



BIDDING DOSSIER

Bidding package name: Procurement 5 sets of 40ft ISO LNG Container
Project: Procurement 5 sets of 40ft ISO LNG Container
Promulgated together with the Decision No.: ..112../QĐ-CNG dated April ..17th..,2026.

The project owner



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BRIEF DESCRIPTION

Part 1. BIDDING PROCEDURES

Chapter I. Instructions for contractors.

This Chapter provides information to help Contractors prepare their bid dossier. Information is also provided on the preparation, submission, opening, and evaluation of bid dossier and on the award of Contracts. Chapter I contains provisions that are to be used without modification.

Chapter II. Bid Data Sheet.

This Chapter includes provisions that are specific to each goods procurement bidding package and that supplement Chapter I.

Chapter III. Criteria for evaluation of bid dossier

This Chapter specifies the criteria to be used to evaluate the bid dossier, including:

- Section 1. Criteria for evaluation of validity of Bid dossier
- Section 2. Criteria for evaluation of capacity and experience
- Section 3. Criteria for technical evaluation
- Section 4. Criteria for financial evaluation
- Section 5. Alternative technical plans in the bid dossier (if any)

Chapter IV. Bid Form

This Chapter includes the forms that the contractor must complete to be a part of bid dossier.

Part 2. REQUIREMENTS ON SCOPE OF SUPPLY

Chapter V. Scope of supply

This Chapter includes requirements on scope of supply, technical specifications and the drawings in word/PDF that describe the goods and related services; the inspection and tests (if any).

Part 3. CONTRACTUAL REQUIREMENTS AND FORMS

Chapter VI. General contractual terms

This Chapter includes the general terms applicable to all contracts of different goods procurement bidding packages. This Chapter contains provisions that are to be used without modification.

Chapter VII. Specific contractual terms

This Chapter includes contract data and terms specific to each contract. The Specific contractual terms modify or supplement but not replace General contractual terms of the contract.

Part 4. CONTRACT FORM

This Chapter includes the forms, which, once completed, incorporates to the Contract. The forms for Performance Bond (Letter of guarantee) and Advance Payment

Bond to be completed by the bid winner before the effective date of the contract.

ABBREVIATIONS OF TERMS

IFC	Instructions for contractors
BDS	Bid Data Sheet
GCT	General contractual terms
SCT	Specific contractual terms
Network System	National E-Procurement System at https://muasamcong.mpi.gov.vn .
VND	Vietnamese dong
USD	US Dollar
The Law on Bidding	Law on Bidding No. 22/2023/QH13 dated June 23 th , 2023
Decree No. 214/2025/ND-CP	Decree No. 214/2025/ND-CP dated August 4 th , 2025, detailing the implementation of several articles of the Law on Bidding regarding contractor selection contractor

PART 1. BIDDING PROCEDURES

Chapter I. Instructions for contractors.

1. Scope of the Bidding package	<p>1.1. The project owner indicated in the BDS, issues these Bidding Dossier for selection of the contractor for the performance of goods procurement bidding package applying the single-stage single-envelope method.</p> <p>1.2. Bidding package name, project; quantity and number of parts (if the goods procurement bidding package is divided into independent parts) of the goods procurement bidding package are provided in the BDS.</p>
2. Interpreting terms	<p>2.1. Bid closing time is the expiration time of receiving Bid dossier and specified in notice of bid invitation on the system.</p> <p>2.2. Day is calendar days which is continuously counted, including weekends, the holidays and Tet holidays according to the Labor Law.</p> <p>2.3. "Working day" is a normal working day from Monday to Friday, excluded weekends, the holidays and Tet holidays according to the Labor Law.</p> <p>2.4. Time and date on the system is Time and date are displayed on the network system (GMT+7).</p>
3. Funding sources	Funding sources (or fund arrangement methods) to be used for the goods procurement bidding package are prescribed in the BDS .
4. Prohibited acts	<p>4.1. Giving, receiving or brokering bribes.</p> <p>4.2. Taking advantage of one's position and powers to illegally influence or interfere with bidding activities in any form.</p> <p>4.3. Collusive bidding, including the following acts/cases:</p> <ul style="list-style-type: none">a. Making an arrangement or entering into an agreement for, or forcing, one or more than one party to prepare bid dossier or withdraw bid dossier so that one party will win the bid;b. Making an arrangement or entering into agreement to refuse to provide goods or services or not to sign subcontractor agreements or to make other forms of agreement in order to suppress competition so that one party will win the bid;c. Capable and experienced contractors and The project owners have participated in the bidding and satisfied requirements of bidding dossier but intentionally refused to provide documents to prove their capacity and experience when requested by the project owner to clarify their bid dossier or when requested to compare documents in order to create conditions for one party to win the bid. <p>4.4. Committing frauds, including the following acts:</p> <ul style="list-style-type: none">a. Forging or falsifying information, dossier and documents in bidding;b. Intentionally providing truthful or non-objective information and documents in dossier of expression of interest, dossier of participation

in prequalification, dossier of registration for implementation of business investment projects, bid dossier or dossier of proposals in order to falsify contractor selection results.

4.5. Obstructing bidding-related activities, including the following acts:

a. Destroying, deceiving, altering or concealing evidences or making false reports; threatening or giving suggestions to any party in order to prevent the clarification of acts of giving, receiving or brokering bribes, cheating or colluding with competent supervision, examination, inspection and audit agencies;

b. Obstructing the contractor selection by competent persons, The project owners, The project owners, contractors;

c. Obstructing the supervision, examination, inspection and audit of bidding activities by competent agencies;

d. Intentionally making false complaints, denunciations or petitions to obstruct bidding activities;

e. Committing violations of the law on cyber safety and security to interfere with or obstruct online bidding.

4.6. Failing to ensure fairness and transparency, including the following cases:

a. One participates in bidding as a contractor for the bidding package for which it/he/she acts as the project owner or the project owner or performs tasks of the project owner or the project owner not in accordance with this Law;

b. One participates concurrently in the formulation and appraisal of the dossier of invitation for expression of interest, dossier of invitation to prequalification, bidding dossier and dossier of requirements for the same bidding package;

c. One participates concurrently in the evaluation of bid dossier and dossier of proposals and the appraisal of contractor selection results for the same bidding package or business investment project;

d. An employee of the project owner or The project owner directly participates in the contractor selection or joins the expert group or team for appraisal of contractor selection result appraisal group or acts as the competent person or head of the project owner or The project owner for the bidding package for which a person with whom he/she has family relations as specified by the Law on Enterprises participates in the bidding or acts as the legal representative of a contractor participating in the bidding;

e. A contractor participates in the bidding for the procurement, construction or non-consultancy service bidding package for which it/he/she acts as a consultant in the formulation, verification or appraisal of cost estimates, technical design, construction drawing design, and front-end engineering design (FEED); the formulation and

appraisal of the dossier of invitation to prequalification and bidding dossier; the evaluation of dossier of participation in prequalification and bid dossier; the inspection of goods; the appraisal of contractor selection results; or the supervision of the contract implementation;

f. One participates in the bidding for a bidding package under a project whose the project owner or the project owner is an agency or organization where he/she has worked as a leader or manager within the period of 12 months from the date he/she stopped working at that agency or organization;

g. A contractor provides inspection consultancy services for the bidding package for which it/he/she act as the supervision consultant;

h. A form of contractor selection other than open bidding is applied while the conditions specified in this Law are not fully satisfied;

i. Specific requirements on trademark and origin of goods are set in bidding dossier for procurement or construction bidding packages or mixed bidding packages when open bidding, restricted bidding or competitive offer is applied, except the cases specified at Point e, Clause 3, Article 10; Clause 2, Article 44; and Clause 1, Article 56 of the Law on bidding;

j. Conditions are set in bidding dossier to limit the participation of contractors to create advantages for one or more than one contractor, leading to unfair competition or violating Clause 3, Article 44 and Clause 2, Article 48 of the Law on bidding;

k. A project or procurement estimate is split up into several bidding packages for the purpose of contractor appointment; a project or procurement estimate is split up to limit the participation of contractors.

4.7. Disclosing documents and information on the contractor selection, except the provision of information under Point b, Clause 8 and Point g, Clause 9, Article 77; Clause 11, Article 78; Point h, Clause 1, Article 79; Clause 4, Article 80; Clause 4, Article 81; Clause 2, Article 82; and Point b, Clause 4, Article 93 of the Law on bidding, including:

a. Contents of bidding dossier before the time of issuance;

b. Contents of bid dossier; contents of The project owners' requests for clarification of bid dossier and responses of contractors in the evaluation of bid dossier; reports of The project owners, reports of expert groups, appraisal reports, reports of consultancy contractors and reports of related specialized agencies during the contractor selection; records and minutes of bid review meetings, comments on and evaluations of each bid dossier before they are made public under regulations;

c. Contractor selection results before such results are made public under regulations;

d. Other documents in the contractor selection that are believed to contain state secrets in accordance with the law on bidding.

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	<p>4.8. Assigning contracts in the following cases:</p> <p>a. A contractor assigns to another contractor part of the work under the bidding package in excess of the maximum value of work for subcontractors and the volume of work for special subcontractors stated in the contract;</p> <p>b. A contractor assigns to another contractor part of the work of the bidding package that does not exceed the maximum value of work for subcontractors stated in the contract but falls beyond the scope of work for subcontractors proposed in its/his/her bid dossier or dossier of proposals without approval of the project owner or supervision consultant;</p> <p>c. The project owner or supervision consultant approves the contractor's assignment of work specified at Point a of 4.8 IFC;</p> <p>d. The project owner or supervision consultant approves the contractor's assignment of work specified at Point b of this Clause in case the assigned work exceeds the maximum value of work for subcontractors stated in the contract.</p> <p>4.9. Organizing the contractor selection when the funding source has not yet been determined under Clause 3, Article 39 of the Law on bidding.</p>
<p>5. Eligibility of contractors</p>	<p>5.1. For domestic contractors: Being an enterprise, a cooperative, union of cooperatives, cooperative group, public non-business unit or foreign-invested economic organization registered for establishment and operation under Vietnam's law.</p> <p>For foreign contractors: Having made registration for establishment and operation under a foreign law;</p> <p>5.2. Performing independent financial accounting;</p> <p>5.3. Neither undergoing dissolution procedures nor having its enterprise registration certificate, cooperative registration certificate or certificate of registration of union of cooperatives or cooperative group revoked; not falling into a case of insolvency specified by the bankruptcy law;</p> <p>5.4. Have its name listed on the Network System before contractor selection results are approved;</p> <p>5.5. Ensuring competition in bidding under the BDS;</p> <p>5.6. Not being banned from participating in bidding under decisions of competent persons, ministers, heads of ministerial-level agencies, government-attached agencies and other central agencies or chairpersons of provincial-level People's Committees as specified in Clause 3, Article 87 of the Law on bidding; For foreign contractors: Not being under a bid participation ban in any country or territory.</p> <p>5.7. Not being examined for penal liability;</p> <p>5.8. Being on a shortlist in case such a shortlist has been drawn up;</p>

	<p>5.9. For foreign contractors: Having joined a consortium with domestic contractors or using domestic subcontractors, except cases where domestic contractors are not qualified to participate in any jobs of the bidding package.</p> <p>5.10. Within 03 years before the time of bid closing, the contractor does not have any personnel (who signed a labor contract with such contractor at the time of the violation) convicted by the Court of violating the bidding regulations causing serious consequences as specified in criminal law regulations for the purpose of winning any bidding for such contractor.</p>
<p>6. Contents of Bidding Dossier</p>	<p>6.1. The Bidding Dossier consists of Part 1, Part 2, Part 3 and Part 4 in conjunction with any Documents amending, clarifying the Bidding Dossier issued in accordance with Section 7 IFC (if any), which include all the Chapters indicated below:</p> <p>Part 1. Bidding Procedures:</p> <ul style="list-style-type: none"> - Chapter I. Instructions for contractors (IFC); - Chapter II. Bid Data Sheet (BDS); - Chapter III. Criteria for evaluation of bid dossier; - Chapter IV. Bid Form. <p>Part 2. Requirements on technical specification:</p> <ul style="list-style-type: none"> - Chapter V. Scope of supply. <p>Part 3. Contractual requirements and forms:</p> <ul style="list-style-type: none"> - Chapter VI. General contractual terms (GCT); - Chapter VII. Specific contractual terms (SCT); <p>Part 4. Contract Forms.</p> <p>The bid invitation posted by the project owner on the Network System is not considered part of the Bidding Dossier.</p> <p>6.2. The project owner is not responsible for the accuracy and completeness of the Bidding Dossier and documents clarifying the Bidding Dossier or documents amending the Bidding Dossier as prescribed in Section 7 IFC if the documents are not provided by the project owner on the network system. The bidding dossier issued by the project owner on the network system shall be basic to examine and evaluate Bid Dossier.</p> <p>6.3. The Contractor is required to examine all information in notice of bid invitation, the Bidding Dossier and documents clarifying the Bidding Dossier, minutes of pre-bidding meeting (if any) or documents amending the Bidding Dossier for the Bid Dossier preparation, including all information or documentation as stipulated in the Bidding Dossier.</p>
<p>7. Amendment and</p>	<p>7.1. In case of amendment of bidding dossier after issuing, amending of the bidding dossier shall be posted on the Network System at least</p>

<p>clarification of Bidding Dossier</p>	<p>03 working days before the date of bid-closing in one of two ways the following: The Bidding Documents Amendment Decision is accompanied by the amended contents of the Bidding Dossier; or The Bidding Dossier's Amendment Decision is accompanied by the amended Bidding Dossier. The amended Bidding Dossier must clearly indicate the amended contents and ensure that contractor has enough time to complete Bid dossier; If amendment time is not enough as the prescribed the above, the project owner may extend the time of bid closing.</p> <p>7.2. If needing clarification of bidding dossier, contractors shall send the request for clarification to The project owner through Network System at least 5 working days before the date of bid-closing for consideration and handling. The project owner shall receive request for clarification of contractors and upload documents clarifying the bidding dossier on the system at least 2 working days before the date of bid closing. In the document clarifying the bidding dossier, the name of the contractor requesting clarification of the bidding dossier must not be mentioned.</p> <p>The details of the document clarifying the bidding dossier must not be contrary to the details of the approved bidding dossier. After making clarifications, if the bidding dossier needs to be modified, the modification of the bidding dossier must comply with Section 7.1 IFC.</p> <p>7.3. The project owner is responsible for monitoring the information uploaded on Network System to clarify Bidding dossier to contractors according to time prescribed 7.2 IFC.</p> <p>7.4. The contractor is responsible for monitoring the information uploaded in Network System to update the information in modifying of bidding dossier, changing the time of bid closing (if any) for bid dossier preparation.</p> <p>7.5. In case of necessity, the project owners shall hold a pre-bidding meeting to exchange information about the bidding dossier's contents, which remain unclear to contractors as prescribed at the BDS. The project owner shall upload bid invitation to bid to the pre-bidding meeting on Network System. Contents exchanged between the project owner and contractors must be recorded by the project owner and uploaded on the Network System within 2 working days from the end of the pre-bidding meeting.</p> <p>7.6. If needing amendment of bidding dossier after the pre-bidding meeting, the project owner shall modify the Bidding Dossier as prescribed in Section 7.1 IFC. The minutes of the pre-bid meeting is different from the document amending the Bidding Dossier.</p> <p>7.7. Absence from the pre-bid meeting or being not confirmed from the pre-bid meeting is not a reason for disqualifying the Contractor.</p>
<p>8. Bidding participation</p>	<p>The bidding dossier shall be issued on Network System immediately after the successful uploading of the notice of bid invitation.</p>

cost	The Contractor shall bear all costs relating to the course of the bid. Cost of electronic copies of the bidding dossier as prescribed at the BDS . In any case, the project owner shall not be responsible or liable for the costs relating to the Contractor's bidding participation.
9. Language of Bid dossier	The Bid dossier, as well as all correspondence and documents relating to the bid dossier exchanged by the Contractor and the project owner, shall be written in English. Supporting documents that are part of the Bid Dossier may be written in another language provided they are accompanied by an English translation. In case of absence of the translation, the project owner may request the Contractor to supplement when necessary.
10. Documents comprising the Bid	<p>The Bid Dossier must comprise the following documents:</p> <p>10.1. Bid application, in accordance with Section 11, IFC;</p> <p>10.2. Consortium agreement, using the form No. 03 (For consortium contractors) provided in Chapter IV - Bid form;</p> <p>10.3. Bid Security, in accordance with Section 18, IFC;</p> <p>10.4. Document proving the eligibility of contractor, in accordance with Section 5, IFC;</p> <p>10.5. Written confirmation authorizing the signatory of the Bid application, in accordance with Section 19.3, IFC;</p> <p>10.6. Documents proving the Contractor's qualifications and experiences of contractor in accordance with Section 16, IFC</p> <p>10.7. Technical proposals and documents in accordance with Section 15, IFC;</p> <p>10.8. Price proposal and forms with full information, in accordance with Section 11 and Section 13, IFC;</p> <p>10.9. Alternative technical plan proposal, in accordance with Section 12, IFC;</p> <p>10.10. Other documents prescribed in the BDS.</p>
11. Bid application and forms	The Contractor must make a Bid participation application and equivalent forms using the forms provided in Chapter IV - Bid form. The forms must be fully completed.

<p>12. Alternative technical plans in the bid dossier</p>	<p>12.1. If the Contractor may make Alternative Technical Plan Proposal as prescribed in the BDS of the Bidding Dossier, the Proposal shall be considered.</p> <p>12.2. The Alternative Technical Plan Proposal shall only be considered as a principal plan if it satisfies requirements, and the Contractor is ranked the first. In this case, the Contractor must provide all necessary information about description, drawings, technical specifications, supply schedule and other relevant information so that the project owner can evaluate the Alternative Technical Plan Proposal. The evaluation of Alternative Technical Plan Proposal in the Bid Dossier shall comply with Section 5 of Chapter III - Criteria for evaluation of bid dossier.</p>
<p>13. Bid price and Discounts</p>	<p>13.1. Bid price in the bid application and in the bid price summary company with discounts must comply with all of provisions in this section:</p> <p>a) All lots (for bidding package is divided into lots) and items that must be priced separably in the bid price summary.</p> <p>b) Bid price means a price offered by a contractor in bid application, inclusive of all costs for implementation of the bidding package (excluding discounts) as specified in Part 2 – Requirements on Scope of Supply</p> <p>c) The Contractor shall submit the Bid dossier with all work items prescribed in Part 2 – Requirements on Scope of Supply and state the unit bid price and total amount for all the work listed in the columns "Item of Goods", "Description of Services" according to the Form No.5 Chapter IV – Bid form. The contractor's bid price must include all taxes, fees, and charges (if any) applied at the rates and levels in effect 28 days before the bid closing date and based on the delivery terms specified in Section 13.5 IFC.</p> <p>13.2. If contractor offers discount, it shall be written directly on the bid application or a separately Letter of Discount. In case of discount, the Contractor shall specify contents and the discounting method in specific discounted items defined in Columns "Item of Goods" and "Description of Services". If discounting method is not specified, it will be understood all items defined in the columns "List of Goods" and "Description of Services" receive equal discounts. The Letter of Discount may be submitted separately or together with the Bid Dossier, as long as it is received by the project owner before the time of bid closing. If the Letter of Discount is separately submitted, shall be complied with Sections 20.2 and 20.3, IFC. The Letter of discount shall be preserved as part of the Bid dossier and opened together with the contractor's Bid dossier.</p> <p>13.3. The contractor is responsible for the bid price to perform and complete the work as required in the bidding dossier. In case the bid dossier has an abnormal low unit price, affecting the quality of the</p>

	<p>bidding package, the project owner will request the contractor to explain and clarify in writing the feasibility of such an abnormal low unit price. If the contractor's explanation is not clear enough or not convincing, the project owner will not accept that unit bid price and will consider it a deviation that will be adjusted as if it were a missing content in the bid dossier compared to the requirements of the bidding dossier as specified in Section 32.2, IFC. The deviation correction is only for the purpose of comparing bid dossiers.</p> <p>13.4. In case the goods procurement bidding package is divided into independent lots and each lot is eligible for bidding as prescribed in the BDS, the Contractor may participate in the bidding for one or multiple lots of the goods procurement bidding package. The Contractor is obligated to participate the bidding for all work items of its selected lot(s). If the Contractor proposes a discount, the discounting method and discounted value shall be specified for each part according to point c Section 13.2, IFC.</p> <p>13.5. The prices quoted by the Contractor shall conform to the BDS.</p> <p>13.6. The bid price shall be offered in accordance with the regulations in Form No. 05 of Chapter IV - Bid Form.</p> <p>13.7. The contractor must offer a price for related services (including taxes, fees, and charges, if any) if the project owner requires related services specified in Part 2 - Requirements on Scope of Supply. Related services do not include transportation and other services in Vietnam for transporting the goods to the project site.</p>
<p>14. Currency of bid and Currency of payment</p>	<p>14.1. The bidding currency and payment currency must be the same and as specified in the BDS. A specific work item shall be quoted in one currency.</p> <p>4.2. Domestic costs must be paid in VND, and costs outside the territory of Vietnam shall be paid in the currency specified in Section 14.1, the BDS.</p>
<p>15. Documents proving the eligibility of Goods and Related Services</p>	<p>15.1. To provide the eligibility of the Goods and Related Services compared to the Bidding dossier's requirements, the Contractor shall provide documents as part of its Bid dossier to prove that the Goods supplied by the contractor conform as prescribed in Chapter V – Scope of supply.</p> <p>15.2. The term “goods” is understood to include machinery, equipment, raw materials, fuel, materials, supplies, spare parts; consumer goods and medical equipment used for medical facilities.</p> <p>15.3. The term “origin” is understood as the country or territory where the goods are exploited, raised, grown, produced, manufactured or processed in that country or territory, through the manufacturing, processing or assembly process to form a commercially recognized product with significant differences in basic characteristics compared to the original constituent elements.</p>

	<p>15.4. The term “related services” includes services such as insurance¹, installation, maintenance, initial repair, or provision of other after-sales services such as training and technology transfer.</p> <p>15.5. The origin of the goods as prescribed in the BDS. The contractor must declare origin of the goods in Form No. 05 Chapter IV – Bid form. In case the Contractor offers multiple origins for a unit of goods (one item, one piece...) but from the same manufacturer and with the same unit price, the project owner requires the Contractor to clarify to determine the specific origin of these goods.</p> <p>15.6. The document proving the eligibility of goods and related services may be in the form of files, papers, drawings or data detailing by item of the basic technical specifications and utilities of the Goods and Related Services, thereby, demonstrating the fundamental satisfaction of the Goods and Related Services to the bidding dossier requirements and a statement of deviations and exceptions (if any) to the provisions of Chapter V – Scope of supply.</p> <p>15.7. The Contractor shall fully provide a list, price, supplier of commodities, spare parts, special tools, consumable supplies etc., (hereinafter referred to supplies, spare parts) to operate the goods within the period prescribed in the BDS.</p> <p>15.8. Standards for manufacture and production process of material, and equipment, as well as references to brand names or catalogue numbers specified by the project owner in Chapter V - Scope of supply, are intended to be descriptive only and not restrictive. The Contractor may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates the project owner’s satisfaction, that the substitutions ensure fundamental equivalence or are superior to those prescribed in Chapter V - Scope of supply.</p>
<p>16. Documents proving the Qualifications and experiences of the Contractor</p>	<p>16.1. The Contractor shall fill necessary information in the Forms defined in Chapter IV - Bid Form to prove the Contractor’s qualifications and experiences to perform the contract in accordance with Chapter III - Criteria for evaluation of bid dossier. The Contractor shall prepare original documents for verification at the request of the project owner.</p> <p>16.2. Document proving the Contractor’s qualifications to perform the contract if its bid dossier is accepted shall comply with the BDS.</p> <p>16.3. In case of application of the prequalification, if there is any change to the information about the Contractor’s qualification between the dossier for prequalification that already has been evaluated and the bid dossier, the new information shall be updated; if not, the Contractor shall issue a commitment to satisfy all the goods procurement bidding package’s criteria.</p>

¹ Insurance for related service items, for example: installation insurance, repair insurance...

