



## **INVITATION TO BID (“ITB”)**

**TENDER NO.: PVEPNCS-26-10141**

**SUPPLY OF INSTRUMENTATION SPARE PARTS FOR GAS  
COMPRESSOR SYSTEM ON BK-TNG 2026**

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**CLOSING TIME & DATE**

**@ 10:00 HOURS, \_\_\_\_\_, 2026 (GMT+7)**

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## **PART I : ITB INSTRUCTIONS**

## **1. INSTRUCTIONS AND INFORMATION TO BIDDER**

## **INSTRUCTIONS AND INFORMATION TO BIDDER**

### **1.0 GENERAL**

1.1 Nam Con Son Petroleum Exploration Production Branch – Petrovietnam Exploration Production Corporation Limited (hereinafter referred to as "CLIENT") invites BIDDER to submit proposal for SUPPLY OF INSTRUMENTATION SPARE PARTS FOR GAS COMPRESSOR SYSTEM ON BK-TNG 2026. (hereinafter referred to as "GOODS" or "WORKS") under Tender No. PVEPNCS-26-10141 as details in this ITB.

1.2 In order for CLIENT to fully assess the relative merits of each proposal, BIDDER is requested to furnish CLIENT with all relevant and complete information as set forth in the following items of "INSTRUCTIONS AND INFORMATION TO BIDDER". BIDDER is urged to comply strictly with ITB's requirements.

#### 1.3 Eligibility of BIDDER

a. BIDDER shall be eligible required as follows:

In case of independent BIDDER:

- **Domestic BIDDER** is to provide notarized copy of eligible certificate of business registration in accordance with Vietnamese Laws;  
**Foreign BIDDER** is to provide notarized copy of eligible certificate of business registration in accordance with the country of BIDDER'S nationality;
- BIDDER is an independent cost accounting entity;
- There is no decision by a competent authorities concluding that the BIDDER has an unhealthy financial status; BIDDER is not in bankrupt or insolvent status, and BIDDER is not in the process of dissolution.

b. In case of Consortium:

- Each Consortium Partner is to provide the documents and to meet the requirements mentioned in paragraph 1.3.a. above.
- Written Consortium Agreement between the consortium partners specifying responsibilities (joint and several) of each Consortium Partner in implementing the Bid, rights and scope of work and respective value of each Consortium Partner, including the Leading Consortium Partner and its responsibility, place and date of signing the Consortium Agreement, signatures and seals (if any) of Consortium Partners. If the Consortium Partner is authorized as the Leading Partner to sign the Proposal Letter, this effect shall be stated in the Consortium Agreement).

c. BIDDER participates in bid must be legally and financially independent with Investor and/or Procuring Entity. Failure to comply with such requirement may be considered as disqualified.

- 1.4. BIDDER must submit its proposal strictly in accordance with the terms of the ITB which consists of the following:

**PART I - ITB INSTRUCTIONS**

INSTRUCTIONS AND INFORMATION TO BIDDER

BIDDER'S QUESTIONNAIRE

BIDDING FORMS

TECHNICAL EVALUATION CRITERIA

**PART II – CONTRACT DOCUMENT**

CONTRACT FORM

**EXHIBITS:**

EXHIBIT I	SCOPE OF WORKS AND TECHNICAL REQUIREMENTS
EXHIBIT II	CONTRACT PRICE
EXHIBIT III	SHIPPING DOCUMENT, PACKING AND MARKING REQUIREMENT
EXHIBIT IV	FORM OF BANK GUARANTEE
EXHIBIT V	FORM OF ACCEPTANCE PROTOCOL
EXHIBIT VI	FORM OF CONTRACT CLOSURE CERTIFICATE

- 1.5 As a base case, **BIDDER's proposal should be in full conformity with the requirements as set out in the ITB.** Nothing shall be deemed to change or supplement this basis except revisions or addendum to the ITB issued in writing by CLIENT to BIDDER. If BIDDER wishes to present an alternative **(applicable to Technical Specifications ONLY)**, BIDDER may do so (as an option to CLIENT) only after having duly complied with the requirements of the ITB.
- 1.6 Joint or Consortium bids may be rejected. Principal submitting proposal through more than one (1) BIDDER shall be disqualified.
- 1.7 Any queries concerning preparation of the proposal shall be directed in writing to the address given in Item 9.3.
- 1.8 All Bid Proposals must be signed by an officer duly authorized by BIDDER to do so.
- 1.9 Any amendment appearing in the Bid Proposal must be signed or initialed by an officer duly authorized by BIDDER to do so.
- 1.10 BIDDER is to ensure that all prices and other details in the proposal are correct at the time of submission. CLIENT will not entertain any changes or addenda due to typing or calculation errors after the Bid Closing Date.

- 1.11 BIDDER is to bear responsibility for and pay all costs, expenses and other charges incurred in preparation and delivery of the proposal to CLIENT's designated office as stated in Item 9.3, irrespective of whether an order is placed or not.
- 1.12 Submission of proposal by BIDDER will constitute a firm offer by BIDDER that BIDDER is prepared to enter into CONTRACT with CLIENT on the conditions shown in this ITB.

Proposal by BIDDER shall be binding for a minimum period of **120 calendar days from the Bid Closing Date**. BIDDER may assume that the award for CONTRACT will be made on 120 calendar days from the Bid Closing Date and BIDDER can assume that it has not been successful if no notification is received within the bid validity period. BIDDER shall state the precise date of validity in the proposal. CLIENT shall be entitled to request BIDDER to extend Bid Validity for maximum of thirty (30) calendar days (if any) without any BIDDER's exception.

