INVITATION TO BID

Bidding package No: **94-VT-2446/26-CNTT-LBM**

Title of bidding package: **Well design software**

Name of the project: ___________________

Issued on: ___________________

Issued including Decision: ___________________

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This Chapter provides information to help bidder in preparation of Bid Proposal. Information includes rules of preparation, submission of Bid Proposal, bid opening, bid evaluation and contract award. Chapter I contains provisions that are to be used without modification.

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ABBREVIATION

ITB	Instructions to Bid
BDS	Bid data sheet
GCC	General conditions of contract
PCC	Particular conditions of contract
VND	Vietnam Dong
USD	US Dollar
EUR	European currency

Part 1. BIDDING PROCEDURES

Chapter I. INSTRUCTIONS TO BIDDERS

1. Scope of bid	1.1. Employer as specified in the Bid Data Sheet (BDS) issues this Invitation to Bid for selection of Bidder to implement bidding package for procurement of goods folowing single-stage one-envelope procedure. 1.2. Title of the bidding package; number, quantity of parts (in case bidding package is divided into many independent parts) belongs to bidding package as specified in BDS.
2. Explanation of terms used in bidding	2.1. The Deadline for bid submission is the deadline for submission bids and is specified in the Invitation to Bid. 2.2. Day refers to Gregorian calendar day, including weekends, holidays, and Tet holidays according to the provisions of labor law. 2.3. Time and day, month on the national bidding network shall be defined time and day, month published the national bidding network (GMT+7).
3. Source of Funds	Source of funding (or method of capital arrangement) for bidding package as specified in **BDS.**
4. Prohibited acts in bidding	4.1. Offering, giving, receiving or taking a bribe. 4.2. Abusing positions or entrusted power to influence or illegally intervene in bidding process in any form. 4.3. Collusive practice, including: a) Reaching, with or without undue influence, an arrangement or agreement which is designed to let one or more parties to prepare bids for all bidders or to withdraw submitted bids so that one of them will win the bid; b) Reaching an arrangement or agreement on refusal to supply goods or services, or subcontract, or reaching other agreements to limit competition so that one party will win the bid; c) A bidder or investor with appropriate qualifications and experience has submitted a bid and meets the requirements laid down in the Invitation to Bid but deliberately refuses to provide additional documents proving their capacity and experience at the Vietsovpetro's request for clarification of the bid or verification of their submitted documents with the aim of facilitating one par.y's winning of the bid. 4.4. Fraudulent practice, including: a) Forging or falsifying information and/or documents used in bidding; b) Deliberately providing information and documents which are not accurate or objective in bids or proposals with the aim of falsifying the contractor selection result. 4.5. Obstructive practice, including: a) Destroying, deceiving, altering or concealing of evidence or making false statements; threatening, harassing or intimidating any party to prevent the verification or investigation into a corrupt, fraudulent or collusive practice made with a supervision, inspection or audit authority;

	b) Obstructing the competent person, employer, Vietsovpetro, bidders in the course of contractor selection; c) Impeding competent authorities' rights of supervision, inspection or audit of bidding activities; d) Deliberately making false complaints, denunciations or petitions with the aim of impeding bidding process; đ) Acts of violation against laws and regulations on cybersecurity and safety intended to intervene or impede the online bidding process. 4.6. Inequality and non-transparency, including: a) A bidder of a package or investment project is also the Vietsovpetro or employer or takes charge of performing tasks of the Vietsovpetro or employer of that package or investment project, violating against the regulations stated in Point 5 ITB; b) A person or entity concurrently engages in the preparation and appraisal of Invitation to Bid, or RFP of the same package or investment project; c) A person or entity concurrently engages in the evaluation of bids or proposals and the appraisal of the contractor selection result of the same package or investment project; d) A person who is working for the Vietsovpetro/employer directly engages in the contractor selection, or acts as a member of the expert team or appraising team in charge of appraising the contractor selection result, or is a competent person or head of the Vietsovpetro/employer, for a package or investment project for which his/her family relative, as defined in the Law on enterprises, directly submits a bid or acts as the legal representative of a bidder; đ) A bidder submits a bid for a procurement, construction or non-consulting service package for which the bidder is also acting as a consultant on preparation, verification and appraisal of cost estimate, technical design, building drawings and designs, front-end engineering design (FEED); preparation and appraisal of Invitation to Bid; evaluation of bids; inspection of goods; appraisal of contractor selection result; supervision of contract execution; e) A person acts as a bidder for a package of a project or investment project of the Vietsovpetro or employer for which he/she worked and held the executive or managerial position within 12 months from the date of his/her resignation therefrom; g) A supervision consultant also acts as the inspection consultant of the same package; 4.7. Unauthorized disclosure of the following information and documents on the contractor/investor selection: a) Contents of bidding documents before they are issued as prescribed; b) Contents of Bids, notebooks, minutes of bid evaluation meetings, comments and evaluations for each Bids before publishing contractor selection result; c) Content of request for clarification of Bid proposals of the

	Vietsovpetro and responses of bidders during the evaluation process of Bid proposals before publising the bidder selection result; d) Report of the Vietsovpetro, report of the Expert Group, appraisal report, report of consulting bidder, report of relevant professional authorized organization during the bidder selection process before publishing the bidder selection result; đ) The bidder selection result before being published arcording to regulation as prescribed; 4.8. Illegal transfer of awarded contract: a) The contractor transfers to other contractor(s) a workload of task of the package worth more than 10% of package value; or worth less than 10% of package value but more than 02 million USD (after deducting the workload of the subcontractor's responsibility as declared in the contract), calculated on the signed Contract price.
5. Eligibility of bidders	A bidder that is an organization shall be deemed to be eligible if complying the following requirements: a) It is requried to have registration of establishment and operation issued by the competent authority of the country where the bidder is operating. b) It must keep independent accounting records; c) It is not undergoing dissolution process or subject to revocation of enterprise registration certificate, cooperative/cooperative union/ artel registration certificate; is not facing insolvency as prescribed by the law on bankruptcy; d) It must ensure competitiveness in bidding as prescribed in Point BDS; e) It is not being prohibited from participating in bidding; f) It is not liable to criminal prosecution; g) It is not the state of temporary suspension, termination of participation in national bidding network. h) It's name is registered on National bidding network before the grant of approval for contractor selection result as prescribed in BDS.
6. Contents of Invitation to Bid	6.1. The Invitation to Bid consists of Parts 1, 2, 3, 4 accompanied with documents of Bid Proposal amendment as specified in ITB 7 (if any) including as follows: **Part 1. Bidding Procedures:** - Chapter I. Instructions to Bidders (ITB); - Chapter II. Bidding Data Sheet (BDS); - Chapter III. Bid Proposal Evaluation Criteria; - Chapter IV. Bidding Forms. **Part 2. Technical Requirements:** - Chapter V. Technical Requirements. **Part 3. Conditions and Forms of Contract:** This part includes the terms, conditions, data and forms that constitute the complete contract. **Part 4. Appendices** 6.2. Vietsovpetro is not responsible for the preciseness, completeness of the Invitation to Bid, explanation for clarification documents or

	amendment of Invitation to Bid as prescribed in ITB 7 if these documents are not provided by Vietsovpetro. In case of any contradiction, documents issued by Vietsovpetro shall prevail. 6.3. The bidder shall examine all instructions, forms, supply requirements and other requirements in the Invitation to Bid for preparation Bid Proposal including all information or documentation as required by the Invitation to Bid.
7. Clarification, Amendment of Invitation to Bid	7.1. The amendment of the Invitation to Bid shall be made as prescribed in **BDS** prior to the deadline for submission of bid proposal by issuing the written documentation for amendment in accordance with the methods as prescribed in **BDS**. To give bidders reasonable time in preparing their bid proposal, Vietsovpetro may, at its discretion, extend the deadline for the submission of bid proposals. 7.2. Any bidder who needs clarification of the ITB shall send a written request to Vietsovpetro in a minimum period of time as presribed in the **BDS** prior to date of Deadline for bid submission in order that Viesovpetro shall take consideration. After receiving the written request for clarification by the deadline, Vietsovpetro shall make a written clarification response in a minimum period of time as prescribed in **BDS**, that specifying clarification content request without specifying the name of the requesting bidder, and send it to every bidder who have received the ITB from the Vietsovpetro. If the clarification leads to amendment ITB, Vietsovpetro shall amend the ITB in accordance with ITB 7.1. 7.3. If necessary Vietsovpetro hold pre-bidding conference to discuss the contents in Bidding Document in which the bidders are unclear as stiupulated in **BDS**. Vietsovpetro shall send an invitation to the pre-bidding conference to all contractors who have received the Invitation to Bid and post it on the System. The discussion shall be formally recorded as minutes of clarification which shall be sent to all bidders who have bought or acquired Invitation to Bid from Vietsovpetro. 7.4. In case the Invitation to Bid is required to be modified after the pre-tender conference, Vietsovpetro shall issue a written document for amendment as specified in ITB 7.1, minutes of pre-bidding conference is not the amendment of Invitation to Bid. 7.5. No participation in pre-bidding conference or without a confirmation letter that bidder having particiated in pre-bidding conference is not the reason to reject the Bid proposals' bidder.
8. Cost of bidding	The bidder shall bear all costs associated with the preparation and submission of its Bid Proposal. Vietsovpetro shall not be liable for those cost under any circumstances.
9. Language of Bid Proposal	The bid proposal, as well as all correspondence and documents relating to the bid proposal exchanged by the bidder and Vietsovpetro, shall be written in English. Any supporting documents in bid proposal can be written in other languages and concurrently attached with translation in English. In case of no translation, if necessary, Vietsovpetro may ask bidder for supplementation of documents.
10. Documents comprising the bid proposal	The Bid Proposal shall comprise of the following: 10.1. Application for bidding in accordance with ITB 11;

	10.2. Consortium agreement in case the bidder is Consortium in accordance with Template No.3, Chapter IV – Bidding forms; 10.3. Bid Bond, in accordance with ITB 18; 10.4. Proof documents for eligibility of bidder in accordance with ITB 5; 10.5. Proof documents for eligibility of signatory under the application for bidding, in accordance with ITB 20.3; 10.6. Proof documents for capacity and experience of bidder, in accordance with ITB 16; 10.7. Technical proposals and proof document for adequacy of goods and related services, in accordance with ITB 15; 10.8. Price proposals and price schedules with full information, in accordance with ITB 11, 13; 10.9. Proposals of technical alternatives, in accordance with ITB 12 (if any); 10.10 Other contents as specified in **BDS**.
11. Application for bidding form and price schedules	The application for bidding form and respective price schedules shall be prepared using the relevant forms furnished in Chapter IV, Bidding Forms.
12.Proposals of technical alternatives	12.1. In case Invitation to Bid stipulates in **BDS** for probability of technical alternatives, then those technical alternatives shall be considered. 12.2. Technical alternatives are only considered when main solution meets requirements and bidder is ranked first. In this case, bidder shall provide all information necessary for evaluation of the alternatives by Vietsovpetro, including: notes, drawings, technical specifications, progress of supply, costs and other relevant information. The evaluation of technical alternatives in accordance with Section 5, Chapter III.
13.Biding prices and discounts	13.1.Bidding price stated in the Application for bidding and in the bidding price tables with discounts must comply with the regulations as specified in this Section: a) The bidding prices means the price stated in Application for bidding, including all costs for implementation of bidding package (not including discounts). b) In case the bidding packages is not devided into independent parts, on condition that bidder offers discount, this can be offered directly in Application for Bidding or put in separate letter for discount. Bidder has to specify the content of discount and details of discount allocation into specific items in columns of "List of goods", "Services description". In case details are not provided, the discount is assumed to apply uniformly for all items in the columns of "List of goods", "Services description". Letter for discount (if any) can be submitted with Bid Proposal or separately provided that Vietsovpetro receive prior to Deadline for bid submission. c) Bidder shall submit Bid Proposal for all work described in ITB 1.1 and offer unit prices, extended amount for work specified in columns of "List of goods", "Services description" in accordance with respective template prescribed in Chapter IV – Bidding forms. In case columns "Unit price" and "Extended amount" are not offered or offered "0", it is assumed that bidder allocates prices of these goods and services into others prices of those in bidding package, bidder is responsible

	to provide goods, services in accordance with requirements of Invitation to Bid and not receive payment from Vietsovptero during implementation of contract. Bidder is required to offer prices in each Price schedules as prescribed in **BDS**. 13.2. In case bidding package is divided into independent parts and bidder is allowed bidding in each part specified in BDS, bidder is able to bid for one or many parts of bidding package. Bidder has to bid all work of such part which the bidder attends. Should the bidder offer discount, bidder shall specify details and prices of discount in each part as per ITB 1.2. 13.3. The bidder shall be responsible for the bidding price quoted to perform and complete the work in accordance with the requirements as stated in the Invitation to Bid. In case the biddier offer a low unit price in abnormal manner which affecting to the quality of the bidding package, the Vietsovpetro may require the bidder to clarify the feasibility of such abnormal unit price. 13.4. Bidder's bidding price quoted shall include all taxes, fees and charges (if any) in response to tax rates, expenses, fees at the time of 28 days prior to the stipulated deadline for bid submission. In case bidders announce bidding prices not including taxes, fees, charges (if any), bidders' Bid Proposal shall be rejected. 13.5. Bidders offer the bidding price as stipulated in **BDS.**
14.Currencies of Bid and Payment	14.1 The currency of the bid shall be offered in *VND/ USD/ EUR.* Cost incurred inside Vietnam shall be offered in VND. Cost incurred outside Vietnam shall be offered in *VND/ USD/ EUR*. Bidders have to offer by only one currency for a specific work. In case bidding price is offered in foreign currency, bidder has to prove that the respective work has been using foreign currency. 14.2 The currency of payment for work items shall correspond with the currency of bid for those items. Domestic costs are only paid in VND. 14.3 The currency for conversion of different bidding prices from various currencies into unique currency for evaluation and comparison is: VND/USD applying the selling rate stated by Vietcombank on the date when the bid is closed. If all bidding prices are in foreign currency, then bid evaluation and comparison shall be done in USD. In the event that one of bidding prices is in VND, then bid evaluation and comparison shall be done in VND. 14.4 Without prejudice to any terms mentioned above and relevant applicable laws, contract currency for domestic bidders shall be in VND, applying the selling rate stated by Vietcombank on the date when the bid is closed.
15.Documents establishing the conformity of the Goods and Related Services	15.1. To establish the eligibility of the goods and related services in accordance with Invitation to Bid, the bidder shall furnish as part of its Bid Proposal the documentary evidence that the goods conform to the technical specifications and standards specified in Chapter V. 15.2. The term "Goods" is construed including but not limited to machinery, equipment, raw materials, fuel, materials, supplies, accessories; consumables; medical supplies used for medical establishment. 15.3 The term "origin" shall mean as country or territory where produces whole goods or implements final basic processing in case many

	countries or territories take part in production process of those goods. 15.4 The term “Related Services” including but not limited to the Services such as: warranty, maintenance, overhaul, repair, supply of spare parts or supply of other after sales services like training, technology transfer… 15.5. The documentary evidence responsiveness of the goods and related services may be in the form of documents, drawings, data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the goods and related services, demonstrating substantial responsiveness of the goods and related services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Chapter V. 15.6. The bidder shall also provide a list giving full particulars, current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during the period specified in the **BDS** following commencement of the use of the goods. 15.7. Standards for manufacturing, production process of material and equipment, as well as references to brand names or catalogue numbers specified by Vietsovpetro in the Chapter V, are intended to be descriptive only and not restrictive to bidder. The bidder may offer other standards of quality, brand names, catalogue numbers, provided that it demonstrates, to Vietsovpetro’s satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Chapter V.
16.Documents establishing the capacity and experiences of the bidder	16.1. The bidder shall provide necessary information in templates in Chapter IV – Bidding Forms in order to demonstrate capacity and experiences for performance of contract as specified in Chapter III – Bid Proposal evaluation criteria. The bidder shall prepare original documents for verification with information stated in bidder’s Bid proposal if Vietsovpetro requires. 16.2. The documentary evidence of the bidder’s capacity to perform the contract if its bid proposal is awared as specified in **BDS**.
17.Period of validity of Bid Proposal	17.1. Bid Proposal shall remain valid not shorter than the period specified in the **BDS**. 17.2. In exceptional circumstances, prior to the expiration of the bid proposal’s validity period, Vietsovpetro may request bidders to extend the period of validity of their Bid Proposal. The Bid Bond as also requested shall be extended for 30 days beyond the deadline of the extended validity period. If a bidder refuses to extend its Bid Proposal validity as required, the Bid Proposal shall not be further considered and the Bid Bond shall be returned to bidder. The bidder have accepted Vietsovpetro’s extension request shall not be permitted to modify any contents of its Bid Proposal. The extension request and acceptance or non-acceptance shall be in writing.
18.Bid Guarantee	18.1. When attending the bid, prior to deadline for bid submission, the bidder shall implement bid guarantee and attach it to Bid proposal under the following forms: i) a form unconditional guarantee issued by a bank or financial institution which is legally operating in Vietnam or foreign bank branches established under Vietnamese law;