<p>17. Period of Validity of Bid dossier</p>	<p>17.1. The bid dossier's validity period must not be shorter than the period specified in the BDS. Bid dossier with a shorter validity period will not be considered.</p> <p>17.2. If necessary, before the bid validity period expires, the project owner may request contractors to extend the bid validity and require a corresponding extension of the bid security validity (equal to the extended bid validity period plus 30 days). If a contractor does not agree to the extension, their bid dossier will not be considered further, and their bid security will be returned. Contractor accepting extension is not allowed to change any bid content. The extension request and acceptance or non-acceptance shall be uploaded on Network system.</p>
<p>18. Bid Security</p>	<p>18.1. When participating the bidding, the Contractor shall complete the Bid Security method before the time of bid closing in the form of either a guarantee letter of domestic credit institutions or foreign bank branches established under Vietnam's law or certificates of guarantee insurance issued by domestic non-life insurance enterprises or foreign non-life insurance enterprises' branches established under Vietnam's law. A letter of guarantee shall be made according to the form No. 04(a) and No.04(b) Chapter IV – Bid form or in another form provided that it contains essential contents of a bid guarantee. In case the validity period of the bid dossier is extended as prescribed in Section 17.2, IFC, the Bid Security validity must be extended correspondingly.</p> <p>For a consortium of contractors participating in bidding, it may perform the Bid Security according to one of two methods as follows:</p> <ul style="list-style-type: none"> - Each member may perform Bid Security separately provided that total value of the Bid Security must not be less than the value defined in Section 18.2, IFC; If the bid security of a consortium member is determined to be invalid, the consortium's bid will not be considered. If any member violates the law on bidding leading its Bid Security is not refunded as prescribed in Section 18.5 IFC, and the bid security of all members of the consortium will not be refunded. - All members may make agreement to let one member make bid security for itself and other members of the consortium. In this case, the Bid Security include the name of the consortium or the name of the member responsible for providing Bid Security for consortium members but the total value must not be less than the value defined in Section 18.2 IFC. If any member violates the law on bidding leading its Bid Security is not refunded as prescribed in Section 18.5 IFC, and the bid security of all members of the consortium will not be refunded. <p>18.2. The value, currency and validity period of the Bid Security shall be prescribed in the BDS.</p> <p>18.3. A Bid Security shall be not considered valid if its value is lower value required in Section 18.2 IFC or its validity period is shorter than required in Section 18.2 IFC or the name of the beneficiary is incorrect, it is not duly signed or it is signed before the bidding dossier is issued,</p>

* M.S.D.T.

it contains disadvantageous conditions for the project owner or the project owner (including not meeting all commitments as prescribed at the Form 04(a), Form 04(b) Chapter IV – Bid form). The letter of guarantee or certificate of guarantee insurance must be signed and stamped with the seal (if any) by a legal representative of a domestic credit institution or foreign bank branch established in accordance with Vietnamese laws, or a domestic non-life insurer, or a foreign non-life insurer's branch established in accordance with Vietnamese law. Contractors that participate in bidding for an insurance bidding package may not submit certificates of guarantee insurance issued by themselves.

18.4. The unselected contractor shall be either refunded or released the Bid Security within stipulated in the **BDS** from the date on which the Contractor selection result is announced. The bid security of the selected contractor shall be refunded or released when the contract comes into force.

18.5. Bid Security shall not be refunded in one of the following cases:

- After the bid closing time and during the validity duration of bid dossier, a contractor withdraws its bid dossier or refuses in writing to perform one or all of jobs in the bid dossier according to the requirements of the bidding dossier;
- The contractor violates Article 16 of the bidding law, leading to bid cancellation as prescribed at Point d in Section 36.1 IFC;
- The contractor does not take contract performance security measures as prescribed in Section 41 IFC;
- The contractor fails or refuses to negotiate the contract (if any) within 10 days, from the date of receiving the notice of invitation for contract negotiation, or has negotiated the contract but refuse to finalize and sign the contract negotiation minutes, except force majeure cases;
- The contractor fails or refuses to finalize the contract or framework agreement within 20 days, from the date of receiving the project owner's notice of contract award, except force majeure cases;
- The contractor fails or refuses to conclude the contract or framework agreement within 20 days, from the date of finalization of the contract or framework agreement, except force majeure cases.

18.6. In case the goods procurement bidding package is divided into independent, the Contractor may complete one of two ways as follow:

- A single bid security for all parts participated in (the value of the bid security will be equal to the total value of the parts the contractor participates in). If the value of the bid security submitted by the contractor is less than the total combined value, the project owner has the right to decide which part of the bid security will be applied to;
- Separate bid security for each part the contractor participates in.

In case the contractor violates law on bidding as prescribed in Section

	<p>18.5 IFC leading Bid Security shall not be refunded. The value of bid security shall be calculated on the part that contractor breach.</p>
<p>19. Format and Signature in bid dossier</p>	<p>19.1. The Contractor shall prepare one original bid dossier as prescribed in Section 10 IFC and several copies of the Bid dossier as prescribed in the BDS. The cover of the documents must be clearly marked “ORIGINAL” or “COPY”.</p> <p>If there are any amendments to or replacement for the Bid dossier, the Contractor shall prepare one original and several copies of the Bid dossier as prescribed in the BDS. The cover of documents must be clearly marked “ORIGINAL - MODIFICATION”, “COPY - MODIFICATION”, “ORIGINAL - ALTERNATIVE”, and “COPY - ALTERNATIVE”.</p> <p>If there is an Alternative Technical Plan Proposal in the Bid dossier as prescribed in Section 12 IFC, the Contractor shall prepare one original and several copies of the dossier with the quantity as prescribed in the BDS. The cover of documents shall be clearly marked “ORIGINAL OF ALTERNATIVE TECHNICAL PLAN PROPOSAL”, “COPY OF ALTERNATIVE TECHNICAL PLAN PROPOSAL”.</p> <p>19.2. The Contractor shall be responsible for the consistency 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 Contractor, the original shall prevail. In the event of any discrepancy between the original and the copies which does affect the rank of the Contractor, the Bid dossier shall be rejected.</p> <p>19.3. The original of the bid dossier shall be typed or written in indelible ink and have page numbers. Bid participation application, Letter of Discount (if any), documents supplementing and clarifying the bid dossier, Quotation and other forms prescribed in Chapter IV- Bid Form must bear the signature and seal of the Contractor’s lawful representative or authorized representative (if any). In case of authorization, the authorized representative must obtain a Power of Attorney made according to the Form No. 02 Chapter IV – Bid form 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 dossier.</p> <p>19.4. For consortium contractor, the Bid dossier must bear the signatures of lawful representatives of all consortium members or representative member of consortium that accordance to the consortium agreement. In order to ensure that all members are legally bound, the consortium agreement must bear the signatures of lawful representatives of all consortium members.</p> <p>19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid application.</p>

<p>20. Sealing and Marking of Bid Dossier</p>	<p>20.1. The bid dossier envelope contain the original and the copies and clearly marked “BID DOSSIER”.</p> <p>If there is any modification or replacement of the bid dossier, the modified or alternative documents (including the original and the copies) must be put into separate envelopes and clearly marked “MODIFICATION”, “ALTERNATIVE”.</p> <p>If the Contractor has an Alternative Technical Plan Proposal which concludes technical proposal and price proposal, it shall be put into a separate envelope and clearly marked “ALTERNATIVE TECHNICAL PLAN PROPOSAL”. Envelopes of Bid dossier, Modified bid dossier, Alternative bid dossier (if any); Alternative Technical Plan Proposal (if any) must be sealed. The sealing of envelopes shall comply with the contractor’s regulations.</p> <p>20.2. The outer envelopes must:</p> <p>a) Bear the contractor’s name and address;</p> <p>b) Be addressed to the project owner according to Notice of bid invitation attached;</p> <p>c) Bear the name of the goods procurement bidding package in accordance with Section 1.2 IFC;</p> <p>Bear a warning “not open before the time and date of bid opening”.</p> <p>20.3. In case where the contractor fails to comply with the requirements of the Bidding Dossier such as: the envelopes are not sealed or the seals thereof are lost during the process they are transferred to the project owner, or they are not marked as required in Sections 20.1. and 20.2 IFC, the contractor shall be responsible for any consequences. The project owner shall not take responsibility for the confidentiality of the bid dossier if the Contractor fails to comply with above regulations.</p>
<p>21. Time of bid closing</p>	<p>21.1. Bid dossier must be submitted as prescribed in the BDS and ensure the project owner receives it before the bid closing time specified in the BDS. The project owner shall receive Bid Dossier of all Contractors submitted before the time of bid closing.</p> <p>21.2. The project owner may extend the bid closing time by amending the Bid dossier as specified in Section 7 IFC. When extending the bid closing time, all rights and obligations of the project owner and the contractor according to the bid closing time the prior bid shall be amended in accordance with the newly extended bid closing deadline.</p>
<p>22. Late Bid dossier</p>	<p>The project owner shall not consider any bid dossier that is submitted after the time of bid closing. Any bid dossier received by the project owner after the time of bid closing shall be declared late, rejected and returned unopened to the Contractor.</p>

<p>23. Withdrawal, Substitution, and Modification of Bid dossier</p>	<p>23.1. After submitting a bid dossier, a Contractor may withdraw, substitute, or modify it by sending a written notice, duly signed by a lawful representative or an authorized representative, and shall include a copy of the Power of Attorney as prescribed in Section 19.3 IFC. The corresponding substitution or modification of the bid dossier must accompany the respective written notice and must satisfy the following conditions:</p> <p>a) Being prepared and submitted to the project owner in accordance with Sections 19 and 20 IFC, the respective envelopes shall be clearly marked “MODIFICATION”, or “SUBSTITUTION”, or “WITHDRAWAL”;</p> <p>b) Being received by the project owner prior to the time of bid closing in accordance with Section 21 IFC.</p> <p>23.2. Bid dossier requested to be withdrawn under Section 23.1 IFC by the contractors shall be returned unopened to the Contractors. The contractors are not allowed to withdraw, substitute, or modify their bid dossier in the interval between the deadline for bid closing and the expiration of the period of bid dossier validity specified by the Contractor on the Bid application or the expiration of the period of bid dossier validity as extended.</p>
<p>24. Bid Opening</p>	<p>24.1. Excepting the cases prescribed in Sections 22 IFC and 23 IFC, all bid dossier that are received prior to the time of bid closing must be opened publicly within 2 hours after the time of bid closing and read out information prescribed in Section 24.3 IFC by the project owner. The bid opening shall be hold at the location and time as prescribed in the BDS in the witness of participants being Contractors’ representatives and representatives of relevant agencies and organizations. The bid opening shall be conducted regardless of the absence of any Contractor’s representative.</p> <p>24.2. In case, the contractor request for withdrawing or substituting the bid dossier, first, information in the envelopes of the written notice marked “WITHDRAWAL” shall be opened and read out loud and the envelope of the bid dossier of the requesting contractor shall not be opened, but returned to the Contractor. No bid dossier shall be permitted to be withdrawn and opened by the contractor if the corresponding withdrawal notice does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the contractor and is not read out at the Bid opening.</p> <p>Next, the project owner shall open and read out loud information in the envelopes marked “SUBSTITUTION” and such bid dossier shall be exchanged with the corresponding substitution Bid dossier being substituted. The substituted Bid dossier shall not be opened but returned to the Contractor. No Bid substitution shall be permitted if the corresponding substitution does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the contractor and is not read out at the Bid opening.</p>

	<p>For envelopes marked “MODIFICATION”, the accompanied notice shall be opened and read out loud with the corresponding Bid dossier. No Bid dossier modification shall be permitted if the corresponding modification notice does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the contractor. Only bid dossier that are opened and read out loud at the bid opening shall be considered further and evaluated.</p> <p>24.3. The bid opening shall be conducted to every Bid dossier according to the alphabet order of the Contractors’ names and the following procedures:</p> <p>a) The seals shall be checked;</p> <p>b) All original, modified (if any) or substituted bid dossier (if any) shall be opened and read out loud with the following information: the name of the Contractor, the number of the original and the copies, the Bid Price defined in the bid application and Bid price summary, deduction value (if any), the validity period of the bid dossier; the bidding package performance period and the value and validity period of the Bid Security and other information as the project owner may consider appropriate. If the goods procurement bidding package is divided into independent parts, the bids and discounts (if any) thereof shall be also read out loud. Only information on discounts read out at the Bid opening shall be considered for evaluation.</p> <p>c) The representative of the project owner shall countersign original of Bidding participation application, Bid Security, bid Price summary, Power of attorney of the contractor’s law representative (if any), Letter of Discount (if any), and Consortium agreement (if any). No Bid dossier shall be rejected by the project owner at the Bid opening except for late bid dossier in accordance with IFC Section 21.</p> <p>24.4. The project owner shall prepare a record of the Bid opening that shall include information prescribed in Section 24.3 IFC. The record of the Bid opening shall be countersigned by the representative of the project owner and the Contractors participating in the Bid opening. The omission of a contractor’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Contractors participating in the Bid opening. Information in the record of the Bid opening must be uploaded on Network System within 24 hours after the time of bid opening.</p>
<p>25. Confidentiality</p>	<p>25.1. Information relating to the evaluation of bid dossier, and recommendation of contract award, shall not be disclosed to contractors or any other persons not officially concerned with the contractor selection process until the publication of the contractor selection result. In any case, no information defined in the bid dossier of the Contractor is disclosed to any other contractors, except for information disclosed at the bid opening.</p> <p>25.2. Excepting case of clarification of the bid dossier as prescribed in Section 26 IFC and the negotiation of contract, the Contractor is not</p>

	<p>permitted to contact to the project owner on any matter related to its bid dossier and the goods procurement bidding package from the time of bid opening until the publication of the contractor selection result.</p>
<p>26. Clarification of Bid Dossier</p>	<p>26.1. After bid opening, contractors shall clarify bid dossiers at the request of the project owner. In the case where a contractor's bid dossier lacks documents on his/her/its eligibility, similar contracts, production capacity, financial statements, tax declaration and payment obligations, human resources, and equipment, the project ownershall request the contractor to clarify and supplement such documents. For technical and financial proposals in the bid dossier, clarification must ensure that the fundamental content of the submitted bid dossier is not changed, and the bid price is not changed (except of the contractor confirms the correction of arithmetical errors in the bid dossier made by the during bid evaluation). Contractors must notify the project owner of receipt of the bid dossier's clarification request by one of the following methods: direct delivery, via postal service, fax, or email.</p> <p>26.2. The Clarification of the Bid dossier between the Contractor and the project owner shall be in writing. Documents irrelevant to the project owner's clarification request will not be considered or evaluated, excepting of self-clarification documents as stipulated in Section 26.3 IFC</p> <p>26.3. Within the period as prescribed in the BDS, in case the contractors find out that their bid dossier lack documents proving eligibility, similar contracts, production capacity, financial statements, tax declaration and payment obligations, and documents on specific personnel and equipment proposed in their bid dossier, such documents shall be sent to the project ownerin order to clarify the contractors' eligibility, capacity and experience. The project owner shall receive such documents for consideration and evaluation; such documents constitute part of the bid dossier.</p> <p>26.4. The Clarification of Bid dossier shall only be made between the Contractor and the project owner having the bid dossier that needs clarifying. The contents of the Clarification of the Bid dossier shall be kept as an integral part of the Bid dossier by the project owner. With regard to the clarification that directly affects the evaluation of the eligibility, qualification, experience and technical and financial requirements, if clarification period expires, the Contractor fails to send any written clarification or the written clarification does not satisfy requirements of the project owner, the project owner shall evaluate the Bid dossier sent prior to the time of bid closing by the Contractor.</p> <p>26.5. If necessary, the project owner shall send a document requesting the possibly bid winner to directly clarify its Bid dossier with the Bid dossier. The contents of Clarification of the Bid dossier shall be made into record. The Clarification of Bid dossier shall be provided objectively and transparently.</p>

<p>27. Inconsistencies, conditional acceptance, omission of details</p>	<p>For the evaluation of Bid dossier, the following definitions shall be applied:</p> <ul style="list-style-type: none"> - “Inconsistencies” means differences compared to the requirements stated in the bidding dossier. - “Conditional acceptance” means setting out conditions that restrict or outright reject the requirements stated in the bidding dossier. - “Omission of details” means the contractor's failure to provide part or all of the information or documents required in the bidding dossier;
<p>28. Determination of Responsiveness of Bid Dossier</p>	<p>28.1. The project owner shall determine a bid dossier’s responsiveness in accordance with Section 10 IFC.</p> <p>28.2. A fundamental responsive bid dossier means the one that meets all the requirements of the Bidding Dossier without inconsistencies, conditional acceptance, omission of details. Material inconsistencies, conditional acceptance, omission of details is content are those that:</p> <ul style="list-style-type: none"> a) If being accepted, it would affect in any substantial way to the scope, quality, or utility of the goods and related services; or limit in any substantial way, inconsistent with the Bidding Dossier, regarding the project owner's rights or the Contractor’s obligations in the Contracts; b) If being modified, it would unfairly affect the competitive position of other Contractors who have the Bid Dossier fundamentally satisfying requirements of the Bidding Dossier. <p>28.3. The project owner shall examine all technical aspects of the bid dossier in accordance with Sections 15 IFC and 16 IFC in order to confirm that all requirements prescribed in Part 2 – Requirements on scope of supply, have been met without any material Inconsistencies, conditional acceptance, omission of details.</p> <p>28.4. In case contractor does not meet one of the eligibility, capacity and experience, technical, and financial evaluation criteria or the bid dossier has inconsistencies, conditions or major omissions resulting in such bid dossier being eliminated, the evaluation shall stop without considering the remaining criteria</p>
<p>29. Nonmaterial Nonconformities</p>	<p>29.1. Provided that the bid dossier basically meet the requirements stated in the bidding dossier, the project owner and the expert team can accept mistakes that are not inconsistencies, conditions or major omissions against the bidding dossier;</p> <p>29.2. Provided that the bid dossier basically meets the requirements stated in the bidding dossier, the project owner and the expert team may request the contractors to provide necessary information or documents within a reasonable time limit to remedy non-conformities or non-serious mistakes in their bid dossier related to documentation requirements. The request for information and documents to remedy such mistakes must not be related to any element of the bid. The contractor's bid dossier shall be rejected if it does not meet this</p>

	<p>requirement of the project owner;</p> <p>29.3. Provided that the bid dossier basically meets the requirements stated in the bidding dossier, the project owner and the expert team may adjust non-serious and quantifiable mistakes related to the bids. The bids shall be adjusted to reflect the costs of items that are missing or do not meet the requirements. This adjustment is only for the purpose of comparing the bids.</p>
<p>30. Subcontractor</p>	<p>30.1. The subcontractors is a contractor that signs contract to The principal Contractor to perform related services.</p> <p>30.2. The subcontractors requested as prescribed in the BDS</p> <p>30.3. There is no change to the responsibilities of the principal contractor in spite of employment of any subcontractor. The principal Contractor shall be responsible for quantity, quality, schedule and other responsibilities for the tasks performed by the subcontractor. The subcontractor's qualifications and experiences shall not be considered during the evaluation of the principal contractor's bid dossier. The principal Contractor is required to meet all qualification requirements (not considering qualification and experience of subcontractors).</p> <p>If the principal contractor does not propose any subcontractor for a specific task or does not plan any task requiring a subcontractor in its bid dossier, it means the principal contractor shall bear all responsibilities for all tasks of the bidding package. The principal contractor must sign contract to list of subcontractor in bid dossier.</p> <p>30.4. The principal contractor is not permitted to use subcontractors for work other than the work declared for subcontracting in the bid Dossier; the replacement or addition of subcontractors outside the list of subcontractors stated in the bid dossier is only permitted with justifiable and reasonable cause and with the approval of the project owner.</p> <p>30.5. A contractor assigns to another contractor as prescribed in Clause 8, Article 16 of the Law on Bidding shall be handled as prescribed in Point b, Clause 1, Article 125 of Decree No. 24/2024/ND-CP.</p> <p>30.6. The contractor is not allowed to use subcontractors that participate in providing consulting services for the bid package for which the contractor has won the bid and these consulting works include: the evaluation of bids; the management of contract performance, the contractor auditing; the formulation and appraisal of the bidding dossier; the evaluation of bid dossier; the appraisal of contractor selection result; the project and contract management consultancy, and other consultancy services directly related to the bidding package.</p>
<p>31. Incentives in contractor</p>	<p>31.1. Principles of incentive:</p>

<p>selection</p>	<p>a) Contractors participating in the bidding who are eligible for more than one type of preferences in the evaluation of capacity and experience or in the financial evaluation shall, when calculating preferences, only be entitled to the one type of preferences that is most beneficial to such contractors corresponding to each criterion of capacity and experience evaluation or financial evaluation.</p> <p>b) In the case where all contractors participating in the bidding are entitled to the same preferences or all contractors are not eligible for preferences, there is no need to calculate preferences for comparison and ranking.</p> <p>31.2. Subject of incentive: Contractors are entitled to incentives treatment when the goods offered by the contractor have a domestic production cost under 50% or more. The incentive shall be applied during the bid dossier's evaluation for the comparison and ranking purposes. The rate of domestic production cost of goods shall be calculated according to formula:</p> $D (\%) = G^*/G \times 100\%$ <p>Where:</p> <ul style="list-style-type: none"> - G* is the domestic production cost; - G is the offer of goods stated in the bid dossier or the dossier of proposals minus tax value. - D is the ratio of domestic production costs of goods. <p>31.3. The method for determining incentive shall comply with the BDS.</p> <p>31.4. Contractors must declare information about types of goods entitled to incentives according to Form No. 9 Chapter IV - Bid Form for considering and evaluating of incentives. If the contractor fails to declare, the contractor's goods are not considered for incentives.</p> <p>31.5. If all goods quoted by all contractors are not given incentives, the evaluation and determination of Incentives value shall not be carried out. If eligible for incentives, contractors must include supporting documents in Bid dossier.</p>
<p>32. Error correction and deviation adjustment</p>	<p>32.1. Error correction means the correction of mistakes in bid dossier, including arithmetic errors and other errors, and shall be conducted on the following principles:</p> <p>a. Arithmetic errors include errors resulting from inaccurate addition, subtraction, multiplication or division in the calculation of a bid. For fixed unit price contracts, adjustable unit price contracts, time-based contracts, cost-plus-fee contracts, outcome-based contracts, percentage-based contracts, in the case where the unit price is not commensurate with the amount, the unit price shall be used as the basis for error correction. If the unit price deviates abnormally from a reasonable value (10, 100 or 1,000 times) due to decimal errors, the amount shall be used as the basis for error correction;</p>

b. In the case where the total value of the items is incorrect due to an error when adding or subtracting the separate values of the items, the values of the items shall be used as bases for error correction;

c. In case of inconsistency between the bid written in numbers and the bid written in words, the former shall prevail for remedying the mistake, unless it has no meaning. In the case where the bid written in words contains arithmetic errors, the bid written in numbers shall prevail for remedying the mistake after it is corrected (if applicable) in accordance with Points a and b Section 32.1. IFC;

d. If the "amount" column is fully filled in but there is no corresponding unit price, the unit price shall be determined by dividing the amount by the quantity; when the unit price is available but the "amount" column is blank, the value of this column shall be additionally determined by multiplying the quantity by the unit price; if a certain item has the unit price and the amount but no quantity, such quantity shall be determined by dividing the value in the "amount" column by the unit price. In the case where the quantity determined on this principle is different from that stated in the bidding dossier, such difference is the deviation in the scope of supply and shall be adjusted in accordance with Section 32.2 IFC, except for construction and installation bidding packages under lump-sum contracts;

e. Errors in units of calculation: such errors shall be corrected to meet the requirements of the bidding dossier.

32.2. Correcting deviations in scope of supply:

a. Deviations in the scope of supply for goods procurement and non-consultancy bidding packages:

In the case where the contractor lists the items as required in the bidding dossier but does not state the unit price and respective amount for one item(s), such item(s) is considered the deficient offered value and subject to deviation adjustment as specified at Point c Section 32.2 IFC for comparison and ranking of bid dossier.

In the case where the items stated in the bidding dossier but not listed in the contractor's bid quotation, they shall be considered the deficient offered value in the bid dossier and subject to deviation adjustment as specified at Point c of this Clause for comparison and ranking of bid dossier. Items stated in the bidding dossier, which are listed in the contractor's bid quotation but their volume is less or more than that required in the bidding dossier, shall be considered the excessive offered value and subject to deviation adjustment as specified at Point c of this Clause.

Items listed in the contractor's bid quotation that are not within the scope of work stated in the bidding dossier shall be considered excessive offered value and subject to deviation adjustment as specified at Point c of this Clause.

b. Correcting excessive or deficient deviations in the scope of

supply:

In the case where the contractor's bid dossier lacks one or more item(s) as specified at Point a and Point b of this Clause and no unit price(s) for such item(s), the highest unit price(s) of such item(s) offered in other bid dossier which has passed the technical evaluation shall be used for deviation adjustment. In the case where there is no unit price in the bid dossier of contractors that have passed the technical evaluation, the unit price in the cost estimate of the bidding package shall be used for deviation adjustment. In the case where there is no cost estimate for the bidding package, the unit price forming the bidding package's price shall be used for deviation adjustment and serve as the basis for contractor comparison and ranking. The adjustment of deficient deviations is only for the purpose of comparing and ranking bid dossier.

In the case where the contractor's bid dossier offers deficient volume compared to that required in the bidding dossier, the deficient value shall be added at the respective unit price in the bid dossier.

In the case where the contractor's bid dossier offers excessive volume compared to that required in the bidding dossier, the excessive value shall be subtracted at the respective unit price in the bid dossier.