- 1.13 BIDDER is requested to use the term "CONTRACTOR" instead of its specific company business name in their submission of Bid Proposal except for covering letter, header and footer.
- 1.14 At any time prior to Bid Closing Date, CLIENT, for any reason, whether at its own initiative or in response to a clarification requested by BIDDER, may modify the ITB by amendment (including the extension of Bid Closing Date, if necessary) by sending the amendment of ITB in writing to all BIDDERS prior to the Bid Closing Date. These amendments shall be the part of ITB. BIDDERS shall notify to CLIENT by email or by fax to acknowledge their receipt of said amendments.
- 1.15 FAILURE TO STRICTLY COMPLY WITH THE INSTRUCTION AS SET FORTH IN THIS DOCUMENT WILL RESULT IN BIDDER'S PROPOSAL BEING DEEMED NON-RESPONSIVE IN WHICH CASE IT MAY BE DROPPED FROM FURTHER CONSIDERATION.

## **2.0 INTENTION TO BID**

- 2.1 BIDDER is advised to thoroughly check the completeness of the ITB upon receipt. BIDDER must inform CLIENT within three (3) working days from the bid issue date if any of the pages are missing.
- 2.2 BIDDER is required to acknowledge receipt of the ITB in accordance with the ITB Acknowledgement Letter Form set out in BIDDING FORMS and intention to submit proposal or otherwise by fax **at least five (5) working days** from bid issuance date. BIDDER is also advised to confirm its address and name a representative to whom all communications from CLIENT shall be addressed to.
- 2.3 Should BIDDER decline to submit a proposal, BIDDER shall state in writing the reason(s) for declining and is required to promptly return the ITB to CLIENT, and in all such cases this shall be done not later than the bid closing date.

2.4 All ITB returned shall be forwarded to the address as given in Item 9.3 herein, with the following wordings clearly marked on the cover/envelope.

- (a) "DECLINE TO BID-DOCUMENTS RETURNED"
- (b) ITB NUMBER and TITLE
- (c) BIDDER'S NAME

### **3.0 EXCLUSIVITY OF BID**

BIDDER is required to submit Bid Proposal in conjunction with the Principal and the Principal MUST be the prime vendor for the total proposal package. BIDDER is also required to submit a support letter from Principal (if any).

### **4.0 PRICE QUOTATION**

4.1 The Domestic BIDDER's price quotation shall be quoted in Vietnam Dong (VND).

4.2 The Foreign BIDDER's price quotation shall be quoted in United State Dollar (USD)

4.3 Once specified, the unit prices shall prevail throughout the life of the CONTRACT and shall not be subject to revision by reason of cost escalation nor currency fluctuations.

#### **4.4 PRICE OF COMPENSATION**

4.4.1 BIDDER's Bid Proposal shall be in full conformity with the requirements as set out in this Bid documents.

4.4.2 BIDDER should specifically note that subsequence to the Bid Closing Date, no alteration in price quotation will be permitted whatsoever.

4.4.3 Prices are to be itemized according to the Item numbers in the Commercial Proposal Form attached hereto. Unit price and total price must be clearly stated in the quotation. All discounts, in percentage of total estimated contract value, are to be stated separately.

4.4 The proposed CONTRACT PRICE shall indicate whether it is inclusive of Vietnamese taxes (VAT, CIT, etc.) or not. In the event that the quoted prices do not specify this, they shall be treated as inclusive of all taxes.

### **5.0 BID EXCEPTIONS**

5.1 In the event BIDDER has any change that is considered of mutual benefit or if there is any exception to ITB document, BIDDER must state the changes or exceptions proposed by using the Exception Form as set out in BIDDING FORMS and giving specific reasons thereof. BIDDER must indicate clearly the effect, if any, these changes or exceptions may have on BIDDER's price quotation and WORKS schedule if the change or exceptions were to be accepted by CLIENT. CLIENT will review each change or exception on a case-by-case basis, **but in no event shall BIDDER's base quotation be qualified by any such change or exception nor will CLIENT be obligated to accept any such change or exception.**



- 5.2 Changes or exceptions to the ITB document expressed after the Bid Closing Date will not be entertained.
- 5.3 If BIDDER cannot accept CLIENT's wording or any other requirement at any price, and is willing to risk having its proposal rejected on this basis, then BIDDER must include the following statement under the "CHANGE IN BID PRICE/DELIVERY" column of the Exceptions Form:
- "FIRM - WILL NOT ACCEPT CLIENT'S WORDING/REQUIREMENT AT ANY PRICE".
- 5.4 BIDDER shall quote the firm unit price by which the Price will be adjusted (either up or down) should CLIENT do not accept BIDDER's proposed changes or exceptions.
- 5.5 BIDDERS shall provide a softcopy of its UN-PRICED EXCEPTIONS using "Track Changes" in native Word format submitted together with the Technical and Unpriced Package.
- 5.6 Failure to provide exceptions will convey that the terms and conditions in the Contract Form are acceptable and no further negotiations will be accepted by CLIENT.
- 5.7 Where exceptions have been provided in the Bid, CLIENT reserves the right to enter into negotiations when CLIENT selects the successful bid.

## **6.0 BID BOND**

- 6.1 When participating to the Tender, BIDDER shall, at its own expense, furnish Bid Bond using the Bid Bond Form set out in **Bidding Forms** and issued by a reputable recognized bank accepted by CLIENT.
- 6.2 The amount of Bid Bond shall be **32,000,000 VND** (*In words: Thirty-two million Vietnam Dong*) and shall be valid for **150 days from the Bid Closing Date**. The Original Bid Bond shall be attached in the Bid Proposal.
- 6.3 In case of Consortium, the Bid Bond will be provided by one of the following two methods:
- a) Each Consortium Partner shall provide separately Bid Bond, provided always that the total value of Bid Bond shall not be lower than the amount required in Item 6.2 above; if Bid Bond of any Consortium Partner is invalid the Bid Proposal of such Consortium shall be rejected according to the prerequisite criteria.
  - b) The Consortium Partners agree to appoint a Consortium Partner to provide Bid Bond for the whole Consortium. In this case, the Bid Bond may include the name of Consortium or name of the Consortium Partner providing the Bid Bond for the whole Consortium provided always that the total value of Bid Bond shall not lower than the amount required in Item 6.2 above.