	ii) submit a certificate of insurance guarantee issued by a domestic non-life insurance enterprise, or branch of a foreign non-life insurance enterprise established under the Vietnamese law. iii) pay a deposit or bank transfer to VSP's account as specified in **BDS** 18.2. In case the validity of Bid proposal is extended as specified in ITB 17.2, the Bid bond's validity shall be accrodingly extended. In case of consortium bidder, all partners of consortium shall implement the same form of Bid bond. In case of Consortium, the Bid Bond shall comply with one of the following: a) Each Consortium partner shall provide a separate Bid Bond; however, the aggregate amount of Bid Bond submitted by all Consortium partners is not less than the required amount specified in ITB 18.2. If the Bid Bond of any Consortium partner is determined to be invalid, the bid of the Consortium shall not be considered and evaluated further. If any Consortium partner is in breach of the rules resulting in without return of Bid Bond in accordance with point b ITB 18.5, then Bid bond of all Consortium partners shall not be returned. b) All partners of the Consortium shall nominate one partner to arrange a single Bid Bond for itself and all other partners in the Consortium. In this case, the Bid Bond shall be in the name of the Consortium or the name of the partner who arranges the Bid Bond for the entire Consortium provided that the total amount is not less than the required amount in BDS of ITB 18.2. If any Consortium partner is in breach of the rules resulting in without return of the Bid Bond in accordance with ITB 18.5, the Bid Bond shall not be returned. 18.2. Amount, currency and valid period of the Bid Bond shall be as specified in the **BDS**. 18.3. The Bid Bond shall be considered illegitimate in one of following cases: having lower value, with shorter valid period as specified in ITB 18.2, incorrectly states the name of the beneficiary, not original and without legitimate signature, signed before Vietsovpetro issues the Invitation to Bid or accompanied with adverse condition for Vietsovpetro (including not fully committed with content of the Bid Bond Forms – 04A, 04B, 04C in Chapter IV). In case of using a letter of guarantee or certificate of insurance, the letter of guarantee or certificate of insurance must be provided, signed and stamped (if applied) by one of the following: a lawful representative of a domestic credit institution, a branch of a foreign bank established under Vietnamese law, a domestic non-life insurance enterprise, a branch of foreign non-life insurance enterprise established under Vietnamese law. In case of using a letter of guarantee (of deposit/transfer to Vietsovpetro's account), the letter must be signed and stamped by the legal representative of the contractor. 18.4. Unsuccessful bidder shall be returned or released the Bid Bond in the maximum duration specified in the **BDS** since the date for notification of result of selecting bidder. For successful bidder, the Bid Bond shall be returned or released after the bidder furnishes the contract performance guarantee. 18.5. The Bid Bond shall not be returned in one of following cases: a) After the deadline for submission of bids and during the validity period of the bid, the bidder withdraws their Bid proposals or gives a written refusal to perform one or some tasks proposed in their Bid proposals in

	accordance with the requirements laid down in the Invitation to Bid; b) The bidder performs any of the prohibited acts specified in Point 4 ITB or commits violations of the bidding law resulting in bid cancellation as prescribed in Point 32 ITB; c) The successful bidder fails to furnish the required performance security as prescribed Point 37 ITB; The first ranked bidder is invited to negotiate the Contract. Within seven (07) days from the date of receipt of the invitation to negotiate the Contract from Vietsovpetro, the bidder does not come to negotiate or refuses to negotiate the Contract or offers conditions different from the content in the Bid Proposals or withdrawing commitments in the Bid Proposals resulting to unsuccessful Contract negotiations, the Bid bond shall be not returned to bidder, except in cases of force majeure; d) The bidder fails or refuses to complete the Contract within twenty (20) days from the date of receipt of notification of Bid award from Vietsovpetro, except in cases of force majeure. e) The bidder refuses to sign the Contract within ten (10) days from the date of completion of the Contract, except in cases of force majeure. 18.6. In case the Invitation to Bid is divided into independent parts, bidder may submit the bid bond in either of the two ways as follows: a) A bid bond for all parts that bidder participate in the bidding (the value of bid bond will be equal to the total values of the parts that bidder takes part in). Where the value of bid bond submitted by the bidder is less than the total of values, it shall be handled as follows: - Priority order: The validity of the bid bond shall be determined based on the order of the parts as stated in the Bid Submission Form (or the parts in which the bidder participates; - Allocation method: The bid bond shall be allocated sequentially to each part from top to bottom according to the list of parts registered by the bidder until the bid bond value is fully utilized. b) Separated bid bonds for each part that bidder takes part in the bidding. Where the bidder's breach results in a failure to refund the bid bond as stipulated in section ITB 18.5, the failure to refund the value of bid bond shall be calculated on the part violated by the bidder.
19.Deadline for bid submission	19.1. The deadline for bid submission is the time specified in the **BDS**. 19.2. Vietsovpetro may at its discretion, extend the deadline for the submission of Bid Proposal by amending the Invitation to Bid in accordance with ITB 8, in which case all rights and obligations of Vietsovpetro and bidders previously subject to the deadline shall thereafter be subject to the new deadline as extended. 19.3 The bidder submits directly or delivers the Bid Proposal to Vietsovpetro adresss provided that it arrives before deadline for submission of bid specified in the **BDS**. Vietsovpetro receive Bid Proposal of all bidders before deadline for submission of bid, including even if bidder has not bought or received the Invitation to Bid from Vietsovpetro. In such case, the bidder shall pay an amount equal to the selling price of the Invitation to Bid to Vietsovpetro account prior to the Bid Proposal is received and before the deadline for bid submission.
20.Submission, Withdrawal,	20.1. The bidder shall prepare Bid Proposal comprising: one original as specified in ITB 10 and some copies with amount mentioned in the

substitution, and amendment of Bid Proposal	**BDS**. The cover of dossier shall be marked clearly "ORIGINAL OF BID PROPOSAL", "COPY OF BID PROPOSAL". In case of amendment, alternative of Bid Proposal, the bidder shall prepare one original and some copies of dossier with amount specified in the **BDS**. The cover of dossier shall be marked clearly "ORIGINAL OF AMENDED BID PROPOSAL", "COPY OF AMENDED BID PROPOSAL", "ORIGINAL OF ALTERNATIVE", "COPY OF ALTERNATIVE". In case of technical alternative in the Bid Proposal specified in ITB 12, the bidder shall prepare one original and some copies with amount mentioned in **BDS**. The cover of dossier shall be marked clearly "ORIGINAL OF TECHNICAL ALTERNATIVE", "COPY OF TECHNICAL ALTERNATIVE OPTION". 20.2. Bidders shall be responsible for the appropriateness of the copies compared to the original. In case of deviation between original and copy but without changing the bidder ranking, the original shall be used for evaluation. In case of deviation between original and copy leading to different results in evaluation of original and the copy, and resulting change in the bidder ranking, the Bid Proposal of that bidder shall be rejected. 20.3. The original of Bid Proposal shall be typed, printed with inerasable ink, with continuous page numbers. The application for bidding form letter, letter of discount (if any), supplementary documents, clarifying the Bid Proposal, price offer list and other forms in Chapter IV – Bidding forms shall be signed and stamped by the bidder's legitimate representative or the bidder's legitimate attorney (if any), in case of attorney, letter of attorney specified in Template 02, Chapter IV – Bidding forms or certified copy of company charter, decision on establishment of branch or other documents to demonstrate power of attorney shall be submitted with the Bid Proposal. 20.4. In case of Consortium bidders, Bid Proposal shall be signed by legal representative of all partners in Consortium or legal partner representating Consortium bidders according to Consortium agreement. In order that all partnerss of Consortium to be legally bound, Consortium agreement must be signed by legal representatives of all partners of Consortium. 20.5. Any words added, written between lines, erased, overwritten shall only be deemed legitimate if having signature nearby or in that page of signatory on the application for bidding letter. 20.6 The envelope of Bid Proposal comprises of original and copies, duly marking "BID PROPOSAL". In case of amendment, alternative of Bid Proposal, then the amended, alternative document (including original and copies) shall be placed in separated envelopes other than the envelope for Bid Proposal, clearly marking "AMENDMENT OF BID PROPOSAL", "ALTERNATIVE BID PROPOSAL". In case the bidder proposes an alternative technical plan, the entire alternative technical plan, including technical proposals and price proposals, must be contained in separate envlopes from the Bid Proposal envelop, the outside must clearly state "PROPOSED ALTERNATIVE TECHNICAL OPTION".

	The envelopes: for Bid Proposal; amended Bid Proposal, proposed alternative technical options (if any) must be sealed. Sealing method is according to the bidders' own regulations. 20.7. The envelopes shall: a) bear the name and address of the bidder; b) be addressed to Vietsovpetro in accordance with **BDS**; c) bear title of bidding package in accordance with ITB 1.2; d) bear a warning "not to open before the time and date for bid opening". 20.8. The bidder shall be responsible for aftermath or disadvantages if is not in accordance with this Invitation to Bid such as not sealing or losing seal of Bid Proposal during delivery to Vietsovpetro, not marking right information on envelopes of Bid Proposal as specified in ITB 20.6 and ITB 20.7. Vietsovpetro shall not be responsible for confidentiality of information in Bid Proposal if the bidders do not comply with above requirements. 20.9. Vietsovpetro shall not consider any Bid Proposals submitted after the Deadline for bid submission. Any Bid Proposals received by Vietsovpetro after the Deadline for bid submission shall be declared late submission, be rejected and be returned unopened to the Bidder. 20.10. After submitting the Bid Proposals, the Bidders may amend, replace or withdraw the Bid Proposals by sending a written notice signed by the bidder's legal representative, in case of attorney, a power of attorney letter must be enclosed as prescribed in ITB 20.3. Dossier for amendment or replacement of Bid Proposal must be enclosed with a written notification of the corresponding amendment, replacement and must ensure the following conditions: a) Being prepared by the Bidders and being submitted to the Vietsovpetro in accordance with ITB 20, the dossier containing the notification must be clearly stated "AMENDMENT OF BID PROPOSAL" or "SUBSITUTION OF BID PROPOSAL" or "WITHDRAWAL OF BID PROPOSAL "; b) Being received by Vietsovpetro before the Deadline for bid submission as stipulated in ITB 19. 20.11. The Bid Proposals which the bidder requests to withdraw in accordance with ITB 20.10 shall be returned unopened to the bidder. 20.12. The Bidder is not allowed to modify, replace or withdraw the Bid Proposal after the Deadline for bid submission until the expiration of the Bid Proposal's validity as stated in the application for bidding form letter or until the expiration of the extended validity of the Bid Proposal.
21.Bid opening	21.1. Except in the cases specified in ITB 20, Vietsovpetro shall publicly open and read out, clearly information in accordance with ITB 21.3 of all Bid Proposal received before the deadline for submission of bids. The bid opening shall take place publicly at time and place specified in the **BDS** in the presence of bidders and representatives of related organizations. The bid opening does not depend on presence or absence of bidders' representatives attending the bid. 21.2. In case bidder requests withdrawal or substitution of Bid Proposal, Vietsovpetro shall firstly open and read out clearly information in envelope of which outer notification marks "WITHDRAWAL OF BID PROPOSAL", the envelope of Bid Proposal of bidder with request for withdrawal shall remain sealed and be returned unopened to Bidder.

	Vietosovpetro shall not accept the Bidders' withdrawal of the Bid Proposal and still open such the Bid Proposal if the written notice of "Withdrawal of Bid Proposal" does not include documents providing that the person signing such documents is the bidder's legal representative and must be publicly announced during the bid opening. Next, Vietsovpetro shall open, read out clearly information in envelope of which outer notification marks "SUBSITUTION OF BID PROPOSAL" and this shall be replaced with the previous. This previous shall not be opened and be returned unopened to bidder. Vietsovpetro shall not accept the bidder to replace the Bid Proposal if the written notice of Bid Proposal replacement is not accompanied by documents proving that the person signing the document is the bidder's legal representative and must be made public during the bid opening. For envelope with notification marked "SUBSITUTION OF BID PROPOSAL", any attached notification document accompanied with amended Bid Proposal shall be opened, read out clearly. Vietsovpetro shall not accept the bidder to amend the Bid Proposal if the written notice of Bid Proposal's amendment does not include documents proving that the person signing the document is the bidder's legal representative. Only Bid Proposal opened and read out at the bid opening then shall be considered further and evaluated. 21.3 All the Bid Proposals shall be opened one at a time following the alphabetical sequence of the bidders' names and sequence below: a) Examine the seals; b) Open original of Bid Proposal, amendment of Bid Proposal (if any) and read out clearly at least the following information: name of bidder, quantity of originals and copies, bidding price in letter of bid, bidding price in summarized price list, discount (if any), validity of Bid Proposal, date of contract performance, value, validity of Bid Bond and other necessary information. In case bidding package is divided into many independent parts, then bidding prices and discount for each part shall be read out. Only discount read out in bid opening shall be further considered and evaluated; c) Representatives of Vietsovpetro shall countersign in original of letter of bid, Bid Bond, summarized price list, letter of attorney of bidder's legal representative (if any), letter of discount (if any), Consortium agreement (if any). Vietsovpetro shall not reject any Bid Proposal at the bid opening, except for late submission Bid Propsals as specified in ITB 20. 21.4. Vietsovpetro shall prepare a record of the bid opening that shall include information specified in ITB 21.3. The record shall be signed by representatives of Vietsovpetro and bidders attending bid opening. The omission of a bidder's signature on the record shall not invalidate the contents and effect of the record. The record shall be distributed to all bidders attending the bid.
22.Confidentiality	22.1. Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with the bidder selection process until publication of result of bidder selection. Under no circumstances, is the information in Bid Proposal revealed to any other bidders, except for the information that need disclosing during the bid opening. 22.2. Except for the case of enquiries for clarification of Bid Proposal and comparing documents, bidder is not allowed to contact with Vietsovpetro

	for issues related to bidder's Bid Proposal and other relevant issues of bidding package during the time from bid opening until the result of tendered selection is published.
23.Clarification of Bid Proposal	23.1. After bid opening, the bidder shall be responsible to clarify the Bid Proposal if required by Vietsovpetro, including eligibility, capacity and experiences of the Bidder. In terms of technical, financial proposal in bidder's Bid Proposal, the clarification shall comply with the principle of not changing the basic content of the submitted Bid Proposal and not changing the offed bidding price. 23.2. During the evaluation process, clarification of Bid proposal between Bidders and Vietsovetro is perform directly in written. 23.3. Clarification of Bid Proposals is only performed between the Vietsovpetro and Bidder whose Bid Proposals need to be clarified. In terms of clarification contents that directly affect evaluation of eligibility, capacity, experiences, technical requirement, financial issues, if period of clarification exceeds deadline and bidder does not submit documentation for clarification or submitted documentation does not comply with requirements of clarification from Vietsovpetro, Vietsovpetro shall evaluate based on the Bid Proposal submitted before deadline for bid submission. Vietsovpetro shall give the Bidder a reasonable period of time to clarify the Bid Proposal. 23.4. In case after deadline for submission of bids, the bidder knowing that the Bid Proposal it has submitted falls short of documents establishing its eligibility, similar contracts, production capacity, financial reports, tax declaration and payment obligations, documents on personnel, specific equipment proposed in its Bid Proposal may provide such evidence to the Procuring entity within a period of time specified in the BDS. The Procuring entity shall receive, consider and evaluate the bidder's additional and clarifying documents, which shall be considered as part of the Bid Proposal. 23.5. In case of any inconsistencies in the Bid Proposal's content or on the condition that the content is unclear, Vietsovpetro request clarification toward the bidder based on compliance as specified in ITB 23.1. 23.6. In case of doubt about the authenticity of documents provided by the Bidder, Vietsovpetro shall verify with organizations and individuals related to the content of the documents. 23.7. In case the Invitation to Bid requires the commitment, Contract Principles for equipment rental, main material supply, warranty, upkeep and maintenance, but such documents are not enclosed in the Bid Proposals, Vietsovpetro shall request Bidders to clarify their Bid Proposals and supplement documents within an appropriate period of time but not less than 03 working days as a basis for evaluation of Bid Proposals.
24.Deviations, Imposing Conditions and Omissions	During the evaluation of bid proposal, the following definitions apply: 24.1. "Deviation" is a difference from the requirements specified in the Invitation to Bid; 24.2. "Imposing Conditions" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Invitation to Bid; 24.3. "Omission" is the Bidder's failure to submit part or all of the information or documentation required in the Invitation to Bid.