32.3. For a contractor with a discount offer letter, the error correction and deviation adjustment shall be based on the bid not yet minus the value of discounts. The percentage (%) of deficient deviation shall be determined based on comparison with the bid stated in the bid application.

32.4. Applying the unit price for the deficient deviation of the first ranked contractor:

In the case where the contractor's bid dossier contains any deficient deviation after the deviation adjustment as specified at Point c, Clause 2 of this Article, the contractor shall still be ranked first. If such contractor's bid dossier does not state the unit price for the deficient deviation, the proposed winning unit price of such deficient deviation shall be determined in the following order of priority: the lowest unit price of the same among the bid dossier that pass the technical evaluation, the unit price in the bidding package estimate, the unit price forming the bidding package's price (in the case where there is no bidding package estimate).

32.5. After error correction and deviation adjustment and application of unit price(s) to the deficient deviation in accordance with Section 32.1, 32.2, 32.3, 32.4 of IFC, the project owner shall notify in writing the contractor of the error correction and deviation adjustment, and application of unit price(s) to such contractor's bid dossier. Within 03 working days after receiving the project owner's notice, the contractor shall give the project owner a written reply on the acceptance of the notified error correction, deviation adjustment, and unit price application results. In the case where the contractor does not agree with

	<p>the results of error correction or deviation adjustment, or application of unit prices as notified by the project owner, such contractor's bid dossier shall be rejected, unless the error correction and deviation adjustment or application of unit prices by the project owner are inappropriate or inaccurate.</p>
<p>33. Evaluation of bid dossier</p>	<p>33.1. The project owner shall apply criteria for evaluation defined in this Section and method for evaluation prescribed in the BDS to evaluate the Bid dossier. Any other criterion or method other than those mentioned above shall not be permitted to apply.</p> <p>33.2. Inspection and evaluation the validity of the Bid dossier:</p> <p>a) The inspection and evaluation of the validity of the Bid dossier shall comply with Section 1 of Chapter III - Criteria for evaluation of bid dossier;</p> <p>b) The contractors having valid Bid dossier shall be considered for further evaluation in term of qualifications and experiences.</p> <p>33.3. Qualification and experience evaluation:</p> <p>a) The evaluation of qualification and experience shall comply with criteria for evaluation prescribed in Section 2 of Chapter III - Criteria for evaluation of bid dossier;</p> <p>b) The contractors satisfying qualification and experience requirements shall be considered for further technical evaluation.</p> <p>33.4. Technical and price evaluation:</p> <p>a) The Technical evaluation shall comply with evaluation standards and methods as prescribed in Section 3 of Chapter III - Criteria for evaluation of bid dossier;</p> <p>b) The contractors satisfying technical requirements shall be considered for further price evaluation as prescribed in Section 4 of Chapter III - Criteria for evaluation of bid dossier.</p> <p>33.5. Price Proposal Comparison:</p> <p>To determine the first-ranked contractor, the project owner will compare the evaluated prices (or the lowest price as specified in Section 4, Chapter III - Criteria for evaluation of bid dossier) of all bid dossiers that substantially comply with the bidding dossier. The comparison will be based on:</p> <ul style="list-style-type: none"> - CIF price for imported goods plus transportation and insurance costs to the project site and related service costs; <p>When comparing bids, the project owner will not consider:</p> <ul style="list-style-type: none"> - Taxes, fees, and charges related to import, excise tax (if any), and VAT for goods to be imported under CIF delivery terms; <p>33.6. After price evaluation, the project owner shall make a list of ranking of contractors and submit it to the project owner for approval. The first-ranking contractor shall be invited to enter into contract</p>

	<p>negotiation (if application). The ranking of the Contractors shall comply with the BDS.</p> <p>33.7. If the goods procurement bidding package is divided into independent parts and permits the participation by each part as prescribed in Section 13.4 IFC, the evaluation of bid dossier shall comply with Section 6 of Chapter III - Criteria for evaluation of bid dossier equivalent to the part in which the Contractor participates.</p>
<p>34. Contract negotiation (if necessary)</p>	<p>34.1. The contract negotiation is based on the following documents:</p> <ul style="list-style-type: none"> a) Report of evaluation of bid dossier; b) The Bid dossier and documents clarifying the Bid dossier (if any) submitted by the Contractor; c) Bidding Dossier. <p>34.2. Contract negotiation principles:</p> <ul style="list-style-type: none"> a) Contractors' proposals meeting the requirements of bidding dossier shall not be negotiated; b) Unit prices determined at the financial evaluation step shall not be changed. <p>34.3. Contract negotiation contents:</p> <ul style="list-style-type: none"> a) Those which remain unspecific, unclear or inconsistent between the bidding dossier and bid dossier or different details in the bid dossier, which might cause problems or disputes or affect the responsibilities of relevant parties during contract performance; b) Deviations (if any) already detected and proposed by the contractor in the bid dossier, including changes or alternative technical plans proposed by the contractor if the bidding dossier allows the contractor to offer alternative technical plans; c) Problems (if any) arising in the process of contractor selection in order to finalize the details of a bidding package; d) Clearly define the taxes payable by the contractor according to tax laws, including: taxes, fees, and charges related to import, excise tax (if any), VAT, contractor tax (if any), tax payment method (contractor directly pays taxes or the investor withholds an amount equivalent to the tax value to pay on behalf of the contractor according to current law), tax payable value, and other related issues regarding tax obligations must be specified in the contract. e) Negotiate non-serious errors as specified in 29 IFC f) Other necessary issues. <p>34.4. During contract negotiation, relevant parties shall finalize a draft contract and its specific terms and annexes, including a detailed list of the scope of work, price schedule, and performance schedule (if any).</p> <p>34.5. If the negotiation is not successful, the project owner shall report the project owner to consider and decide on inviting the contractor</p>

	<p>next ranked to the contract negotiation; if the negotiation with the next contractor is not successful, the project owner shall report the project owner to consider and decide on canceling the bidding as prescribed at Point a, Section 36.1, IFC.</p> <p>34.6. If objective reasons or force majeure, the contractor cannot negotiate the contract directly with the project owner, the project owner may consider online negotiation.</p>
<p>35. Conditions for consideration and approval of bid winners</p>	<p>A contractor shall be considered and proposed to be the bid winner if meeting the following conditions:</p> <p>35.1. Having a valid bid dossier as prescribed in Section 1 of Chapter III - Criteria for evaluation of bid dossier;</p> <p>35.2. Is qualified as required in Section 2 of Chapter III - Criteria for evaluation of bid dossier;</p> <p>35.3. Having technical proposals satisfying requirements as prescribed in Section 3 of Chapter III - Criteria for evaluation of bid dossier;</p> <p>35.4. Having a deficient deviation not exceeding 10% of its/his/her bid;</p> <p>35.5. Satisfying requirements as prescribed in the BDS;</p> <p>35.6. Having the proposed winning bid price does not exceed the approved goods procurement bidding package price. In case of the approved bidding package's estimate cost is lower or higher than the approved bidding package price, such cost estimate may replace the bidding package price as the ground for consideration and approval of the bid winner.</p>
<p>36. Cancellation of bidding</p>	<p>36.1. The project owner shall notify the cancellation of bidding in the following cases:</p> <p>a. All of bid dossier fail to satisfy requirements of bidding dossier;</p> <p>b. Investment objectives and scope stated in the approved investment decision change, leading to a change in the work volume or evaluation standards stated in bidding dossier;</p> <p>c. The dossier of bidding dossier fail to comply with the Law on bidding and other relevant laws, leading to the fact that the selected contractor does not satisfy requirements on implementation of the bidding package;</p> <p>d. The bid-winning contractor commits one of the prohibited acts specified in Article 16 of the Law on bidding;</p> <p>e. An organization or individual other than the bid-winning contractor commits one of the prohibited acts specified in Article 16 of the Law on bidding, leading to falsification of contractor selection results.</p> <p>36.2. Organizations and individuals that violate the bidding law, leading to cancellation of bidding under Point c,d,e Section 36.1, IFC,</p>



	<p>shall compensate expenses borne by involved parties and be handled in accordance with law.</p> <p>36.3. In case of cancellation of bidding as prescribed in Section 36.1 IFC, within 5 working days, the project owner shall return or release Bid Security to contractors, excluding contractors that violate regulations prescribed at Point d,e of Section 36.1 IFC.</p>
<p>37. Announcement of contractor select result</p>	<p>37.1. After the decision to approve the contractor selection results, the project owner shall post the contractor selection results on the Network System within 05 working days from the date the project owner approves the contractor selection results. The posted information includes:</p> <ul style="list-style-type: none"> a. Information about the bid package <ul style="list-style-type: none"> - Bid package name, brief description of the bid package; - Approved bid package price or estimate (if any); - Name and address of The project owner; - Contractor selection method; - Contract type; - Bid package performance duration. b. Information about the winning contractor <ul style="list-style-type: none"> - Tax code - Name and address of the winning contractor; - Bid price; - Winning bid price; - Bid package performance duration. - Contract duration. c. For each type of goods and equipment in the bid package, the project owner shall post the following information: <ul style="list-style-type: none"> - Name of goods; - Capacity (if any); - Features, technical specifications; signs, codes, labels; - Origin; - Winning unit price. - Date of approval, number of the decision approving the contractor selection results. d. List of unsuccessful contractor and a summary of the reasons for their non-selection, or an explanation of the relative advantages of the winning contractor. <p>37.2. The contractor selection result shall be send to participating contractors via their email addresses or courier within 05 working days from date of the decision approving the contractor selection results. The content of the contractor selection result notification includes:</p> <ul style="list-style-type: none"> a. Name of the winning contractor; b. Winning bid price; c. Type of contract; d. Bid package performance duration e. Contract duration f. List of unsuccessful contractors and a summary of the reasons for their non-selection, or an explanation of the relative advantages of the

	<p>winning contractor;</p> <p>g. Plan for finalizing and signing the contract with the selected contractor.</p> <p>37.3. In case of bid cancellation as prescribed in Section 36.1 IFC, the bid selection result notification shall clearly state the reason for cancellation.</p> <p>37.4. After notifying the contractor selection result as prescribed in Section 37.2 IFC, In the case where there is a request for specific explanation for the reason the contractor fails the bidding, such contractor shall send a request to the project owner or meet in person with the project owner. The project owner shall respond to requests of the contractors within 02 working days after receiving such requests from the contractors.</p> <p>37.5. In the case where a contractor lodges an appeal to the project owner or competent person about issues before the announcement of the contractor selection result, or about the contractor selection result, the project owner shall upload the project owner's or the competent person's document specifying the settlement of such appeal on the Network System within 05 working days from the date of issuance of such document.</p>
<p>38. Change in quantity of Goods and Services</p>	<p>38.1. When the contract is awarded, the project owner may increase or decrease quantity of Goods and Services defined in Chapter V - Scope of supply provided that it does not exceed the rate prescribed in the BDS and there is no change to unit price, other conditions or terms of the Bidding Dossier and the Bid dossier.</p> <p>38.2. Before the contract expiration date, the project owner may announce the application of the option to purchase additional goods/services within the scope of the bidding package according to the volume prescribed in the BDS, in accordance with the approved contractor selection plan</p>
<p>39. Notice of bid dossier acceptance and contract award</p>	<p>Together with the written notice of contractor selection result, the project owner shall send a Notice of bid dossier acceptance and contract award, including requirements pertaining to performance bond, time for completion and conclusion of contract according to the Form No. 14 Part 4 - Contract Form to the bid winner, provided that the Contractor is determined to be qualified to perform the Contract satisfactorily. The Notice of bid dossier acceptance and contract award shall be an integral of the Contractual documents. In case the bid winner fails to complete and conclude the contract or make Performance bond before the time limit defined in the Notice of bid dossier acceptance and contract award, such contractor shall be rejected without Bid Security return as prescribed in Section 18.5 IFC. The timeframe specified in the notification of bid acceptance shall be calculated from the date the project owner sends this notification to the winning contractor.</p>

<p>40. Conditions for signing of contract</p>	<p>40.1. The Bid dossier of the selected Contractor shall remain valid at the time of signing of contract.</p> <p>40.2. At the time of signing of contract, the selected contractor must meet requirements on technical and financial qualification to perform the bidding package. In case the Contractor is no longer qualified as prescribed in the Bidding Dossier, the project owner shall refuse to conclude the contract with the Contractor. Then, the project owner shall cancel the decision on approval for contractor selection result and send the Notice of bid dossier acceptance and contract award to the next ranked contractor and carry out contract negotiation.</p> <p>The project owner must ensure condition related to advance and payment capital and other necessary conditions to perform the contract on schedule.</p>
<p>41. Performance bond</p>	<p>41.1. Before or at the time of the contract effect, the bid winner shall make a performance bond as prescribed in Section 5.1 Chapter VII. The Contractor shall, if applicable, use the Performance guarantee made according to the Form No. 16 Part 4 - Contract Forms or another form which is approved by the project owner.</p> <p>41.2. The Contractor shall be not refunded the Performance bond in one of the following cases:</p> <ul style="list-style-type: none"> a) Refusing to perform the contract on the effective date of the contract. b) Violating terms and conditions of the contract; c) Performing the contract behind the schedule and refusing to extend the validity period of the Performance bond. <p>41.3. If the winning contractor fails to submit the performance security or sign the contract, the project owner may cancel the bidding results and invite the next highest-ranked contractor to negotiate.</p>
<p>42. Settling complaints in bidding</p>	<p>42.1. When deeming the legitimate rights and interests affected, the contractors may submit complaints to the project owner, competent persons, consultancy council on the contractor selection progress and result according to Article 89, 90 and 91 of the Law on Bidding.</p> <p>42.2. In case the contractor complaints to the project owner, competent persons, consultancy council at the address prescribed in the BDS.</p>
<p>43. Monitoring and supervision of the contractor selection progress</p>	<p>The Contractor shall be responsible for notifying the monitoring and supervising organizations or individuals as prescribed in the BDS any acts or contents inconsistent with the law on bidding.</p>

Chapter II. BID DATA SHEET (BDS)

IFC 1.1	The project owner is: CNG Vietnam Joint Stock Company
IFC 1.2	The Bidding package name: Procurement 5 sets of 40ft ISO LNG Container The project name: Procurement 5 sets of 40ft ISO LNG Container Quantity of parts: 01 part.
IFC 3	Funding sources (or fund arrangement methods): Owners' and loan capital.
IFC 5.5	<p>Assurance of competitiveness in bidding shall be prescribed as follows:</p> <ul style="list-style-type: none"> – The bidding contractor does not have shares or capital contribution exceeding 30% with CNG Vietnam Joint Stock Company, address at No. 475 – Nguyen An Ninh Street – Tam Thang Ward – Ho Chi Minh City, Viet Nam. <p>The ratio of shares and capital contributions among the parties shall be determined at the time of bid closing on the basis of the ratio stated in the business registration certificate, the establishment decision, or other documents of equivalent value.</p> <p>In the case where the contractors participate in the bidding as a consortium, the capital ownership ratio of other organizations and individuals in the consortium shall be determined using the following formula:</p> $\text{Owner ratio} = \sum_{i=1}^n X_i \times Y_i$ <p>In which:</p> <p>Where:</p> <p>X_i: The capital ownership ratio of other organizations and individuals in the i^{th} consortium member;</p> <p>Y_i: The percentage (%) of the workload of the i^{th} consortium member under the consortium agreement;</p> <p>n: The quantity of members of the consortium.</p>
IFC 7.5	The pre-bidding meeting: None
IFC 8	Cost of electronic copies of the bidding dossier: Free
IFC 10.10	Other document: No requirement
IFC 12.1	A contractor is not permitted to submit alternative technical plan proposals.
IFC 13.4	The lots of the goods procurement bidding package: 01 lot.
IFC 13.5	The contractor shall quote: CIF, Cat Lai Port, Ho Chi Minh city, Vietnam accordance with Incoterms® 2020 including latest alteration (if

	any) using regulation in the Form No. 05 Chapter IV.
IFC 14.1	<p>- The bid currency and payment currency is: USD or/and VND (*) For a specific work item, the contractor may only quote in one currency. (*) Note:</p> <p>+ Exchange Currency: VND. If VND is among the currencies, the exchange must be based on VND.</p> <p>+ Exchange Rate Determination Time: at the time of bid opening</p> <p>+ Basis for Exchange Rate Determination: the selling exchange rate of Joint Stock Commercial Bank for Foreign Trade of Vietnam (VCB)</p> <p>The exchange currency are used for bid comparison.</p>
IFC 15.5	The origin of goods must be from G20
IFC 15.7	<p>- Period of the Goods are expected to be functioning (for the purpose of spare parts): 12 months.</p> <p>- The Contractor shall fully provide a list, price, supplier of spare parts according to the Form No.6A Chapter IV - Bid Form.</p>
IFC 16.2	<p>Document proving the Contractor's qualifications to perform the contract in case of winning bid contains:</p> <p>- The copy of Distribution Authorization Letter or sales permit/license of the Manufacturer or the Manufacturer's representatives.</p> <p>+ In case the Contractor isn't the Goods' Manufacturer or Producer as prescribed the bidding dossier. The contractor must submit the original copy of Distribution Authorization Letter or sales permit/license of the Manufacturer or the Manufacturer's representatives that prove the contractor duly authorized from the Manufacturer or the distribution agent for supplying the Goods in Vietnam.</p> <p>+ The contractor may or may not submit the original copy of Distribution Authorization Letter or sales permit/license of the Manufacturer or the Manufacturer's representatives together the bid dossier, even if it is prescribed in the bidding dossier that isn't a reason of disqualification of contractors. The contractor keep being considered and evaluated for bid winner. In case of awarding the contract, the contractor must submit the copy of Distribution Authorization Letter or sales permit/license of the Manufacturer or the Manufacturer's representatives before signing the contract and the contractor is responsible accuracy of the document. In case the contractor doesn't submit the original copy of Distribution Authorization Letter or sales permit/license of the Manufacturer or the Manufacturer's representatives for signing the contract, the project owner invites the contractor ranked next to the contract negotiation.</p>
IFC 17.1	The bid dossier validity period shall be: ≥ 120 days, from the date of bid closing.

IFC 18.2	<p>Contents of the Bid Security:</p> <ul style="list-style-type: none"> - Value and currency of the Bid Security: VND 140.000.000 (In words: One hundred forty million VND) or equivalent to USD 5.310 (In words: Five thousand three hundred ten US Dollars). - The validity period of the Bid Security: \geq 150 days, from the date of bid closing.
IFC 18.4	<p>The unselected contractor shall be either refunded or released the Bid Security within 14 days from the date on which the Contractor selection result is announced.</p>
IFC 19.1	<p>The number of copies of bid dossier is: 01 copy. The number of copies of the bid dossier and the number of copies of modified or substitute bid dossier.</p>
IFC 21.1	<ul style="list-style-type: none"> - For bid dossier submission purposes, the project owner's address is: CNG Vietnam Joint Stock Company No. 475, Nguyen An Ninh Street, Tam Thang Ward , Ho Chi Minh city, Vietnam. Post code: 790000 - Time of bid closing is: 9:00 AM, date 8 month 5 year 2026
IFC 24.1	<p>The bid opening shall publicly take place at: 9:30 AM, date 8 month 5 year 2026 at CNG vietnam Joint Stock Company; address: No. 475, Nguyen An Ninh Street, Tam Thang Ward , Ho Chi Minh city, Vietnam.</p>
IFC 26.4	<p>The Contractor may send documents for Clarification of Bid dossier to the project owner within 5 days, from the time of bid closing.</p>
IFC 30.2	<ul style="list-style-type: none"> - Subcontractor: Not permitted - Maximum value for subcontractors: 0%
IFC 31.3	<p>Incentives:</p> <p>a) For goods of Vietnamese origin with a domestic production cost ratio of less than 50% and no item with a domestic production cost of 50% or more shall be determined as follow:</p> <ul style="list-style-type: none"> - Goods not entitled to incentives shall have their bids, after error correction and deviation adjustment minus the value of discounts (if any), added with an amount of money equal to 7.5% of such bids for comparison and ranking. - The contractors offering goods of Vietnamese origin with the domestic production cost ratio of less than 50% produced at its facility that has at least 50% of its employees who are disabled, war invalids, and ethnic minorities signing labor contracts with the term of 03 months or more, which are still valid at the time of bidding closing, shall be entitled to a preferential coefficient of 10% instead of 7.5%. <p>b) For goods of Vietnamese origin with a domestic production cost ratio of 50% or more shall be determined as follows:</p> <ul style="list-style-type: none"> - Goods not entitled to incentives the contractors shall have their bids, after error correction and deviation adjustment minus the value of discounts (if any), added with an amount of money equal to 10% of the

	<p>bids after error correction and deviation adjustment minus the value of discounts (if any) for comparison and ranking. For goods with the domestic production cost ratio of less than 50% but entitled to incentives, the contractors shall have their bids, after error correction and deviation adjustment minus the value of discounts (if any), added with an amount of money equal to 2.5% of the bids after error correction and deviation adjustment minus the value of discounts (if any) for comparison and ranking. No amount shall be added to the bids of contractors for comparison and ranking if they offer goods of Vietnamese origin with the domestic production cost ratio of less than 50% produced at facilities that have at least 50% of employees who are disabled, war invalids, and ethnic minorities signing labor contracts with the term of 03 months or more, which are still valid at the time of bidding closing.</p> <p>- The contractors offering goods of Vietnamese origin with the domestic production cost ratio of 50% or more produced at its facility that has at least 50% of its employees who are disabled, war invalids, and ethnic minorities signing labor contracts with the term of 03 months or more, which are still valid at the time of bidding closing, shall be entitled to a preferential coefficient of 12% instead of 10%.</p>
IFC 33.1	<p>Method for evaluating bid dossier:</p> <p>c) Qualification and experience evaluation: using the “pass” and “fail” norms;</p> <p>d) Technical-based evaluation: “pass” and “fail” norms that prescribed in Section 3 of Chapter III - Criteria for evaluation of bid dossier.</p> <p>e) Financial evaluation method: Lowest bid method as prescribed in Section 4 of Chapter III - Criteria for evaluation of bid dossier</p>
IFC 33.5	<p>Ranking of contractors: the Contractor having the lowest Bid Price after error correction and adjustment of deviation, and minus (-) its discount (if any) shall be ranked the first.</p>
IFC 35.5	<p>The Contractor having the lowest Bid price after error correction and adjustment of deviation, and minus (-) discount value (if any)</p>
IFC 38	<p>Maximum rate of quantity increase: 0%</p> <p>Maximum rate of quantity decrease: 0%</p>
IFC 42	<p>- Mailing address of the project owner: CNG VIETNAM JOINT STOCK COMPANY <i>No. 475, Nguyen An Ninh Street, Tam Thang Ward , Ho Chi Minh city, Vietnam.</i> <i>Phone: (84) - 254 3574 635</i> <i>Facsimile: (84) - 254 3574 619</i></p> <p>- Mailing address of the competent person: <i>Mr. Nguyen Huu Xuan – Deputy of Director.</i> <i>CNG Vietnam Joint Stock Company.</i> <i>No. 475, Nguyen An Ninh Street, Tam Thang Ward , Ho Chi Minh city, Vietnam.</i> <i>Phone: (84) - 254 3574 635</i> <i>Facsimile: (84) - 254 3574 619</i></p>

	<p><i>Email: xuan.nh@cngvietnam.com</i></p> <p>- Mailing address of the Standing unit assisting the Consultancy council: <i>Mr. Dang Hung Cuong – Chief of Commerce & Investment Department CNG Vietnam Joint Stock Company.</i></p> <p><i>No. 475, Nguyen An Ninh Street, Tam Thang Ward , Ho Chi Minh city, Vietnam.</i></p> <p><i>Phone: (84) - 254 3574 635</i></p> <p><i>Facsimile: (84) - 254 3574 619</i></p> <p><i>Email: trung.ts@cngvietnam.com</i></p>
IFC 43	<p>Address of the organization or individual in charge of monitoring and supervision:</p> <p><i>Ms. Tran Thi Hoai – Staff of Commerce & Investment Department CNG Vietnam Joint Stock Company.</i></p> <p><i>No. 475, Nguyen An Ninh Street, Tam Thang Ward , Ho Chi Minh city, Vietnam.</i></p> <p><i>Phone: (84) - 254 3574 635</i></p> <p><i>Facsimile: (84) - 254 3574 619</i></p> <p><i>Email: hoai.tt@cngvietnam.com</i></p>

Chapter III. CRITERIA FOR EVALUATION OF BID DOSSIER

Section 1. Inspection and evaluation of the validity of the Bid dossier

1.1. Inspection of the validity of the Bid dossier:

a) Inspection of the composition of the original Bid dossier, including: bid application; consortium agreement (if any); power of attorney from the contractor's at-law representative (if any); bid security; quantities of originals and photocopies of the bid dossier;

b) Inspection of the consistency between the original and copies to serve in evaluation of the Bid dossier.