- 6.4 Bid Bond shall be considered as not acceptable if its value is lower than the required value, is not in the required currency, with shorter validity period, not submitted to the address by the time required by the ITB, states an incorrect BIDDER'S Name, is not original or without valid signature.
- 6.5 Bid Bond will be returned to the unsuccessful BIDDER within thirty (30) days from the date of announcement of the Bid results. For the successful BIDDER, the Bid Bond will be returned when the successful BIDDER provides the Bank Guarantee.
- 6.6 Bid Bond shall be forfeited and shall be disposed if the BIDDER:
- a) withdraws its Bid Proposal during the Validity Period of the Bid or any extension of validity the BIDDER has agreed to;
  - b) do not commence the CONTRACT negotiation, finalization or decline to do so within thirty (30) days after receipt of CONTRACT award notice, or have completed the CONTRACT negotiation, finalization but refuses to sign the CONTRACT without valid reasons;
  - c) in case of the successful BIDDER, fails to furnish the performance bond before signing the CONTRACT or before the CONTRACT comes into force.

## **7.0 BANK GUARANTEE/ PERFORMANCE GUARANTEE**

- 7.1 BIDDER's attention is drawn to **Article headed as Bank Guarantee/ Performance Guarantee** of the CONTRACT FORM whereby the successful BIDDER is requested to provide an irrevocable first call Bank Guarantee issued by a commercial bank acceptable by CLIENT to guarantee performance of BIDDER's obligation under the CONTRACT. The format of Bank Guarantee shall be set out in the EXHIBIT IV of CONTRACT document.
- 7.2 BIDDER to furnish CLIENT with a Performance Guarantee issued by the principal, associate or parent company. Such Performance Guarantee shall be in the format attached hereto as EXHIBIT IV, CLIENT shall notify the successful BIDDER of its requirement, if any, in this regard prior to award of CONTRACT. (not applicable)

## **8.0 PROPOSAL FORMAT**

- 8.1 BIDDER is to strictly adhere to the proposal format as set out below. **BIDDER must ensure that the "TECHICAL AND UNPRICED PACKAGE (TECHNICAL)" does not contain any pricing or cost.** *Failure to comply with these instructions may render BIDDER's proposal invalid.*
- 8.2 BIDDER is to submit the proposal in two (2) separate sealed packages, as follows:
- a) Technical and Unpriced Package (Technical)
  - b) Priced Package (Commercial)

### 8.3 CONTENTS OF TECHNICAL AND UNPRICED PACKAGE (TECHNICAL)

Unpriced package shall include but not limited to the following:

SECTION	CONTENT
Section 1	<p><b>PROPOSAL LETTER</b></p> <p>The Proposal Letter shall be prepared and fully filled by BIDDER as set out in BIDDING FORMS and must be signed by the authorized representative of BIDDER (the representative at law of the BIDDER or the authorized person with legal Power of Attorney). In case of authorization, BIDDER shall enclose the following instruments and documents to prove the legitimacy of the authorized person:</p> <p>a. In case of independent BIDDER:</p> <p>Power of Attorney signed by the Representative at law of BIDDER authorizing the authorized person to sign the Proposal Letter;</p> <p>b. In case of Consortium:</p> <p>Proposal Letter shall be signed by the Representative at law of each Consortium Partner, unless the Consortium Agreement stated that the Consortium Partners have authorized the representative at law of Leading Partner of the Consortium to sign Proposal Letter. If each Consortium Partner has authorized such Representative, the same requirements as independent BIDDER shall be applied.</p>
Section 2	<p><b>BIDDER'S ELIGIBILITY, EXPERIENCES &amp; CAPACITY AND BID BOND</b></p> <p>BIDDER shall provide the following documents proving BIDDER's eligibility, experiences, and capacity:</p> <ol style="list-style-type: none"><li>1. The Documents as required in Item 1.3;</li><li>2. BIDDER is requested to submit a completed BIDDER's QUESTIONNAIRE, including but not limitation to the following documents:<ol style="list-style-type: none"><li>(i) BIDDER's Organization</li><li>(ii) BIDDER's Experience;</li><li>(ii) Company Profile; and</li><li>(iii) Last three (03) Year Financial Statement.</li></ol></li><li>3. <b>Original Bid Bond</b> : BIDDER shall provide the Original Bid Bond as requested in Item 6</li></ol>
Section 3	<p><b>TECHNICAL PROPOSAL</b></p> <p>BIDDER shall provide the following documents to prove the suitability (compliance) of WORKS:</p>