25.Determination of responsiveness	25.1. Vietsovpetro's determination of a responsiveness of Bid Proposal is to be based on the contents of the Bid Proposal itself, as defined in ITB 10. 25.2. A substantially responsive Bid Proposal is one that meets the requirements of the Invitation to Bid without material deviations, conditions, or omissions. A material deviation, reservation, or omission is one that: a) If accepted, would affect in any substantial way the scope, quality, or performance of the goods and related services; limit in any substantial way, inconsistent with the Invitation to Bid, Vietsovpetro's rights or the bidder's obligations under the contract; b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive Bid proposal that meet the requirement of the Invitation to Bid. 25.3. Vietsovpetro shall examine the technical aspects of the Bid Proposal submitted in accordance with ITB 15 and ITB 16, in particular, to confirm that all requirements of the Invitation to Bid have been complied without any material deviation or reservation, or omission. 25.4. If the Bid Proposal is not substantially responsive to the requirements of Bidding Document, it shall be rejected; not being allowed to deviations, reservation conditions or omission of basic content in such Bid Proposal with the purpose of making Bid Proposal to be met substantially responsive to the requirements of Bidding Document.
26.Nonmaterial mistake	26.1. Provided that a Bid Proposal is substantially responsive, Vietsovpetro may waive any mistakes in the bid proposal that not to be a material deviation, reservation or omission. 26.2. Provided that a bid proposal is substantially responsive, Vietsovpetro may request that the bidder submits the necessary information or documentation, within a reasonable period of time, to rectify inappropriate points or nonmaterial mistake in the bid related to documentation requirements. The request for provsion of information and documentation to rectify such mistakes shall not be related to any aspect of the bidding price. Failure of the bidder to comply with the request may result in the rejection of its Bid Proposal. 26.3 Provided that a bid proposal is substantially responsive, Vietsovpetro shall rectify quantifiable nonmaterial mistakes related to the bidding price; the bidding price shall be adjusted to reflect the price of a missing or non-conforming item or component; this adjustment is for comparison purposes only.
27.Sub-contractor	27.1. Sub-contractors are organizations, individuals signing contracts with the bidders to perform related services. 27.2. Requirements of Subcontractors are specified in **BDS**. 27.3. Sub-contracting will not change the bidder's responsibilities. The bidders shall be responsible for the workload, quality, progress and other responsibilities for the parts of the contract carried out by the subcontractors. Sub-contractors' capacity and experiences shall not be considered in evaluation of the Bidder's Bid proposal. The bidder itself must comply with capacity criteria (no consideration of sub-contractors' capacity and experiences). 27.4. The bidder may sign contracts with sub-contractors according to the list of sub-contractors stated in the Bid Proposal or signing contracts with

	sub-contractors approved by Vietsovpetro to participate in performing the work. 27.5. The bidders is not allowed to utilize the sub-contractors to carry out the tasks other than the tasks of the subcontractors mentioned in the Bid Proposal; the replacement or addition of sub-contractors other than the list of sub-contractors prescribed in the Bid Proposal shall only be carried out when there is a valid and arpprorpiate reason and is approved by Vietsovpetro; in case sub-contractors are utilized to carry out the taks other than the tasks listed in the Bid Proposal that using a sub-contractor with a value of 10% or higher (after deducting the work part of the sub-contractor's responsibility) calculated on the contract price signed, as an act of "bid transfer".
28.Bid preferences in the selection of bidder	28.1. Rules of bid preferences: Bidders shall be granted preferential treatment when supplying goods of which costs for domestic production occupy 25% or higher. 28.2. Bid preferences are applied during evaluation process for comparing and rating Bid Proposal: Goods are eligible for bid preferences provided that bidders prove that domestic production costs account for above 25% of total price. Percentage (%) of domestic production cost of goods is calculated according to the following formula: **D (%) = G*/G (%)** Where: - G*: Domestic production cost calculated by quoted price of goods defined in the Bid Proposal which subtracts tax values and external costs, inclusive of fees and charges (if any); - G: Quoted price of goods defined in the Bid Proposal subtracting tax values; - D: Percentage (%) of domestic production cost of goods, D gains the rate of 25%, which can enable goods to receive the bid preferences as regulated in this clause. 28.3. Bid preferences calculation is specified in the **BDS**. 28.4. Bidder must declare information about the eligible types of goods for bid preferences according to Forms 15A, 15B and 15C Chapter IV that is on the basis of consideration and evaluation of bid preferences. In case bidders does not declare so, the Bidder's goods are considered not eligible for bid preferences. 28.5. In case goods do not receive bid preferences, evaluation and determination of bid preferences shall not be applied. 28.6. In case of bidders ranking equally, priority shall be given to those with: - Goods originating from the Socialist Republic of Vietnam and the Russia Federation. - Services/Jobs that employ workers from the Socialist Republic of Vietnam and the Russian Federation.
29.Bid Proposal evaluation	29.1. Vietsovpetro shall apply evaluation criteria listed in this clause and methods of evaluation are specified in the **BDS**. Any other criteria and methods of evaluation shall not be allowed.

	29.2. Vietsovpetro shall evaluate directly on the bid proposals submitted by the bidder. 29.3. Verify and evaluate eligibility of Bid Proposal: a) The verification and evaluation of eligibility of Bid Proposal as specified in clause 1, Chapter III –Bid Proposal Evaluation criteria; b) Any bidders who have eligibility Bid Proposal shall be further considered and evaluated with respect to capacity and experiences. 29.4. Evaluation of capacity and experiences: a) Capacity and experiences are evaluated as specified in clause 2, Chapter III – Bid Proposal Evaluation criteria; b) Bidders with satisfactory capacity and experiences shall be considered and evaluated to examine their technical capability. 29.5. Technical and price-based evaluation: a) Evaluation of technical capability must adhere to the evaluation standards and methods prescribed in Section 3, Chapter III – Bid Proposal Evaluation criteria; b) Bidders who satisfy technical requirements shall be considered to evaluate the price specified in Section 4, Chapter III – Bid Proposal Evaluation criteria. 29.6. After price-based evaluation, Vietsovpetro shall make and approve ranking list of bidders. The bidder ranked at the first position in the bidder's ranking list shall be eligible for the contract negotiation. Ranking of bidders shall be made as prescribed in the **BDS**. 29.7. In case the Invitation to Bid is divided into independent parts and bidder is allowed bidding in each part prescribed in ITB 1.2, bid evaluation is carried out with those respective parts of the bidder as prescribed in Section 6, Chapter III – Bid Proposal Evaluation criteria. 29.8. Principle of Bid proposal's evaluation: a) Vietsovpetro evaluate directly based on the bid proposals submitted by the bidder. In case the information committed, declared in the Bid proposal is not truthful, leading to false results of evaluating Bid proposal of the bidder, bidder shall be considered to have committed fraudulent; b) In case there is inconsistency between information of similar contract and supporting documents proving information of such similar contract, Vietsovpetro request bidder to clarify the Bid proposal. In case the contracts declared, enclosed in the Bid proposal that not meeting the requirements of Invitation to Bid or the Bidder does not declare or incompletely declares the similar contracts, Vietsovpetro request the bidder to clarify and supplement the another contract to meet the requirements of the Invitation to Bid within an appropriate period of time but not less than 03 working days. In case the bidder does not have a contract met the requirements of the Invitation to Bid, the bidder shall be disqualified; d) In case the key personnel and key equipment (if any) proposed by the contractor in the Bid proposal not meeting the requirements, Vietsovpetro allow the bidder to supplement or replace. Bidders are only allowed to add or replace each personnel position, equipment once within an appropriate period of time but not less than 03 working days. In case the Bidder does not have the replacement of personnel and equipment that meet the requirements of the Invitation to Bid, the bidder will be disqualified. Under any circumstances, on condition that the Bidder dishonestly declares personnel and equipment, the Bidder is not allowed to substitute other personnel or equipment, the Bidder's Bid proposal shall be rejected and the

	Bidder shall be considered having committed fraudulent according to regulations with legislation on bidding or other relevant legislation and shall be subject to be handled according to regulations. e) For the origin of the goods, in case there is any inconsistency between the declared information and attached documents, Vietsovpetro request clarification of the Bid proposal; f) For contents other than those mentioned in Points a, b, c and d of this Clause, in case there is inconsistency between the information in the original Bid proposal and the copy of the Bid proposal, the information in the original Bid proposal is the basis for review and evaluation; g) At the financial assessment step, in case the Bidder does not declare information in the bid preferences's form for domestically produced goods (for Goods procurement bidding packages) in order that Vietsovpetro have a basis for calculating bid preferences, then Bidder will not receive the bid preferences;
30.Contract negotiation	Contract negotiation shall be stipulated in **BDS**. 30.1. Contract negotiation shall be based on the followings: a) Report on evaluation of the Bid Proposal; b) Bid Proposal and bidder's records of clarification of bidding package (if any); c) Invitation to Bid. 30.2. Principles of the contract negotiation: a) Not negotiating on the contents the bidder offered in accordance with the requirements of the Invitation to Bid. b) While evaluating Bid Proposal and negotiating contract, if realizing the scope of supply/ work, workloads specified in Chapter V – Scope of Supply are insufficient compared with the design documentation, Vietsovpetro shall request bidder to add supplement scope for this insufficient part, on the basis of the quoted price; if the Bid Proposal has not provided the unit price, Vietsovpetro shall consider and decide on applying the unit price approved estimated price for these scope of work/ inadequate workloads compared to the design documentation or the unit price quoted by other bidders who have passed the technical evaluation if this unit price is lower than the approved unit price in the estimated bidding packge; c) When negotiating a contract for the deficient deviation, if the Bidder's bid proposal does not have a unit price corresponding to the deviation, the lowest bid unit price among other bidders' bid proposals that meet the technical requirements must be taken or taking the unit price in the approved estimate if this is the only bidder who passes the technical evaluation step as a basis for negotiating that deficient deviation. 30.3. Contents of contract negotiation: a) Unspecified, inappropriate and inconsistent contents between Invitation to Bid and Bid Proposal, between different contents in the Invitation to Bid may lead to incidents, disputes or impact on the contractual obligations of contracting parties;

	b) Deviations that have been found by the Bidder and Bidder's recommendations (if any), including proposal of amendment or technical alternatives which Bidder is allowed to provide according to relevant bidding regulations; c) Any issue that arises during the selection of Bidder (if any) in the aim of completing detailed contents of the bidding package; d) Nonmaterial omissions specified in ITB 30; đ) Other necessary issues. 30.4. During contract negotiation, negotiating parties must proceed to draft and complete the official agreement, detailed terms and conditions and annexes that determine detailed list of scope of supply, price list and progress of supply. 30.5. If the negotiation fails, Vietsovpetro shall consider, decide to invite the bidder who is ranked at the next positions for contract negotiation; if the successive negotiations also fail, Vietsovpetro shall report to the Investor to consider, decide the bidding cancellation as regulated in point a, ITB 32.1
31. Conditions for recommendation as the awarded bidder	31.1. For multi-lot bidding package, bidder shall be considered for recommendation as the winning bidder upon satisfying the following conditions: a) Having Eligibility Bid Proposal as prescribed in Section 1, Chapter III; b) Having capacity and experiences satisfying requirements as prescribed in Section 2, Chapter III; c) Having technical proposals satisfying requirements as prescribed in Section 3, Chapter III; d) Having deficient deviation not exceeding 10% of bidding price; e) Meeting requirements specified in the **BDS**; f) The bidder has the proposed contract award price (including taxes, fees, charges, (if any)) not exceeding the approved bidding package price. For bid packages using funding sources from different oil and gas blocks, where each part of the bid package corresponds to the funding source of each block, the proposed contract award price (including taxes, fees and charges, if any) of each part shall not exceed the price of the respective part in the approved bidding package price. If the approved estimated budget of bidding package is lower than or higher than the approved bidding package price, this estimate shall replace the bidding package price as basis for consideration for recommendation as the winning bidder. 31.2. For single-lot bidding package, bidder shall be considered for recommendation as the winning bidder upon satisfying the following conditions: a) Having Eligibility Bid Proposal as prescribed in Section 1, Chapter III; b) Having capacity and experiences satisfying requirements as prescribed in Section 2, Chapter III; c) Having technical proposals satisfying requirements as prescribed in Section 3, Chapter III; d) Having deficient deviation not exceeding 10% of bidding price;

	e) Meeting requirements specified in the **BDS**; f) The bidder has the proposed price award (including taxes, fees, charges (if any) not exceeding the approved bidding package price. If the approved estimated budget of bidding package is lower than or higher than the approved bidding package price, this estimate shall replace the bidding package price as basis for consideration for recommendation as the winning bidder.
32.Bidding cancellation	32.1. Vietsovptro shall notify the bidding cancellation in following cases: a) All Bid Proposals fail to satisfy the requirements of the Invitation to Bid; b) Change of the objectives, scope of procurement resulting in changes in volume of work and evaluation criteria stated in the Invitation to Bid at Vietsovpetro's decision; c) The Invitation to Bid fails to comply with legislation on bidding or other relevant legislation that lead to the failure of the selected bidder to meet requirements for performing bidding package; d) The award bidder commits prohibited acts specified in section 4 prohibited acts - Chapter I Instructions to Bidders. e) Organizations and individuals other than the awarded bidder commit prohibited acts specified in section 4 prohibited acts - Chapter I Instructions to Bidders leading to deviations in bidder selection results. 32.2. Organizations and individuals infringing law on bidding that lead to bidding cancellation as prescribed in point c, d, e in ITB 32.1 is undertaken to compensate expenses for related parties and be handled as prescribed by law. 32.3. In case of bidding cancellation specified in this section, Vietsovpetro shall return or release Bid Bond to bidders who has submitted the original Bid Bond within 05 working days, except the bidder violates the regulation as specified in point d and point đ, ITB 32.1.
33.Notice of bidder selection result	33.1. Vietsovpetro shall publish notice of bidder selection results within 05 working days from the date of approval of bidder selection results. Notice of bidder selection result shall include following contents: a) Information of the bidding package: - Number of Invitation to Bidder; - Name of the bidding package; - Bidding package price or approved estimate (if any); - Name of Investor; - Form of bidder selection; - Type of contract; - Time to implement the bidding package; - Time of contract performance. b) Information of the awarded bidder: - Tax code; - Contractor name; - Bidding price; - Bidding price after discount (if any);

	- Technical scores (if any); - Evaluation price (if any); - Awarded bidding price; - Time to implement the bidding package. c) For each type of goods and equipment in the bidding package, the Investor must publish the following information: - Goods name; - Wattage; - Features and technical specifications; models, part numbers, labels; - Origin; - Awarded of bidding unit price. d) List of unselected bidders and brief reasons of each bidder for not being selected. 33.2. In case of bidding cancellation as prescribed in point a, ITB 32.1, in the notice of bidder selection results and on the national bidding network must be clearly stated the reason for cancellation of bidding.
34.Change in volume of goods and services	34.1. At the time of awarding contract, Vietsovpetro are entitled to increase or decrease the volume of services stated in Chapter IV provided that such change not exceeding the rate specified in the **BDS** and there is not any change in the unit price or other terms and conditions of the Bid Proposals and Invitation to Bid. The rate of increase and decrease in volume shall not exceed 10%. 34.2. Additional purchase option: Before the contract expires, the Investor has the right to purchase an additional volume of goods or services in the bidding package other than the volume stated in Chapter IV provided that not exceeding the rate specified in the **BDS**.
35.Notice of Bid Proposal acceptance and contract award	35.1. After publishing the notice of bidder selection results, Vietsovpetro send a notice of acceptance of the Bid proposals and award the contract, including requirements on measures of contract performance guarantee, completion time, and contract signing. VND according to the provisions in Form as prescribed in Part 4 for the awarded bidder. Notice of acceptance of bid proposals and contract award are part of the contract documentation. In case the awarded bidder fails to complete, sign the contract or submit the contract performance guarantee within the deadline stated in the notice of bid proposal's acceptance and contract award, the bidder shall be disqualified and shall not be refunded the value of Bid bond as prescribed in Section 18.5 ITB. The period of time stated in the notice of bid proposal acceptance is calculated from the date Vietsovpetro sending this acceptance notice to the awarded bidder on the nation bidding network. 35.2. The method for signing contract using electronic signatures (for Vietnamese Bidders) shall be as specified in the BDS.
36.Conditions for signing contract	36.1. At time of signing contract, Bid Proposal of the selected bidder are still valid. 36.2. At time of signing contract, the selected bidder must ensure to meet requirements on technical and financial capability for implementation as prescribed in the Invitation to Bid. If the bidder no longer meets basic requirements of technical and financial capability prescribed in the Invitation to Bid, Vietsovpetro shall refuse to sign contract with the bidder. Vietsovpetro shall therefore

	cancel previous decision on approval of bidder selection result and contract award, and shall invite the bidder who is ranked at the next position for comparing documentation and contract negotiation (if required). 36.3. Vietsovpetro shall ensure conditions on funding for advance payment, payment funding and other necessary conditions for carrying out the bidding package on the schedule.
37. Contract performance guarantee	37.1. Before signing a contract or before the contract comes into effect, the bidder shall provide contract performance guarantee as specified in Part 3. In case of applying a form of contract performance guarantee, the form specified in Part 3 or another form approved by Vietsovpetro shall be complied. 37.2. The bidder shall not be entitled for the returning of the contract performance guarantee in the following cases: a) The bidder refuses to perform the contract after the date the contract comes into force; b) The bidder violates agreements in contract; c) Performing the contract behind schedule due to bidder's fault but refusing to extend the validity of the contract performance guarantee.
38. Handling of Complaints in Bidding	38.1. When bidder's legal rights and interests are affected, the bidders, agencies and organizations may file any complaint to Vietsovpetro with respect to procurement process, bidder selection result according to the regulations of Vietsovpetro. 38.2. In case of petition to Vietsovpetro, the bidder shall send the petition to the address specified in the **BDS**.
39. Monitoring, supervising of Bidder selection process	When detecting violated behavior or content inconsistent with the provisions of bidding law, the bidder is responsible for notifying the organization, individual performing the monitoring task and supervision as prescribed in the **BDS**.

Chapter II. BIDDING DATA SHEET

ITB 1.1	Name of Investor: Vietsovpetro – PSC Block 09-2/09
ITB 1.2	Title of bidding package: **Well design software, Block 09-2/09 (94-VT-2446/26-CNTT-LBM)** Name of project: Vietsovpetro's procurement plan Block 09-2/09 year 2026 **Quantity and part number of parts in bidding package: 01** **Vietsovpetro will evaluate and select following: Whole package** Year of production: Manufactured in ***2026 or later*** Scope of Supply: See Attachment 01 of PART 4. Technical requirement: see Attachment 02 of PART 4. Technical Evaluation Criteria: see Attachment 03 of PART 4.
ITB 3	Source of funding (or method of capital arrangement): Vietsovpetro financial plan for production activities in the year 2026 for Block 09-2/09
ITB 5 (d)	Competitiveness in the bidding must be ensured by following rules: - Bidders participating in bidding do not have a shareholding or equity contribution representing more than 30% with: Vietsovpetro – PSC 09-2/09, except in the case of: (i) The bidder is an affiliate or subsidiary of a state-owned corporation or group whose main production and business lines are consistent with the nature of the bid package of that state-owned corporation or group. (ii) The bidder is a parent company, subsidiary, or affiliate of a state-owned corporation or group whose main production and business lines are suitable for products and services under the bid package, and this bid package belongs to its subsidiary or affiliate. - The bidder do not either have a shareholding or equity contribution relationship with consultants or have a shareholding or equity contribution representing more than 20% of equity owned by a third party being an entity or a natural person, specifically as follows: + Consulting on preparation for technical design: + Consulting on verification of bid price: + Consulting on supervision of contract execution and inspection: + Consulting on preparation for the BD: + Consulting on appraisal of the BD: + Consulting on evaluation Bid Proposals: + Consulting on appraisal of bidder selection results: + Project management consulting, contract management, other consulting services whose work is directly related to the bid package: - The bidder does not belong to the same agency or organization directly managing the consultants (mentioned above)[1].