1.2. Evaluation of the validity of the Bid dossier:

A Bid dossier is considered valid when meeting the following requirements:

a) Having an original of the Bid dossier;

b) Having a bid application signed and sealed (if any) by the contractor's legal representative as required in the bidding dossier. The bid application must be signed after the issuance of bidding dossier. Different bids or those which create disadvantageous conditions for the project owner must not be offered. For a consortium of contractors, the bid application shall be signed and sealed (if any) by the legal representative of each consortium member or signed by the assigned consortium member on behalf of the consortium as assigned in the consortium agreement;

c) The validity period of Bid dossier comply with IFC Section 17.1;

d) Having a Bid security which does not violate one of the cases prescribed in Section 18.3 IFC. The letter of guarantee or certificate of guarantee insurance must be signed and stamped with the seal (if any) by a legal representative of a domestic credit institution or foreign bank branch established in accordance with Vietnamese laws, or a domestic non-life insurer, or a foreign non-life insurer's branch established in

accordance with Vietnamese law with the guarantee value, validity period, and beneficiary as required by the bidding dossier. Letter of guarantee or certificate of guarantee insurance must not be duly signed; must not be signed before the bidding dossier is issued; must not be signed before the signing of the consortium agreement in case of a consortium; must not include disadvantageous conditions for the project owner or the project owner(including not meet all commitments as prescribed at the Form No. 04(a) or Form 04(b), Chapter IV- Bid Form).

e) A contractor must not be named in two or more bid dossier in the capacity as independent contractor or consortium member;

f) A consortium agreement (in case of consortium) was signed and sealed by the legal representative of each consortium member (if any). The consortium agreement must clearly state the specific tasks that each member of the consortium shall perform and estimate the corresponding value according to the Form No. 03 Chapter IV – Bid Form. The assignment of tasks within a consortium shall be based on the items listed in the bid quotation specified in the Form No. 05 Chapter IV - Bid Form or specific tasks involved in producing such listed items. The tasks outside the scope of such items or irrelevant to production of such items shall not be assigned;

g) The contractor is eligible as prescribed in Section 5 IFC.

h) Within 03 years before the time of bid closing, the contractor does not have any personnel (who signed a labor contract with such contractor at the time of the violation) convicted by the Court of violating the bidding regulations causing serious consequences as specified in criminal law regulations for the purpose of winning any bidding for such contractor;

Any Contractor having valid Bid dossier shall be considered for further evaluation in term of qualification and experience.

Section 2. Criteria for evaluation of capacity and experience

2.1. Criteria for evaluation of qualification and experience:

Criteria for evaluation of capacity and experience as prescribed at the Form No. 01 (for the contractor isn't the manufacturer on the goods as prescribed in supply scope of the bidding package) or the Form No. 02 (for the contractor is the manufacturer of the goods as prescribed in supply scope of the bidding package). Criteria for evaluating the capacity and experience shall be used the "pass" and "fail" criteria. Contractors is evaluated "pass" all criteria at the Form 01 (for the contractor isn't the manufacturer on the goods as prescribed in supply scope of the bidding package) or the Form 02 (for the contractor is the manufacturer of the goods as prescribed in supply scope of the bidding package) shall be deemed to satisfy capacity and experience requirements.

The subcontractors' qualifications and experiences shall not be evaluated when the Bid dossier of the principal contractor is evaluated. The principal contractor is required to satisfy all qualification and experience criteria (regardless of the subcontractor's qualification and experience).

In cases where the currency stated in similar contracts or payment confirmations from the project owner for contracts for the supply of goods already performed, or tax returns or financial statements, or related documents demonstrating the contractor's

returns or financial statements, or related documents demonstrating the contractor's capacity and experience, is not the currency stated in table of Criteria for evaluation of capacity and experience in the bidding dossier corresponding to each criterion, then when preparing the bid dossier, the contractor must convert to the corresponding currency stated in the bidding dossier as a basis for evaluating the bid dossier. The conversion is carried out as follows:

- Time of determining the exchange rate:
 - + For annual revenue or information on the contractor's financial situation in the year, apply the exchange rate announced on the last day of that year;
 - + For the value of similar contracts, apply the exchange rate on the date of signing that similar contract.
- Basis for determining the exchange rate: selling rate of Joint Stock Commercial Bank for Foreign Trade of Vietnam (Vietcombank).

If the contractor's conversion is inaccurate, the project owner should adjust it appropriately to serve as a basis for evaluation.

In case the contractor participating in the bid is the parent company (for example, a corporation) that mobilizes its subsidiary to perform a part of the work of the bidding package, the contractor must specify the part of the work for these companies according to Form No. 13 Chapter IV - Bid Form. The evaluation of experience in performing similar contracts is based on the value and volume of work undertaken by the parent company and subsidiary companies in the bidding package.

TABLE OF CRITERIA FOR EVALUATION OF QUALIFICATION

(For contractor who are not the manufacturer⁽¹⁾ of goods within the scope of the bid package)

Capacity and Experience Criteria			Requirements to be Complied with			Required Documents
No.	Description	Requirements	Independent Contractor	Consortium Contractor		
				Total of Consortium Members	Each Consortium Member	
1	History of uncompleted contracts due to the contractor's fault.	From January 1, 2023 ⁽²⁾ up to the bid closing date, the contractor has fewer than two uncompleted contracts (Goods' supply, EPC, EP, PC, return key) due to the contractor's fault ⁽³⁾ .	Must meet this requirement.	Not applicable.	Must meet this requirement	Form No. 11
2	Fulfillment of tax obligations.	Has fulfilled tax obligations ⁽⁴⁾ of last fiscal year compared to the bid closing date.	Must meet this requirement.	Not applicable.	Must meet this requirement.	Commitment in the bid application
3	Financial capacity.					
3.1	Financial performance results ⁽⁵⁾	The contractor's net asset value in the most recent fiscal year compared to the bid closing date must be positive. (Net asset value = Total assets - Total liabilities).	Must meet this requirement.	Not applicable.	Must meet this requirement.	Form No. 12
3.2	Average annual revenue (excluding VAT).	Average annual revenue (excluding VAT) of 03 ⁽⁶⁾ last fiscal years (2023, 2024, 2025) compared to the bid closing date is minimum value VND 13.576.945.000 (In words: Thirteen billion five hundred seventy six million nine hundred forty five thousand VN dong) or equivalent to USD 515.000 (In words: Five hundred fifteen thousand US Dollars) ⁽⁷⁾ .	Must meet this requirement.	Must meet this requirement.	Not applicable.	Form No. 12
4	Experience in performing similar goods supply	The contractor has completed at least 01 similar contract as the main contractor (independent or consortium	Must meet this requirement.	Must meet this requirement.	Must meet the requirement (correspondi	Form No. 10(a)

Capacity and Experience Criteria			Requirements to be Complied with		Required Documents	
No.	Description	Requirements	Independent Contractor	Consortium Contractor		
				Total of Consortium Members	Each Consortium Member	
	contracts.	<p>member) or subcontractor⁽⁸⁾ during the period from January 01, 2023⁽⁹⁾ to the closing time.</p> <p>Where a similar contract is:</p> <ul style="list-style-type: none"> - A similar nature: Supply cryogenic tank - Completed with a minimum value: VND 4.887.700.200 (In words: Four billion eight hundred eighty seven million seven hundred thousand and two hundred VN dong) or equivalent to USD 185.400 (In words: One hundred eighty five thousand and four hundred US Dollars)⁽¹⁰⁾. 			ng to the undertaken work).	
5	Ability to warranty, maintain, repair, replace spare parts, or provide other after-sales services ⁽¹¹⁾ .	<p>The contractor must demonstrate the ability to perform warranty, maintenance, repair, spare parts replacement, or provide other after-sales services by one of the following methods:</p> <ul style="list-style-type: none"> - The contractor commits to having the capacity to independently perform warranty, maintenance, repair, spare parts replacement, or provide other after-sales services as required by the bidding documents. -The contractor signs a framework contract with a unit capable of performing warranty, maintenance, repair, spare parts replacement, or providing other after-sales services as required by the bidding documents. 	Must meet this requirement.	Must meet this requirement.	Not applicable.	Contractor's Commitment or Agreement in Principle

Note:

(1) Manufacturer is understood as an enterprise/production facility that produces goods itself or participates in the production process of goods, or a subsidiary or parent company responsible for the distribution and consumption of products produced by another parent company, subsidiary within the Corporation.

(2) Specify the required timeframe, typically from 03 to 05 years prior to the bid closing date.

(3) Contracts on Goods' supply, EPC, EP, PC, return key not completed due to the contractor's fault include:

- Contracts on Goods' supply, EPC, EP, PC, turnkey concluded by the project owner as not completed by the contractor, and the contractor does not object;

- Contracts on Goods' supply, EPC, EP, PC, return key concluded by the project owner as not completed by the contractor, not accepted by the contractor, but concluded by arbitration or court in a manner unfavorable to the contractor.

Uncompleted contracts on Goods' supply, EPC, EP, PC, turnkey do not include contracts where the project owner's decision has been overturned through a dispute resolution mechanism. The determination of an uncompleted contract must be based on all information regarding disputes or litigation resolved in accordance with the dispute resolution mechanism of the respective contract and when the contractor has exhausted all possible avenues for appeal. Contracts delayed due to the contractor's fault but still completed are not considered uncompleted contracts.

For consortium contractors where only one or some consortium members violate and are prohibited from participating in bidding activities as prescribed in Clause 1, Article 133 of Decree No. 214/2025/ND-CP, the remaining consortium members are not considered to have uncompleted contracts due to the contractor's fault. In the event that one or consortium members breach the contract, no longer have the capacity to continue performing the contract, seriously affecting the progress, quality, and effectiveness of the bid package, only the breaching consortium member(s) are considered to have uncompleted contracts; the remaining members are not considered to have uncompleted contracts due to the contractor's fault.

(4) The contractor provides documentation proving fulfillment of tax declaration obligation and payment of corporate income tax for the most recent fiscal year compared to the bid closing date. Tax declaration and corporate income tax payment obligations must be fulfilled prior to the bid closing date. The obligation to pay tax means the payment of tax in an amount corresponding to the applicable tax rate, taxable income, and taxable revenue declared by the contractor on the electronic tax system (i.e., the amount of tax paid corresponds to the amount of tax payable). In cases where late payment, tax exemption, or tax reduction is permitted under State policies, such policies shall be applied in accordance with the relevant regulations, as following:

- The tax declaration (or tax payment notice from the tax authority for business households) and the tax payment receipt confirmed by the tax authority printed from the electronic tax system or

- The tax declaration (or tax payment notice from the tax authority for business households) and confirmation from the tax authority regarding the fulfillment of tax obligations.

If the bidding closing date after the end of the contractor's fiscal year (year Y) and before or on the last day of the 3rd month from the end of year Y, the requirement to fulfill tax declaration and payment obligations applies to the fiscal year before year Y (year Y-1).

(5) The determination of net asset value is based on the contractor's financial statements. If the bidding closing date after the end of the contractor's fiscal year (year Y) and before or on the last day of the 3rd month from the end of year Y, the determination of the contractor's net asset value is based on the financial statements of the year preceding year Y (year Y-1).

(6) Specify the required timeframe, typically from 03 to 05 years prior to the bid closing date (For example: Average annual revenue (excluding VAT) of the 03 most recent fiscal years compared to the bid closing date. If the contractor's years of establishment are less than the number of years required by the bidding documents, the average annual revenue (excluding VAT) is calculated based on the number of years the contractor has been established. If the contractor's average annual revenue (excluding VAT) meets the value requirements of the bidding documents, the contractor will still be evaluated further and not be disqualified.

If the bidding closing date after the end of the contractor's fiscal year (year Y) and before or on the last day of the 3rd month from the end of year Y, the requirement to submit financial statements applies to the years preceding year Y (year Y-1, Y-2...).

(7) State the value and currency. The usual calculation method for the required average annual revenue (excluding VAT):

a) If the contract duration is 12 months or more, the revenue calculation is as follows:

Minimum required average annual revenue (excluding VAT) = [(Bid Package Price - VAT value)/contract duration in years] x k. Typically, the required coefficient k in this formula is from 1.5 to 2.

b) If the contract duration is less than 12 months, the revenue calculation is as follows:

Minimum average annual revenue requirement (excluding VAT) = (Bid package price - VAT amount) x k. Typically, the required coefficient k in this formula is 1.5.

(8) For contracts in which the contractor participated as a consortium member or subcontractor, only the value of the work performed by the contractor is counted.

(9) Specify the required timeframe, usually 03 to 05 years prior to the bid closing date.

(10) The evaluation of the scale of a similar contract is based on the completed and accepted value as follows:

(i) Having at least 01 completed contract that fully supplied similar goods with a value meeting the minimum of VND 4.887.700.200 or USD 185.400, where individual similar items within the contract do not need to have a value meeting 50% of the corresponding item's value in the package.

OR

(ii) Having similar goods items implemented in different contracts (contracts may have been completed or are ongoing, not yet accepted or settled) but ensuring that the value of each similar goods item implemented meets at least 50% of the value of each goods item in the bid package under consideration, where the value of similar goods items in multiple contracts cannot be combined to form a similar goods item with a value exceeding 50% of the value of the goods item in the package under consideration.

Where:

+ The executed item of goods constitutes a partial or complete quantity of goods within the accepted item during the stipulated timeframe, irrespective of the contract signing date. The confirmation date for the executed item, used to identify similar items, is the goods acceptance date, not the contract signing date.

+ A completed contract is one where all goods have been accepted or the contract has been liquidated. The confirmation date for a completed contract, used to identify similar contracts, is the goods acceptance date, not the contract signing date.

- In cases where the contractor is both the manufacturer and supplier (some goods offered by the contractor in the bidding documents are manufactured by the contractor, while others are procured from other manufacturers/suppliers), in addition to declaring experience in similar contracts, the contractor must also declare production capacity as specified in Item 4 – Form No.02 of this Chapter. The contractor's experience will be evaluated based on similar goods supply contracts (corresponding to the portion of goods purchased from other manufacturers/suppliers) and the contractor's production capacity (corresponding to the portion of goods self-manufactured).

(11) If after-sales service is not required, this evaluation criterion should be omitted.

Missing commitments can be supplemented during the bid evaluation process. If the contractor fails to supplement the commitment within a reasonable timeframe as requested by the Bid Inviter, the contractor's bid will be deemed non-compliant with warranty, maintenance, repair, spare parts supply, or other after-sales service requirements, and will be disqualified.

TABLE OF CRITERIA FOR EVALUATION OF QUALIFICATION

(For Contractors who are manufacturers⁽¹⁾ of goods within the scope of the bidding package)

Capacity and Experience Criteria			Requirements to be Complied with			Required Documents
No.	Description	Requirements	Independent Contractor	Consortium Contractor		
				Total of Consortium Members	Each Consortium Member	
1	History of uncompleted contracts due to the contractor's fault.	From January 1, 2023 ⁽²⁾ up to the bid closing date, the contractor has fewer than two uncompleted contracts (Goods' supply, EPC, EP, PC, return key) due to the contractor's fault ⁽³⁾ .	Must meet this requirement.	Not applicable.	Must meet this requirement	Form No. 11
2	Fulfillment of tax obligations.	Has fulfilled tax obligations ⁽⁴⁾ of last fiscal year compared to the bid closing date.	Must meet this requirement.	Not applicable.	Must meet this requirement.	Commitment in the bid application
3	Financial capacity.					
3.1	Financial performance results ⁽⁵⁾ .	The contractor's net asset value in the most recent fiscal year compared to the bid closing date must be positive. (Net asset value = Total assets - Total liabilities).	Must meet this requirement.	Not applicable.	Must meet this requirement.	Form No. 12
3.2	Average annual revenue (excluding VAT).	Average annual revenue (excluding VAT) of 03 ⁽⁶⁾ last fiscal years (2023, 2024, 2025) compared to the bid closing date is minimum value VND 13.576.945.000 (In words: Thirteen billion five hundred seventy six million nine hundred forty five thousand VN dong) or equivalent to USD 515.000 (In words: Five hundred fifteen thousand US Dollars) ⁽⁷⁾	Must meet this requirement.	Must meet this requirement.	Not applicable.	Form No. 12
4	Goods Production Capacity ⁽⁸⁾	The contractor shall provide documents demonstrating the capacity to produce goods within the package, meeting the requirements in one of the two ways as following:	Must satisfy this requirement	Must satisfy this requirement	Must satisfy this requirement (equivalent to the portion of	Form No. 10(b)

Capacity and Experience Criteria			Requirements to be Complied with		Required Documents	
No.	Description	Requirements	Independent Contractor	Consortium Contractor		
				Total of Consortium Members	Each Consortium Member	
		<p>- Design capacity of the factory, production line archives minimum: 02 cryogenic tanks per month, each tank $\geq 45m^3$;</p> <p>Or:</p> <p>- The highest production output of one month within the last 5 years up to the bid closing date archives minimum: 02 cryogenic tanks per month, each tank $\geq 45m^3$</p>			work undertaken)	
5	Ability to warranty, maintain, repair, replace spare parts, or provide other after-sales services ⁽⁹⁾ .	<p>The contractor must demonstrate the ability to perform warranty, maintenance, repair, spare parts replacement, or provide other after-sales services by one of the following methods:</p> <p>- The contractor commits to having the capacity to independently perform warranty, maintenance, repair, spare parts replacement, or provide other after-sales services as required by the bidding documents.</p> <p>-The contractor signs a framework contract with a unit capable of performing warranty, maintenance, repair, spare parts replacement, or providing other after-sales services as required by the bidding documents.</p>	Must meet this requirement.	Must meet this requirement.	Not applicable.	Contractor's Commitment or Agreement in Principle

Note:

(1) Manufacturer is understood as an enterprise/production facility that produces goods itself or participates in the production process of goods, or a subsidiary or parent company responsible for the distribution and consumption of products produced by another parent company, subsidiary within the Corporation.

(2) Specify the required timeframe, typically from 03 to 05 years prior to the bid closing date.

(3) Contracts on Goods' supply, EPC, EP, PC, return key not completed due to the

contractor's fault include:

- Contracts on Goods' supply, EPC, EP, PC, turnkey concluded by the project owner as not completed by the contractor, and the contractor does not object;

- Contracts on Goods' supply, EPC, EP, PC, return key concluded by the project owner as not completed by the contractor, not accepted by the contractor, but concluded by arbitration or court in a manner unfavorable to the contractor.

Uncompleted contracts on Goods' supply, EPC, EP, PC, turnkey do not include contracts where the project owner's decision has been overturned through a dispute resolution mechanism. The determination of an uncompleted contract must be based on all information regarding disputes or litigation resolved in accordance with the dispute resolution mechanism of the respective contract and when the contractor has exhausted all possible avenues for appeal. Contracts delayed due to the contractor's fault but still completed are not considered uncompleted contracts.

For consortium contractors where only one or some consortium members violate and are prohibited from participating in bidding activities as prescribed in Clause 1, Article 133 of Decree No. 214/2025/ND-CP, the remaining consortium members are not considered to have uncompleted contracts due to the contractor's fault. In the event that one or consortium members breach the contract, no longer have the capacity to continue performing the contract, seriously affecting the progress, quality, and effectiveness of the bid package, only the breaching consortium member(s) are considered to have uncompleted contracts; the remaining members are not considered to have uncompleted contracts due to the contractor's fault.

(4) The contractor provides documentation proving fulfillment of tax obligations obligation and payment of corporate income tax for the most recent fiscal year compared to the bid closing date. Tax declaration and corporate income tax payment obligations must be fulfilled prior to the bid closing date. The obligation to pay tax means the payment of tax in an amount corresponding to the applicable tax rate, taxable income, and taxable revenue declared by the contractor on the electronic tax system (i.e., the amount of tax paid corresponds to the amount of tax payable). In cases where late payment, tax exemption, or tax reduction is permitted under State policies, such policies shall be applied in accordance with the relevant regulations, as following:

- The tax declaration (or tax payment notice from the tax authority for business households) and the tax payment receipt confirmed by the tax authority printed from the electronic tax system or

- The tax declaration (or tax payment notice from the tax authority for business households) and confirmation from the tax authority regarding the fulfillment of tax obligations.

If the bidding closing date after the end of the contractor's fiscal year (year Y) and before or on the last day of the 3rd month from the end of year Y, the requirement to fulfill tax declaration and payment obligations applies to the fiscal year before year Y (year Y-1).

(5) The determination of net asset value is based on the contractor's financial statements. If the bidding closing date after the end of the contractor's fiscal year (year Y) and before or on the last day of the 3rd month from the end of year Y, the

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determination of the contractor's net asset value is based on the financial statements of the year preceding year Y (year Y-1).

(6) Specify the required timeframe, typically from 03 to 05 years prior to the bid closing date (For example: Average annual revenue (excluding VAT) of the 03 most recent fiscal years compared to the bid closing date. If the contractor's years of establishment are less than the number of years required by the bidding documents, the average annual revenue (excluding VAT) is calculated based on the number of years the contractor has been established. If the contractor's average annual revenue (excluding VAT) meets the value requirements of the bidding documents, the contractor will still be evaluated further and not be disqualified.

If the bidding closing date after the end of the contractor's fiscal year (year Y) and before or on the last day of the 3rd month from the end of year Y, the requirement to submit financial statements applies to the years preceding year Y (year Y-1, Y-2...).

(7) State the value and currency. The usual calculation method for the required average annual revenue (excluding VAT):

a) If the contract duration is 12 months or more, the revenue calculation is as follows:

Minimum required average annual revenue (excluding VAT) = [(Bid Package Price - VAT value)/contract duration in years] x k. Typically, the required coefficient k in this formula is from 1.5 to 2.

b) If the contract duration is less than 12 months, the revenue calculation is as follows:

Minimum average annual revenue requirement (excluding VAT) = (Bid package price - VAT amount) x k. Typically, the required coefficient k in this formula is 1.5.

(8) Contractors can use documents such as sales invoices, inventory quantities, etc., to demonstrate the output produced in one month; and use documents demonstrating the design capacity of the factory or production line to demonstrate production capacity.

In cases where the contractor is both a manufacturer and a supplier (some goods or a portion of the goods offered by the contractor in the bidding dossier are manufactured by the contractor, while other goods or a portion of the goods are purchased by the contractor from other manufacturers or suppliers to supply for the package), in addition to declaring production capacity, the contractor must also declare experience in implementing similar contracts as specified in Item 4 Form No. 01 of this Chapter. The evaluation of the contractor's experience will be based on similar goods supply contracts (corresponding to the portion of goods purchased by the bidder from other manufacturers or suppliers) and the contractor's production capacity (corresponding to the portion of goods that the contractor self-manufactures to supply for the package).

(9) If after-sales service is not required, this evaluation criterion should be omitted.

Missing commitments can be supplemented during the bid evaluation process. If the contractor fails to supplement the commitment within a reasonable timeframe as requested by the Bid Inviter, the contractor's bid will be deemed non-compliant with warranty, maintenance, repair, spare parts supply, or other after-sales service

requirements, and will be disqualified.

2.2. Criteria for evaluation of key employees: Not applicable

Section 3. Criteria for technical evaluation

3.1. Evaluation by the “pass” and “fail” method:

A general criterion shall be considered “pass” when all detailed criteria are considered “pass”. A general criterion shall be considered “fail” when any detailed criteria is considered “fail”.

The bid dossier shall be considered satisfying technical requirements if all general criteria of I,II,III, IV, V are considered “pass”.