SECTION	CONTENT
	<ol style="list-style-type: none"> <li>1. BIDDER is to provide (i) the detailed description of the working procedures, BIDDER's capability of the WORKS proposed and (ii) the relevant guidelines, drawings, certificates, records to provide the Scope of Works as specified in EXHIBIT I –SCOPE OF WORKS (Contract Form attached)</li> <li>2. BIDDER is to fill the information as per EXHIBIT I –EQUIPMENT, MATERIALS, SUPPLIES AND SERVICES TO BE PROVIDED BY CONTRACTOR (Purchase Order Form attached);</li> <li>3. Curriculum Vitae (CV) of Proposed Manpower as set out in BIDDING FORMS (if any);</li> </ol>
Section 4	<p><b>BIDDER'S UNPRICED EXCEPTIONS AND ALTERNATIVES</b></p> <ol style="list-style-type: none"> <li>a. If BIDDER has no exception and alternative proposal, BIDDER shall have the following statements prominently displayed in capital letters under this section: "THIS PROPOSAL COMPLIES WITH ALL TERMS AND CONDITIONS OF THIS CONTRACT, EXHIBITS AND REQUIREMENTS IN THIS ITB" or</li> <li>b. If BIDDER has alternative proposal on this bid documents, BIDDER shall display the following statement in capital letters under this section: "THIS PROPOSAL INCLUDES EXCEPTIONS AND ALTERNATIVES WHICH ARE LISTED ON THE FOLLOWING PAGES."</li> <li>c. BIDDER shall present a complete and detailed listing of non-compliance to the ITB in total indicating the delivery impact only, if any, but without indicating the cost impact. The format of presentation shall be as per the attached BIDDER's EXCEPTION TO TERMS AND CONDITIONS and BIDDER's EXCEPTION TO EXHIBITS as set out in BIDDING FORMS.</li> </ol>

#### 8.4 CONTENTS OF PRICED PACKAGE (COMMERCIAL)

Every page of BIDDER's price proposal must bear BIDDER's company seal. Priced package shall include the following:

SECTION	CONTENT
Section 1	<p><b>PROPOSAL LETTER</b></p> <p>To be attached a similar letter as in Section 1.</p>
Section 2	<p>BIDDER is requested to submit the following with prices &amp; schedule attached <b>PRICE COMMERCIAL FORM</b> as per EXHIBIT II – CONTRACT PRICE (Contract Form attached).</p>

Section 3	<p><b>BIDDER's PRICED EXCEPTIONS AND ALTERNATIVES.</b></p> <p>a. If BIDDER has no exception and alternative proposal, BIDDER shall have the following statements prominently displayed in capital letters under this section: "THIS PROPOSAL COMPLIES WITH ALL TERMS AND CONDITIONS OF THIS CONTRACT, EXHIBITS AND REQUIREMENTS IN THIS ITB" or</p> <p>b. If BIDDER has alternative proposal on this bid documents, BIDDER shall display the following statement in capital letters under this section: "THIS PROPOSAL INCLUDES EXCEPTIONS AND ALTERNATIVES WHICH ARE LISTED ON THE FOLLOWING PAGES." BIDDER shall present a complete and detailed listing of non-compliance to the ITB in total indicating the delivery impact and cost impact, if any. The format of presentation shall be as per the attached BIDDER's EXCEPTION TO TERMS AND CONDITIONS and BIDDER's EXCEPTION TO EXHIBITS as set out in BIDDING FORMS.</p>
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## 9.0 SUBMISSION OF PROPOSAL

9.1 Each Technical and Unpriced Package (Technical) and Priced Package (Commercial) shall consist of:

- a) **One (1) original set** of each package wrapped separately from the other copies and clearly marked with the word "**ORIGINAL UNPRICED**" or "**ORIGINAL PRICED**" on the cover of the respective wrapping.
- b) **One (1) copy** each of the Technical and Unpriced Package (Technical) and Priced Package (Commercial). The copies shall be wrapped separately (1 Unpriced and 1 Priced) and marked with the word "**COPY UNPRICED PACKAGE**" or "**COPY PRICED PACKAGE**" on the covers of the packages.
- c) **01 native copy containing Technical and Unpriced Package** (Technical) and **01 native copy containing Priced Package** (Commercial) with label having BIDDER name, Tender title and number. The native copy shall be wrapped and sealed separately and marked with the word "**UNPRICED PACKAGE**" or "**PRICED PACKAGE**" on the covers of the packages. The soft Proposal documents shall be in native file format (Microsoft Word® and Microsoft Excel®).

In the event of discrepancy between the original set and the copies, the original set shall prevail.

9.2 BIDDER shall ensure that all proposals or submissions to CLIENT, pertaining to the enquiry are properly sealed and that the cover of each package is clearly marked in **bold letters** with the following wordings:

- (a) ITB number and the title.
- (b) BIDDER's name and return address.

- (c) "TECHNICAL AND UNPRICED PACKAGE" or "PRICED PACKAGE".  
(d) "PRIVATE AND CONFIDENTIAL"

- 9.3 All communications and correspondence with regard to **ITB and clarification** shall be made to the following address:

**NAM CON SON PETROLEUM EXPLORATION PRODUCTION BRANCH -  
PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LIMITED**

15<sup>th</sup> Floor, Victory Tower

12 Tan Trao Street, Tan My Ward

Ho Chi Minh City, S.R Vietnam

Tel: (84-28) 3776 2222

Fax : (84-28) 3872 1079

Attention : **Contract & Procurement Manager**

All communications with regard to bid clarifications shall be made in writing and must indicate the ITB number and title and send to the address given above. Such bid clarifications shall reach the address given above **at least ten (10) days** prior to the Bid Closing Date. CLIENT shall preserve the right not to response to bid clarifications received later than the above mentioned time. More information, please contact via email: [anhhtv@pvep.com.vn](mailto:anhhtv@pvep.com.vn).