[1]Only evaluate this content for bidders that are public sector entities.

	- Public sector entities and employers, procuring entities that have the same direct governing authority, and equity contribution when participating in bidding for each other's bid packages shall not have to satisfy the regulations on legal and financial independence between the bidder and the employer and the procuring entity. - Public sector entities and enterprises that have the same direct governing authority, and equity contribution when participating in bidding for each other's bid packages shall not have to satisfy the regulations on legal and financial independence between the bidder and the employer and the procuring entity. - The ratio of shares, equity contributions between the parties is determined at the deadline for submission of bids and according to the ratio stated in the business registration certificate, establishment decision, and other documents of equivalent value. In case the bidder participates in the bidding as a joint venture or the consultant is selected as a joint venture, the equity ownership ratio of other organizations and individuals in the joint venture is determined according to the following formula: $\text{Ownership ratio} = \sum_{i=1}^{n} X_i \times Y_i$ Of which: $X_{i:}$ Equity ownership ratio of other organizations and individuals in the i-th joint venture member; $Y_{i:}$ Percentage (%) of the work volume of the i-th joint venture member in the joint venture agreement; n: Number of members participating in the joint venture
ITB 5 (h)	Bidder's name is registered on National bidding network before the grant of approval for contractor selection result as prescribed: - Bidders have to register procurement information on the National bidding network: **To be applied** - Bidders are to provide confirmation of information registration on the national bidding network system in according to the Circulars issued by Ministry of Planning & Investment for providing provisions on posting information about biding, on the roadmap for applying online Contractor selection, and managing the use of the value of bidding guarantee, ensuring the performance of non-refundable contracts: Detailed instructions of the National bidding network system are on the website: http://muasamcong.mpi.gov.vn.
ITB 7.1	The amendment of Invitation to Bid shall be published in National bidding network at least **05 working days** prior to the Deadline for bid submission.
ITB 7.2	Requests for clarification should be received by Vietsovpetro at least **05 working days** prior to the Deadline for bid submissions.

	Vietsovpetro shall shall clarify the request of clarification at least **03 working days** prior to Deadline for bid submissions.
ITB 7.3	Pre-bidding conference: NO
ITB 8	Payment for the Invitation to Bid: Interested bidders can buy Invitation to Bid with non-refundable cost of VND 500,000.00/set (in word: Five hundred thousand Vietnam Dong/set). Payment for Invitation to Bid shall be made by Telegraphic Transfer to the following Vietsovpetro's account: Account No. 1015561692 Beneficiary: Vietsovpetro VIETCOMBANK, Vung Tau Branch Please indicate: Bidder Name, payment for Invitation to Bid **Well design software, Block 09-2/09**, Bidding package No. 94-VT-2446/26-CNTT-LBM
ITB 10.10	The Bidder shall submit the following additional documents in its bid proposal: Scope of supply, scope and work and Technical Documentation as required Technical Requirement (Section Part 2 Chapter V: Scope of supply, Scope of works and Technical documents, etc. in ITB).
ITB 12.1	Bidder is allowed to submit Technical alternative. The bidder is required to clearly state the **main offer** and the **alternative offer** in the bidding proposal. Technical alternatives are only considered when main solution meets requirements and bidder is ranked first. In this case, bidder shall provide all information necessary for evaluation of the alternatives by Vietsovpetro, including notes, drawings, technical specifications, progress of supply and other relevant information.
ITB 13.5	In the detailed price quotation table, bidder shall offer prices according to the following requirements: **For foreign bidders:** the Bidders are requested to offer price on delivery term: CFR Vietsovpetro port, S.R. Viet Nam in accordance with Incoterms accompanied with appropriate amendments - if necessary as Bidding form No.12A, Chapter IV- Bidding form and provide "Incoterms 2020". In case goods are accompanied with services, commissioning…. Bidders have to clearly state that whether the offered price includes Foreign Contractor Withholding Tax (FCWT) as Bidding form No.13. If the offered price has not included, Vietsovpetro will calculate and add FCWT into the offered price for comparison and evaluation *(FCWT tax rate is: 1.01% for goods; 15.79% for services; 12.24% for services included in goods)*. Vietsovpetro shall do necessary procedures for tax exemption of goods. **For Vietnamese Bidders:** ***For Block 09-1:*** The Bidders are requested to offer price on delivery to Vietsovpetro warehouse., S.R. Viet Nam including all taxes, fees and charges (if any) arisen inside Vietnam and shall be taken into consideration exemption of import tax and VAT for imported goods from using List of exempted goods available for Vietsovpetro in Block 09-1 as Bidding form No. 12A and 12B, Chapter IV- Bidding form. ***For other Blocks (09-2/09, 09-3/12…):***

	The Bidders are requested to offer price on delivery to Vietsovpetro warehouse, S.R. Vietnam including all taxes, fees and charges (if any) arisen inside Vietnam. Exemption of import tax for imported goods from using List of exempted goods available for Vietsovpetro in Block […] is stipulated as Bidding form No. 12A and 12B, Chapter IV- Bidding form
ITB 15.6	Expected operating duration of Goods (for the purpose of requirement of spare parts, specialized tools): Not applicable.
ITB 16.2	The documentary evidence of the Bidder's capacity to perform the contract if the bidder win the bid including: Manufacturer's License for sale or the Certificate of Partnership or similar documents: *as per Technical requirement, Chapter V in Invitation to Bid*.
ITB 17.1	The Bid proposal shall be valid for: **≥ 90 days** from the deadline for bid submission.
ITB 18.1	The Bidder provides the Bid Bond through Deposit/Telegraphic Transfer to the following Vietsovpetro's account: Account: (VND) 1015561692 Beneficiary: Vietsovpetro – PSC Block 09-2/09 VIETCOMBANK, Vung Tau Branch
ITB 18.2	Contents of Bid Bond: The amount and currency of the Bid Bond for whole package shall be: **800.00** USD or **20,000,000** VND The Bid Bond shall be valid for: **≥ 120 days** from the Deadline for bid submission. In case the Bidder provides the Bid Bond through Deposit/Telegraphic Transfer to the following Vietsovpetro's account: Account: (VND) 1015561692 Beneficiary: Vietsovpetro – PSC Block 09-2/09 VIETCOMBANK, Vung Tau Branch
ITB 18.4	The Bid Bond of unsuccessful Bidders shall be returned or released in maximum 14 days from the date of Notification of Bidder selection Result.
ITB 19.1	The **Deadline for bid submission** at: **09 hour 00 minute, date 12 month August year 2026**
ITB 20.1	In addition to original of Technical Proposal and Financial Proposal, the quantity of copies of Technical Proposal (as per required in Technical requirement), Financial Proposal (01 copy). In case of modification, substitution of Technical Proposal, Financial Proposal or technical alternative, the bidders must submit the equal number of copies of modification, substitution or Technical alternative. ***Note:*** ***Quantity of Proposal:*** + ***Technical Proposal****: 01 original and 02 copies;* + ***Financial Proposal****: 01 original;* **+ *Soft copy:*** *01 USB included scanned Technical Proposal, Financial Proposal and native excel file of Financial Proposal;*

	+ ***All of the Proposals shall be sealing and marking as requirement in Chapter I point 21***.
ITB 20.7 (a)	Bidders shall submit their Bid Proposals to: Recipients: Vietsovpetro Address: 105 Le Loi Str., Vung Tau Ward, Ho Chi Minh City, S.R. Vietnam
ITB 21.1	The Bid proposal shall be opened publicly at: Time: **at: 09 hour 30 minute, date 12 month August year 2026** at the following address: Vietsovpetro, 105 Le Loi Str., Vung Tau Ward, Ho Chi Minh City, S.R. Vietnam
ITB 23.4	Bidders themselves can provide such evidence to the Procuring entity within 07 days from the deadline for submission of bids *[Insert the maximum time the bidder is allowed to send additional documents to the procuring entity]*.
ITB 27.2	Total value of sub-contractor(s) shall not exceed: **0%** of total value of Bid proposal. Specialized sub-contractor: Not applicable.
ITB 28.3	Calculation of preferential treatment: *[In case of Lowest price method]:* Goods that do not receive bid preferences must add a monetary amount accounting for 7.5% of bidding price after rectification of errors, adjustment of deviations and deduction of discounts (if any) of these goods to the bidding price after rectification of errors, adjustment of deviations and deduction of discounts (if any) of bidders for comparison and ranking."; *[In case of Evaluation price method]:* Goods that do not receive bid preferences must add a monetary amount accounting for 7.5% of bidding price after rectification of errors, adjustment of deviations and deduction of discounts (if any) of these goods to the Evaluation price of bidders for comparison and ranking".
ITB 29.1	Bid proposal evaluation methods: a. Evaluation of the bidder's capacity and experience: using Pass/Fail criteria b. Technical evaluation: *to apply evaluation method using Pass/Fail or Yes/No criteria in accordance with evaluation criteria stipulated in Section III, Chapter III, Bid Proposal Evaluation Criteria* c. The price evaluation: *to apply lowest price method* ***for*** **Whole package** *in accordance with evaluation criteria stipulated in Section V, Chapter III, Bid Proposal Evaluation Criteria.*
ITB 30	Contract negotiation: *Applicable* or *Not applicable.*
ITB 31.5	Ranking of bidders: *the bidder who has the lowest price* ***for*** **Whole package** *after rectification of errors, adjustment of deviation and deduction of discounts (if any) is ranked the first.*
ITB 34.1	The maximum percentage of work volume may be increased is: "*Not applicable*". The maximum percentage of work volume may be decreased is: "*Not applicable*".
ITB 34.2	Additional purchase option: "*Not applicable*" The maximum of additional purchase option: *0%*
ITB 35.2	Bidder shall provide information on electronic signatures (if any) as stipulated in Bidding form No. 16, Chapter IV- Bidding form

ITB 38.2	Vietsovpetro's address: 105 Le Loi Str., Vung Tau Ward, Ho Chi Minh City, S.R. Vietnam, Tel: (84 254) 3 839 871, Fax: (84 254) 3 839 857
ITB 39	Address of organization, individual in charge of supervision: Mr. Vu Mai Khanh - General Director of Vietsovpetro 105 Le Loi, Vung Tau Ward, Ho Chi Minh City, S.R. Viet Nam, Fax: 84-254-3839857

CHAPTER III: BID PROPOSAL EVALUATION CRITERIA

Section 1: Verification and evaluation the eligibility of Bid Proposal

1.1 Verification the Bid Proposal:

a) Verify the number of original and copies of the bid proposal;

b) Verify the documents comprising the original Bid proposal including: administrative documents, legal documents, Bidder's capacity and experience documents, technical proposal as stipulated in Invitation to Bid, in which there are: Application for Bidding, Consortium Agreement (if any), Power of Attorney for signing Application for Bidding (if any); Bid Bond/ Deposit; documentary evidence establishing the Bidder's eligibility to bid; documentary evidence Bidder's capacity and experience; technical proposal; price proposal and any other relevant documents of Bid Proposal as stipulated in ITB 10;

c) Verify the consistency of contents between the original and copies for detailed evaluation process of bidding package.

1.2 Evaluation the eligibility of Bid Proposal

A Bid proposal is considered eligibility when it fully meets the following requirements:

a) The Bidder submits the original of Bid proposal.

b) The Application for Bidding is signed and stamped (if any) by the legitimate representative of the bidder as required by Invitation to Bid. For consortium, the Application for Bidding is signed and stamped (if any) by the legitimate representatives of each member of the consortium or the authorized leader member of the consortium sign the Application for Bidding according to responsibilities in written agreement of consortium.

c) Bidding prices in Application for Bidding must be detailed, fixed, indicated by numbers, words and in accordance with total bidding prices mentioned in Summary of bidding price table. Bidders are required not to propose different bidding prices or conditions that put Vietsovpetro in disadvantage.

d) The validity period of the Bid proposal must meet the requirements stipulated in ITB 17.1.

e) The Bid Bond/Deposit must satisfy all the requirements as stipulated in ITB 18.3.

f) The bidder is not named in 2 or more Bid proposals as a main bidder (independent bidder or a member of consortium) in one bidding package. In case the bidding package is divided into many independent parts, the bidder is not named in 2 or more Bid proposals as the main bidder for the parts that bidder participates.

g) For consortium, written agreement of consortium is signed and stamped (if any) by the legitimate representative of each member of the consortium and the consortium agreement must specify the detail scope of work and estimated respective percentage that each member will implement as Bidding Form No.3, Chapter IV, Bidding Form.

   If the scope of supply includes only one unit/ one piece and no related service, bidder is not allowed to enter into a consortium; in case that Bidders is still in a consortium, agreement of consortium shall be considered invalid and Bidder shall be rejected.

h) The bidder is eligible as stipulated ITB 5.

Bidders who submit eligible bid proposals shall be considered and evaluated on their capacity and experience.

Section 2: Capacity and experience evaluation criteria

Standards of competence and experience are mandated and listed in Table No. 01 (for bidders who are Non-manufacturers of goods within the scope of the bid package) or Table No. 02 (for bidders who are manufacturers of goods within the scope of the bid package). A bidder's evaluation of competence and experience is subjected to whether it meets all standards. A subcontractor's competence and experience will not be taken into consideration when evaluating a bid proposal. The contractor itself must meet the evaluation standards of competence and experience.

In case the currency used in similar contracts or one of the following - Investor's payment confirmation for past contracts for the supply of goods, tax declarations, documents proving the bidder’s competence and experience - is not VND: in the bid proposal, the bidder must convert them to VND as a basis for evaluation. The conversion is subject to the exchange rate of *[Vietcomabnk’s selling rate]* at the date of signing a similar contract.

In case the currency used in similar contracts or one of the following – Investor’s payment confirmation for past contracts for the supply of goods, tax declarations, documents proving the bidder’s competence and experience – is not VND: in the bid proposal, the bidder must convert them to VND as a basis for evaluation. The conversion is subject to the exchange rate of [selling rate of Vietcombank] at the date of signing a similar contract.

In case the Bidder participating in bidding is the parent company (for example, Corporation) assigning a subsidiary to perform part of the work in the bid package, the contractor must declare specifically which part using Form No. 11C Chapter IV. The evaluation of experience in fulfilling similar contracts is based on the value and volume of work that the parent company and subsidiary delivered in the bidding package.

For Consortium, capacity and experience will be defined by the aggregated capacity and experience of each member of Consortium, but it must be assured that each member of Consortium must satisfy the requirement of capacity and experience for the volume of work implemented by him; if any of the members in Consortium do not satisfy the capacity and experience criteria, the Consortium will be evaluated as fail to meet the requirement on capacity and experience.

Sub-contractors’ capacity and experience will not be considered in the evaluation of the Bid proposal of main Bidder (unless the Invitation to Bid allows to use specialized sub-contractor). The main bidders themselves must satisfy criteria on capacity and experience (not considered the sub-contractors’ capacity and experience).

In case application of pre-qualification, if there are changes in capacity and experience when submitting the bid proposal in comparison with the information in the evaluated pre-qualification documents, the bidders must update their capacity and experience; in case there is no change in bidders’ capacity and experience, the bidders must send a written commitment that they still satisfy the bidding package’s requirements.

If there is no pre-qualification, the evaluation of capacity and experience will be carried out in accordance with the following evaluation criteria, the bidders are considered “pass” the capacity and experience requirements if they satisfy all the criteria.

2.1 Criteria for evaluation of capacity and experience

The evaluation of capacity and experience will be carried out as in following table:

CRITERIA TABLE FOR EVALUATION OF BIDDER’S CAPACITY AND EXPERIENCE

(For Bidders who are Non-manufacturers(1) of goods under the scope of the bid package)

Table No. 01

	Criteria on capacity and experience		**Compliance Requirements**			**Documents**
No.	**Description**	**Requirement**	**Single Entity**	**Consortium**		**Submission Requirements**
				All Members Combined	**Each Member**	
1	Historical Contract Non-Performance[1] due to Bidder's fault	From January 1, year 2022 [2] to Deadline for bid submission, the contractor does not have a contract for the supply of goods, not fulfilled through fault of the bidder.	Must meet requirement	not applicable	must meet requirement	Form 09
2	Tax obligations fulfilment	Has fulfilled tax obligations of the last fiscal year before Deadline for bid submission.	Must meet requirement	not applicable	must meet requirement	Commitment along with the Application for bidding Form 10

Note:

[1] Non performance contracts due to Bidder's fault shall include all contracts where:

- Non performance contracts, as concluded by employer, and were not objected by the Bidder,

- Non performance, as concluded by the employer, and were so objected by the Bidder but fully settled against the Bidder by Arbitration or Court.

Non performance shall not include contracts where employer decision was overruled by the dispute resolution mechanism. Non performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract or applicable law and where all appeal instances available to the Bidder have been exhausted.

[2] Time requirement, usually 03 to 05 years before bid closure year. For example, from January 1, 2018 to Deadline for bid submission.

Criteria on capacity and experience			**Compliance Requirements**			**Documents**
No	**Description**	**Requirement**	**Single Entity**	**Consortium**		**Submission Requirements**
				All Members Combined	**Each Member**	
3	Financial Capacity					
3.1	Financial Performance	Submission of financial statements **03 years** (from year **2023** to year **2025)** to demonstrate the current soundness of the Bidder's financial position.	Must meet requirement	not applicable	must meet requirement	Form 10

		The Bidder’s net worth for the last fiscal year, (calculated as the difference between total assets and total liabilities) should be positive.				
3.2	Average Annual business activities Turnover (excluding VAT)	Minimum average annual turnover (excluding VAT) of following value within the latest **[…]** fiscal years (1) ≥ **91,647.00 USD/ 2,405,550,456 VND.** (Incase Company of the Bidder established less than 3 years, the value of Average annual business activity turnover will be sum total value of business activity turnover and devide to total number of years have activities) (In case evaluate separate Groups), see the Note (2)	must meet requirement	must meet requirement	not applicable	Form 10

Notes:

[1] In case of Consortium, The Evaluation of the turnover criteria will be total turnover of all members for compare and evaluation.