No.	Criterion	Pass/Fail	
I	Scope of supply:		
1	Product type	LNG ISO container	Pass
		Other types	Fail
2	Year of manufacture	From 2025	Pass
		Before 2025	Fail
3	Gas service	LNG	Pass
		Other	Fail
Conclusion		All criteria 1 to 3 are passed	Pass
		Any of criteria is failed	Fail
II	LNG tank:		
1	Type	Double containment, Horizontal	Pass
		Not comply with Double containment, Horizontal	Fail
2	Insulation	High vacuum, multi-layer super insulation	Pass
		Not comply with High vacuum, multi-layer super insulation	Fail
3	Standard	1. Inner shell: ASME VIII Div. 1 (Mandatory Appendix 44) 2. Outer shell: CGA 341	Pass
		1. Inner shell: Not comply with ASME VIII Div. 1 (Mandatory Appendix 44) 2. Outer shell: Not comply with CGA 341	Fail
4	Volume	≥ 45 m3	Pass
		< 45 m3	Fail
5	Working pressure	≥ 8 barg	Pass
		< 8 barg	Fail
6	Service life	≥ 15 years	Pass
		< 15 years	Fail
7	Design temperature	-196/50°C	Pass

No.	Criterion	Pass/Fail	
		Others	Fail
8	Holding time	≥ 40 days	Pass
		< 40 days	Fail
9	Filling ratio	≥ 0.9	Pass
		< 0.9	Fail
10	Static evaporation	≤ 0.25 %/day	Pass
		> 0.25 %/day	Fail
11	Material of inner shell	ASTM Gr304 or equivalent	Pass
		Lower than ASTM Gr304 or equivalent	Fail
12	Test report and certificate	Refer to ASME and designed specification witnessed by third party (DNV, Lloyd, ABS, TUV, GL, BV)	Pass
		Not Refer to ASME and designed specification nor witnessed by third party (DNV, Lloyd, ABS, TUV, GL, BV)	Fail
Conclusion		All criteria 1 to 12 are passed	Pass
		Any of criteria is failed	Fail
III LNG loading/unloading panel:			
1	Equipped all items below: - Isolation ball valves - Level gauge - Drain lines and drain valves - Manual main valves - Pressure gauges - Safety valves {For inner shell: ≥4 pcs (2 branches with 3-way valve); Angle type, Inlet size ≥ ¾", Orifice diameter ≥ 10.5 mm; For piping: ≥1 pcs}. - 04 connection ports, size 2" ANSI #150 Flange: + Vapor connection; + PBU connection; + Liquid unload connection; + Liquid loading connection. - 03 Cryogenic male quick Couplings (tank unit) for 03 ports: + Material: Stainless steel; + Brand: Mann-Tek compatible.	Equipped with all items	Pass
		Lack of any item	Fail

No.	Criterion	Pass/Fail	
2	Thickness and material	Suitable for LNG, complied with ASME/ASTM or equivalent.	Pass
		Not suitable for LNG, nor comply to ASME/ASTM or equivalent.	Fail
3	Direction to fill LNG to tank	Top and bottom	Pass
		Lack or other	Fail
Conclusion		All criteria 1 to 3 are passed	Pass
		Any of criteria is failed	Fail
IV	Container frame 40ft		
1	Standard	ISO 668	Pass
		Not comply with ISO 668	Fail
2	Overall dimension	Comply with ISO 668	Pass
		Not comply with ISO 668	Fail
3	Material	Steel, rust protection	Pass
		Not steel, no rust protection	Fail
Conclusion		All criteria 1 to 3 are passed	Pass
		Any of criteria is failed	Fail
V	Others		
1	Total weight (including weight of LNG filling ratio 0.9 and LNG density 450 kg/m ³)	≤ 38000 kg	Pass
		> 38000 kg	Fail
2	Warranty	≥ 24 months	Pass
		< 24 months	Fail
3	Comply with Chapter V	Comply with Chapter V	Pass
		Not comply with Chapter V	Fail
4	Inspection test plan: • Manufacturing process; • Installation process; • Testing process; • Pre-packaging.	Provide step – inspection to all stages	Pass
		Not provide or missing any step	Fail
Conclusion		All criteria 1 to 4 are passed	Pass
		Any of criteria is failed	Fail

Section 4. Financial Evaluation Criteria: Lowest bid method

The lowest price is determined according to the following steps:

Step 1. Determine the bid price;

Step 2. Correct errors in accordance with Section 32.1 IFC;

Step 3. Adjust deviations in accordance with Section 32.2 IFC;

Step 4. Determine the bid price after correcting errors and adjusting deviations, less any discounts (if any), and convert the bid price to a common currency (if any);

Step 5. Determine incentive value (if any) as prescribed in Section 31 IFC;

Step 6. Rank Contractors: The bid dossier with the lowest bid price (excluding



taxes, fees, charges related to import, excise tax (if any), VAT) after correcting errors, adjusting deviations, less any discounts (if any), and after calculating incentive values (if any) is ranked first.

Section 5. Alternative technical plans in the bid dossier (if any): Not applicable

Section 6. In case a bidding package is divided into independent parts (if any): Not applicable

Chapter IV. BID FORM

Form No. 01(a). Bid application (*applicable to the Contractor who has no discount offer or has discount offer submitted in a separate Letter of Discount*)

Form No. 01(b). Bid application (*applicable to the Contractor who has discount offer in the Bidding participation application*)

Form No. 02. Power of Attorney

Form No. 03. Consortium agreement

Form No. 04(a). Bid guarantee (*applicable to independent contractors*)

Form No. 04(b). Bid guarantee (*applicable to consortium contractors*)

Form No. 05. Bid price summary

Form No. 06A. Price schedule for spare parts and materials

Form No. 07. Delivery schedule

Form No. 08(a). Declaration of contractor information (*in case the contractor is not the manufacturer of the goods within the scope of the contract*)

Form No. 08(b). Declaration of contractor information (*in case the contractor is not the manufacturer of the goods within the scope of the contract*)

Form No. 08(c). Declaration of contractor information (*in case a member of the consortium contractor is not the manufacturer of the goods within the scope of the contract*)

Form No. 08(d). Declaration of contractor information (*in case a member of the consortium contractor is the manufacturer of the goods within the scope of the contract*)

Form No.09. Declaration of domestically – produced costs of Goods eligible for incentives.

Form No. 10(a). Similar contracts performed by contractors

Form No. 10(b). Goods production capacity

Form No. 11. Wholly unperformed contracts

Form No. 12. Financial situation of contractors

Form No.13. List of subsidiaries and affiliates undertaking the work of the bidding package.

BID APPLICATION ⁽¹⁾

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

Date: __ *[insert date of signing of Bidding participation application]*

Bidding package name: __ *[insert the Bidding package name according to the notice of bid invitation]*

Project name: *[insert the project name]*

To: *[insert the complete and accurate name of the project owner]*

After carefully studying Bidding Dossier and documents amending the Bidding dossier number __ *[insert the number of amending documents (if any)]* by the project owner on the Network System, we, *[insert the Contractor's name]*, pledge ourselves to perform __ *[insert the Bidding package name]* in accordance with requirements specified in the Bidding Dossier with the total amount of *[insert the amount in figures, in words, and currency]*⁽²⁾ together with the Bid price summary. The bid package implementation period is __ *[Insert the duration for carrying out all works required under the bid package]*.

We hereby declare that⁽³⁾:

1. We only participate in this Bid dossier as principal contractors.
2. Neither undergoing dissolution procedures nor having its enterprise registration certificate, cooperative registration certificate or certificate of registration of union of cooperatives or cooperative group revoked; not falling into a case of insolvency specified by the bankruptcy law;
3. We do not commit violations against regulations on assurance of competitiveness in bidding.
4. We are not involved in corrupt, fraudulent or conclusive practice and other violations against law on bidding when participating this bidding package.
5. Every information provided in the bid dossier is truthful to be best of our knowledge.
6. Having fulfilled tax obligations for the most recent fiscal year prior to the bid closing date.
7. Not currently being banned from participating in bidding in any country or territory.
8. The information declared in the bid dossier is truthful.
9. In case of winning the bid, the bid dossier and supplement, clarifying documents of the bid dossier that form a responsible agreement between the two until the contract is signed.
10. Within 03 years before the time of bid closing, the contractor does not have any personnel (who signed a labor contract with such contractor at the time of the violation) convicted by the Court of violating the bidding regulations causing serious consequences as specified in criminal law regulations for the purpose of winning any bidding for such

contractor.

11. If the our Bid dossier is accepted, we shall provide the Performance bond in accordance with Section 41 IFC. This Bid dossier takes effect within ____⁽⁴⁾ days, from _____[date, month, year]⁽⁵⁾.

Lawful representative of contractor⁽⁶⁾

[Full name, position, signature and seal]

Notes:

(1) Contractor must provide sufficient and accurate information including names of the project owner and the Contractor, effective period of the Bid dossier, which bears the signature and seal of the contractor's lawful representative.

(2) The Bid defined in the Bid application must be detailed, in number and words, and in conformity with the total Bid defined in the bid price summary. It is not allowed to quote different bids or enclose with any disadvantage condition to the project owner or the project owner. In case the goods procurement bidding package is divided into independent parts, the Contractor shall provide bid for each part and total bid for the parts for which the Contractor make bids.

(3) If the project owner discovers that the Contractor has violated these commitments, the bid shall be rejected, and the Contractor will be subject to penalties according to regulations.

(4) Effective period of the Bid dossier starting from the time of bid closing until its expiration date as prescribed in the Bidding Dossier. The duration from the time of bid closing to 24:00 of the bid closing date is considered 01 day.

(5) Insert the date of bid closing as prescribed in Section 21.1 IFC.

(6) If the contractor's at-law representative authorizes his/her subordinate to sign the Bidding participation application, a Power of Attorney (made according to the Form No. 03 provided in this Chapter) must be enclosed. If the company's charter or another document permits such subordinate to sign the Bid application, such document shall be enclosed (in this case, the Power of Attorney is not required). With regard to the consortium contractor, the Bid application shall be signed by lawful representative of every member, unless the head of the consortium may sign the Bid application according to the consortium agreement as defined in the Form No. 03 Chapter IV - Bid Form. The bid winner must present certified true copies of these documents to the project owner before entering into a contract. If information provided is found inaccurate, the contractor shall be considered violating regulations prescribed in Section 4 IFC.

If a foreign contractor does not have a seal, they must provide confirmation from a competent authority that the signature on the bid and other documents in the bid dossier belongs to the Contractor's legal representative.

BID APPLICATION ⁽¹⁾

(applicable to the Contractor who has discount offer in the Bidding participation application)

Date: *[insert date of signing of Bidding participation application]*

Bidding package name: _____ *[insert the Bidding package name according to the notice of bid invitation]*

Project name: _____ *[insert the project name]*

To: _____ *[insert the complete and accurate name of the project owner]*

After carefully studying the received Bidding Dossier and documents amending the bidding dossier number _____ *[insert the number of the amending documents (if any)]* by the project owner on the Network System, we, _____ *[insert the Contractor's name]*, pledge ourselves to perform _____ *[insert the Bidding package name]* in accordance with the Bidding Dossier with the total amount of _____ *[insert the amount in figures, in words, and currency]* ⁽²⁾ together with Bid price summary. The bid package implementation period is _____ *[Insert the duration for carrying out all works required under the bid package]*.

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

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

We hereby declare that⁽⁴⁾:

1. We only participate in this Bid dossier as principal contractors.
2. Neither undergoing dissolution procedures nor having its enterprise registration certificate, cooperative registration certificate or certificate of registration of union of cooperatives or cooperative group revoked; not falling into a case of insolvency specified by the bankruptcy law;
3. We do not commit violations against regulations on assurance of competitiveness in bidding.
4. We are not involved in corrupt, fraudulent or conclusive practice and other violations against law on bidding when participating this bidding package.
5. Every information provided in the bid dossier is truthful to be best of our knowledge.
6. Having fulfilled tax obligations for the most recent fiscal year prior to the bid closing date.
7. Not currently being banned from participating in bidding in any country or territory.
8. The information declared in the bid dossier is truthful.
9. In case of winning the bid, the bid dossier and supplement, clarifying documents of the bid dossier that form a responsible agreement between the two until the contract is signed.

10. Within 03 years before the time of bid closing, the contractor does not have any personnel (who signed a labor contract with such contractor at the time of the violation) convicted by the Court of violating the bidding regulations causing serious consequences as specified in criminal law regulations for the purpose of winning any bidding for such contractor.

11. If the our Bid dossier is accepted, we shall provide the Performance bond in accordance with Section 41 IFC. This Bid dossier takes effect within ____⁽⁵⁾ days, from _____[date, month, year]⁽⁶⁾.

Lawful representative of contractor⁽⁷⁾
[Full name, position, signature and seal]

Notes:

(1) Contractor must provide sufficient and accurate information including names of the project owner and the Contractor, effective period of the Bid dossier, which bears the signature and seal of the contractor's lawful representative.

(2) The Bid defined in the Bid application must be detailed, in number and words, and in conformity with the total Bid defined in the bid price summary. It is not allowed to quote different bids or enclose with any disadvantage condition to the project owner or the project owner. In case the goods procurement bidding package is divided into independent parts, the Contractor shall provide bid for each part and total bid for the parts for which the Contractor make bids.

(3) Discount is offered on the whole goods procurement bidding package or on one or a number of work item(s) (specify the discounted work items).

(4) If the project owner discovers that the Contractor has violated these commitments, the bid shall be rejected, and the Contractor will be subject to penalties according to regulations.

(5) Effective period of the Bid dossier starting from the time of bid closing until its expiration date as prescribed in the Bidding Dossier. The duration from the time of bid closing to 24:00 of the bid closing date is considered 01 day.

(6) Insert the date of bid closing as prescribed in Section 21.1 IFC.

(7) If the contractor's at-law representative authorizes his/her subordinate to sign the Bidding participation application, a Power of Attorney (made according to the Form No. 03 provided in this Chapter) must be enclosed. If the company's charter or another document permits such subordinate to sign the Bidding participation application, such document shall be enclosed (in this case, the Power of Attorney is not required). With regard to the consortium contractor, the Bid application shall be signed by lawful representative of every member, unless the head of the consortium may sign the Bid application according to the consortium agreement as defined in the Form No. 03 Chapter IV- Bid Form. Each member may give authorization similarly to an independent contractor. The bid winner must present certified true copies of these documents to the project owner before entering into a contract. If information provided is found inaccurate, the contractor shall be considered violating regulations prescribed in Section 4 IFC.

If a foreign contractor does not have a seal, they must provide confirmation from a

competent authority that the signature on the bid and other documents in the bid dossier belongs to the Contractor's legal representative.

Form No. 02

POWER OF ATTORNEY ⁽¹⁾

To day, on ___ month ___ date ___ year, at _____

I am _____ [insert name, identity card/passport number, position of contractor's at-law representative], the at-law representative of _____ [insert name of contractor] at _____ [insert address of contractor] hereby authorizes _____ [insert name, identity card/passport number, position of authorized person] to perform the following tasks during the participation in the bidding package _____ [insert name of the goods procurement bidding package] of _____ [insert name of the project] held by _____ [insert name of the project owner]:

[- Sign the Bidding participation application;

- *Sign the Consortium agreement (if any);*
- *Sign trading documents with the project owner during the bidding participation, including the written request for Clarifying of Bidding Dossier and documents clarifying and explaining the bid dossier and a written request for withdrawing the bid dossier; modification or substitutions of the bid dossier;*
- *Participate in contract negotiation and conclusion;*
- *Sign complaint letter (if any);*
- *Sign contract with the project owner if the project owner is selected](2).*

The authorized person shall only perform the tasks within the scope of authorization as a lawful representative of _____ [insert name of contractor]. _____ [insert name of contractor's at-law representative] is totally responsible for the tasks performed by _____ [name of authorized person] within the authorization scope.

The Power of Attorney is effective from _____ [date] to _____ [date]⁽³⁾ and is made into _____ copies with equal value. _____ copies are kept by the authorizing person, and _____ copies are kept by the authorized person.

Authorized person

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

Authorizing person

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

Notes:

(1) The original copy of the Power of Attorney shall be sent to the project owner together with the Bid application as prescribed in Section 19.3 IFC. The Contractor's lawful representative may authorize their deputies, subordinates, directors of branches, and heads of representative offices of the Contractor to perform the one or several tasks as mentioned above. In this case, the authorized person may use the seal of the Contractor or seal of its unit. The authorized person may not authorize another person.

(2) The scope of authorization shall include one or several tasks as mentioned above.

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

Form No. 03

CONSORTIUM AGREEMENT ⁽¹⁾

_____, month _____ date _____ year _____

Goods procurement bidding package: _____ *[insert name of the goods procurement bidding package]*

Project name: _____ *[insert the project name]*

Pursuant to⁽²⁾ _____ *[the Law on Bidding No. 22/2023/QH15 dated November 26, 2023 of the National Assembly];*

Pursuant to⁽²⁾ _____ *[the Government's Decree No. 24/2024/ND-CP dated February 27, 2024 guiding the implementation the Law on Bidding regarding contractor selection];*

Pursuant to the Bidding Dossier for _____ *[insert name of goods procurement bidding package]* dated _____ *[insert date written on the Bidding Dossier];*

We are representatives of signatories to the consortium agreement include: Name of member *[insert name of each member]* _____

Mr./Ms. _____

Position: _____

Address: _____

Telephone number: _____ Fax: _____

Email: _____

Account: _____ Tax identification number: _____

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

Both parties (hereinafter referred to as members) have reached a consensus on entering into a consortium agreement with the following contents:

Article 1. General principles

1. Members voluntarily establish this consortium to participate in the bidding package *[insert name of goods procurement bidding package]* of *[insert name of project]*.

2. Official name of the consortium used in every transaction related to the goods procurement bidding package as agreed by all members is *[insert the agreed name of the consortium]*.

3. Every member commits not to unilaterally participate or establish a consortium with another member to participate in this goods procurement bidding package. In case of bid winning, no member is allowed to refuse to fulfill the duties and obligations prescribed in the contract. Any member of the consortium that refuses to perform its duties as agreed shall have to:

- Pay damages to other parties in the consortium;
- Pay damages to the project owner as prescribed by the contract;
- Incur other disciplinary forms _____ [specify the form].

Article 2. Assignment of duties

All members unanimously to undertake joint and separate responsibility to perform the bidding package _____ [insert name of goods procurement bidding package] of _____ [insert name of project] as follows:

1. Head member of the consortium:

All parties unanimously authorize _____ [insert name of Party A] as the head member of the consortium who represents the consortium to perform the following tasks ⁽³⁾:

- [- Sign the Bidding participation application;*
- Sign documents with the project owner during the bidding participation, including the written request for clarifying the Bidding Dossier and written documents clarifying and explaining the Bid dossier or a written request for withdrawal of bid dossier, modification or substitutions of the bid dossier;*
- Provide Bid Security for the consortium;*
- 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 are assigned upon agreement among members, including the following⁽⁴⁾:

No.	Name	Tasks	Proportion of total bid
1	Name of head member	_____ _____	_____% _____%
2	Name of second member	_____ _____	_____% _____%
....
Total		All tasks of the goods procurement bidding package	100%

Article 3. Effect of Consortium agreement

1. The Consortium agreement takes effect from the date of its signing.

The Consortium agreement expires in the following cases:

- All parties have fulfilled their duties and obligations, and liquidate the contract;
- The agreement is unanimously terminated by all parties;
- The consortium does not win the bid;
- The bidding package _____ *[insert name of goods procurement bidding package]* of _____ *[insert name of the project]* is cancelled as notified by the project owner.

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

**LAWFUL REPRESENTATIVE OF
HEAD MEMBER**

**LAWFUL REPRESENTATIVE OF
MEMBER**

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

Notes:

(1) On a basis of scope and nature of the goods procurement bidding package, this Consortium agreement may be amended. If the goods procurement bidding package is divided into independent parts, the Consortium agreement shall specify names and numbers of parts in which the consortium participates, and clarify common and private responsibilities of every member.

(2) Update legal normative documents in force.

(3) Scope of authorization includes one or multiple tasks as mentioned above.

(4) The Contractor must specify detailed tasks and estimate equivalent value of tasks performed by every member, common and private responsibilities of each member, including the head member. Tasks assigned in the consortium must be based on the items stated in the bid price list in Form No.05 Chapter IV.

BID GUARANTEE ⁽¹⁾

(applicable to independent contractor)

Beneficiary: _____ *[insert name and address of the project owner]*

Date of issuance: _____ *[insert Date of issuance]*

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 Contractor] (hereinafter after referred to as “the party requesting for guarantee”) would participate in the bid for the performance of *[name of goods procurement bidding package]* of *[name of project]* under the bid Invitation to Bid/notice of invitation of bid No. *[number of the bid invitation/notice of bid invitation]*.

We unconditionally and irrevocably agree commit to act as a guarantee for the Contractor to participate in the bidding package with an amount of _____ *[amount in figures, in words and currency]*.

This Guarantee takes effect within _____⁽²⁾ days, from _____ date _____ month year⁽³⁾.

At the request of the party requesting for guarantee, we, as the Guarantor, unconditionally and irrevocably agree to undertake⁽⁴⁾ 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 written notice state that the Contractor is in breach of its obligation(s), clearly stating that:

1. The Contractor has withdrawn its Bid dossier after the time of bid closing and during the period of bid dossier validity;
2. The Contractor has violated law on bidding leading bid cancellation as prescribed at Point d, e Section 36.1 IFC;
3. The contractor fails or refuses to negotiate the contract (if any) within 10 days, from the date of receiving the notice of invitation for contract negotiation, or has negotiated the contract but refuse to finalize and sign the contract negotiation minutes, except force majeure cases;
4. The contractor fails or refuses to finalize the contract or framework agreement within 20 days, from the date of receiving the project owner’s notice of contract award, except force majeure cases;
5. The contractor fails or refuses to conclude the contract or framework agreement within 20 days, from the date of finalization of the contract or framework agreement, except force majeure cases.
6. The contractor fails to implement the Performance bond as prescribed in Section 41.1 IFC.

In case the contractor is the bid winner: this Guarantee shall expire after the

Contractor conclude the contract and pay the Performance bond to the beneficiary as agreed in such contract.

In case the contractor is not the bid winner: this Guarantee shall expire upon our receipt of a copy of written notice of contractor selection result sent by the beneficiary; within 30 days after the expiration of the Bid dossier.

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

**Lawful representative of
Bank⁽⁵⁾**

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

Notes:

(1) Applicable in cases where the bid security is a guarantee letter from a domestic credit institution, a branch of a foreign bank established under Vietnamese law, or a Guarantee Insurance Certificate from a domestic non-life insurance enterprise, a branch of a foreign non-life insurance enterprise established under Vietnamese law. Banks and non-life insurance enterprises are encouraged to use this Form. In the event that the bid guarantee violates any of the following regulations: having a lower value, a shorter validity period than prescribed in Section 18.2 IFC, incorrect beneficiary name, not being the original, not having a valid signature, signed before the project owner issues the Bidding Dossier, or having attached conditions that are disadvantageous to the project owner or the project owner, the bid guarantee shall be considered invalid.

(2) Insert as prescribed in Section 18.2 **BDS**.

(3) Insert the deadline date as prescribed in Section 18.2 **BDS**.

(4) In case bid security lacks any commitment as as prescribed this form, it is considered as disadvantaged conditions to the project owner, The project owner as prescribed in Section 18.3 IFC, bid security is considered invalid.

(5) In case of using a Guarantee Insurance Certificate, state “Legal representative of the insurance enterprise”.

BID GUARANTEE ⁽¹⁾*(applicable to consortium)***Beneficiary:** _____ *[insert name and address of the project owner]***Date of issuance:** _____ *[insert Date of issuance]***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 Contractor]⁽²⁾ (hereinafter after referred to as “the party requesting for guarantee”) would participate in the bid for the performance of *[name of goods procurement bidding package]* of *[name of project]* under the bid Invitation/notice of bid invitation No. *[number of the invitation to bid/notice of invitation of bid]*.

We unconditionally and irrevocably agree commit to act as a guarantee for the Contractor to participate in the bidding package with an amount of _____ *[amount in figures, in words and currency]*.

This Guarantee takes effect within _____⁽³⁾ days, from _____ date _____ month year⁽⁴⁾.

At the request of the party requesting for guarantee, we, as the Guarantor, unconditionally and irrevocably agree to undertake⁽⁵⁾ 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 written notice state that the Contractor is in breach of its obligation(s), clearly stating that:

1. The Contractor has withdrawn its Bid dossier after the time of bid closing and during the period of bid dossier validity;
2. The Contractor has violated law on bidding leading bid cancellation as prescribed at Point d,e of Section 36.1 IFC;
3. The contractor fails or refuses to negotiate the contract (if any) within 10 days, from the date of receiving the notice of invitation for contract negotiation, or has negotiated the contract but refuse to finalize and sign the contract negotiation minutes, except force majeure cases;
4. The contractor fails or refuses to finalize the contract or framework agreement within 20 days, from the date of receiving the project owner’s notice of contract award, except force majeure cases;
5. The contractor fails or refuses to conclude the contract or framework agreement within 20 days, from the date of finalization of the contract or framework agreement, except force majeure cases.
6. The contractor fails to implement the Performance bond as prescribed in Section 41.1 IFC.

In case the contractor is the bid winner: this Guarantee shall expire after the Contractor conclude the contract and pay the Performance bond to the beneficiary as

agreed in such contract.

In case the contractor is not the bid winner: this Guarantee shall expire upon our receipt of a copy of written notice of contractor selection result sent by the beneficiary; within 30 days after the expiration of the Bid dossier.

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

Lawful representative of Bank⁽⁶⁾

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

Notes:

(1) Applicable in cases where the bid security is a guarantee letter from a domestic credit institution, a branch of a foreign bank established under Vietnamese law, or a Guarantee Insurance Certificate from a domestic non-life insurance enterprise, a branch of a foreign non-life insurance enterprise established under Vietnamese law. Banks and non-life insurance enterprises are encouraged to use this Form. In the event that the bid guarantee violates any of the following regulations: having a lower value, a shorter validity period than prescribed in Section 18.2 IFC, incorrect beneficiary name, not being the original, not having a valid signature, signed before the project owner issues the Bidding Dossier, or having attached conditions that are disadvantageous to the project owner or the project owner, the bid guarantee shall be considered invalid.