**Submission of Bid Proposal shall be made to the following address:**

**NAM CON SON PETROLEUM EXPLORATION PRODUCTION BRANCH -  
PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LIMITED**

15<sup>th</sup> Floor, Victory Tower

12 Tan Trao Street, Tan My Ward

Ho Chi Minh City, S.R Vietnam

Tel: (84-28) 3776 2222

Fax : (84-28) 3872 1079

Attention : **Contract & Procurement Manager**

- 9.4 BIDDER is strongly advised to deliver the proposals by hand in order to assure timely receipt by CLIENT. If BIDDER elects to mail the proposal, BIDDER is advised to use a fast and reliable delivery service e.g. courier. BIDDER should advise CLIENT by fax the date on which the proposal was mailed and details of the delivery service.
- 9.5 Responsibility for timely delivery of the proposals to the correct address rests fully with BIDDER. CLIENT does not accept late bids submission. Delivery to the wrong address shall not be an excuse for late delivery.
- 9.6 BIDDER must ensure that the proposal is delivered to the address given in Item 9.3 above no later than **10:00 hour \_\_\_\_\_, 202\_ (Vietnam Time, GMT+7) LATE BIDS WILL NOT BE ENTERTAINED.**
- 9.7 BIDDER's proposal shall be submitted in a **separate sealed envelope or package** bearing the name of your company, clearly addressed and marked on the outside as follows:

**"STRICTLY CONFIDENTIAL"**

**SUPPLY OF INSTRUMENTATION SPARE PARTS FOR GAS COMPRESSOR  
SYSTEM ON BK-TNG 2026**

**ITB No.: PVEPNCS-26-10141**

- 9.8 Bid Proposal as well as all correspondences and documents relating to the ITB exchanged by BIDDER and CLIENT shall be written in English. Supporting documents and printed literature furnished by BIDDER may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid Proposal, the translation shall govern.

**10.0 ACCEPTANCE**

- 10.1 CLIENT may, at CLIENT option, reject all proposals received or may accept any proposal which, in CLIENT's sole judgment, is the most advantageous to CLIENT. CLIENT reserves the right to accept or reject all or part of the proposal at CLIENT's discretion and will be under no obligation to explain the reasons thereof.
- 10.2 Award Strategy: **Split Award by Section**. CLIENT reserves the right to award the CONTRACT at its own discretion.
- 10.3 CLIENT shall not be deemed to have accepted all or any part of a proposal unless and until a written acceptance is issued.
- 10.4 Any award as a result of this ITB will be through a properly executed contract issued by CLIENT. Prior to this, CLIENT may send the BIDDER a Letter of Award in order to initiate immediate placement of order. Upon receipt of the Letter of Award, BIDDER shall proceed immediately with the work mentioned in the Letter of Award.

**11.0 PAYMENT**

- 11.1 Payments shall be made in accordance to **Article headed as "INVOICING AND PAYMENT"** of CONTRACT FORM attached hereto.
- 11.2 Any proposal on progress payments shall be based on "value received" or verifiable milestones and not merely the passage of time and not for merely placing the CONTRACT.

**END OF SECTION**



## 2. BIDDER'S QUESTIONNAIRE

(This form MUST be completely filled by BIDDER. Write 'NIL' or 'NOT APPLICABLE' where appropriate)

### PRIVATE & CONFIDENTIAL

1. Full Name of BIDDER: \_\_\_\_\_  
Registered Address: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Correspondence Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_

2. BIDDER's Organization:

BIDDER is requested to provide a brief description of the background and organization of BIDDER.

3. List of similar Projects and Contract performed in the last three years:

Unit: USD/ VND

No.	Contract Name	Name of project	Name of Project Owner	Contract Value (or value of the portion performed by Bidder)	Effective Date of Contract	Date of Completion of the Contract
1						
2						
3						
...						

Note: BIDDER shall attach a copy of documents, materials related to above contracts (certified by the Project Owner for the contract being implemented according to the related information in above table).

4. Summary of Financial Data for the fiscal years

Unit: \_\_\_\_\_ (VND/ USD)

No.	Descriptions	2023	2024	2025
1	Total assets			
2	Total liabilities			
3	Current assets			
4	Current liabilities			
5	Turnover			
6	Profit Before Tax			



7	Profit after Tax			
8	Other items (if required)			

For the purpose of verification of the data declared, BIDDER is required to submit the notarized/certified true copy of the following documents:

1. Audited Financial Statements or Financial Statements certified by competent authorities as required by the law for the Year 2023, 2024, 2025.
2. Annual Tax Statements as required by the law on taxation (Tax authorities to certify that the Bidder has submitted its tax statements) for the Year 2023, 2024, 2025;
3. Report on Checking of Bidder's Tax Statements (if any) for the Year 2023, 2024, 2025.

Information provided by:

Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Company: \_\_\_\_\_

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

### **3. BIDDING FORMS**

## TENDER ACKNOWLEDGMENT LETTER

*Letterhead of BIDDER*

Date:

To:

Attn: Director

Subject: TENDER FOR...

TENDER No. ....

Dear Sir,

- ☐ We acknowledge receipt of the subject Invitation to Bid ("ITB").
- ☐ We have received all documents without damage and in usable condition.
- ☐ We have read the Instructions to Bidders and will submit a bid in accordance with the Tender requirements.
- ☐ We confirm our adherence to the highest standards of business ethics and, in particular, we have established precautions to prevent any of our officers, employees, or agents from making, receiving, providing or offering substantial gifts, entertainment, payment, loans or other considerations which may influence individuals.

**OR**

- ☐ We do not wish to bid and therefore we are returning this Tender in its entirety with this Tender Acknowledgement Letter.

All future communications in respect of this ITB should be addressed as follows:

Bidder's		
Name:	_____	Telephone: _____
Attention:	_____	Fax: _____
Address:	_____	Email: _____
Signed:	_____	
Signature:	_____	Date: _____
Printed		
Name:	_____	
Title:	_____	

## **PROPOSAL LETTER FORM**

### *Letterhead of BIDDER*

Date:

To

Attn: Director

**Subject:** TENDER - .....  
TENDER No. ....

Dear Sir

We, the undersigned, certify that we have read and understood the subject Invitation to Bid and all documents forming the Bid Document.