[2] If bidder bids in one or more than one Group, Minimum average annual turnover within the last 03 fiscal years should be equal to Sum of those below value with respective groups:

Group 1	*[…] USD*
Group 2	*[…] USD*
Group 3	*[…] USD*
[…]	*[…]*
For full package: […] USD	

(*) In case the bidder bids in one or more than one Part, minium revenue evaluation is based on the total average revenue required of those Parts offered by bidder. In case the bidder bids in 01 Part, it only needs to meet the revenue requirement of that Part.

Criteria on capacity and experience			Compliance Requirements			Documents
No	Description	Requirement	Single Entity	Consortium: All Members Combined	Consortium: Each Member	Submission Requirements
4	**Experience on implementing Contracts of supplying similar goods**	Requires as least *01* contract for supplying **Program** (*) for the Oil and Gas industry or other industries as described hereunder that has been successfully or substantially completed (1) as main Contractor (individually or partner of Consortium) or sub-contractor (2) within the last 05 years to the deadline for bid submission. Number of contract is 01, the minimum value of the contract is: ≥ ***33,943.33 USD/ 890,944,524 VND*** *(= **50%** bid package value/ group value, applied for the bid package ....., in some case be accepted = **40%** bid package value/ group value)*	must meet requirement	must meet requirement	must meet requirement (equivalent to the volume of work implemented)	Form 07A

Notes:

(1) "Successfully completed" means completion of all (**80%**) of contract scope of work.

(2) For contract implemented by bidder as member of Consortium or sub-contractor, only the amount of work implemented by Bidder itself will be considered.

(*) In case the bidder bids one or more than one Part, evaluation of similar contract is based on each respective part offered by bidder. The bidder does not have to comply with the size of total similar contract for all those parts bidder offers.

Criteria on capacity and experience			Compliance Requirements			Documents
No	Description	Requirement	Single Entity	Consortium: All Members Combined	Consortium: Each Member	Submission Requirements
5	The ability of performing warranty, maintenance, repair, overhaul and provision of spare parts and other	The bidder must be represented by an Agent (or Representative) who is available to carry out the Bidders' obligations such as warranty, maintenance, repair and provision of spare parts by one of following:	must meet requirement	must meet requirement	must meet requirement (equivalent to the volume of work implemented)	

	after-sale services [1] *(To be evaluated in the Technical evaluation stage***)**	- The bidder commits its capability in fulfilling obligations of warranty, maintenance, repair, supply of spare parts or providing after-sales services as required by the Invitation to Bid. *(as per required in the Technical requirement)* - The bidder signs a principle contract with an entity capable of fulfilling the obligations of warranty, maintenance, repair, supply of spare parts or providing after-sales services as required by the Invitation to Bid. *(as per required in the Technical requirement).*				

CRITERIA TABLE FOR EVALUATION OF BIDDER'S CAPACITY AND EXPERIENCE

(For Bidders who are manufacturers[1] of goods under the scope of the bid package)

<table>
<tr><th rowspan="3">No.</th><th colspan="2">Criteria on capacity and experience</th><th colspan="3">Compliance Requirements</th><th>Documents</th></tr>
<tr><th rowspan="2">Description</th><th rowspan="2">Requirement</th><th rowspan="2">Single Entity</th><th colspan="2">Consortium</th><th rowspan="2">Submission Requirements</th></tr>
<tr><th>All Members Combined</th><th>Each Member</th></tr>
<tr><td>1</td><td>Historical Contract Non-Performance[2] due to Bidder's fault</td><td>From January 1, year 2022 [3] to Deadline for bid submission, the contractor does not have a contract for the supply of goods, not fulfilled through fault of the bidder.</td><td>Must meet requirement</td><td>not applicable</td><td>must meet requirement</td><td>Form 09</td></tr>
<tr><td>2</td><td>Tax obligations fulfilment</td><td>Has fulfilled tax obligations of the last fiscal year before Deadline for bid submission.</td><td>Must meet requirement</td><td>not applicable</td><td>must meet requirement</td><td>Commitment along with the Application for bidding
Form 10</td></tr>
</table>

Note:

[1] Manufacturer is understood as an enterprise/manufacturing facility that produces goods itself or participates in the production process of goods or a subsidiary or parent company in charge of distributing and consuming products produced by the parent company and other subsidiaries within the Group or Corporation.

[2] Non performance contracts due to Bidder's fault shall include all contracts where:

- Non performance contracts, as concluded by employer, and were not objected by the Bidder,

- Non performance, as concluded by the employer, and were so objected by the Bidder but fully settled against the Bidder by Arbitration or Court.

Non performance shall not include contracts where employer decision was overruled by the dispute resolution mechanism. Non performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract or applicable law and where all appeal instances available to the Bidder have been exhausted.

[3] Time requirement, usually 03 to 05 years before bid closure year. For example, from January 1, 2018 to Deadline for bid submission.

Criteria on capacity and experience			Compliance Requirements			Documents
No	**Description**	**Requirement**	**Single Entity**	**Consortium**		**Submission Requirements**
				All Members Combined	**Each Member**	
3	Financial Capacity					
3.1	Financial Performance	Submission of financial statements **03 years** (from year **2023** to year **2025)** to demonstrate the current soundness of the Bidder's financial position. The Bidder's net worth for the last fiscal year, (calculated as the difference between total assets and total liabilities) should be positive.	Must meet requirement	not applicable	must meet requirement	Form 10
3.2	Average Annual business activities Turnover (excluding VAT)	Minimum average annual turnover (excluding VAT) of following valuewithin the latest **[…]** fiscal years (1) ≥ **91,647.00 USD/ 2,405,550,456 VND.** (Incase Company of the Bidder established less than 3 years, the value of Average annual business activity turnover will be sum total value of business activity turnover and devide to total number of years have activities) (In case evaluate separate Parts), see the Note (2)	must meet requirement	must meet requirement	not applicable	Form 10

Notes:

[1] In case of Consortium, The Evaluation of the turnover criteria will be total turnover of all members for compare and evaluation.

[2] If bidder bids in one or more than one Part, Minimum average annual turnover within the last 03 fiscal years should be equal to Sum of those below value with respective Parts:

Group 1	*[…] USD*
Group 2	*[…] USD*
Group 3	*[…] USD*
[…]	*[…]*
For full package: […] USD	

(*) In case the bidder bids in one or more than one Part, minium revenue evaluation is based on the total average revenue required of those parts offered by bidder. In case the bidder bids in 01 Part, it only needs to meet the revenue requirement of that part.

Criteria on capacity and experience			Compliance Requirements			Documents
				Consortium		
No	**Description**	**Requirement**	**Single Entity**	**All Members Combined**	**Each Member**	**Submission Requirements**
4	**Capacity of goods production(*)**	The contractor provides documents as proof of production capacity, including either: - The capacity of factories or production lines with minimum output of: ___units/ month; Or: - The highest output per month within the last 05 years prior to the deadline for bid submission: ___units	must meet requirement	must meet requirement	must meet requirement (equivalent to the volume of work implemented)	Form 07B

Notes:

(*) The design capacity of the factory, manufacturing line or highest production quantity of 01 month in the latest 05 years before the deadline for bid submission is equal to: k x (Quantity required of the Invitation to Bid x 30/implementation time in the Invitation to Bid (calculated in days)). Normally k = 1.5; in case of centralized procurement or procurement of goods with large quantity and volume of the Invitation to Bid, k = 1.

In case the goods are products produced domestically by a Vietnamese bidder (which may or may not have been sold in the market), the bidder must prove that the design capacity or production quantity complies with the requirements.

In case the bidder is both a manufacturer and a supplier (some goods or a part of the volume of goods offered by the bidder in the Bid proposal which are produced by the bidder, some other goods or a part of the volume of goods are purchased by the bidder from other manufacturers or suppliers to supply for the bidding package), in addition to declaring production capacity, the bidder shall also declare experience in performing similar contracts as prescribed in Section 4-Table No. 01 of this Chapter. The evaluation of the bidder's experience will be done on the basis of providing the similar contract for supply of goods (in response to the part of goods bidder purchases from other manufacturers or suppliers) and the bidder’s production capacity (in response to the part of goods that the bidder produces itself providing in the bidding package). Bidder may use documents such as sales invoices, inventory quantities... to prove the quantity produced in 1 month.

Criteria on capacity and experience			Compliance Requirements			Documents
				Consortium		
No	Description	Requirement	Single Entity	All Members Combined	Each Member	Submission Requirements
5	The ability of performing warranty, maintenance, repair, overhaul and provision of spare parts and other after-sale services [1] *(To be evaluated in the Technical evaluation stage)*	The bidder must be represented by an Agent (or Representative) who is available to carry out the Bidders' obligations such as warranty, maintenance, repair and provision of spare parts by one of following: - The bidder commits its capability in fulfilling obligations of warranty, maintenance, repair, supply of spare parts or providing after-sales services as required by the Invitation to Bid. *(as per required in the Technical requirement)* - The bidder signs a principle contract with an entity capable of fulfilling the obligations of warranty, maintenance, repair, supply of spare parts or providing after-sales services as required by the Invitation to Bid. *(as per required in the Technical requirement).*	must meet requirement	must meet requirement	must meet requirement (equivalent to the volume of work implemented)	

2.2 Evaluation Criteria for Key personnel *(Not applicable)*

2.3 Sub-contractors and Specialized Sub-contractors *(Not applicable)*

Section 3: Technical evaluation criteria (see Part 2, Chapter V)

Section 4: Price evaluation criteria

Lowest price method: ***(Applicable)***

To be evaluated by the lowest price method as the following steps:

Determination of lowest price as following steps:

Step 1: Determination of bidding price including all taxes, fees, charges (if any) arisen inside Vietnam and shall be taken into consideration exemption of import tax and VAT for imported goods from using List of exempted goods available for Vietsovpetro in Block 09-1;

Step 2: Rectification of errors (apply in accordance with Note (1));

Step 3: Adjustment of deviations (apply in accordance with Note (2));

Step 4: Determination of bidding price after rectification of errors, adjustment of deviations, discount deduction (if any);

Step 5: Conversion of bidding price into a single currency (if any);

Step 6: Determination of preferential treatment value (if any) as stipulated in ITB 28;

Step 7: Ranking the bidders: the Bid proposal which has the **lowest bidding price for whole package** ***(including Related Services)*** after rectification of errors, adjustment of deviations, discount deduction (if any), conversion of bidding price into a single currency, addition preferential treatment value (if any), including all taxes, fees, charges (if any) arisen inside Vietnam and shall be taken into consideration exemption of import tax and VAT for imported goods from using List of exempted goods available for Vietsovpetro in Block 09-1 shall be ranked the first.

For other Blocks:

To be evaluated by the lowest price method as the following steps:

Step 1: Determination of bidding price not including all taxes, fees, charges (if any) arisen inside Vietnam;

Step 2: Rectification of errors (apply as stipulated in Note (1));

Step 3: Adjustment of deviations (apply as stipulated in Note (2));

Step 4: Determination of bidding price after rectification of errors, adjustment of deviations, discount deduction (if any);

Step 5: Conversion of bidding price into a single currency (if any);

Step 6: Determination of preferential treatment value (if any) as stipulated in ITB 28;

Step 7: Ranking the bidders: The Bid Proposal which has the **lowest bidding price** of Goods excluding all taxes, fees, charges (if any) *and Related Services including all taxes, fees, charges (if any)* **for whole package** after rectification of errors, adjustment of deviations, discount deduction (if any), conversion of bidding price into a single currency, addition preferential treatment value (if any), shall be ranked the first.

The following content will be considered in the evaluation and ranking stage of contractors:

During the Bid evaluation stage, for proposal of goods originating from countries affected by armed conflict, in state of war, sanctioned or embargoed, and the importation of those may be interrupted and affect the contract performance and delivery schedule, Bidder must provide explanations and committions on the ability to deliver goods for Vietsovpetro to consider and evaluate.

Based on the actual situation at that time, Vietsovpetro has the sole and exclusive right to review and decide to reject the bids, or not to continue the evaluation, if in the opinion of Vietsovpetro there is any risk to the contract performance and delivery schedule. In that case, the Vietsovpetro at its sole and absolute discretion will have the right to consider and remove these Bidders from the ranking list.

Notes:

(1) Rectification of errors

Provided that the bid proposal substantially satisfies Invitation to Bid, Vietsovpetro shall rectify arithmetical errors and other errors on the following basis:

a) Arithmetical errors include mistakes from calculation such as: addition, subtraction, multiplication, division when calculating bidding price. If there is a discrepancy between the unit price and the total price, the unit price shall prevail and the total price shall be corrected; If there is unusual differences in unit price due to decimal errors (10 times, 100 times, 1000 times), the total price should be used as a legal basis for correction; when the bidder fills without price or "0" in the column of unit price and total price, price of this item shall be deemed to be allocated among the prices for the other items of work of the package and Bidder will not be paid for by Vietsovpetro during contract performance.

In case the Bidding Document requires a detailed unit price analysis, the figures stated in the detailed unit price breakdown table of the bid proposal shall be used as the basis for rectification of arithmetic errors.

b) Other errors:

- If the Total price column is filled without the corresponding unit price, the unit price shall be determined by dividing the total price by the quantity; if the unit price is filled in, but the total price is missing, the total price shall be determined by multiplying the quantity by the unit price; if one of the items has the unit price and total price filled in, but the quantity is missing, the quantity shall be determined by dividing the total price by the unit price of that particular item. In case the aforesaid quantity that has been additionally defined is different from the quantity mentioned in the Invitation to Bid, that value difference is the deviation in the scope of supply, which shall be adjusted under regulations specified in Step 3;

-Mistake in Unit must be corrected to meet the requirements specified in the Invitation to Bid;

-Mistakes in using comas (instead of periods) and vice versa shall also be corrected in accordance with the written in Vietnamese customary. If Vietsovpetro determines the obvious mistake in placing of comas and periods, the total price shall prevail and the unit price shall be corrected.

-If there is an error in a total corresponding to the addition of subtotals, the subtotals shall prevail and the total shall be corrected;

-If there is a discrepancy between words and numbers, the amount in words shall used as a legal basis for correction. If the amount expressed in words is incorrect, then the number after rectification of error as stipulated in this article should be used as a legal basis for correction.

(2) Adjustment of deviation:

a) In case of deviation in the scope of supply compared to the Invitation to Bid, what is deficient shall be added, and what is redundant shall be subtracted according to respective unit price in the Bid proposal of bidder that has deviation;

In case of deficient deviation (lack of items of work in comparison with the scope of supply, lack of inland transportation cost to Vietsovpetro warehouse/ Vietsovpetro port in case Bidder does not offer delivery term to Vietsovpetro warehouse/ Vietsovpetro port), if there is no respective unit price in the Bid proposal with deficient deviation, the adjustment of deviation will be as follows:

- <u>Lack of items of work in comparison with the scope of supply:</u>

The highest unit price offered for such item of Bid proposals which pass the Technical evaluation shall be used as legal basis for adjustment of deviation. In case the Bid proposals passed the Technical evaluation has no unit price, unit price in the value of bidding package shall be used as legal basis for adjustment of deviation. In case not having value of bidding package, unit price for calculating price of the bidding package shall be used as legal basis for adjustment of deviation.

In case only one bidder passes the Technical evaluation, adjustment of deviation shall be made based on respective unit price in the Bid proposal of this bidder; In case this Bid proposal has no respective unit price, unit price in value of bidding package shall be used. In case not having value of bidding package, unit price for calculating price of the bidding package shall be used as legal basis for adjustment of deviation.

<u>- Lack of inland transportation cost to Vietsovpetro warehouse/ Vietsovpetro port:</u>

In case Bidder does not offer delivery term to Vietsovpetro warehouse/ Vietsovpetro port and not having value/ unit price for inland transportation cost to Vietsovpetro warehouse/ Vietsovpetro port, unit price in the value of bidding package shall be used as legal basis for adjustment of deviation. In case of not having unit price in the value of bidding package, the following rates shall be used as legal basis for adjustment of deviation:

**For [goods such as pipes and metal]: The inland transportation cost = 10.66 USD/ton*

**For [other goods]: The inland transportation cost = 0.25% x Total proposed bid price*.

b) In case the bidder fails to include taxes, fees or charges required to be paid as specified in the Bidding Document, Vietsovpetro shall add such costs to the bid price. Such costs shall not be considered as deficient deviation.

c) In case bidder has discount letter, rectification of errors and adjustment of deviation shall be made based on bidding price without discount. Percentage (%) of deficient deviation shall be determined on basis of comparison of bidding price in Application for Bidding.

d) In case the bidder whose bid proposal, after adjustment of deviations, is ranked first and invited for contract negotiation, the unit price used for negotiating the deficient deviation shall be the lowest unit price offered for the corresponding item among the other bid proposals that have passed the technical evaluation.

Any bid proposal having the total value of deficient deviations exceeding 10% of the bid price shall be rejected.

Section 5: Technical alternative *(If applied)*

Bidder is allowed to submit Technical alternative and requested to identify clearly which is "**The Main offer"** and which is "**The alternative offer**" in the Proposal.

Note: Technical alternatives are only considered when main solution meets requirements and bidder is ranked first. In this case, bidder shall provide all information necessary for evaluation of the alternatives by Vietsovpetro, including notes, drawings, technical specifications, progress of supply and other relevant information.

Section 6: Bidding package with multiple independent parts *(If applied)*

If the bidding package is divided into multiple independent parts as stipulated in ITB 1.2, implement as follows:

1. The evaluation and approval of the winning of bid will be carried out on the basis that the total proposed bid winning prices of the bidding package are lowest (for lowest price method); the total evaluated prices are lowest (for evaluated price method); the total proposed bid winning prices shall not exceed the approved value of bidding package but are not compared to the estimated value of each part.
2. There is one contract if only one bidder wins all the parts of the bidding package. There are many contracts if many bidders win the different parts of the bidding package.