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

- Name of the consortium, for example A consortium contractor and B consortium contractor participate in a bid, their name shall be “A + B consortium”;
- Name of the member in charge of the Bid Guarantee for the consortium or another member in the consortium, for example, A + B + C consortium contractors participate in a bid, if their consortium agreement assign A contractor to implement Bid Security for the consortium, the consortium’s name shall be “A contractor (on behalf of A + B + C consortium contractor)”; if their consortium agreement assign B contractor to implement Bid Security for B and C contractors, the consortium’s name shall be “B contractor on behalf of B and C contractors”;
- Name of every member separately implementing the Bid guarantee.

(3) Insert as prescribed in Section 18.2 BDS.

(4) Insert the deadline date as prescribed in Section 18.2 BDS.

(5) In case bid security lacks any commitment as as prescribed this form, it is considered as disadvantaged conditions to the project owner, The project owner as as prescribed in Section 18.3 IFC, bid security is considered invalid.

(6) In case of using a Guarantee Insurance Certificate, state “Legal representative of the insurance enterprise”.

BID PRICE SUMMARY

No.	List of Goods	Unit	Bid quantity	Origin (complete name of nation, territory, symbol, label, manufacturer)	Code of HS	Unit price of CIF(*)	Price of CIF	VAT per CIF Unit price	Total value VAT	Total bid of goods including VAT
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)=(4)x(7)	(9)=(7)* Rate of VAT	(10)=(9)x(4)	(11)=(8)+(10)
Total										
						(M*) (Transfer to Bid application)			(T)	(M) = (M*)+(T) (Transfer to Bidd application)

Legal representative of the Contractor
[state name, title, signature and seal]

For column (2), (3), (4), (5): The Contractor fills in this table in accordance with Section 1 Chapter V - Scope of supply.

For column (5): The Contractor insert Origin, symbol, label, manufacturer informity with the technical proposal;

For column (6): If the contractor knows the HS code of the goods, the contractor lists it; if the contractor does not know the HS code, leave it blank.

(*) CIF, Cat Lai Port, Ho Chi Minh city, Vietnam in accordance with Incoterms® 2020 including latest alteration (if any).

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

(column 10) will not be considered during the evaluation process for comparison and ranking of Contractors.

For the foreigner contractor: Bid application is (M*)

For the domestic Contractor: Bid application is (M)

PRICE SCHEDULE FOR SPARE PARTS AND MATERIALS

(applicable upon the project owner's request)

No.	Category	Unit	Quantity	Code, Brand, Manufacturer, Origin	Supplier	Unit Price (including tax)	Total Amount (including tax)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)=(4)x(7)
1	Safety valve 1" PN50	piece	5				
2	Analog Gauge	piece	5				
Total <i>(Not be transferred into the bid application)</i>							

Authorized Representative of the Contractor
[state name, title, signature and seal]

Note:

- The Contractor shall complete columns (5) to (8). The Contractor must propose and quote prices for spare parts and materials as guided in Clause 15.7 IFC
- The total cost of spare parts and materials shall be added to the Contractor's bid price for the purpose of evaluating the bidding dossier, ranking the contractor, and serving as the basis for procurement by the project owner during contract performance. The Contractor shall be responsible for supplying the spare parts and materials in accordance with its commitments, at prices not exceeding those proposed in this Form during the contract implementation.

DELIVERY SCHEDULE

The Contractor shall propose a supply schedule in accordance with the delivery schedule requirements specified in Chapter V - Scope of Supply.

No.	Name of goods	Unit	Quantity	Description	Origin	Project Location	Delivery date		Proposed Delivery Date ⁽¹⁾ [indicate number of days from the effective date of the contract]
							The earliest delivery duration	The lastest delivery duration	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
1	40ft ISO LNG container	Set	5	According to Section Chapter V- Scope of supply.	G20	Cat Lai port, Ho Chi Minh City Vietnam	90 days since the effective date of the contract.	120 days since the effective date of the contract.	

(1) The Contractor shall complete column (10).

DECLARATION OF CONTRACTOR INFORMATION

(in case the contractor is not the manufacturer of the goods within the scope of the contract)

<p>1. Contractor Name: [State the full name of the contractor]</p> <p>2. Country of Incorporation: [State the country where the contractor is incorporated]</p> <p>Place of Business Registration and Operation: [State the province/city and country where the contractor's business is registered and operating]</p>
<p>3. Year of Establishment: [State the year the contractor was established]</p> <p>4. Address in Country of Incorporation: [State the contractor's address in the country of incorporation]</p>
<p>5. Information on the Contractor's Legal Representative:</p> <p>Name:.....</p> <p>Address:</p> <p>Phone/Fax:Email:.....</p>
<p>6. Attached is a copy of one of the following documents: Business Registration Certificate, Household Business Registration Certificate, Establishment Decision, or an equivalent document issued by a competent authority of the country where the contractor is operating.</p>
<p>7. Describe the contractor's organizational structure.</p>

Handwritten red markings on the right margin, including symbols like '30', '30', 'V', and 'H'.

DECLARATION OF CONTRACTOR INFORMATION

(in case the contractor is the manufacturer of the goods within the scope of the contract)

<p>1. Contractor Name: [State the full name of the contractor]</p> <p>2. Country of Incorporation: [State the country where the contractor is incorporated]</p> <p>Place of Business Registration and Operation: [State the province/city and country where the contractor's business is registered and operating]</p>
<p>3. Year of Establishment: [State the year the contractor was established]</p> <p>4. Address in Country of Incorporation: [State the contractor's address in the country of incorporation]</p>
<p>5. Information on the Contractor's Legal Representative:</p> <p>Name:</p> <p>Address:</p> <p>Phone/Fax:.....Email Address:.....</p>
<p>6. Production Capacity: [Provide information demonstrating the contractor's production capacity, such as the number of factories, production scale, minimum capacity, maximum design capacity, current actual capacity... to demonstrate the ability to meet the requirements for quantity, volume, and delivery time specified in the bidding documents.]</p>
<p>7. Attached is a copy of one of the following documents: Business Registration Certificate, Household Business Registration Certificate, Establishment Decision, or an equivalent document issued by a competent authority of the country where the contractor is operating.</p>
<p>8. Describe the contractor's organizational structure.</p>

**DECLARATION OF INFORMATION ON MEMBERS OF THE
CONSORTIUM CONTRACTOR⁽¹⁾**

*(in case a member of the consortium contractor is not the manufacturer of
the goods within the scope of the contract)*

<p>1. Contractor Name: [State the full name of the contractor]</p> <p>2. Consortium Member Name: [State the full name of the consortium member]</p> <p>3. Country of Incorporation of Consortium Member: [State the country where the consortium member is incorporated]</p> <p>Place of Business Registration and Operation of Consortium Member: [State the province/city and country where the consortium member's business is registered and operating]</p>
<p>4. Year of Establishment: [State the year the consortium member was established]</p> <p>5. Address in Country of Incorporation: [State the consortium member's address in the country of incorporation]</p>
<p>6. Information on the Consortium Member's Legal Representative:</p> <p>Name:.....</p> <p>Address:.....</p> <p>Phone/Fax:.....</p> <p>Email Address:.....</p>
<p>7. Attached is a copy of one of the following documents: Business Registration Certificate, Household Business Registration Certificate, Establishment Decision, or an equivalent document issued by a competent authority of the country where the consortium member is operating.</p>
<p>8. Describe the consortium member's organizational structure.</p>

Note:

(1) Each member of the consortium contractor must declare according to this Form.

**DECLARATION OF INFORMATION ON MEMBERS OF THE
CONSORTIUM CONTRACTOR⁽¹⁾**

*(In case a member of the consortium is the manufacturer of the goods
within the scope of the bidding package)*

<p>1. Contractor Name: [State the full name of the contractor]</p> <p>2. Consortium Member Name: [State the full name of the consortium member]</p> <p>3. Country of Incorporation of Consortium Member: [State the country where the consortium member is incorporated]</p> <p>Place of Business Registration of Consortium Member: [State the province/city and country where the consortium member's business is registered and operating]</p>
<p>4. Year of Establishment: [State the year the consortium member was established]</p> <p>5. Address in Country of Incorporation: [State the address of the consortium member in the country of incorporation]</p>
<p>6. Information on the Legal Representative of the Consortium Member</p> <p>Name:.....</p> <p>Address:.....</p> <p>Telephone/Fax:.....</p> <p>Email Address:.....</p>
<p>7. Production Capacity: [Provide information demonstrating the contractor's production capacity, such as the number of factories, production scale, minimum capacity, maximum design capacity, current actual capacity... to demonstrate the ability to meet the requirements for quantity, volume, and delivery time specified in the bidding documents]</p>
<p>8. Attached is a copy of one of the following documents: Business Registration Certificate, Household Business Registration Certificate, Establishment Decision, or an equivalent document issued by a competent authority of the country where the consortium member is operating. duly issued by a competent authority of the country where the consortium member operates.</p>
<p>9. Describe the organizational structure of the consortium member.</p>

Note:

(1) Each member of the consortium must declare according to this Template.

LIST OF INCENTIVES GOODS

STT	Item Name	Origin <i>[state name of country, territory, code, brand, manufacturer]</i>	Goods with production costs in Vietnam		Declare production costs in Vietnam	
			Yes	No	According to Form No. 09(a1)	According to Form No. 09(a2)
	(1)	(2)	(3)	(4)	(5)	(6)
1	Item 1		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Item 2		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
...	...					
n	Item n		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Legal Representative of the Contractor
[Name, Title, Signature and Seal]

Note:

Column (3), (4): The contractor marks the box corresponding to each type of goods.

Column (5), (6): For goods with domestic production costs of less than 50% or more, the contractor chooses to declare production costs in Vietnam according to Form No. 09(a1) (in case of declaring production costs in Vietnam) or Form No. 09(a2) (in case of declaring import costs).

**DECLARATION OF PRODUCTION COSTS IN VIETNAM FOR
INCENTIVES GOODS**

(in case of declaring production costs in Vietnam)

No.	Item Name	Offered Price of Goods in the Bid	Value of Taxes (including import duties on components and equipment of imported goods, VAT, and other taxes payable for the goods)	Production costs in Vietnam	Percentage of Production Costs in Vietnam
		(I)	(II)	G*	$D(\%) = \frac{G^*}{G}(\%)$ Where $G = (I) - (II)$
1	Item 1				
2	Item 2				
...	...				
n	Item n				

Legal Representative of the Contractor
[Name, Title, Signature and Seal]

**DECLARATION OF PRODUCTION COSTS IN VIETNAM
FOR INCENTIVES GOODS**
(in case of declaring import costs)

No.	Item Name	Offered Price of Goods in the Bid	Value of Taxes (including import duties on components and equipment of imported goods, VAT, and other taxes payable for the goods)	Foreign Costs in Goods, including Fees and Charges (if any)	Production costs in Vietnam	Percentage of Production Costs in Vietnam
		(I)	(II)	(III)	$G^* = \frac{(I) - (II)}{(III)}$	$D(\%) = \frac{G^*}{G(\%)} \times 100$ Where $G = (I) - (II)$
1	Item 1					
2	Item 2					
...	...					
n	Item n					

Legal Representative of the Contractor
[Name, Title, Signature and Seal]

SIMILAR CONTRACTS PERFORMED BY CONTRACTOR⁽¹⁾*(For commercial contractor)*

_____, month _____ date_year

Contractor's name: _____ *[insert name of the Contractor]*

Required information of each contract, provided that every contract must contain the following information: :

Name and number	<i>[complete name and number of the contract]</i>		
Date of signing	<i>[insert date]</i>		
Finish date	<i>[insert date]</i>		
Contractual price	<i>[insert total Contractual price in contractual amount and currency]</i>		Equivalent [State the amount and appropriate currency]
Regarding member in a consortium, insert brief of task in consortium and value of contract in charge	<i>[insert brief of task in consortium in charge]</i>	<i>[insert rate of contractual price in the total contractual price and currency]</i>	Equivalent [State the amount and appropriate currency]
Project name:	<i>[complete name of the contract]</i>		
The project owner's name:	<i>[complete name of the project owner]</i>		
Address:	<i>[complete address of the project owner]</i>		
Telephone number/Fax:	<i>[insert telephone number, fax including, zip code, email address]</i>		
Email:			
Description of similar characteristics prescribed in Section 2.1 of Chapter III - Criteria for evaluation of bid dossier⁽²⁾.			
1. Type of Good	<i>[suitable information]</i>		
2. Value	<i>[value of contract according to contractual value accepted, liquidated]</i>		
3. Scope	<i>[scope of contract]</i>		
4. Other characteristics	<i>[insert other characteristics if necessary]</i>		

The Contractor shall enclose copies of related literature and documents on those contracts as contract, Minutes of acceptance, Minutes of liquidation, invoice (certified that those contracts are completed in conformity with the above requirements, etc. by the project owner).

Notes:

(1) In case of consortium, each member shall declare information using this Form. In case the contractor has many similar contracts, each contract shall be declared according to this Form

(2) The Contractor only declares information similar to the goods procurement bidding package's requirements.

Form No. 10(b)

GOODS PRODUCTION CAPACITY

(for contractor is a manufacturer)

Contractor's name: _____ *[insert name of the Contractor]*

Number of factory, production factory (referred collectively as factory): _____ *[insert number of factory]*

For each factory, contractor fill the following information:

Name of factory	<i>[complete name of the factory]</i>
Address:	<i>[complete address of the factory]</i>
Total investment:	<i>[insert total investment]</i>
Design capacity:	<i>[insert Design capacity]</i>
Operation capacity:	<i>[insert Design capacity of lastest year]</i>
Production standard:	<i>[complete applicable production standard, if any]</i>
Number of employee:	<i>[insert Number of employee working at factory]</i>

Note:

In case of consortium, each member shall declare information using this Form

The contractor must attach documentation proving Goods' production capacity as declared in this table.



WHOLLY UNPERFORMED CONTRACTS ⁽¹⁾

Contractor's name: _____

Date: _____

Name of member (if any): ____

Wholly unperformed contracts prescribed in Section 2.1 of Chapter III - Criteria for evaluation of bid dossier

No concluded contract without performance from January 1, _____ [year] prescribed in criterion 1 in the Table of qualification criteria evaluation in Section 2.1 of Chapter III - Criteria for evaluation of bid dossier.

Contract concluded without performance from January 1, _____ [year] prescribed in criterion 1 in the Table of qualification criteria evaluation in Section 2.1 of Chapter III - Criteria for evaluation of bid dossier.

Year	Unfinished tasks in the contract	Description of contract	Total value of contract (current value, currency unit, exchange rate, equivalent value in VND or/and USD)
		Description of contract: The project owner's _____ name: Address: _____ Reasons for unfinished tasks in the contract: _____	

Notes:

(1) The Contractor must declare accurately and truthfully history of wholly unperformed contracts; if the project owner detects any contractor with wholly unperformed contract not declared shall be considered "fraudulent" and its bid dossier shall be rejected.

In case of consortium, each member shall declare information using this Form.

FINANCIAL SITUATION OF CONTRACTOR ⁽¹⁾

Contractor's name: _____

Date: __

Name of member (if any): __

	Financial figures in the last years ⁽²⁾		
	First year:	Second year:	Third year:
Total assets			
Liabilities			
Net asset value			
Annual revenue from business and production (excluding VAT)			
Annual average revenue from business and production (excluding VAT)⁽³⁾			
Profits before taxes			
Profits after taxes			

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

The financial statement only includes financial situation of the Contractor or members (regarding consortium) but not of an associate entity such as parent company or subsidiary companies or companies associating with the Contractor or members.

Financial statements must be complete and adequate as prescribed.

Financial statements must be corresponding to the complete accounting periods.

Attached are certified true copies of one of the following documents:

- Inspection record of tax settlement;
- Tax self-declaration (VAT and enterprise income tax) whose time of submitting certified by tax agency;
- Documents proving electronic tax settlement and declaration by the Contractor;
- Certification of tax liability issued by the tax agency (certifying amount paid in the whole year);

- | |
|---|
| <ul style="list-style-type: none">- Audit report (if any);- Other documents; |
|---|

Notes:

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

(2), (4) The period of time mentioned above is the same of the period of time prescribed in Section 2.1 of Chapter III - Criteria for evaluation of bid dossier.

(3) In order to determine the annual average revenues (excluding VAT) from business, the contractor shall divide total revenue (excluding VAT) from business operation in the mentioned years by the number of year, on the basis of provided information.

The annual revenue is total revenue in Financial statements for year (excluding VAT).

The annual average revenue (excluding VAT) = total of years' revenue (excluding VAT) as prescribed in bidding dossier/ number of year.

In case newly established contractor does not have enough years as prescribed in bidding dossier, the average annual revenue (excluding VAT) is calculated on the basis of the number of years which contractor has financial data.

**LIST OF SUBSIDIARY, AFFILIATION COMPANY UNDERTAKING
TASKS OF THE BIDDING DOSIER⁽¹⁾**

No.	Name of subsidiary, affiliation company ⁽²⁾	Task of the bidding package ⁽³⁾	Proportion of total bid ⁽⁴⁾	Note
1				
2				
...				

Note:

(1) In case the contractor is the parent company (for example, a Corporation) that assigns tasks to subsidiary or affiliation company to perform tasks in the bidding package, the contractor must be specified in this table. The evaluation of the contractor's experience and capacity is based on the value and volume undertaken by the parent company, subsidiary, and affiliation company in the bidding package. In case the participating contractor is not the parent company, this form is not applicable.

(2) The Contractor specifies names of subsidiary, member company

(3) The Contractor specifies task of the bidding package performed by subsidiary, affiliation company.

(4) The Contractor specifies percentage rate of task performed by subsidiary, affiliation company comparison to to the bid price.

Part 2. REQUIREMENTS ON SCOPE OF SUPPLY

Chapter V. Scope of supply

1. Scope and schedule of goods

No.	List of Goods	Unit	Quantity	Goods Description	Origin	Project Location	Delivery Date (Incoterms)	
							Earliest Delivery Date	Latest Delivery Date
1	40ft ISO LNG container	set	05	According to Section 3 Chapter V	G20	Cat Lai port, Ho Chi Minh city, Vietnam	90 days since the effective date of the contract.	120 days since the effective date of the contract.

2. General information about the project and the bidding package

2.1. Summary of the project:

- Name of the Project: Procurement of 05 sets of 40ft ISO Container.
- The project owner: CNG Vietnam joint stock company.
- Project scope: Procurement of 05 sets of 40ft ISO Container.
- Purpose of project: Procurement 05 tanks for LNG transportation those are used for LNG transport from LNG terminals to end users. The system shall be designed to operate 24 hours a day, 365 days a year with capability for outdoor operation by means of weather proof and double containment. They are designed to work under high vacuum, increasing thermal performance and minimizing product loss due to heat transfer.

2.2. Summary of the bid package:

- Name of bid package: Procurement of 05 sets of 40ft ISO LNG Container.
- Form of Bidder selection: Open International bidding.
- Bidding form: One-stage and one-envelope bidding.
- Time of organization of contractor selection: 60 days.
- Starting time of organization of contractor selection: April, 2026.
- Contract type: Lump sum.
- Duration of bidding package performance: 120 days.

3. Criteria for technique

3.1. Site condition:

- LNG ISO container used in Vietnam with the specific conditions as below:
- Ambient Pressure : 14.50 psia
- Ambient Temperature Range : 10-48 oC
- Maximum Relative Humidity : 90%

3.2. Criteria for technique:

Criteria for technique		
I	Scope of supply:	
1	Product type	LNG ISO container
2	Year of manufacture	From 2025
3	Gas service	LNG
II	LNG tank:	
1	Type	Double containment, Horizontal
2	Insulation	High vacuum, multi-layer super insulation
3	Standard	1. Inner shell: ASME VIII Div. 1 (Mandatory Appendix 44) 2. Outer shell: CGA 341
4	Volume	$\geq 45 \text{ m}^3$
5	Working pressure	$\geq 8 \text{ barg}$
6	Service life	$\geq 15 \text{ years}$
7	Design temperature	$-196/50^\circ\text{C}$
8	Holding time	$\geq 40 \text{ days}$
9	Filling ratio	≥ 0.9
10	Static evaporation	$\leq 0.25 \text{ \%/day}$
11	Material of inner shell	ASTM Gr304 or equivalent
12	Test report and certificate	Refer to ASME and designed specification witnessed by third party (DNV, Lloyd, ABS, TUV, GL, BV)
III	LNG loading/unloading panel:	
1	<p>Equipped all items below:</p> <ul style="list-style-type: none"> - Isolation ball valves - Level gauge - Drain lines and drain valves - Manual main valves - Pressure gauges - Safety valves {For inner shell: ≥ 4 pcs (2 branches with 3-way valve); Angle type, Inlet size $\geq 3/4"$, Orifice diameter $\geq 10.5 \text{ mm}$; For piping: ≥ 1 pcs}. - 04 connection ports, size 2" ANSI #150 Flange: + Vapor connection; + PBU connection; + Liquid unload connection; + Liquid loading connection. - 03 Cryogenic male quick Couplings (tank unit) for 03 ports: + Material: Stainless steel; + Brand: Mann-Tek compatible. 	
2	Thickness and material	Suitable for LNG, complied with ASME/ASTM or equivalent.
3	Direction to fill LNG to tank	Top and bottom
IV	Container frame 40ft	
1	Standard	ISO 668

Criteria for technique		
2	Overall dimension	Comply with ISO 668
3	Material	Steel, rust protection
V Others		
1	Total weight (including weight of LNG filling ratio 0.9 and LNG density 450 kg/m ³)	≤ 38000 kg
2	Warranty	≥24 months
3	List of spare parts	Provide all detail for one year of operation (including unit price of each part)
4	Inspection test plan: <ul style="list-style-type: none"> • Manufacturing process; • Installation process; • Testing process; • Pre-packaging. 	Provide step – inspection to all stages

3.3. Scope of work:

a) Engineering and design of LNG ISO container inclusive of drawings, piping and component sizing, calculations and procurement of all materials.

b) Fabrication and shop testing to Buyer's acceptance.

c) Packing and shipment of containers to deliver to Cat Lai Port, Ho Chi Minh city Vietnam, including CO, CQ, testing reports, third party certificate and other relevant documents regarding the products.

3.4. Standards:

- ASME VIII Div. 1, latest edition: ASME Boiler and Pressure Vessel Code
- ISO 668:2020 Series 1 freight containers - Classification, dimensions and ratings
- CGA 341 - 2017 Specification for Insulated Cargo Tank for Nonflammable Cryogenic Liquids
- ASME B31.3, latest edition: ASME Process Piping
- ASME 31.8, latest edition: Gas Transmission and Distribution Piping Systems
- ANSI B16.34: Valves Flanged, Threaded and Welding End
- NFPA 52 - 2006: Vehicular Fuel System
- National Electrical Code (NEC), latest edition
- QCVN 11:2015/BGTVT: Vietnam National technical regulation on safety and environmental protection for trailer and semi-trailer.
- IP 15; API 500 - Dangerous area.

3.5. LNG cargo tank:

a) All vessels shall be designed to ASME VIII, Division I, latest edition.

b) All vessels shall have ASME code stamped.

- c) All tanks shall be new and unused.
- d) Inclusive safety relief valve and bleed valve.
- e) Tube shall be installed with vibration hoop.

3.6. On-skid instrumentations:

- a) Explosion proof or intrinsically safe components.
- b) Each wire, tube and gauge shall be clearly marked or tagged.
- c) Temperature gauges/devices shall have stainless steel thermowells (mechanic display).
- d) Local analog temperature gauges shall be of 2-1/2" or 4" dial face. Digital gauges shall have a good visible size of readings.
- e) Pressure gauges/devices must have pulsation dampeners and isolation valves (mechanic display).
- f) Analog pressure gauges/devices shall be of 2-1/2" or 4" dial size. Digital gauges shall have good visible size of readings.
- g) Contact devices shall have dust covers.
- h) Emergency stop push button on the locally mounted skid panel.

3.7. Quality assurance:

The package shall be manufactured at facilities to the same standards, specifications, and quality requirements as detailed in the Vendor's Quality Control Program. Quality Control Program shall be incorporated with specific inspection and test points through the entire manufacturing process. Included are the following requirements.

a) Buyout Components:

Vendor procurement specifications and supplier quality requirements shall be submitted to all major suppliers. Approved vendors must have in place a specific quality plan. Suppliers shall be monitored for compliance through facility visits and through specific project inspection, both in vendor shop and via receiving inspection procedures. Supplier's standard inspection documents shall be furnished to Buyer upon request. Tests and inspections shall be to Vendor's standards.

b) Shop Manufacturing:

Welding, fabrication, and assembly shall be accomplished via formal shop planning and related manufacturer specifications. Welding and weld procedures shall be in accordance with recognized industry standards (ASME, API, ANSI, etc.). All pressure vessels shall be fabricated and inspected to ASME code requirements.

3.8. Construction:

- a) Components arrangement shall be designed to provide adequate clearance and safe access for operation and maintenance.
- b) All safety relief valves shall be piped to an atmospheric vent.
- c) Containers shall be designed for structures, the length and width strictly to ISO specifications.