We acknowledge that we have thoroughly investigated, or have had the opportunity to do so, and satisfied ourselves as to all conditions affecting the WORKS and all necessary information as to risk contingencies and all circumstances influencing and affecting this Bid Document.

We offer to provide the WORKS as detailed in the Bid Package for the prices stated in our Proposal attached hereto. This offer is valid until 90 days from the date fixed for submitting same and shall be binding upon us and may be accepted at any time before the aforesaid date.

If our proposal is accepted, we undertake that, unless and until a formal CONTRACT is prepared and executed, this Bid Proposal, together with your written acceptance shall constitute a binding contract between us.

Yours faithfully

Correspondence from CLIENT should be  
addressed to:

Signature :  
Printed Name :  
Position :  
Company:  
Date :

Address :  
Attn :  
Telephone :  
Telex :  
Fax:

## **POWER OF ATTORNEY FORM**

### *Letterhead of BIDDER*

Date:

To

Attn: DIRECTOR

**Subject:** TENDER - .....  
TENDER No. ....

I, the undersigned - the Legal Representative of .... [Name of BIDDER], hereby authorize and empower [name of Authorized Person and Position] to be my true and lawful attorney to

1. Signing Proposal Letter;
2. Signing transaction documents, correspondence with CLIENT during the Bidding Process, including, but not limit to, ITB Clarification Request, Bid Clarification;
3. Participating in Contract Negotiation and Finalization;
4. Signing petitions if the BIDDER has any petitions;
5. Signing contract with CLIENT if we are selected

For Tender ..... TENDER No. ....  
This Power of Attorney is effective as from \_\_\_\_\_ to \_\_\_\_\_.

Yours faithfully,

**For and behalf of [name of BIDDER].**

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**Name of Legal Representative of BIDDER**

**Position:**

## CONSORTIUM AGREEMENT FORM

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

TENDER: TENDER - .....

TENDER No. ....

We, representatives of the Parties of the Consortium Agreement, including:

Name of the Consortium Partner (Name of Each Consortium Partners) \_\_\_\_\_

Represented by: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

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

The Parties (hereinafter referred to as Partners) agreed to enter into this Consortium Agreement with the following terms and conditions:

### Article 1: General Provisions

1. The Partners are willing to form a Consortium to participate in the Tender No. .... for ..... (hereinafter referred to as “TENDER”) to PETROVIETNAM DOMESTIC EXPLORATION PRODUCTION OPERATING COMPANY LIMITED (hereinafter referred to as “CLIENT”).
2. The Partners agree that the name of the Consortium for all correspondences related to TENDER is: \_\_\_\_\_ [specify name of the Consortium as agreed].
3. The Partners confirm that neither of them will unilaterally participate in the bidding of this ITB as an independent Bidder of partner of other consortium. If the consortium is awarded the Contract, neither partner will refuse to execute its obligations and duties as agreed in the Contract unless otherwise agreed in writing by the Consortium Partner. If the Consortium Partner refuses to fulfill its own obligations as agreed then such Partner is to:
  - Compensate for all damages to other Consortium Partners;
  - Compensate for all damages to CLIENT as stipulated in the Contract;
  - Other penalty [specify other penalty].

### Article 2. Responsibilities of the Partners

The Partners agree that the responsibilities of each Partner for execution of the Tender shall be as follows:

1. Leading Partner of the Consortium:

The Partners agreed to appoint \_\_\_\_\_ [specify the name of Leading Partner of the Consortium] to be the Leading Partner of the Consortium to act on behalf of the Consortium in the following works:
- 1.1. Signing Proposal Letter;
- 1.2. Signing transaction documents, correspondence with CLIENT during the Bidding Process, including, but not limit to, Tender Clarification Request, Bid Clarification;

- 1.3 Participating in Contract Negotiation and Finalization;
- 1.4 Signing petitions if the Bidder has any petitions;
- 1.5 Signing Contract with CLIENT if we are selected
2. The Consortium Partners:

*[Specify the scope of work, responsibilities of each Partner, including the Leading Partner of the Consortium and, if possible, to specify the percentage of appropriate value].*

### **Article 3: Validity of the Consortium Agreement**

1. This Consortium Agreement is valid from the date of signing.
2. This Consortium Agreement will expire in any of the following cases:
  - The Partners completed their obligations, duties and agreed to liquidate the Contract;
  - The Partners agreed to terminate this Agreement;
  - Cancellation of Bidding Process of the Tender according to the notification of CLIENT.

This Consortium Agreement is made in \_\_\_\_ originals, each Partner will keep \_\_\_\_ original(s), all originals are equally valid.

### **LEGAL REPRESENTATIVE OF THE LEADING CONSORTIUM PARTNER**

*[Specify full name, title, sign and seal]*

### **LEGAL REPRESENTATIVES OF THE CONSORTIUM PARTNERS**

*[Specify full name, title, sign and seal of each Consortium Partner]*

## CURRICULUM VITAE (CV) FOR PROPOSED MANPOWER

1. **Proposed Position** [only one candidate shall be nominated for each position, one candidate may be nominated for some tasks assigned]: \_\_\_\_\_

2. **Name of Firm** [Insert name of firm proposing the staff]: \_\_\_\_\_

3. **Name of Staff** [Insert full name]: \_\_\_\_\_

4. **Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_

5. **Education** [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]: \_\_\_\_\_

6. **Membership of Professional Associations:** \_\_\_\_\_

7. **Other Training** [Indicate significant training since degrees under 5 - Education were obtained]: \_\_\_\_\_

8. **Countries of Work Experience:** [List countries where staff has worked in the last ten years]: \_\_\_\_\_

9. **Languages** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]: \_\_\_\_\_

10. **Employment Record** [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]: \_\_\_\_ To [Year]: \_\_\_\_\_

Employer: \_\_\_\_\_

Positions held: \_\_\_\_\_

### 11. Detailed Tasks Assigned

[List all tasks to be performed under this assignment]

### 12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11. **IT IS IMPORTANT** that the staff should list **ALL** such relevant assignments.]