Section 7: The right to unilaterally terminate contract negotiations with the first-ranked contractor in in contract negotiation satge.

For the proposal of goods originating from countries affected by armed conflict, in state of war, sanctioned or embargoed, and the importation of the those may be interupted and affect the contract performance and delivery schedule, explanations and commitments on the ability to deliver goods must be provided by the Bidder for Vietsovpetro to consider and evaluate.

Based on the actual situation at that time, Vietsovpetro will have the sole and exclusive right to review and decide to reject the proposals of those goods, or not to continue the evaluation, if in the opinion of Vietsovpetro there is any risk to the contract performance and delivery schedule. In that case, Vietsovpetro at its sole and absolute discretion will have the right to stop contract negotiation, and the next ranked bidder will be invited to negotiate the contract.

CHAPTER IV: BIDDING FORM

No	Bidding Form	Performance	Responsibility for performance	
			Vietsovpetro	**Bidder**
1	Form 01. Application for bidding form	Submission with Bid Proposal		**X**
2	Form 02. Power of Attorney			**X**
3	Form 03. Consortium Agreement			**X**
4	Form 04A. Guarantee for Bid Participation *(Bid Bond), applicable to independent bidders*			**X**
5	Form 04B. Guarantee for Bid Participation *(Bid Bond), applicable to consortium bidders*			**X**
6	Form 04C. Form of Deposit for bid participation	Submission with Bid Proposal		**X**
7	Form 05. Bidder's information form			**X**
8	Form 06. Information form for consortium bidders			**X**
9	Form 07A. Similar contract performed by bidder *(applicable to commercial bidders)*			**X**
10	Form 07B. Declaration of goods production capacity *(applicable to bidders who are manufacturers)*			**X**
11	Form 08A. Proposed Key Personnel			**X**
11	Form 08B. Profession skill curriculum vitae of key personnel			**X**
12	Form 08C. Professional Experience			**X**
13	Form 09. Historical Contract Non-Performance for the supply of goods due to fault of the bidder in the past.			**X**
14	Form 10. Bidder's Financial Status			**X**
15	Form 11A. Scope of work using sub-contractors			**X**
16	Form 11B. List of specialized sub-contractors			**X**
17	Form 11C. List of subsidiaries and member companies delivering work in the bidding package			**X**

18	Form 12. Summary of bidding prices			**X**
19	Form 12A. Bidding price schedule of goods *(manufactured, processed outside Vietnam)*			**X**
20	Form 12B. Bidding price schedule of goods *(domestically manufactured, processed or goods manufactured, processed outside Vietnam but already imported and being offered in Vietnam)*			**X**
21	Form 13. Bidding price schedule for related services			**X**
22	Form 14A. Spare parts for replacement (*Optional Scope) for Goods manufactured, processed outside Vietnam)*			**X**
23	Form 14B. Spare parts for replacement *(Optional Scopre) for Goods domestically manufactured, processed or goods manufactured, processed outside Vietnam, but already imported and being offered in Vietnam*			**X**
24	Form 15A. Declaration of goods with bid preferential treatments			**X**
25	Form 15B. Costs of goods manufactured domestically with bid preferential treatments *(in case of declaration for cost of import)*			**X**
26	Form 15B. Costs of goods manufactured domestically with bid preferential treatments *(in case of declaration for cost of manufacturing in Vietnam)*			**X**
27	Form 16. Bidder’s Information and Commitment (Only for Vietnamese Bidders)			**X**

FORM 01

APPLICATION FOR BIDDING [1]

Date: …………. (*Date of signing application for bidding*)
Name of bidding package:………….. (*Name Package according to Bid Announcement*)
Name of project: …………… (*Name project*)
Bid invitation No. :………………(*In case of limited tendering*)
Attention to: __________________ (*full name and address of employer*)

After studying the Invitation to Bid and the documents for Amendment of the Invitation to Bid [*insert the code of the amendment documents, if any]* that we have received, we *[insert the name of the bidder*] commit to execute [*name of bidding package*] as required by the Invitation to Bid at the total amount of [*specify in number, in words, and currency of bid proposal*] [2] and the summary of bidding price.
In addition, we voluntarily offer a discount with amount: ____ *[specify in number, in words, and currency of bid proposal].*
The bidding price after application of discount is: ____ *[specify in number, in words, and currency of bid proposal].*[3]
Validity of the Proposal[4]: ____ [*write the validity period from the deadline for submission of bids in accordance with the BDS]* days, from the deadline for submission of bids.
Bid Security: ___ *[State the value in figures, in words and in currency of the bid security]*
Validity of Bid Security: ____ *[insert validity period from deadline for submission of bids]*
Time for contract implementation: ……….. (*Total time to perform all work required in Bidding package*)[5]

We commit:
1. We are not in the process of carrying out dissolution procedures or having its business registration certificate, cooperative registration certificate, cooperative union registration certificate, or cooperative group registration certificate revoked, not in a case of insolvency according to the provisions of the law on bankruptcy (not in the process of ceasing operations or having its business household registration certificate revoked for Bidders that are household businesses).
2. We do not violate regulations on ensuring fair competition in bidding.
3. We have fulfilled the tax liabilities of the most recent fiscal year prior to the deadline for submission of bids.
4. We are not being under suspension from participating in bidding according to the provisions of the law on bidding.
5. We are not being prosecuted for criminal liability (the household owner is not being prosecuted for criminal liability in case the bidder is a business household).
6. We do not proceed any practices of corruption, bribe, collusion, obstruction and other violated provisions of the law on procurement when participating this package.
7. The information declared in the bid is truthful.
8. In case of winning the bid, the Proposal and clarification, supplemental documents of the Proposal constitute the agreement of responsibilities between the two parties until the contract is signed.
9. If our bid is accepted, we shall furnish a performance security as specified in IBT 37.1 of the Bidding document.

Legitimate representative of the bidder[6]
(Specify name, title, sign and stamp)

Notes:
[1] Application for bidding must be filled with sufficient and accurate information of Vietsovpetro, Bidder, the validity duration of Bid proposal, signed and stamped by legitimate representative of the bidder.

[2] Bidding prices in Application for bidding must be specific, fixed, indicated by numbers, words and in accordance with total bidding prices mentioned in price list. Bidders are required not to propose different bidding prices or conditions that put Vietsovpetro in disadvantage. In case of multiple parts, the Bidder must write the total bidding price of each parts and total bidding price of all parts that bidder participates.
[3] Specify discount for the whole bidding package or for one or many works, items (specify detailed discounted works, items)
[4] The validity of Bid proposal shall be counted from the date of Deadline for bid submission to the last date of validity period as stipulated in the Invitation to Bid. From the time of Deadline for bid submission until 24:00 of the date which has the deadline for bid submission is considered as one day.
[5] Duration of contract implementation in Application for bidding must be in accordance with Technical proposal and completion schedule specified in the Bid Proposal.

[6] If legitimate representative of bidder authorizes the subordinate to sign the application for bidding, the bidder must submit Power of Attorney according to Form No.2 of this Chapter; if the company's Charter/regulations or other related documents have the assignment of responsibilities to subordinates to sign application for bidding, the bid proposal must include these documents (no Power Of Attorney is required in accordance with Form No.2 of this Chapter).

For consortium, the application for bidding must be signed by the legitimate representative of each member of the consortium, except in Consortium agreement (as in Form No.3 of this chapter), the members of Consortium agree to authorize the leader member of the consortium to sign the Application for bidding. If each member of consortium has its own authorization, apply as for independent bidders. If the bidder wins the bidding package, the bidder must present to the Employer the notarized/certified copy of these documents before signing the contract. If the information declared is not accurate, the bidder is considered violation of ITB 4.

FORM 02

POWER OF ATTORNEY [1]

Date_______/_______/20_______ At (*name of place*)……………:
I,.......[*insert Name, ID/passport number, position of Legitimate representative of the bidder*], the Legitimate representative of _______[*insert the bidder name*] at_______ [*insert address*]
To issue this Power of Attorney to :

Mr/Mrs_________________________
ID/Passport number______________
Position_________________________
To do, execute and perform the following acts and things during the process of participating the Bidding package _________(*Name of Bidding Package*) of Project_________(Name of project) held by Vietsovpetro**:**

[-Sign the Application for bidding form;
-Sign the Consortium agreement (if any);
-Sign all documents, correspondences to Vietsovpetro during the bidding process, including the written requests to clarify Invitation to Bid, written clarification of Bid proposal, or written requests to withdraw, modify or substitute the bid proposal;
-Negotiate and finalize contract with Vietsovpetro;
-Sign the Bidder's arising claims (if any);
-Sign contract with Vietsovpetro (if awarded the Bidding package)] [2];

The Attorney shall lawfully perform acts within the scope of Power of Attorney as the legitimate representative of __________(*name of bidder*).
The Mandator, [*name of Legitimate representative of the bidder*] () will be completely responsible for acts performed by the Attorney,______[*name of the Attorney*] in the scope of Power of Attorney.
This Power of Attorney is valid for the period from_______to______[3] and will be made in ____ originals, _____ of which will be retained by Mandator; ______of which will be retained by Attorney and the rest will be retained by Vietsovpetro. All original copies hereof are identical and legally equal.

Attorney	Mandator
(*Signature*)	(*Signature*)
(Name, position and stamp (if any))	*(Name, position and stamp (if any) of Legitimate representative of the bidder)*

<u>Note:</u>

[1.] The original of this Power of Attorney must be submitted to Vietsovpetro together with the application for bidding as stipulated in ITB 20.3. Legitimate representative of bidder gives the power of attorney to the deputy, subordinate, branch's manager, chief of bidder's representative office to perform one or more above mentioned listed acts. The stamp used in case of power of attorney can belong to the bidder or to the entity of Attorney. The Attorney can not subsequently give this authorization to another.
[2.] The scope of Power of Attorney may include one or more above mentioned listed acts.
[3.] Specify the date the power of attorney come into force and expiry date, in accordance with the bidding process.

FORM 03

CONSORTIUM AGREEMENT [1]

_____, day ___month ___year _____

Bidding package: _____ [*name of bidding package*]

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

- Based on the Invitation to Bid ______[*name of bidding package*] date ___ month ___ year ______ [*date recorded on the Invitation to Bid*];

We, the representatives of the parties sign the Consortium Agreement, including:

Names of Consortium members ______ [*name of each consortium member*]

Represented by Mr./Ms.: ____

Position: ____

Address: ____

Tel: ____

Fax: ____

E-mail: ____

Account: ____

Tax code: ____

Power of Attorney No.____ date___ month ___ year ______(*in case of authorization*).

The parties (hereinafter referred to as members) agreed to sign this Consortium Agreement with the following contents:

Article 1. General principles

1. The members voluntarily establish a Consortium to participate in the bidding package ______ [*name of bidding package*] under the project ______ [*name the project*].

2. The members agree the name of the Consortium for any transactions related to this package as: ______ [*name of the Consortium as Agreement*].

3. The members commit that there is not any member to arbitrarily join independently in this bidding package or join consortium with other members to participate in this bidding package. In case of winning the bid, all members of the Consortium shall sign the Contract and there is not any member to have the right to refuse performance of the responsibilities and obligations stipulated in the Agreement. In case a member of the Consortium refuses to fulfill their own responsibilities as agreed or violates the provisions of the signed contract, such member shall be handled as follows:

- Compensating for damages to the parties in the consortium;
- Working with members of the Consortium to compensate for all damages to the Vietsovpetro in accordance with the provisions stipulated in the Contract (corresponding to the proportion of each member specified in Article 2 of this Agreement);
- Other forms of handling ____ *[Specify other forms of handling]*.

Article 2. Assignment of responsibilities

Consortium members agree to assign responsibilities for implementation of the bidding package ______ [*write name of bidding package*] under the project ______ [*write name of project*], for each member as follows:

1. Leader of the consortium:

The parties agree to authorize to ______ [*Write name of a party*] as a leader of the consortium, representing the Consortium in the following part of work [2]:

- Signing the application of bidding;
- Signing all documents, correspondences to Vietsovpetro during the bidding process, including the written requests to clarify Invitation to Bid, written clarification of Bid proposal, or written requests to withdraw, modify or substitute the bid proposal;
- Performing Bid Bond on behalf of Consortium;
- Participating in the process of negotiation and finalization of the Contract;
- Performing Performance Bond for the entire Consortium in case the Consortium wins the bid;
- Signing the Bidder's arising claims (if any);
- Performing all obligations of the Consortium which are not specified in the Table of Responsibility between the Consortium members in item 2 as follows;
- Performing other works except for signing Contract ______ [specify the detail content of other jobs (if any)].

2. The members of the Consortium agree to assign the responsibility of members as following table [3]:

No.	**Name**	**Content of assigned work**	**Respective percentage to total bidding price**	**Amount by percentage to total bidding price**
(1)	*(2)*	*(3)*	*(4)*	*(5)*
1	Name of the first member (Leader of the Consortium)	- Work 1:_____ - Work 2:_____ - Work 3:_____ …………..	______%	____ *VND/USD*
2	Name of the second member	- Work 1:_____ - Work 2:_____ - Work 3 _____	______%	____ *VND/USD*
....	......	....		
Total		**All work of bidding package**	**100%**	____ *VND/USD*

3. The payment method for the Consortium in case of winning the bid and signing a contract with the Investor ... is as follows:

- The Investor shall make direct payment to each member of the Consortium in accordance with the payment schedule specified in the Contract with the distributed amount corresponding to the proportion of workload agreed by the Consortium members and shown in column (4) of the Table of Responsibility in item 2 of this Consortium Agreement.
- Each member of the Consortium shall issue a Legal Invoice in accordance with the amount of the work performed by such Consortium member pursuant to the progress of each payment specified in the Contract.

Article 3. Validity of Consortium Agreement

1. This Consortium Agreement valid from its signing date.

2. This Consortium Agreement shall be determined to be invalid in the following cases:

- In case the Consortium wins the bid, this Consortium Agreement is an integral part of the contract signed with the Investor …and shall only be terminated when the parties fulfill their responsibilities and obligations and complete the liquidation of the contract;
- The parties agree to terminate;
- The Consortium does not win the bid;

- Cancellation of bidding package under the project as notified by the Vietsovpetro.

Consortium Agreement is made in ____ copies, each party keeps ____ copy, each having equal legal force and authenticity.

LEGAL REPRESENTATIVE OF CONSORTIUM LEADER
[Full name, title, signature and stamp]

LEGAL REPRESENTATIVE OF CONSORTIUM MEMBERS
[Full name of each member, title, signature and stamp]

Note:

[1] *Depending on the size and nature of bidding package, the content of agreement as in this form can be amended appropriately. If the bidding package is divided into multiple independent parts, the consortium agreement must specify clearly the name, reference number of parts that the consortium participates, specify mutual responsibility and separate responsibility of each member in accordance with respective parts that bidder participates.*
[2] *The scope of authorization may include one or more above mentioned listed acts*

[3] *Bidder must specify the detail work and the estimated percentage of respective value that each member will implement, mutual responsibility and separate responsibility of each member, including head member of the Consortium.*

FORM 04A

GUARANTEE FOR BID PARTICIPATION [1]

(BID BOND)

(applicable to independent bidder)

Beneficiary: VIETSOVPETRO,
105 LE LOI STR, VUNGTAU CITY, S.R. VIETNAM.
(Hereinafter referred to as the employer)

Date:__________ *[Insert date of issue]*

BID GUARANTEE No.:_________ *[Insert guarantee reference number]*

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

We have been informed that …………*[insert name of the Bidder.]* (hereinafter called "the Applicant") will participate bid for execution of the bidding package____ *[name of the bidding package]* under project____ *[name of the project]* according to Bid Invitation Letter No/Bid Announcement No.____. *[insert No. of Bid Invitation letter/ Bid Announcement No].*

We [*name of the bank],* hereinafter referred to as "the bank", pledge Beneficiary to guarantee for the bidder to participate in bidding for this bidding package with an amount of [*specify the value in number, in words, and the currency in use].*

This guarantee is effective for ……[2].days, from the date……month…..year [3]

At the request of the Applicant, we, as Guarantor, hereby unconditionally and irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures, insert amount in words]* within 05 working days upon our receipt of written notice from Beneficiary stating without requiring proof that bidder violates the regulations as follows:

1. Bidder has withdrawn its Bid proposal after Deadline for bid submission and during the validity period of bid proposal;

2. Bidder violating Law on Bidding leads to cancellation of Bid in accordance with point d, ITB 32.1;

3. Bidder fails or refuses to conduct contract negotiations within 07 working days from the date receipt of notification for negotiation of contracts by Vietsovpetro; or Bidder conducts contract negotiations but withdraws its Bid proposal leading to failed contract negotiations, except for force majeure;

4. Bidder fails or refuses to conduct contract finalization within 20 working days from the receipt date of Bid Award Notification from Vietsovpetro or bidder finalized contract but refuses to sign contract within 10 working days from the date contract finalized, except for force majeure;

5. Bidder does not conduct performance bond in accordance with ITB 37.1;

The said guarantee amount shall be paid by Guarantor forthwith to Beneficiary notwithstanding any contestation or protest by Guarantor or Applicant or by any third party, and irrespective of whether or not there is any dispute between Applicant and Beneficiary in respect of or relating to the Bidding package or in respect of any other matter and irrespective of whether or not such said dispute, if any, has been settled, resolved, litigated, or adjudicated upon otherwise howsoever.

If Applicant is selected as successful bidder: This guarantee will expire immediately if the Applicant signs contract and submit Performance Bond to Beneficiary in accordance with agreement in contract.

If Applicant is not selected as successful bidder: This Guarantee will expire immediately after we receive a copy of the Beneficiary’s notification to the Applicant about the result of the Bidder selection; within 30 days after the validity period of bid proposal.