3.9. Welding:

- a) Welding shall conform to ASME/ANSI.
- b) Welders shall be certified by local authorities and all necessary documentation shall be produced upon request of Buyer.
- c) Welds shall be verified by in-process inspection and shall be documented in a certified report and submitted at the completion of fabrication. All welds shall be radio graphed and/or other methods of approved NDT and results shall be attached to final report.

3.10. Piping and tubing:

- a) Piping installation and piping fabrication must be consistent with technical standards ASTM/ASME or recognized technology.
- b) Piping flanges have standards ANSI/ASTM/ASME. The flanges were made by themselves are not accepted.
- c) Piping 2 inches (nominal) and larger shall be butt welded and flanged.
- d) Piping wall thickness shall be designed for a minimum of 1.5 times the operating pressure.
- e) Stainless steel tubing and fittings may be substituted for piping 1 inch (nominal) or smaller; piping 1/2 inch and smaller shall use stainless steel tubing and fittings.
- f) Tubing and fittings shall be stainless steel produced by Swagelok/ Parker or equivalent.
- g) All pipes installed above ground should be clean; epoxy painted and laid on steel brackets, pipe clamps.
- h) Flow arrows shall be marked on all pipes.
- i) The pipeline was installed linking to appropriate anti-vibration.
- j) All pipe and tube and fittings shall be for cryogenic fluid.

3.11. Coating:

- a) All frames (or containers), vessels, brackets shall be painted to the following specifications:
 - Commercial sandblast (frame and bracket)
 - 1 layer of Epoxy Primer Zinc
 - 2 layers of Top coat Epoxy
 - Color - LOGO - as per Buyer's instruction
- b) Prior to cleaning and painting, openings shall be plugged and all nameplates, labels, tags, manufacturer's information and glass shall be covered. All coverings shall be removed when painting is complete.

3.12. Inspection and testing:

- a) All testing procedures shall be submitted to Buyer for review and approval. Completed LNG ISO containers shall be tested at Vendor's shop before the shipment. Tests shall be performed at operating pressures and temperatures. Any exceptions must be submitted to and approved by Buyer fifteen (15) days prior to testing.
- b) Piping shall be hydrotested prior to assembly to 1.5 times its operating pressure or

to a minimum of 25 psi gauge pressure and the reading shall be recorded with a chart recorder for a minimum of one hour.

c) Piping connections shall be air tested for flange leaks after assembly. The test shall be performed at operating pressure for a minimum of thirty (30) minutes to check for leaks when subjected to a soap-bubble test or to another approved leak test.

d) All purchased items shall have the necessary documentation to confirm code of conformance.

e) Relief valves on all piping shall be certified at correct settings.

f) The Buyer's representative shall have the right to reject any components that do not conform to the specifications. The Buyer's acceptance of shop test results shall not constitute waiver of Vendor's obligation to provide equipment which meets the design operating requirements.

g) All inspection & testing must be witnessed and certified by INDEPENDENTLY INTERNATIONAL CERTIFICATION AGENTS (CA). The Buyer shall, once recognize any doubts from design or fabrication works, be entitled to invite other international CA for the re-certification. Failures appearing during such re-certification, if any, shall be subjected to reject in whole or in individual sections accordingly.

3.13. Submittal documents included but not limited to:

- a) Detail specifications of equipment;
- b) Flow, P&ID and utility diagrams;
- c) Drawing of equipment's design;
- d) Maintenance program;
- e) Brochures and technical write-up;
- f) List and pricing for recommended spare parts for 1 year operation;
- g)

Part 3. CONTRACTUAL REQUIREMENTS AND FORMS

Chapter VI. GENERAL CONTRACTUAL TERMS

1. Definitions	<p>In this contract, the terms below are construed as follows:</p> <ol style="list-style-type: none">1.1. "The project owner" means the organization prescribed in the specific contractual terms SCT;1.2. "Contract" means the Agreement entered into between the project owner and the Contractor in the form of writing, including all attachments and appendices;1.3. "Contractor" means the bid winner (independent contractor or contractor in a consortium), as prescribed in the SCT;1.4. "Subcontractor" means any natural person or organization defined in the list of subcontractor proposed by the principal Contractor in the Bid Dossier or contractors who perform tasks as proposed by the principal Contractor in the Bid Dossier; or to whom any part or tasks defined in the Bidding Dossier is subcontracted by the Contractor and approved by the project owner;1.5. "Contractual documents" means the documents listed in the Agreement, including any amendments and supplementations thereto;1.6. "Contractual price" means the total price as stated in the Contract in terms of supply of Goods and Related services. The Contractual price includes expenses incurred from taxes, fees and charges (if any);1.7. "Day" means calendar day; month means calendar month;1.8. "Year" is 365 days;1.9. "Goods" means all of the machinery and equipment, raw material, fuel, materials, spare parts; commodities; medical supply used in the health establishments;1.10. "Related Services" means services such as warranty, maintenance, repair, provision of spare parts or other after-sale services such as training, technology transfers, etc.;1.11. "Completion" means the fulfillment of the Related Services by the Contractor in accordance with the terms and conditions set forth in the Contract;1.12. "The Project Site," means the place named in the SCT.
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<p>2. Documents and Order of priority</p>	<p>2.1. All documents are prescribed in Section 2.2 GCT (including all parts of documents) shall constitute the contract that is united, compatible, supplementary and mutual explanatory.</p> <p>2.2. All documents forming the Contract shall be arranged according to the following Order of priority:</p> <ul style="list-style-type: none"> a. Contract, and attached Appendices; b. Minutes of negotiation of contract; c. Letter of approval of bid dossier and contract award; d. Decision on approval for Contractor selection result; e. SCT; f. GCT; g. Bid Dossier and documents clarifying the Bid Dossier of the Contractor; h. Bidding dossier and documents amending bidding dossier (if any); i. Other documents prescribed in the SCT.
<p>3. Law and language</p>	<p>The Contract shall be governed by the laws of Vietnam, the language of the Contract shall be English or/and Vietnamese.</p>
<p>4. Notices</p>	<p>4.1. Any notice given by one party to the other relating to the Contract shall be made in writing and sent to the address prescribed in the SCT. Term “in writing” means communication in writing and evidence of receipt of the information.</p> <p>4.2. A notice shall be effective when received or on the notice’s effective date, whichever is later.</p>
<p>5. Performance bond</p>	<p>5.1. The performance bond shall be submitted to the project owner no later than the date prescribed in the Letter of approval of bid dossier and contract award. Contractual performance security is a performance bond of a legal representative of a credit institution or a foreign bank branch established in accordance with Vietnam law and is a unconditional (pay on demand), accordance to the Form No.16 Part 4. The performance bond shall apply format, value and effect as prescribed in the SCT.</p> <p>5.2. The Performance bond shall be paid to the project owner to indemnify any loss arising from the Contractor's contractual obligations failure.</p> <p>5.3. The time limit for which the performance bond is refunded shall be prescribed in the SCT.</p>

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<p>6. Subcontractor</p>	<p>6.1. The Contractor is entitled to conclude contracts with subcontractors defined in the list of subcontractors as prescribed in SCT to perform part of tasks as prescribed in the Bid Dossier. The employment of subcontractors shall not change any duty or obligation of the Contractor. The Contractor shall take responsibility before the project owner for quantity, quality, schedule and other obligations performed by the subcontractors.</p> <p>Replacement and addition of subcontractors beyond the list defined in this Section is subject to permission by the project owner with appropriate reasons.</p> <p>6.2. The Contractor is responsible to pay to the subcontractor in full and on time according to the terms signed between the Contractor and the subcontractor.</p> <p>6.3. The Contractor may not employ the subcontractors for any task other than those tasks performed by the subcontractors as defined in the bid dossier.</p>
<p>7. Settlement of Disputes</p>	<p>7.1. The project owner and the Contractor shall make every effort to settle disputes between both parties by negotiation or conciliation.</p> <p>7.2. If the dispute cannot be settled by direct informal negotiation or conciliation within the time limit prescribed in the SCT from the date on which the dispute arises, any party may request to settle such dispute according to the regime prescribed in the SCT.</p>
<p>8. Scope of supply</p>	<p>The Goods and Related Services must be supplied in accordance with Chapter V.</p>
<p>9. Supply schedule of Goods and Completion of Related Services (if any) and documents</p>	<p>The Schedule of supply of the Goods and Completion of the Related Services shall comply with Section 1 Chapter V. The Contractor shall provide invoices and/or other documents prescribed in the SCT.</p>
<p>10. Contractor's Responsibilities</p>	<p>The Contractor must supply all the Goods and Related Services within the Scope of Supply specified in Section 8 of GCT, and the supply and Completion Schedule of related services as prescribed in GCT Section 9.</p>
<p>11. Type of Contract and Contractual price</p>	<p>11.1. Type of contract: lump sum.</p> <p>11.2. The Contractual price is lump sum price and fixed during time of contract performance.</p>
<p>12. Taxes, fees, charges and Tax Adjustments</p>	<p>12.1. In the event that the goods are manufactured abroad, the Contractor shall be responsible for all taxes, fees, and charges incurred abroad.</p> <p>12.2. In the event that the goods are manufactured domestically, the Contractor shall be responsible for all taxes, fees, and charges</p>

	<p>incurred until the goods are delivered to the Owner.</p> <p>12.3. In case the Contractor is eligible for tax, fee and fee exemption or reduction, the project owner shall give maximum conditions to the Contractor for applying the policies of tax, fee and charge exemption or reduction.</p> <p>12.4. In the event that the Contractor is a foreign contractor and incurs foreign contractor taxes in Vietnam, the payment of foreign contractor taxes shall be implemented as stipulated in the SCT.</p> <p>12.5. The tax adjustment shall comply with the SCT.</p>
13 Advance payment	<p>13.1. The project owner shall provide the Contractor with an Advance Payment as prescribed in the SCT after the contractor makes a Advance Payment Bond corresponding to the advance payment. The Advance Payment Bond must be issued by a legal representative of a credit institution or a foreign bank branch established in accordance with Vietnam law.</p> <p>13.2. The Contractor may only use the advance payment for the Contract performance. The Contractor is required to prove the proper use of such advance by submitting copies of invoice and relevant documents to the project owner.</p>
14. Payment	<p>14.1. The Contractor's payment claim must be sent to the project owner in writing that accompanies an invoice describing the goods delivered and related services performed, together with the documents submitted in accordance with GCT Section 9 and send payment claim when obligations specified in the contract have been fulfilled.</p> <p>14.2. Payment shall comply with the SCT.</p> <p>14.3. Payment currency: VND or/and USD.</p>
15. Copyright	<p>The Contractor remains copyright of drawings, documents and records containing information and data that submit to the project owner. In case, third party supplies drawings, documents and records to the project owner directly or by the contractor, third party remains the copyright.</p>
16. Using documents and contractual Information	<p>16.1. The project owner and the Contractor shall keep confidential any documents, data or other information relating to the contract directly or indirectly provided by one party to the other party, without disclosing such documents, data or such information to a third party without the written consent of the other party, whether such document, data or information is provided before, during or after the completion or termination of the contract. The Contractor may transmit to the subcontractor appropriate documents, data and information provided by the Employer for the subcontractor to perform its work under the contract; in this case, the subcontractor shall make a commitment to the Contractor to keep such documents, data or information</p>



	<p>confidential.</p> <p>16.2. The project owner shall not use documents, data and other information that are received from the Contractor for any other purpose not related to the contract. The Contractor shall not use documents, data and other information received from the Employer for any other purpose unrelated to the performance of the Contract.</p> <p>16.3. Obligation of the contractor and the project owner prescribed in Section 16.1 and Section 16.2 of GCT do not apply to the following information:</p> <ol style="list-style-type: none"> a) Information that the project owner or the Contractor needs to provide to the competent authority; b) Information which has been or will be disclosed, is not fault of the Employer or the Contractor; c) Information which owned by one party at the time of publication, not provided directly or indirectly by the other party before; d) Information lawfully received by a party from a third party that has no obligation to keep the information confidential. <p>16.4. The provisions of Section 16 of GCT do not change any confidentiality commitments made by a party prior to the contract signing date in relation to the supply of goods or services.</p> <p>16.5. The provisions of Section 16 of GCT continue in effect after the completion or termination of the contract for any reason.</p>
17. Specifications and Standards	The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards defined in Chapter V; when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' territory or country of origin.
18. Packing of goods	<p>18.1. The Contractor must pack the goods properly to avoid damage during transportation to the project site as specified in the contract. During transportation, the packing is required to prevent their damage due to collision, high or low temperatures, salt water, rain water and outdoors. Packing case size and weights shall take into consideration, where appropriate, the remoteness, vehicles, infrastructure, etc. from the good's departure point to the goods' final destination.</p> <p>18.2. Packing of goods, that must be noted for goods and documents insight and oversight, comply with the specific requirements in the contract, including the requirements (if any) specified the SCT and other instructions of the project owner.</p>
19. Insurance	Except provisions prescribed SCT , the Goods supplied under the Contract must be fully insured to compensate for any unusual damage or loss during production, transportation, storage and delivery as prescribed in the SCT .

<p>20. Shipping and services incurred</p>	<p>20.1. Requirements for shipping and other requirements are prescribed in the SCT.</p> <p>20.2. The project owner may require the Contractor to provide one or more of the following services, including services (if any) as specified in the SCT.</p> <ul style="list-style-type: none"> a) Installate or supervise installation at the site, test the goods; b) Provide necessary tools for assembling and maintaining goods; c) Provide detailed operating and maintenance manuals for each type of goods; d) Operation or supervision or maintenance or repair of the Goods during time as agreed by the parties, provided that such service shall not relieve the Contractor of any warranty obligations under the Contract; e) Instruct the project owner's personnel for installation, test, operate, maintain and repair goods. <p>20.3. In case of arising services excluded in the contract, the project owner and the Contractor negotiate on the cost of performing the services, ensuring that the price does not exceed the price that the contractor applies for similar services in other contracts.</p>
<p>21. Inspections and Tests of goods</p>	<p>21.1. The Contractor must carry out all tests and inspections for the goods and related services as specified in the SCT and bear all costs of testing and inspection.</p> <p>21.2. Inspection and testing may be carried out at the Contractor's place or other place at the delivery location, and/or project site, or at any other location as specified in the SCT. According to the provisions of Section 21.3 of SCT, in case of implement at the Contractor's place or other place, the inspector shall be provided with all necessary facilities and assistance, including access to drawings and production material; The project owner is responsible to bear any cost of these facilities and supports.</p> <p>21.3. The project owner or the project owner's representative has the right to attend the testing sessions specified in Section 21.2 of the SCT, provided that the project owner bears all costs incurred in connection with the attendance, including travel and accommodation costs.</p> <p>21.4. Before conducting of inspection and testing, the Contractor must notify the project owner the place and time of inspection and testing. In case it has to be approved by a third party or manufacturer for the project owner to participate in inspection and testing, the Contractor must have the written consent of these parties.</p> <p>21.5. The project owner may require the Contractor to carry out testing or inspection that exclude in the contract but necessary to confirm that the Goods have the technical and performance</p>



	<p>characteristics to meet the requirements of the contract, provided that the costs a reasonable fee to conduct the test, which is added to the contract price. In the event that testing and inspection slows down the production schedule and/or the progress of the Contractor's performance of other obligations under the Contract, the Employer shall consider adjusting the delivery date, relevant service completion date and obligations.</p> <p>21.6. The Contractor shall submit to the project owner a report on the results of all tests and checks.</p> <p>21.7. The project owner may reject any Goods that fail to pass any test and inspection. The Contractor shall either rectify or replace such rejected Goods or make alterations necessary to meet the specifications. If the Contractor fails to make alternations or rectify such rejected Goods, the project owner shall have rights to rectify or make alternations when necessary, and all costs and risks shall be paid by the contractors. The Contractor shall then carry out the inspection, re-test and bear all costs incurred, and notify the project owner in accordance with the provisions of Section 21.4 of GCT.</p> <p>21.8. The Contractor's Goods testing or inspection, the project owner's or the project owner's representative's attendance at the Tests or Inspections, or the reporting of the test or inspection results in accordance with Section 21.6 of GCT is not exempt from obligation to warranty or other obligations under this Contract.</p>
<p>22. Compensation for damages</p>	<p>Penalties for breach of contract and compensation for damage according to the SCT.</p>
<p>23. Warranty</p>	<p>23.1. The Contractor warrants that all the Goods to be supplied under the contract are new, unused, and of quality in accordance with manufacturing standards as proposed.</p> <p>23.2. In addition, the Contractor shall also ensure that the goods to be supplied under the contract are free from defects that may arise that could lead to an impairment in the normal use of the goods.</p> <p>23.3. The requirements pertaining to warranty of goods shall be prescribed in the SCT.</p> <p>23.4. In case of detecting defects of the goods, the project owner shall promptly notify the Contractor, together with proved documents. The project owner shall facilitate the Contractor to inspect such defects.</p> <p>23.5. After receiving the project owner's notice of defective goods, the Contractor shall promptly repair or replace the defective goods within the time limit specified in SCT and bear all repair costs, replace.</p> <p>23.6. In case the Contractor receive notice but does not repair the goods' defects within the time limit specified in the SCT, the project owner may repair it by himself (if necessary). The Contractor shall bear all risks and costs involved. The project</p>

	owner's self-repair of defects in the Goods shall not affect the project owner's other rights to the Contractor under the Contract.
24. Patent Infringement Compensation	<p>24.1. Provided that the project owner complies with Section 24.2 of GCT, the Contractor is obliged to indemnify and ensure that the Employer and the project owner's personnel are not harmed by any litigation, administrative proceedings, claims, demands, losses, damages, expenses, including costs of attorneys for any infringement or alleged infringement of patents, utility models, industrial designs, trademarks, rights author or other intellectual property rights registered or existing at the date of the contract to which such infringement or alleged infringement relates to:</p> <p>a) The installation of goods by the Contractor or the use of goods in Vietnam;</p> <p>b) The sale of products manufactured from goods.</p> <p>24.2. The above compensation does not apply to the following cases: using the goods or any part of the goods other than the purposes stated in the contract or reasonably arising from the contract; there is a breach by the use of the Goods or any part thereof, or any product produced from the Goods with a combination of equipment, plant or other materials not provided by the Contractor. provided under the contract.</p> <p>24.3. In the event of a lawsuit or claim against the Employer regarding the matters specified in Section 24.1 of GCT, the project owner is obliged to promptly notify the Contractor. The Contractor may settle such litigation or claim on behalf of the project owner or negotiate to settle such litigation or claim and shall be liable for the costs involved.</p> <p>24.4. Within 28 days from receipt of the project owner's notice, in the event that the Contractor fails to notify the project owner of his intention to settle such lawsuit or claim, the project owner shall resolve it himself.</p> <p>24.5. Where required, the project owner shall assist the Contractor in resolving such litigation or claim and shall be reimbursed by the Contractor for all reasonable costs incurred.</p> <p>24.6. Unless otherwise specified in the contract, from 28 days before the date of bid closing or later, if any policy is issued, replaced, modified or declared to be invalid in Vietnam, If the date of delivery and/or the contract price is affected, the delivery date or contract price must be adjusted in proportion to the degree of influence of the contractor when performing contractual obligations. The contract price increase or decrease is not separately paid or recognized as a separate payable if such increase or decrease in contract price has been specified in Section 11 of GCT.</p>
25. Legal changes	Unless otherwise specified in the contract, from 28 days before the date of bid closing or later, if any policy is issued, replaced, modified or declared to be invalid in Vietnam, If the date of delivery and/or the

	<p>contract price is affected, the delivery date or contract price must be adjusted in proportion to the degree of influence of the contractor when performing contractual obligations. The contract price increase or decrease is not separately paid or recognized as a separate payable if such increase or decrease in contract price has been specified in Section 11 of GCT.</p>
<p>26. Force Majeure</p>	<p>26.1. The Contractor shall not be deprived of the contract performance guarantee, shall not be liable for damages or be fined, or have the contract terminated if it falls into force majeure events that hinder the progress of contract performance or unable to perform contractual obligations.</p> <p>26.2. When a force majeure event occurs, the failure of one party to perform any of its obligations will not be considered a breach or breach of the Contract, provided that the party affected by this incident: (a) have taken reasonable, prudential measures and necessary alternative measures, all for the purpose of performing the terms and conditions of this Agreement, and (b) continue to perform its obligations under the Contract to the extent that such performance is reasonable and realistic.</p> <p>26.3. For purposes of this Contract, “Force Majeure” means an event or situation beyond the control of both parties that is not foreseeable, is unavoidable. Such events may include wars or disturbances, strikes, fires, natural disasters, floods, epidemics, quarantine restrictions.</p> <p>26.4. When a force majeure event occurs, the party affected by the force majeure event must promptly notify in writing the other party of such event and the cause of the event within 14 days from the date of occurrence. events of force majeure. At the same time, transfer to the other party a certificate of the force majeure event issued by a competent organization at the place where the force majeure event occurs.</p> <p>26.5. The contractor affected by the force majeure event must continue to perform the contractual obligations as the actual circumstances allow and must find all reasonable measures to limit the consequences of the force majeure event.</p> <p>26.6. The period which a party must complete a work under this Contract is extended by a period equal to the time that the party is unable to perform the work due to the force majeure event.</p>
<p>27. Contract Amendments and supplementations</p>	<p>27.1 The contract amendments may be made if there is any the following change or supplement:</p> <ul style="list-style-type: none"> a) Changes in drawings, technology designs, or technical requirements, in case where Goods to be supplied under the Contract are to be specifically manufactured for the project owner; b) Supplement to necessary work items, goods or service beyond the work scope as prescribed in the Contract; c) Changes in the method of shipping or packing;

- d) Changes in the location of delivery;
 - e) Adjust the contract performance schedule as prescribed in Section 28 the SCT.
- 27.2 In case the modification or supplementation of contents within the scope of work of the contract specified in Section 27.1 of GCT changes the cost or time to perform any of the terms in the contract, the contract price or The date of delivery and the date of completion of related services must be adjusted accordingly and the two parties shall amend and supplement the contract. The Contractor's request for an adjustment to the contract price, delivery date or completion date must be made within 28 days from the date on which the Contractor receives the project owner's request to amend or supplement the contents of the contract and works of the contract.
- 27.3 In case the Contractor supplies the goods with a new version of the same manufacturer, with the same origin, technical features, configuration, parameters, etc., equivalent or better than the version of the goods proposed by the Contractor in Bid dossier and meets the requirements of bidding dossier, the Contractor must notify in advance in writing to the project owner consideration by the project owner. In this case, based on the demand for use, the project owner may accept the Contractor's proposal provided that the unit price and other conditions of the contract remain unchanged.
- 27.4 In case it is necessary to perform related services not mentioned in the contract, the project owner and the Contractor shall negotiate and ensure the unit price is suitable to the market price.
- 27.5 The project owner and the Contractor will negotiate to serve as a basis for signing contract supplements in case of contract amendments and supplements.
- 27.6 During the contract performance, the Contractor may propose a cost-saving solution including at least the following contents:
- a) Content of solution, explaining the difference compared with the requirements under the signed contract;
 - b) Comprehensive analysis of the costs and benefits of the solution, including description and estimation of the costs (including life cycle costs) that may arise for the project owner in the event of approval of the contractor's proposal;
 - c) Impact of the solution on contract performance.
- 27.7 The project owner may accept the Contractor's proposal if it demonstrates one of the following benefits without affecting the necessary functions of the Goods:
- a) Shorten delivery time;
 - b) Reduced contract price or life cycle costs for the project owner;
 - c) Improve the quality, efficiency or sustainability of the goods in the contract;

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	<p>d) Any other benefits for the project owner.</p> <p>In case the Contractor's proposal is accepted by the project owner and reduces the contract price, the project owner shall pay the Contractor at the rate specified in SCT for the contract discount value.</p> <p>In case the Contractor's proposal is accepted by the project owner and increases the contract price but reduces the life cycle costs due to the impact of the factors specified at Points a, b, c and d of this Section, the project owner payment to the Contractor according to the increase in the contract price.</p>
<p>28. Adjustment to contract performance schedule</p>	<p>28.1. During the performance of the contract, if adverse conditions arise, preventing the Contractor or subcontractors from providing goods and the schedule for performing related services specified in Section 9 of GCT, The Contractor must promptly notify in writing the project owner of the delay, the cause and the delay period. On the basis of the Contractor's notice, the project owner shall promptly assess the situation and may consider extending the Contract. In case the project owner agrees to the extension, the parties shall negotiate to serve as a basis for signing an appendix to amend and supplement the contract.</p> <p>28.2. Except for the force majeure event specified in Section 26 of GCT, the Contractor who is late in delivering the goods or completing the related services late is obliged to compensate the project owner for damage in accordance with the provisions of Section 22 of GCT.</p>
<p>29. Termination of contracts</p>	<p>29.1. Termination of the contract due to a breach</p> <p>a) The Employer may terminate the contract in whole or in part without prejudice to other remedies for breach of contract by giving written notice to the Contractor of the breach of contract in the following cases:</p> <p>(i) the Contractor's failure to deliver the Goods or part thereof within the period specified in the contract, or within the grace period specified in Section 28 of GCT;</p> <p>(ii) the Contractor fails to perform any other obligations under the contract;</p> <p>(iii) The project owner determines that the Contractor commits one of the prohibited acts specified in Article 89 of the Bidding Law during the bidding process or contract performance;</p> <p>b) In the event that the project owner terminates a part or the whole of the contract in accordance with subparagraph a) of this Section, the project owner may procure related goods and services similar to those not yet performed under this Section, appropriate terms and methods. The Contractor shall be liable to indemnify the project owner for any additional costs arising from the purchase of such goods and services. However, the Contractor must continue to perform the part of the contract that has not been</p>

	<p>terminated.</p> <p>29.2. Termination of contract due to inability to pay</p> <p>In the event of the Contractor's bankruptcy or insolvency, the project owner may terminate the Contract at any time by giving notice to the Contractor. In such event, the Contract shall be terminated and the Contractor entitled to no compensation provided that such termination shall not prejudice or affect any prior right of action or remedy of the project owner or later.</p>
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CHAPTER VII. SPECIFIC CONTRACTUAL TERMS

Unless provided otherwise, all specific contractual terms shall be completed before issuing the bidding dossier.