Name of assignment or project: \_\_\_\_\_

Year: \_\_\_\_\_

Location: \_\_\_\_\_

Client: \_\_\_\_\_

Main project features: \_\_\_\_\_

Positions held: \_\_\_\_\_

Activities performed: \_\_\_\_\_



### 13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

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

*[Signature of staff member or authorized representative of the staff]*

*Day/Month/Year*

Full name of authorized representative: \_\_\_\_\_

## **BID BOND FORM**

*Letterhead OF BANK*

BID BOND TO ITB No. PVEPNCS-.....

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

**To: NAM CON SON PETROLEUM EXPLORATION PRODUCTION BRANCH -  
PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LIMITED**  
(hereinafter referred to as the "CLIENT")

Basing on the fact that \_\_\_\_\_ [*name and registered head office address of the BIDDER*],  
(hereinafter referred to as "BIDDER"), will participate to the Bidding for your ITB No. for the  
PROVISION OF SPARE PART FOR .....

We \_\_\_\_\_ [*name of the BANK*], having registered office located at \_\_\_\_\_ [*address of  
registered office of the BANK*] (hereinafter referred to as "BANK"), pledge to BIDDER to secure  
for the Bidder to participate in bidding for said ITB with an amount of [*as stipulated on  
website*].....VND (*In words: .....*).

We shall immediately transfer to CLIENT the amount of money mentioned above when CLIENT  
notifies in writing that Bidder breaks the requirements specified in the ITB documents<sup>(1)</sup>.

This Bid Bond is valid for 150 days from the bid closing date. Any claim of CLIENT related to this  
Bid Bond shall be received by [*name of the BANK*] before expiry of above mentioned validity  
period.

### **Legal Representative of the BANK**

*[Specify name, title, sign and seal]*

#### **Notes:**

<sup>(1)</sup> *If the Bidder is a Consortium and the Consortium Partners provide separate Bid Bond or  
one Consortium Partner provides Bid Bond for the entire Consortium, then this requirement will  
be amended as follows: "We shall immediately transfer to CLIENT the amount of money mentioned  
above when CLIENT notifies in writing that BIDDER or any Partner in BIDDER's Consortium  
breaks the requirements specified in the ITB documents".*

## **BIDDER'S EXCEPTIONS TO TERMS AND CONDITIONS**

<b>ARTICLE NO.</b>	<b>EXACT NEW WORDING PROPOSED BY BIDDER</b>	<b>REASON (S) FOR EXCEPTION</b>	<b>ADDITION (+) OR REDUCTION (-) IN BID PRICE IF EXCEPTION IS ACCEPTED BY CLIENT</b>	<b>EFFECT ON DELIVERY DATE</b>

## UNPRICED PROPOSAL FORM

### SCOPE OF WORKS/ SUPPLY

No	Descriptions	PN	Unit	Q'ty	BIDDER PROPOSAL
<b>I</b>	<b>PLC Cotrol System</b>				
1	CHANNEL TYPE: 16 CHANNELS DIGITAL INPUT MODULE OPERATING VOLTAGE RANGE: 18..32VDC. P/N: 1715-IB16D	1715-IB16D	Ea	1	“Quoted” or “No Quote”
2	CLX REDUNDANT POWER SUPPLY MODULE: 1756-PB75R. P/N : 1756-PB75R	1756-PB75R	Ea	1	
3	CLX MODBUS MASTER/SLAVE COMMUNICATIONS MODULE: MVI56-MCM. P/N : MVI56-MCM	MVI56-MCM	Ea	1	
4	REDUNDANT 1715 ADAPTER MODULES: 1756-AENTRY. P/N : 1756-AENTRY	1756-AENTRY	Ea	1	
5	CHANNEL TYPE: 8 CHANNELS DIGITAL OUTPUT MODULE OUTPUT RANGE: 0.5A @ 18..32VDC. P/N: 1715-OF8DE	1715-OF8DE	Ea	1	
6	CHANNEL TYPE: 16 CHANNELS ANALOG INPUT MODULE SIGNAL RANGE: 0..24 MA @18..32VDC. P/N: 1715-IF16	1715-IF16	Ea	1	
7	CHANNEL TYPE: 8 CHANNELS ANALOG OUTPUT MODULE OUTPUT RANGE: 0..24 MA @18..32VDC. P/N: 1715-OF8I	1715-OF8I	Ea	1	
8	10 INCHES PANEL VIEW PLUS6 TOUCH: UCP, LCP. P/N : Panel View plus6 1000	2711P-RDT10C	Ea	1	
9	ETHERNET SWITCH FL SWITCH SFN 5TX ORD. NO.2891152	2891152	Ea	1	
10	3-PORT ENET/IP TAP-2 TP/1 FIBERCAT: 1783-ETAP1F, M	27012	Ea	1	
11	3-PORT ENET/IP TAP-2 TP/1 FIBER CAT: 1783-ETAP2F.	27004	Ea	1	
12	CLX CONTROLLER MODULE: 1756-L71. P/N : 1756-L71	1756-L71	Ea	1	