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

Legitimate representative of the bank

(Specify name, title, sign and stamp)

Note:

[1] Apply if Bid Guarantee is in form of Letter of Guarantee from financial institution or foreign bank's branches which is legally operating in Vietnam.
[2] Insert as stipulated in BDS 18.2
[3] Insert Deadline for bid submission as stipulated in BDS 19.1

FORM 04B

GUARANTEE FOR BID PARTICIPATION [1]

(BID BOND)

(applicable to consortium bidders)

Beneficiary: VIETSOVPETRO,
105 LE LOI STR, VUNGTAU CITY, S.R. VIETNAM.
(Hereinafter referred to as the employer)

Date:____________*[Insert date of issue]*

BID GUARANTEE No.:_________ *[Insert guarantee reference number]*

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

We have been informed that …………*[insert name of the Bidder.]*[2] (hereinafter called "the Applicant") will participate bid for execution of the bidding package_ *[name of the bidding package]* under project *[name of the project]* according to Bid Invitation letter No.._. *[name No. of Bid Invitation letter].*

We [*name of the bank],* hereinafter referred to as "the bank", pledge Beneficiary to guarantee for the bidder to participate in bidding for this bidding package with an amount of [*specify the value in number, in words, and the currency in use].*

This guarantee is effective for ……[3].days, from the date……month… year [4]
At the request of the Applicant, we as Guarantor, hereby unconditionally and irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of_*[insert amount in figures, insert amount in words]* within 05 working days upon our receipt of written notice from Beneficiary stating without requiring proof that bidder violates the regulations as follows:

1) Bidder has withdrawn its Bid proposal after bid submission deadline and during the validity period of bid proposal;
2) Bidder violating Law on Bidding leads to cancellation of Bid in accordance with point d, ITB 32.1;
3) Bidder fails or refuses to conduct contract negotiations within 07 working days from the date receipt of notification for negotiation of contracts by Vietsovpetro; or Bidder conducts contract negotiations but withdraws its Bid proposal leading to failed contract negotiations, except for force majeure;
4) Bidder fails or refuses to conduct contract finalization within 20 working days from the receipt date of Bid Award Notification from Vietsovpetro or bidder finalized contract but refuses to sign contract within 10 working days from the date contract finalized, except for force majeure;
5) Bidder does not conduct performance bond in accordance with ITB 37.1.

If any member of consortium__*[insert name of consortium]* violates the Law, that leads to the Bid Bond not to be returned as specified in Point b, ITB 18.5 of Invitation to Bid, then the Bid Bond of all consortium members shall not be returned.

The said guarantee amount shall be paid by Guarantor forthwith to Beneficiary notwithstanding any contestation or protest by Guarantor or Applicant or by any third party, and irrespective of whether or not there is any dispute between Applicant and Beneficiary in respect of or relating to the Bidding package or in respect of any other matter and irrespective of whether or not such said dispute, if any, has been settled, resolved, litigated, or adjudicated upon otherwise howsoever.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary upon the instruction of the Applicant; or (b) if the Applicant is not the successful Bidder, upon the earlier of our receipt of a copy of the Beneficiary's notification to the Applicant of the name of the successful bidder within 30 days after the expiration of Bid Proposal.

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

Legal representative of Bank

[name, position, signature and stamp]

Note:

Applying in case the bid security (bank security) is a letter of guarantee of credit institutions or foreign banks' branches which are established under Vietnamese law. The bank is recommended to use this Bid security (bid bond) form, in case of applying for other different forms that violates one of following regulations: bid security has lower value than required, the validity period of bid security is shorter than regulation prescribed in ITB 18.2, invalid name of Beneficiary, not original and without valid signature or with the disadvantageous conditions to Vietsovpetro, bid security shall be invalid.

[2] Bidders'name can be one of following cases:

- Name of consortium participates in bid, for instance consortium bidder A + B participates in bid, name of bidders shall be written "Consortium bidder A + B";
- Name of the member undertakes implementation of bid security for the entire consortium or for other partners in consortium, for instance consortium A + B + C participates in bid, case of the consortium agreement appointed bidder A performing bid security for whole consortium, the name of bidder shall be "Bidder A (on behalf of consortium bidder A + B + C), in case the consortium agreement appointed bidder B performing bid security for bidder B and C, then name of bidder shall be written as "Bidder B (for the behalf of bidder B and C)";
- Name of consortium's member perform separate the bid security;

[3] Insert as prescribed in BDS 18.2.

[4] Insert date deadline for bid submission in accordance with BDS 19.1.

FORM 04C

FORM OF DEPOSIT FOR BID PARTICIPATION

Date: …………. (*Date of signing application for bidding*)
Name of bidding package:………….. (*Name Package according to Bid Announcement*)
Name of project: …………… (*Name project*)
Bid invitation No. :………………(*In case of limited tendering*)
Attention to: __________________ (*full name and address of employer*)

With reference to the above mentioned bidding package, we *[insert the name of the bidder*] hereby would like to confirm as follows:

1. In lieu of the submission of Bid Bond issued by a bank, *[insert the name of the bidder*] shall implement bid guarantee for [*name of bidding package*] in the form of transfer to Vietsovpetro's bank account a deposit amount equivalent to the Bid Bond amount specified in the ITB, i.e [*specify in number, in words, and currency of deposit*]
2. Bidder confirm that Bidder shall comply all conditions as stipulated in Bid bond form of ITB. (*In the event that Bidder confirms not to comply all conditions in the Bid bond's form in ITB, Bidder's bidding proposal shall not be evaluated)*
3. After [*insert the required bid bond validity period*] days from the bid closing date ……., Vietsovpetro shall transfer deposit amount above to *[insert the name of the bidder*]'s account. *[insert the name of the bidder*] shall be responsible for all the bank fees in connection with this transfer.
4. Vietsovpetro's bank account:

   Beneficiary's name: Vietsovpetro

   Beneficiary's Bank: Joint Stock Commercial Bank for Foreign Trade of Vietnam – Vungtau Branch

   Account Number: 008.100.00000.11 (VND)

   ______________ (USD)

Legitimate representative of the bidder
[name, position, signature and stamp]

Notes:

Along with this letter, bidder must enclose the Payment order or appropriate document evidencing that bidder executed the payment to Vietsovpetro account.

FORM 05

BIDDER'S INFORMATION FORM

Date: _____
NCB No. and title:_____

Bidder's name:____*[specify Bidder's name]*
In case of consortium, insert name of each partner in consortium
Place of business registration:_____ *(indicate province/city of Constitution)*
Year of business founding / incorporation __ *[year of company founding]*
Bidder's legal address *(in country of registration)*
Bidder's legitimate representative information:
Name:
Address:
Telephone/fax numbers:
E-mail address:

a. Attached are copies of original documents: Articles of Incorporation, Business Registration, Decision of Establishment or equivalent documents of constitution or association issued by authority of country where Bidder is operating.
b. Included the organizational chart.

Legitimate representative of the bidder
[name, position, signature and stamp]

Note:
(1) In case of consortium Bidder, each consortium member must declare this form.

FORM 06

INFORMATION FORM FOR CONSORTIUM BIDDER's MEMBERS

Date:________
Bid package No. and titles:____

Consortium Bidder's name:
Consortium member's name:
Consortium member's country of registration:
Consortium member's year of foundation:
Consortium member's legal address in country of registration:
Consortium member's legitimate representative information:
Name:
Address:
Telephone/fax numbers:
E-mail address:

1. Attached are copies of original documents of: Business Registration of Company, Certificate of Investment, Decision of Establishment, etc.
2. Included is the organizational chart.

Legitimate representative of the bidder
[name, position, signature and stamp]

Note:
(1) In case of consortium Bidder, each consortium member must declare this form.

FORM 07A

SIMILAR CONTRACT PERFORMED BY BIDDER[1]

(applicable to commercial bidders)

Date __ month __ year __

Bidder's name: ____ *[full name of bidder]*

Descriptions of each contract should contain following information:

<table>
<tr><td>Name and contract number</td><td colspan="3">[Full contract name and number]</td></tr>
<tr><td>Contract signing date</td><td colspan="3">[Date, month, year]</td></tr>
<tr><td>Completion date</td><td colspan="3">[Date, month, year]</td></tr>
<tr><td>Contract Value(3)</td><td colspan="2">[Total signed contract value and the original currency]</td><td>Equivalent to ____ VND</td></tr>
<tr><td>If the bidder is a consortium member, provide a summary of the work undertaken and its value</td><td>[Summary of the work]</td><td>[Value of the work undertaken (amount in original currency and %]</td><td>Equivalent to ___ VND</td></tr>
<tr><td>Project or Procurement name</td><td colspan="3">[Full name of the project/procurement estimate whose contract is being declared]</td></tr>
<tr><td>Name of Investor:</td><td colspan="3">[Full name of the Investor in the contract being declared]</td></tr>
<tr><td>Address:
Telephone/fax:
Email:</td><td colspan="3">[Full current address of the Investor]
[Phone number, fax number including country code, area code]
[Email address]</td></tr>
<tr><td colspan="4">Describe similarities in accordance with Section 2.1 of Chapter III(2)</td></tr>
<tr><td>1. Type of goods</td><td colspan="3">[Correct type]</td></tr>
<tr><td>2. Fulfilled contract value (3)</td><td colspan="3">[Actual contract value fulfilled based on acceptance value, contract liquidation]</td></tr>
<tr><td>3. Scale</td><td colspan="3">[Scale according to the contract]</td></tr>
<tr><td>4. Other characteristics</td><td colspan="3">[Other characteristics, if needed]</td></tr>
</table>

Legitimate representative of the bidder
[name, position, signature and stamp]

Note:

The contractor shall carefully study the Invitation to Bid and proposes similar contracts to ensure the requirements of the Invitation to Bid are complied.

1. In case of consortium, each member must declare according to this Form.
2. Bidders only declare the similar content with the requirements of the bidding package.
3. In case the contract value is not in VND, it shall be converted to VND at the exchange rate specified in Section 2 of Chapter III as a basis for evaluation.

FORM 07B

DECLARATION OF GOODS PRODUCTION CAPACITY

(applicable to bidders who are manufacturers)

The number of factories and production facilities (collectively referred to as factories): ____ *[Number of factories]*

For each factory, the bidder declares the following information:

Factory Name:	*[Factory name]*
Address:	*[Factory address]*
Total investment:	*[Total investment]*
Design capacity:	*[Design capacity]*
Effective capacity:	*[Effective capacity of last year]*
Production standard:	*[Current production standard, if applicable]*
Number of employees:	*[Total number of employees working at the factory]*

Legitimate representative of the bidder
[name, position, signature and stamp]

Notes:

For a consortium, each member of the consortium shall declare using this Form.

FORM 08A
(Not applicable)

PROPOSED KEY PERSONEL

The Bidder shall declare its key personnel as required in Section 2 of Chapter III and shall demonstrate its capability to mobilize these people to deliver the bidding package. Key personnel may be on the contractor's payroll or mobilized by the bidder. In case the key personnel declared by the bidder in its bid proposal does not meet the requirements or the contractor cannot demonstrate mobilization capability (including cases where said personnel has been mobilized for another contract with overlapping execution timeline), Vietsovpetro shall allow the bider to make addition or replacement. The bidder is allowed to make addition or replacement once for each position for a suitable period of time not less than 03 working days. In case the bidder does not have a replacement comlying the Invitation to Bid’s requiments, the contractor shall be disqualified. In all cases, if the bidder declares personnel in a dishonest manner, making replacement shall not be allowed, the bid proposal shall be disqualified and the bidder shall be considered fraudulent according to the provisions of legislation on bidding or other relevant legislation and penalized accordingly.

1	Job position *[detailed job position in the bidding package]*
	Name *[name of key personnel]*
2	Job position *[detailed job position in the bidding package]*
	Name *[name of key personnel]*
3	Job position
	Name
4	Job position
	Name
5	Job position
	Name
—	Job position
	Name

Legitimate representative of the bidder
[name, position, signature and stamp]

FORM 08B
(Not applicable)

PROFESSIONAL CURRICULUM VITAE OF KEY PERSONNEL

The Bidder must supply all required information below and attach certified copies of original related documents.

<table>
<tr><td colspan="3">Position</td></tr>
<tr><td rowspan="2">Personnel Information</td><td>Name</td><td>Date of Birth</td></tr>
<tr><td colspan="2">Professional Qualification</td></tr>
<tr><td rowspan="5">Current Job</td><td colspan="2">Employer’s name</td></tr>
<tr><td colspan="2">Employer’s address</td></tr>
<tr><td>Telephone no:</td><td>Contact person (Deputy / HR officer)</td></tr>
<tr><td>Fax</td><td>E-mail</td></tr>
<tr><td>Title</td><td>Number of years of experience with the present employer</td></tr>
</table>

Legitimate representative of the bidder
[name, position, signature and stamp]

FORM 08C
(Not applicable)

PROFESSIONAL EXPERIENCE

Summarize professional experience in reverse chronological order. Specify professional and management experience related to the bidding package

from	To	Company/Project/Position/Related professional and management experience

Legitimate representative of the bidder
[name, position, signature and stamp]

FORM 09

HISTORICAL CONTRACT NON-PERFORMANCE FOR THE SUPPLY OF GOODS NOT FULFILLED DUE TO FAULT OF THE CONTRACTOR IN THE PAST [(1)]

Name of contractor: ________________
Date: ______________________
Name of member of the consortium contractor (if any):________________________

<table>
<tr><td colspan="4">Contracts for the supply of goods not fulfilled due to fault of the contractor in the past in accordance with Clause 2.1 Section 2 Chapter III</td></tr>
<tr><td colspan="4">☐ No contract Supply of goods not fulfilled through bidder's fault as of January 1, […] in accordance with Criterion 1 in the Evaluation Standards for Competence and Experience under Clause 2.1, Section 2, Chapter III.

☐ There is a contract Supply of goods not fulfilled through bidder's fault as of January 1, […] in accordance with the Evaluation Standards for Competence and Experience under Clause 2.1 Section 2 of Chapter III.</td></tr>
<tr><td>Year</td><td>Scope of work not fulfilled</td><td>Contract description</td><td>Total contract value (value, currency, exchange rate, equivalent value in VND)</td></tr>
<tr><td></td><td></td><td>Contract Description: ___________________
Name of Investor: ____________________
Address:__________________________
Causes of non-fulfillment of the contract:
________________________</td><td></td></tr>
</table>

Legitimate representative of the bidder
[name, position, signature and stamp]

Notes:

(1) The Bidder must accurately and truthfully declare contracts for the supply of goods that were not fulfilled through fault of the Bidder in the past. In case Vietsovpetro discovers that the bidder has a contract for the supply of goods that is not fulfilled due to fault of the bidder in the past which was not declared, the bidder is deemed to have committed fraud and its bid proposal shall be disqualified. For a consortium bidder, each member of the consortium must declare using this form.

FORM 10

BIDDER'S HISTORICAL FINANCIAL PERFORMANCE[1]

Bidder's name:________

Date:________

Name of Consortium member (if any):________

Financial Data for Previous 3 Years[2] [VND/USD]: **[…]÷[…]**		
Year 1	Year 2	Year 3

Information from balance sheet

Total assets			
Total liabilities			
Net worth			
Current assets			
Current liabilities			
Working capital			

Information from Income Statement

Total turnover			
Average annual turnover from business activities[3]			
Profits before taxes			
Profits after taxes			

Attached are copies of financial statements (balance sheets, including all related notes and income statements) for the last **03 years*[4]***, as indicated above, complying with the following conditions:

- All such documents reflect the financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries or affiliates.
- Historic financial statements must be audited in accordance with the applicable laws and regulations.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited. Attached with notarized copies one of following original documents:

- Tax finalization inspection report.
- Declaration form of self tax finalization report (VAT and CIT) confirmed by the Tax department/ District tax department at the time of submitting the declaration form.
- Proper documentation in which the bidder has declared the electronic tax finalization.
- Confirmation in writing from tax department/ district tax department (confirmed the cumulative payment for full year) about complying paying tax duty.
- Audited report
- Other documents

Legitimate representative of the bidder
[name, position, signature and stamp]

Note:

(1) In case of Consortium Bidder then each member of Consortium Bidder must declare according to this Form.

(2), (4) The period stated here should be the same as the period indicated under Criterion 2.1of Chapter III (Bid Evaluation Criteria).

In case Bidder has less than the number of years of establishment as required in ITB, the average annual turnover is calculated on the number of years that Bidder has been established.

(3) To determine average annual turnover from business activities, the Bidder will divide total turnover from business activities in years to number of years based on supplied information.

FORM 11A
(Not applicable)

SCOPE OF WORK USING SUB-CONTRACTORS[1]

No.	Name of sub-contractor[2]	Scope of work[3]	Amount of work[4]	Value estiamated[5]	Contract or agreement document with sub-contractor[6]
1					
2					
3					
4					
...					

Legitimate representative of the bidder
[name, position, signature and stamp]

Note:
[1] Applying this form in case of using sub-contractors.
[2] Bidder specifies the sub-contractor's names. In case at the moment at participating in bid, the sub-contractors have not yet been identified, bidders do not have to provide information in this column, but it should be declared in the column "Scope of work". After that, if bidder is being successful, since the sub-contractors mobilized for implementing the work have to be approved by the Vietsovpetro.
[3] Bidder specifies name and work description for the sub-contractor.
[4] Bidder specifies the scope of work for the sub-contractor.
[5] Bidder specifies the value of work percentage which the sub-contractor undertakes compared to the bidding price.
[6] Bidder specifies the contracts number or agreement documents, the bidder should submit the original or notarized copy of these documents.

FORM 11B
(Not applicable)

LIST OF SPECIALIZED SUB-CONTRACTORS[1]

Bidder must provide the proof evidence which meets requirements prescribed at Point 2.3 Chapter III, Bid Proposal Evaluation criteria.