GCT 1.1	The The project owner is: CNG Vietnam Joint Stock Company
GCT 1.3	The contractor is: _____ <i>[Insert name of the bid winner]</i> .
GCT 1.11	Final Destination is: Cat Lai Port, Ho Chi Minh city, Viet Nam
GCT 2.2 (i)	The following documents are integral parts of the Contract: Others (if any).
GCT 4.1	For notices, the project owner's address shall be used: CNG VIETNAM JOINT STOCK COMPANY No.475 – Nguyen An Ninh Street – Tam Thang Ward – Ho Chi Minh City – Vietnam. Phone: (84) - 254 3574 635 Facsimile: (84) - 254 3574 619
GCT 5.1	The performance bond shall apply format, value and effect as: - The Performance Bond shall be issued by a legal representative of a credit institution or a foreign bank branch established in accordance with Vietnam law and accepted by the project owner in accordance with Form No. 16 Part 4 or another form which is approved by the project owner. - The amount of the Performance Bond: 5% of the contractual price. - Effect of the Performance Bond: 150 days from the effective date of the Contract.
GCT 5.3	Deadline for refunding the Performance Bond: Performance Bond shall automatically be released after expiration date of Performance Bond.
GCT 6.1	List of subcontractors: None
GCT 7.2	- Time limit for conducting conciliation: Within 20 days from the date that one party send the reconcile requirement. - The disputes shall be finally and exclusively settled by Vietnam International Arbitration Center.
GCT 9	The contractor must provide the following information and documents on goods transportation: a) Certificate of Origin of Goods issued by the Chamber of Commerce of Manufacturer's country: 01 original, 02 copies; b) Commercial Invoice: 01 original, 02 copies; c) Certificate of Quantity and Quality issued by Manufacturer for each Goods: 01 original, 02 copies; d) Test Certificate of inspection issued by Independent Inspector for Goods: 01 original, 02 copies;

e) Bill of Lading: 03 originals;

f) Packing list: 03 originals.

* For foreigner contractor:

1. Shipping advice shall be sent by facsimile to the project owner's address mentioned above not later than five (5) Working Days after the Bill of lading (B/L) date and shall include the following information:

- a. Contract number;
- b. Number of cases, gross/ net weight and measurement;
- c. Bill of Lading number and date;
- d. Packing list;
- e. Name of Vessel and nationality;
- f. Port of loading.

2. Not later than ten (10) Working Days after the B/L date, the contractor shall send by facsimile/email to the project owner's address one set of the following documents:

- a. One (01) copy of clean- on- board Bill of Lading;
- b. One (01) copy of Certificate of Origin of Goods issued by the Chamber of Commerce of Manufacturer's country;
- c. One (01) copy of Packing List;
- d. One (01) copy of Commercial Invoice (if any);
- e. One (01) copy of Certificate of Quantity and Quality issued by Manufacturer for each Goods;
- f. One (01) copy of Test Certificate of inspection issued by Independent Inspector for Goods;
- g. One (01) copy of Insurance Policy;
- h. One (01) set of catalogues of each equipment.
- l. All other related Technical Documents as deemed necessary for proper operation and maintenance of the Goods.
- m. General parts catalogue if not included in Manual.

3. Not later than thirty (30) days from the signing date of Contract, the Seller will send by express courier to the Buyer's head office two (02) sets of final Technical documents comprising of the following:

- g) Detail specifications of equipment;
- h) Flow, P&ID and utility diagrams;
- i) Drawing of equipment's design;
- j) Maintenance program;
- k) Brochures and technical write-up
- l) List and pricing for recommended parts for 1 year operation
- m) All other technical documents as deemed reasonably necessary for proper operation and maintenance of the goods.

	Ensuring that the project owner receives the above documents before the goods arrive; otherwise the contractor shall bear any arising expenses.
GCT 12.4	Foreign contractor tax: In case the winning contractor is a foreign contractor and foreign contractor taxes arise in Vietnam, then the method of tax payment, the tax amount, and other related issues regarding tax obligations must be specified as prescribed in Section 34.3(d) IFC.
GCT 12.5	Tax adjustments: Permitted. During the performance of the Contract, if the taxes, at the payment time, change (increase or decrease), both parties shall consider to adjust taxes pursuant to substantive tax law and the contractor presents documents clearly determining the amount of taxes incurred, the difference of taxes shall be adjusted according to the contract.
GCT 13.1	Advance payment: 10% of total contract value within fifteen (15) working days since the date the Buyer receives an Advance payment bond in accordance with the Form No.17 of Part 4 – Contract Form from the Seller, which value and effect as: - The amount of the advance payment bond: 10% of the contractual price - Effect of the advance payment bond: 120 days from the issue date of the advance payment bond or when the seller refunds the advanced payment amount, whichever comes first.
GCT 14.2	Method of payment: 1. Payment method: Letter of credit or wire transfer 2. Schedule of payment: ✓ For domestic contractor: a. Stage 1: 80% (eighty percent) of the contract value shall be paid within 20 working days from the date the buyer receives all of the following documents: + Bill of Lading: 03 originals; + Certificates of Origin issued by the Chamber of Commerce of Manufacturer's country: 01 original and 02 copies; + Valid Invoice covering 90% of contract value + Packing list: 03 originals; + Insurance Policy/Certificate, Buyer endorsed, covering all risks clause (class A) of Lloyd's Institute or equivalent, indicating 110% coverage of the total contract value: 01 original and 02 copies; + Certificate of Quantity and Quality issued by Manufacturer for each Goods: 01 original and 02 copies; + Certificate of Inspection issued by Independent Inspector for each goods: 01 original and 02 copies.

	<p>b. Stage 2: 10% (ten percent) of the contract remain value shall be paid within 20 working days from the date the buyer receives of the following documents:</p> <ul style="list-style-type: none"> + Request for payment 10% (ten percent) of the contract remain value: 01 original; + Valid Invoice covering 10% of contract value + Minute of acceptance and handing – over signed by Buyer’s and Seller’s representative: 01 original; + Warranty bond 5% (five percent) of the contract value: 01 original. <p>✓ For foreigner contractor: Payment 100% (One hundred percent) of delivered Goods value when presentation of the following documents in English by the Seller to the bank of the Buyer which issue L/C:</p> <ul style="list-style-type: none"> + Valid invoice covering 100% (One hundred percent) of delivered Goods value: 03 original; + Documents for delivery of goods as stated GCT 9 of the bidding dossier. + Warranty bond 5% (five percent) of the contract value: 01 original.
GCT 18.2	Packing: The packaging of goods shall be specified depending on the size and characteristics of each type of goods, method of delivery and standard of manufacturer, which must clearly state the method of and materials for packaging, goods information written in the package, and instructions for loading, unloading and transportation, etc.
GCT 19	Insurance: <ul style="list-style-type: none"> - Insurance of 05 sets of LNG iso 40ft container as stipulated Incoterms® 2020 – CIF- Cat Lai Port, Ho Chi Minh city Viet Nam. - The Seller shall insure the Goods supplied under this Contract one hundred and ten percent (110%) of the contractual price with all risks clause (class A), in accordance with Lloyd's Institute or equivalent Cargo Clause (A) payable in currency stated in this Contract in favor of the Buyer.
GCT 20.1	<ul style="list-style-type: none"> - Requirements on delivery of goods: Goods shall be delivered based on CIF – Cat Lai Port, Ho Chi Minh city, Viet Nam in accordance with the terms and conditions of INCOTERMS 2020 including recent modifications issued by the International Chamber of Commerce. - Partial and transship: not allowed.
GCT 20.2	The Contractor to provide the following services: <p>a. Provide necessary tools for assembling and maintaining goods;</p>

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	<p>b. Provide detailed operating and maintenance manuals for each type of goods;</p> <p>c. Instruct the project owner's personnel for installation, test, operate, maintain and repair goods.</p>
GCT 21.1	Inspection and tests shall be as described specifically at Item 2.12 Chapter V Part 2.
GCT 21.2	<p>Inspection at destination:</p> <ul style="list-style-type: none"> + The Buyer has the right to request the independent inspector to re-inspect about the condition of goods at destination place at Buyer's cost. Choice of Independent Inspector has to be approved by the Seller and/or Manufacturer. If there is any difference about the quality, quantity with as stipulated in the contract, firstly the Buyer shall send a complaint letter by facsimile to the Seller within 20 days after offloading of goods. Then, the Buyer shall make the official complaint letter accompanied with supported documents. If the inspection of goods is not complied with technical standards, the Buyer has the right to reject receiving these goods and the Seller within 60 days from date of receiving the official complaint letter from the Buyer, must change the goods for the Buyer for free if proven Seller's fault. + The certificate of inspection of independent inspector at destination place is considered as the legal basis and used for complaint purpose (if any) to the insurance company and/or to the Seller. + Expenses in connection with Inspection at destination place will be at Buyer's account.
GCT 22	<p>The maximum compensation for damage is: 8% (eight percent) of the value of the late delivered Goods</p> <ul style="list-style-type: none"> - 0,1 % (zero point one percent) of the value of the late delivered Goods per 1 (one) day of delay for the first 7 (seven) days; - 0.2 % (zero point two percent) of the value of the late delivered Goods per 1 (one) day of delay for the second 7 (seven) days; - 0.5 % (zone point five percent) of the value of the late delivered Goods per 1 (one) day of delay for the third 7 (seven) days. <p>In case of the delivered goods does not meet the technical requirements as stated in the Bidding dossier when installing to trial run. Seller must compensate all damages for buyer.</p>
GCT 23	<p>23.3. The Warranty period and site address:</p> <ul style="list-style-type: none"> - Warranty of 24 months after the date of arrival Goods - Warranty site address: in north Vietnam or south Vietnam. <p>23.5 After receiving the project owner's notice of defective goods, the Contractor shall promptly repair or replace the defective</p>

	<p>goods within 20 days from the date the Purchaser announces of defective goods and bear all repair costs, replace.</p> <p>23.6 In case of notifying the Seller, the Seller does not remedy any damage and defects within 7 days from the date the Purchaser announces, the Purchaser has the right to repair and replace at any cost incurred by the Supplier.</p>
GCT 27.7(d)	<p>In case the proposal of a cost-saving solution is approved by the project owner and helps to reduce the contract price, the project owner shall pay the Contractor 0% of the contract discount value</p>

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Part 4. CONTRACT FORM

This Chapter includes the forms that are integral parts of the Contract upon information completion. Forms of Performance Bond and Bank guarantee for Advance payment shall be filled by the bid winner after it awards the Contract.

Form No. 14. Notice of Bid Dossier Acceptance and Contract Award

Form No. 15. Contract

Form No. 16. Performance Bond

Form No. 17. Advance Payment Bond

NOTICE OF BID DOSSIER ACCEPTANCE AND CONTRACT AWARD

_____[Location], _____[date]

To: *[insert name and address of the bid winner, hereinafter referred to as "the contractor"]*

Re: *Notice of bid dossier acceptance and contract award*

Pursuant to the Decision No. _____ dated _____ of the project owner *[insert the name of the project owner]*, (hereinafter referred to as "the project owner") in terms of approval for result of selection of contractor for

_____*[insert name of bidding package]*, the project owner *[insert the name of the project owner, hereinafter referred to as "the project owner"]* notify that the project owner have accepted the bid dossier and award the Contract to the contractor for performing _____*[insert name and number of bidding package. If the bidding package is divided into several parts, name and number of the parts that the contractor wins the bidding]* with the contractual price: _____*[insert the winning bid prescribed in the Decision of approval for the contract selection]* and within the contract performance duration: _____*[insert the contract performance duration prescribed in the Decision of approval for the contract selection]*.

Request the lawful representative of the contractor to complete and enter into the Contract with the project owner, the project owner according to the following plan:

- Time for the Contract completion: _____*[insert the time of completing the contract]*, in/at _____*[insert the location of completing the contract]*;

- Time for the Contract conclusion: _____*[insert the time of concluding the contract]*, in/at _____*[insert the location of concluding the contract]*; enclosed with the Draft of the Contract.

Request the contractor to carry out the contract performance security as prescribed in Form No. 16 of Part 4 - Contract Form of the bid dossier with an amount of _____ and valid time _____*[as prescribed in Section 5.1 of the SCT of the bidding dossier]*.

This Notice is an integral part of the dossier of the Contract. Upon the receipt of this Notice, the contractor must send us a Notice of acceptance of the Contract conclusion and carry out the contract performance security according to the above requirements, in which the contractor shall commit that its current capacity still meets requirements of the bidding dossier. The project owner shall reject the contract completion and conclusion with the contractor if the current capacity of the contractor fails to satisfy the requirements of the bidding package.

If until _____*[date]*⁽¹⁾, the contractor fails to complete and conclude the contract or refuse to complete, conclude the Contract or fails to carry out the contract performance security in conformity with the above requirements, the contractor shall be rejected and be not refunded the bid security.

Lawful representative of the project owner

[full name, position, signature and seal]

Notes:

(1) Insert the time in conformity with the time specified in the Form of guarantee letter for participation in bidding.

Form No. 15

CONTRACT

_____, day ____ month ____ year ____

Contract No.: _____

Bidding package: _____ [write the name of the bidding package]

Under the project: _____ [write the name of the project]

Pursuant to ⁽²⁾ ____ (National Assembly's Civil Code No. 91/2015/QH13 of November 24, 2015);

Pursuant to ⁽²⁾ ____ (National Assembly's Bidding Law No. 22/2023/QH15);

Pursuant to ⁽²⁾ ____ (The Government's Decree No. 214/2025/ND-CP, detailing a number of articles of the Bidding Law regarding contractor selection);

Pursuant to Decision No. ____ of day ____ month ____ year ____, of _____, approving the contractor selection result for the bidding package ____ [write the name of the bidding package] and the project owner's Notice No. ____ of day ____ month ____ year ____, approving the bid dossier and awarding the contract;

Pursuant to the minutes on contract negotiation and finalization signed by the project owner and the bid-winning contractor on day ____ month ____ year ____;

We, representing the contract signatories, including:

The project owner (below referred to as Party A/Buyer)

The project owner's name [write the name of the project owner]: _____

Address: _____

Tel: _____

Fax: _____

Email: _____

Account number: _____

Tax identification number: _____

Represented by Mr/Mrs: _____

Position: _____

Power of attorney No. ____ of day ____ month ____ year ____ (in case of authorization).

Contractor (below referred to as Party B/Seller)

Contractor's name [write the name of the bid-winning contractor]: _____

Address: _____

Tel: _____

Fax: _____

Email: _____

Account number: _____

- Shipment;
- Custom clearance and delivery of goods;

Article 5. Contract value and form; Advance and payment

1. Contract value: *[Contract value is agreed by both the Seller and the Buyer through Contract finalization negotiation on the basis of approved value of awarded contract and specified in the Contract].*

2. Contract form: Lump sum price.

3. Payment currency: USD/VND or both.

4. Advance:

Advance payment: 10% of total contract value within fifteen (15) working days since the date the Buyer receives an Advance payment bond in accordance with the Form No.17 of Part 4 – Contract Form from the Seller, which value and effect as:

- The amount of the advance payment bond: 10% of the contractual price
- Effect of the advance payment bond: 120 days from the issue date of the advance payment bond or when the seller refunds the advanced payment amount, whichever comes first.

5. Payment:

5.1. Method of payment: Letter of credit or wire transfer

5.2. Schedule of payment:

✓ For domestic contractor:

c. Stage 1: 80% (eighty percent) of the contract value shall be paid within 20 working days from the date the buyer receives all of the following documents:

- + Bill of Lading: 03 originals;
- + Certificates of Origin issued by the Chamber of Commerce of Manufacturer's country: 01 original and 02 copies;
- + Valid Invoice covering 90% of contract value: 01 original and 02 copies;
- + Packing list: 03 originals;
- + Insurance Policy/Certificate, Buyer endorsed, covering all risks clause (class A) of Lloyd's Institute or equivalent, indicating 110% coverage of the total contract value: 01 original and 02 copies;
- + Certificate of Quantity and Quality issued by Manufacturer for each Goods: 01 original and 02 copies;
- + Certificate of Inspection issued by Independent Inspector for each goods: 01 original and 02 copies.

d. Stage 2: 10% (ten percent) of the contract remain value shall be paid within 20 working days from the date the buyer receives of the following documents:

- + Request for payment 10% (ten percent) of the contract remain value: 01 original;
- + Valid Invoice covering 10% of contract value: 01 original and 02 copies;
- + Minute of acceptance and handing – over signed by Buyer's and Seller's representative: 01 original;
- + Warranty bond 5% (five percent) of the contract value: 01 original.

Tax identification number: _____

Represented by Mr/Mrs: _____

Position: _____

Power of attorney No. ____ of day ____ month ____ year ____ (in case of authorization).

The two parties agree to sign the contract for supply of goods with the following contents:

Article 1. Scope of supply

The Seller agrees to supply to the Buyer the Goods as detailed at Appendix 1 of this contract.

Article 2. Contract components

The contractual components and priority shall be applied to the contract as bellowed:

- a) Notice of bid award;
- b) Specific terms of the contract;
- c) Miscellaneous terms;
- d) Bidding dossier or requests for proposal;
- e) Bid dossier and clarification letters (if any);
- g) Minutes of negotiations and amendments;
- h) Appendixes;
- i) Other relevant documents.

Article 3. Responsibilities of Buyer

1. Fulfill the payment obligations to the Seller according to the payment schedule prescribed in Article 5 of the contract;
2. Supervise and give good condition to the Seller during maintaining of equipment.

Article 4. Responsibilities of Seller

1. Seller commits to supply to Buyer Goods as listed in Article 1 of this Contract, at the same time, Seller commits to fulfill his obligations and duties as stipulated in the contract.
2. Seller carries out the inspection and condition assessment of equipment free three times in during the warranty period.
3. Seller commits to satisfy all requirements for spare parts, technical services related to special price and in the sort time when Buyer requests.
4. Seller is responsible for supplying instruction manuals and maintenance manuals regarding equipment supplied by the Seller.
8. Seller must supply the below documentations within 2 (two) weeks from the date of contract's effective.
 - a) Organization chart of project with contact information;
 - b) Project performing schedule, included below contents:
 - Manufacturing;
 - Inspection and testing at factory;

✓ For foreigner contractor:

Payment 100% (One hundred percent) of delivered Goods value within 15 working days at sight against presentation of the following documents in English by the Party B to the bank of party A which issue L/C:

- + Valid invoice covering 100% (One hundred percent) of delivered Goods value: 03 original;
- + Documents for delivery of goods as stated GCT 9 of the bidding dossier.
- + Warranty bond 5% (five percent) of the contract value: 01 original.

Article 6. Time of bidding package performance: 120 days since the effective date of the contract

Article 7. Validity of Contract

1. Contract is effective from the date of signing the contract.
2. Contract shall be null and void after both of parties fulfil obligations of the Buyer and Seller as stipulated contract.

This contract is made into 06 sets with equal legal validity, of which the project owner shall keep 03 sets, the contractor shall keep 03 sets.

**AT-LAW
REPRESENTATIVE OF THE
CONTRACTOR**

*[name, title, signature and
seal]*

**AT-LAW REPRESENTATIVE OF
THE PROJECT OWNER**

[name, title, signature and seal]

APPENDIX OF QUOTATION

(Issued together with the Contract No. _____ dated _____)

QUOTATION OF GOODS

1	2	3	4	5	6	7
No.	List of goods	Unit	Quantity	Country of origin, symbol, label	Price unit	Amount (Column 4x6)
	<i>First goods</i>					<i>M1</i>
	<i>Second goods</i>					<i>M2</i>
					
	<i>nth goods</i>					<i>Mn</i>
Total goods price including taxes, fees and charges (if any) (Transferred to the Quotation of Contract)						$M=M1+M2+...+Mn$

PERFORMANCE BOND⁽¹⁾

_____[Location], _____[Date]

To: _____[insert the project owner's name]

(hereinafter referred to as the project owner)

At the request of _____[insert name of the contractor]

(hereinafter referred to as contractor) who has been the bid winner of [insert the Bidding package name] and commits to enter into contract of goods supply for the above bidding package (hereinafter referred to as contract);⁽²⁾

According to the bidding dossier (or the contract), the Contractor must pay the project owner for a Performance Guarantee issued by a bank with a given amount to ensure their duties and obligations in the performance of the contract;

We, _____[insert name of the bank], locate in _____[insert name of country or territory], have registered headquarters at _____[the bank's address⁽³⁾] (hereinafter referred to as "Bank"), commit to undertake to guarantee the performance of the contract by the contractor with an amount of _____[insert equivalent value in figures and words and currency as prescribed in Section 5.1 of the bidding dossier]. We hereby commit to unconditionally and irrevocably undertake to pay you for any sum(s) not exceeding _____[insert amount(s) in figures and words] upon receipt of the project owner's written notification declaring the contractor violates the contract within the valid term of the performance bond.

This guarantee takes effect from the date of issuance until _____[date]⁽⁴⁾.

Lawful representative of the Bank

[Full name, position, signature and seal]

Notes:

(1) Only applicable if the contract performance security is Performance guarantee issued by a bank or a financial institution.

(2) If the bank (guarantor) requests the signed Contract before issuing the performance guarantee, the project owner shall notify the project owner for consideration and decision. In this case, the above corresponding paragraph may be corrected as below:

"At the request of _____[insert name of the contractor] (hereinafter referred to as contractor) who has been the bid winner of [insert name of the Bidding package] and has signed the contract No. [insert number of the contract] dated _____[date] (hereinafter referred to as Contract)."

(3) Address of bank: specify address, telephone number, fax, and email address for contact.

(4) Time limit shall be defined in conformity with Section 5.1 of the SCT.



ADVANCE PAYMENT BOND¹

[Location], _____ [Date]

To: *[insert the project owner's name]* (hereinafter referred to as the project owner)
[Insert name and number of the Contract]

According to terms on advance payment of specific contractual terms in the Contract, *[insert name and address of the contractor]* (hereinafter referred to as the contractor) is required a Bank Guarantee for the project owner to ensure the proper use of an advance payment of _____ *[insert amount(s) in figures and numbers and currency]* by the contractor;

We, _____ *[insert name of the bank]*, locate in _____ *[insert name of country or territory]*, have registered headquarters at _____ *[the bank's address⁽²⁾]* (hereinafter referred to as "the Bank"), at the request of the project owner, hereby unconditionally and irrevocably pay the project owner an amount not exceeding _____ *[insert amount(s) in figures and words as prescribed in SCT Section 13.1 of the SCT the bidding dossier]* without request of pre-consideration of the contractor.

Besides, we hereby agree that any change, supplement or adjustment to the conditions of the Contract or any document related to the Contract entered into between the contractor and the project owner shall not change any our obligation under this guarantee.

The value of this guarantee shall gradually decrease in proportion to the advance amount that the project owner recovers through payment periods prescribed in Article 5 of the Contract after the contractor presents the project owner's certification of amount recovered in the payment periods.

This Guarantee takes effect from the date the contractor receive the advance payment under the Contract until _____ *[insert date]⁽³⁾* or upon the project owner's full recovery of the advance, whichever is sooner.

Lawful representative of the Bank

[Full name, position, signature and seal]

Notes:

(1) According to specific conditions of the bidding package and in accordance with Section 13.1 of the SCT.

(2) Address of bank: specify address, telephone number, fax, and email for contact.
 Delivery date prescribed in the contract. In case of partial delivery, the guarantee for advance payment may be invalid when the total value of delivered and accepted goods \geq the amount of advance payment. If the contract performance duration needs extending, the duration of the guarantee for advance payment must also be extend.