13	I/O BASE UNIT: 1715-A3IO. P/N : 1715-A3IO	1715-A3IO	Ea	1	
<b>II</b>	<b>Field Instrumentation: Engine, Fire &amp; Gas, Metering Skid, Consumable Devices.</b>				
14	FLAME DETECTOR IR TYPE. P/N: FL4000H-4-5-1-3-1-1-0	FL4000H-4-5-1-3-1-1-0	Ea	1	
15	ALARM BEACON AMBER. P/N: XB15B0241506AWBPR	XB15B0241506AWBPR	Ea	1	
16	Gas Density Meter. P/N: GDM2AAAB2Z7EZBZMCHTTG	GDM2AAAB2Z7EZBZMCHTTG	Ea	2	
17	DIFF. PRESSURE TRANSMITTER: 25 PDT-1003. P/N : 2051CD4A02A1KS5E5M5D4P1Q4Q8Q15A0279	2051CD4A02A1KS5E5M5D4P1Q4Q8Q15A0279	Ea	1	
18	DIFF. PRESSURE TRANSMITTER: 56 PDT-1008. P/N : 2051CD3A02A1KS5E5M5D4P1Q4Q8Q15A0279	2051CD3A02A1KS5E5M5D4P1Q4Q8Q15A0279	Ea	1	
19	Solenoid Valve Y013AA3H2BS	Y013AA3H2BS	Ea	1	
20	NOX Sensor A740127. P/N: A741417	A741417	Ea	1	
21	PICKUP Magnetic. P/N: 295844E	295844E	Ea	2	
22	Temperature sensor TC type K; P/N: 296588	296588	Ea	3	
23	Power Distribution Junction Box P/N: 309204B	309204B	Ea	1	
24	Stainless Steel Poppet Check Valve, Fixed Pressure, 1/2 in. Swagelok Tube Fitting, 1 psig (0.07 bar). SS-8C-1/3	SWAGELOK SS-8C-1/3 NSNP	Ea	3	
25	Supervisory Computer Advantech ACP-2010 RB CPU Asrock, Intel Core I5 4440 Processor. Board: Asrock IMB781 Socket LGA1150 4 GB RAM , support upto 32 GB, 500 GB Hard Disk, 4xPCI, 2x PCIe, SATA: 2 sata3, 2 sata 2 Windown 7 processor 64 bit, Office...	ACP-2010 RB	Ea	1	

26	Monitor Aten CL1000N KVM LCD 19" Screen (1U)	Aten CL1000N	Ea	1	
27	KMV Switch. ATEN CS9134 4-port PS/2 & USB- CS-9134 (Cascade 3 levels, control max 64 servers)	ATEN CS9134	Ea	1	
28	Transmitter for Vibration. Model: MX2034-11-01-05-05-01-023-00 ( RADIAL TRANSMITTER)	MX2034-11-01-05-05-01-023-00	Ea	1	
29	Transmitter for Vibration. Model: MX2034-11-01-05-05-02-072-00 ( Axial Transmitter) Manu: Metrix	MX2034-11-01-05-05-02-072-00	Ea	1	
30	Low Pressure Switch, P/N: 06-118537-001 Manufarure: KIDDE/USA	06-118537-001	Ea	3	
31	Laptop DELL INSPIRON 16 5620 INTEL CORE I7-1255U /16.0INCH FHD+/ 32(16X2) GB/ 512GB SSD PCIE NVME/ 4 CELL-54WHR/ WIN 11/ OFFICE H&S 2021/SILVER - 01Y BAO GỒM WIN PRO 11 64BIT ENG INTL 1PK DSP OEI DVD ( FQC-10528) ; M.F: DELL; P.N: DELL INSPIRON 16 5620 INTEL CO	DELL INSPIRON 16 5620 INTEL CO	Ea	1	
32	Ổ cứng HDD Seagate 2TB 3.5" SATA 3 - ST2000DM008 chứa dữ liệu SCADA.	ST2000DM008	Ea	1	
33	Bộ nhớ RAM cho máy tính SCADA RAM 16G, DDR4 , Bus 3200.	M378A2G43AB 3-CWE	Ea	2	
34	Laser Printer HP Pro 200 Color M251n	HP Pro 200 Color M251n	Ea	1	
<b>Total price (Excl. VAT)</b>					
<b>VAT</b>					
<b>Total price (Incl. VAT)</b>					

**Note:**

- The proposed **CONTRACT PRICE** shall indicate whether it is inclusive of Vietnamese taxes (VAT, CIT, etc.) or not. In the event that the quoted prices do not specify this, they shall be treated as inclusive of all taxes.
- Failure to submit this form in accordance with the ITB's requirements may result in the Bidder's proposal being disqualified.

#### 4. TECHNICAL REQUIREMENTS & EVALUATION CRITERIA

No.	Technical requirements	Technical Evaluation Criteria
1	Supply CQ issued by Manufacturer: Original for item 01-30, Copy for item 31-34;	Major
2	Supply CO issued by Chamber of Commerce of Exporter's country or Manufacturer's: Original for item 01-30, Copy for item 31-34;	Major
3	Manufacturer: According Tech. Requirements.	Major
4	Brand new 100%, according to Tech. Requirements.	Major
5	Guarantee: 12 months from the signing the delivery acceptance protocol.	Major
6	Delivery time: 20 weeks from the date of signing contract.	Major
7	Delivery at PVEP POC Base, PTSC Downstream Port, Rach Dua Ward, HCM City.	Major
8	The Bidder shall supply all items listed under each Section.	Major

##### Documents support by vendors:

- Acceptable of Tech. Requirement if all items are acceptable.
- Not Acceptable of Tech. Requirement if any item is not acceptable.
- Major: Acceptable or not acceptable.