STT No	Name of specialized subcontractor[2]	Scope of work[3]	Amount of work[4]	Percentage value estimated[5]	Contract or agreement document with specialized sub-contractor[6]
1					
2					
3					
4					
...					

Legitimate representative of the bidder
[name, position, signature and stamp]

Note:

[1] Applying this form in case of using sub-contractor.
[2] Bidder specifies the specialized sub-contractor's name.
[3] Vietsovpetro specifies names and work description that are implemented by the specialized sub-contractor.
[4] Bidder specifies the scope of work assigned to the specialized sub-contractor.
[5] Bidder specifies the value of work in percentage which the specialized sub-contractor undertakes to perform, compared to the bidding price.
[6] Bidder specifies the contract numbers or agreement documents, the bidder should submit the original or notarized copy of these documents.

Form 11C

LIST OF SUBSIDIARIES AND MEMBER COMPANIES DELIVERING WORK IN THE BID PACKAGE [1]

No.	Name of subsidiary/ member company([2]	Scope of work[3]	Value (% out of bid value)[4]	Notes
1				
2				
...				

Legitimate representative of the bidder
[name, position, signature and stamp]

Notes:

(1) In the case the contractor participating in bidding, being a parent company (for example, the Corporation), mobilizes its subsidiary or member company to deliver part of the work in the bid package, it must be specifically declared in this table. The evaluation of experience and competence of the bidder is based on the value and volume of work delivered by the parent company, subsidiary and member company in the bidding package. In case the bidder participating in bidding is not the parent company, this Form shall not apply.

(2) Specify the name of the subsidiary or member company.

(3) Specify the work delivered by the subsidiary or member company.

(4) Specify how many % the value of work delivered by the subsidiary or member company accounts for in the total bid proposal value.

FORM 12

SUMMARY OF BIDDING PRICE

(Apply for international bidding)

Stt	Content	Bid price
1	Goods manufactured, processed outside Vietnam	(M_1)
2	Goods domestically manufactured, processed or goods manufactured, processed outside Vietnam, but already imported and being offered in Vietnam	(M_2)
3	Related services	(I)
	Total bidding price **(Transfer to Application for Biding form)**	**(M_1) + (M_2) +(I)**

Legal representatives of bidder
(name, position, signature and stamp)

FORM 12A

BIDDING PRICE SCHEDULE OF GOODS MANUFACTURED, PROCESSED OUTSIDE VIETNAM

FOR BLOCK 09-1

1	2	3	4	5	6	7	8	9
Line item	**Description of goods**	**Part number/ model of goods**	**MNF**	**CO**	**Unit**	**Required quantity**	**Unit price**	**Extended Price per line item (Col. 6x7)**
1	.....							
2	.....							
	.....							
*	***Total bidding price of goods including taxes, fees, charges (if any) arisen inside Vietnam and shall be taken into consideration exemption of import tax and VAT for imported goods from using List of exempted goods available for Vietsovpetro in Block 09-1.*** ***(Transfer to the Summary of Bidding Price Form)*** ***Note:*** ***- Request to describe all the works and the Goods following requirements in Scope of supply indicated in Technical requirement (attached).*** ***- Request to breakdown value for each line item and for all items in Scope of supply.***							**M1**

Legal representatives of bidder
(name, position, signature and stamp)

Notes:

Col. (1), (2), (6), (7): In accordance with List of goods stipulated in Attachment 01: Scope of Supply in Part 4 – Appendices;

The bidder offers in Col. (3) (4) (5) (8) (9).

For Vietnamese Bidders: The Bidders are requested to offer price on delivery to **Vietsovpetro warehouse, S.R. Viet Nam**, including taxes, fees, charges (if any) arisen inside Vietnam and shall be taken into consideration exemption of import tax and VAT for imported goods from using List of exempted goods available for Vietsovpetro in Block 09-1.

For Foreign Bidders: The Bidders are requested to offer price on delivery term: CFR Vietsovpetro Port, S.R. Viet Nam, Incoterm 2020. *Bidders must clearly state in the offered price, as followings:*

- *Bidder intends to use inland transportation to delivery the goods from any discharge port in Vietnam to Vietsovpetro port: Yes/No*
- *If Bidder declares its attention to use inland transportation to deliver the goods from discharge port in Vietnam to Vietsovpetro port, Vietsovpetro will calculate and add FCWT into the offered price for comparison and evaluation.*
- *If Bidder declares NOT to use inland transportation to transport the goods to Vietsovpetro port, or makes no statement in this regard, Vietsovpetro will not calculate and add FCWT into the offered price for comparison and evaluation. Bidder shall acknowledge that, if any inland transportation is used during performance of Contract (if awarded to Bidder), Bidder will be subject to FCWT according to the applicable regulations of S.R Vietnam. FCWT incurred will be deducted from payment by Vietsovpetro*

When participating in bidding, all bidders have to take responsibility of researching, calculating and offering sufficient tax, fees, charges (if any) in response to tax rates, expenses, fees at the time 28 days prior to the stipulated deadline for bid submission.

In case the bidder announces the bidding price not including taxes, fees, charges then the Bid Proposal of the bidder will be rejected.

FOR OTHER BLOCKS (09-2/09, 04-3, …)

1	2	3	4	5	6	7	8	9	10	11	12
Line item	**Description of goods**	**Part number/ model of goods**	**MNF**	**CO**	**Unit**	**Required quantity**	**Unit price**	**Extended Price per line item (Col. 7x8)**	**Import tax**	**VAT (10%)**	**Total Price including all taxes**
1	Module No. 1 Design and simulation of cementing operations in wellbores Include Technical support in 12 months *(Perpetual license)*				license	01					
2	Module No. 2 Simulation of BHA dynamics, analysis of vibrations and stuck pipe risks; optimization of BHA design Include Technical support in 12 months *(Perpetual license)*				license	01			…		…
	Total bidding price							…			
	Import tax								…		
	VAT 10%									…	
	Total bidding price including all taxes (Transfer to the Summary of Bidding Price Form)										**M1**

Legal representatives of bidder
(name, position, signature and stamp)

Notes:

Col. (1), (2), (6), (7): In accordance with List of goods stipulated in Attachment 01: Scope of Supply in Part 4 – Appendices;

The bidder offers in Col. (3) (4) (5) (8) (9) (10) (11) (12)

For Vietnamese Bidders: the Bidders are requested to offer price on delivery to **Vietsovpetro warehouse, S.R. Viet Nam**, including taxes, fees, charges (if any) arisen inside Vietnam.

Based on the Article 12.10.(a), (b), (đ), of Decrees No.87/2010/NĐ-CP dated 13th August 2010 and Article 100.11 (a), (b), (e) of Circulars No.128/2013/TT-BTC dated 10th September 2013 of Ministry of Finance on continuous cooperation in geological exploration, oil and gas exploitation at continental shelf of Socialist Republic of Vietnam, *Vietsovpetro is exempted from **import tax** in territory of Socialist Republic of Vietnam when moving in/out material, equipments and goods which have not yet been produced inside Vietnam for Oilfield on **Block 09-2/09**.*

In addition to using the Article 12.10.(a), (b), (đ), of Decrees No.87/2010/NĐ-CP dated 13th August 2010 and Article 100.11 (a), (b), (e) of Circulars No.128/2013/TT-BTC dated 10th September 2013 of Ministry of Finance on continuous cooperation in geological exploration, oil and gas exploitation at continental shelf of Socialist Republic of Vietnam, Bidders are requested to apply all applicable international treaties and trade agreements (including FTAs) in order to maximize import duty exemptions based on the origin of the goods.

Bidders are requested to confirm using quota/international treaties and trade agreements or not. If no import duty exemption applies, bidders are not required to quote import tax separately.

For Foreign Bidders: the Bidders are requested to offer price on delivery term: CFR Vietsovpetro Port, S.R. Viet Nam, Incoterm 2020.

When participating in bidding, all bidders have to take responsibility of researching, calculating and offering sufficient tax, fees, charges (if any) in response to tax rates, expenses, fees at the time 28 days prior to the stipulated deadline for bid submission .
In case the bidder announces the bidding price not including taxes, fees, charges then the Bid Proposal of the bidder will be rejected.

FORM 12B

BIDDING PRICE SCHEDULE OF GOODS DOMESTICALLY MANUFACTURED, PROCESSED OR GOODS MANUFACTURED, PROCESSED OUTSIDE VIETNAM, BUT ALREADY IMPORTED AND BEING OFFERED IN VIETNAM

1	2	3	4	5	6	7	8
Line item	**Description of goods**	**Unit**	**Required quantity**	**MNF, Country of origin, Part number, model of goods**	**Unit price**	**Extended Price per line item (Col. 4x6)**	**Taxes, fees, charges (if any)**
1	Module No. 1 Design and simulation of cementing operations in wellbores Include Technical support in 12 months *(Perpetual license)*	license	01			A1	T1
2	Module No. 2 Simulation of BHA dynamics, analysis of vibrations and stuck pipe risks; optimization of BHA design Include Technical support in 12 months *(Perpetual license)*	license	01			A2	T2
n	*Goods n*					An	Tn
Total bidding price of goods not including taxes, fees, charges (if any)						**A=A1+A2+ ...+An**	
Total value of taxes, fees, charges (if any)							**T=T1+T2+ ...+Tn**
Total bidding price of goods including taxes, fees, charges (if any) (Transfer to the Summary of Bidding Price Form)						**M_2=A+T**	

Legal representatives of bidder
(name, position, signature and stamp)

Notes:

Detailed T1, T2, Tn (type, calculation).

Col. (1), (2), (3), (4): In accordance with List of Goods stipulated in Attachment 01: Scope of Supply in Part 4 – Appendices.

The bidder offers at Col. (5) (6) (7) (8). The bidder offers unit price at col (6), including necessary expenses to supply goods in response to requirements of Vietsovpetro, not including tax, fees, charges (if any) offered at col (8).

Col. (8) includes all tax, fees, charges (if any). When participating in bidding, bidders have to take responsibility of researching, calculating and offering sufficient tax, fees, charges (if any) in response to tax rates, expenses, fees at the time 28 days prior to the stipulated deadline for bid submission. In case the bidder announces the bidding price not including taxes, fees, charges then the Bid Proposal of the bidder will be rejected.

FORM 13

BIDDING PRICE SCHEDULE OF RELATED SERVICES

1	2	3	4	5	6	7	8
No	**Description of Services**	**Required quantity**	**Unit**	**Place where services will be performed**	**Final completio n date**	**Unit price**	**Extended price per Service (Col. 3x7)**
I	**Onshore Technical service**						
	……….						
II	**Offshore technical service**						
	………...						
III	**Training (if any)**						
	………						
IV	**Other services (if any)**						
1							
2							
Total bidding price of related services not including taxes, fees, charges							
Taxes, fees, charges							
Total bidding price of related services including taxes, fees, charges (if any) **(Transfer to the Summary of Bidding Price Form)**							**(I)**

Legal representatives of bidder
(name, position, signature and stamp)

Notes:
Col. (1) (2) (3) (4) (5) and (6): In accordance with Table of Related Services stipulated in Articae 1 Part 2 - The scope of supply’s Requirement.
The bidder offers Col. (7) and (8).

Foreign bidders have to clearly state that whether the offered price includes Foreign Contractor Withholding Tax (FCWT). If the offered price has not included, Vietsovpetro will calculate and add FCWT into the offered price for comparison and evaluation.

FORM 14A

BIDDING PRICE OF GOODS (OPTIONAL SCOPE)
FOR GOODS MANUFACTURED, PROCESSED
OUTSIDE VIETNAM

FOR BLOCK 09-1

1	2	3	4	5	6	7	8	9
Line item	**Description of goods**	**Part number/ model of goods**	**MNF**	**CO**	**Unit**	**Required quantity**	**Unit price**	**Extended Price per line item (Col. 6x7)**
	Priced list of recommended spares for 2 years' operation. *(i.e.: as stated in Technical Requirement)* *Detailed list of spares part and prices shall be provided:*							
1	.....							
2	.....							
*	***Total bidding price of goods including taxes, fees, charges (if any) arisen inside Vietnam and shall be taken into consideration exemption of import tax and VAT for imported goods from using List of exempted goods available for Vietsovpetro in Block 09-1.*** ***(Transfer to the Summary of Bidding Price Form)*** ***Note:*** ***- Request to describe all the works and the Goods following requirements in Scope of supply indicated in Technical requirement (attached).*** ***- Request to breakdown value for each line item and for all items in Scope of supply.***							**M1**

Legitimate representative of the bidder
[name, position, signature and stamp]

Notes:
Refer to Notes in Form 12A

FOR OTHER BLOCKS (09-2/09, 04-3, …)

1	2	3	4	5	6	7	8	9	10	11	12
Line item	**Description of goods**	**Part number / model of goods**	**MNF**	**CO**	**Unit**	**Required quantity**	**Unit price**	**Extended Price per line item (Col. 7x8)**	**Import tax**	**VAT (10%)**	**Total Price including all taxes**
	Priced list of recommended spares for 2 years' operation. *(i.e.: as stated in Technical Requirement)* *Detailed list of spares part and prices shall be provided:*										
1	…								…		…
2	…										
	Total bidding price							…			
	Import tax								…		
	VAT 10%									…	
	Total bidding price including all taxes (Transfer to the Summary of Bidding Price Form)										**M1**

Legal representatives of bidder

(name, position, signature and stamp)

<u>*Note:*</u>
Refers to Notes in Form 12A

FORM 14A

BIDDING PRICE OF GOODS <u>(OPTIONAL SCOPE)</u>
FOR GOODS DOMESTICALLY MANUFACTURED, PROCESSED OR GOODS MANUFACTURED, PROCESSED OUTSIDE VIETNAM, BUT ALREADY IMPORTED AND BEING OFFERED IN VIETNAM

1	2	3	4	5	6	7	8
Line item	**Description of goods**	**Unit**	**Required quantity**	**MNF, Country of origin, Part number, model of goods**	**Unit price**	**Extended Price per line item (Col. 4x6)**	**Taxes, fees, charges (if any)**
1	*Goods 1*					A1	T1
2	*Goods 2*					A2	T2
n	*Goods n*					An	Tn
Total bidding price of goods not including taxes, fees, charges (if any)						**A=A1+A2+ ...+An**	
Total value of taxes, fees, charges (if any)							**T=T1+T2+ ...+Tn**
Total bidding price of goods including taxes, fees, charges (if any) (Transfer to the Summary of Bidding Price Form)						**M_2=A+T**	

Legitimate representative of the bidder
[name, position, signature and stamp]

<u>Note:</u>
Refer to Notes in Form 12B

FORM 15A

DECLARATION OF PREFERENTIAL GOODS [(1)]

No.	Item	**Origin** *[name of country, origin, marks and numbers, model/PN, manufacturer]*	Goods with domestic production cost of 25% or higher		Domestic cost declaration	
			Yes	**No**	**Form 15B**	**Form 15C**
	(I)	(2)	(3)	(4)	(5)	(6)
1	*Goods 1*		□	□	□	□
2	*Goods 2*		□	□	□	□
...	...					
n	*Goods n*		□	□	□	□

Legitimate representative of the bidder
[name, position, signature and stamp]

Notes:

(1), (2): The bidder fills consistently with Form No. 15B or Form No. 15C

(3), (4): The bidder checks the correct box for each goods.

(5), (6): For goods with a domestic production cost of 25% or higher, the contractor either declares the cost of domestic production using Form 15B (declaration of cost of import) or Form 15C (declaration of production cost in Vietnam).

FORM 15B

DECLARATION OF DOMESTIC PRODUCTION COSTS FOR PREFERENTIAL GOODS

(in the case of declaring cost of import)

No.	Item	Offered price in Bid proposal	Taxes	Cost of import	Cost of domestic production	Cost of domestic production (%)
		(I)	(II)	(III)	G* = (I) – (II) – (III)	D(%)=G*/G where đó G = (I) – (II)
	(1)	(2)	(3)	(4)	(5)	(6)
1	*Goods 1*					
2	*Goods 2*					
...	...					
n	*Goods n*					

Legitimate representative of the bidder
[name, position, signature and stamp]

Notes:

(1): The bidder fills in the checked goods in column (3) and (5) of Form No. 15A.

(2): The bidder fills in the unit price offered (including all taxes, fees, charges (if any).

(3), (4): The bidder self-declares.

(5), (6): The bidder fills.

FORM 15C

DECLARATION OF DOMESTIC PRODUCTION COST FOR PREFERENTIAL[1]

(in the case of declaring production costs in Vietnam)

STT No.	Tên hàng hóa Item	Offered price in Bid proposal	Taxes [2]	Cost of domestic production	Cost of domestic production (%)
		(I)	**(II)**	**G***	**D(%)=G*/G where G = (I) – (II)**
	(1)	(2)	(3)	(4)	(5)
1	*Hàng hoá thứ 1*				
2	*Hàng hoá thứ 2*				
...	...				
n	*Hàng hoá thứ n*				

Legitimate representative of the bidder
[name, position, signature and stamp]

Note:

(1): The bidder fills in the checked goods in column (3) and (6) of Form No. 15A.

(2): The bidder fills in the unit price offered (including all taxes, fees, charges (if any)..

(3), (4): The bidder self-declares.

(5): The bidder fills;

FORM 16. Mẫu cung cấp thông tin và cam kết của nhà thầu

CÔNG TY …………	**CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM** Độc lập – Tự do – Hạnh phúc

ĐƠN XÁC NHẬN PHƯƠNG THỨC KÝ ĐIỆN TỬ/CHỮ KÝ SỐ
(Dành cho Nhà thầu đáp ứng đủ điều kiện)

Kính gửi: **Liên doanh Việt – Nga Vietsovpetro**

Bằng công văn này, [Tên công ty] ("Nhà thầu") cung cấp các thông tin sau đây để phục vụ cho việc ký kết các thỏa thuận, hợp đồng và các văn bản khác được thiết lập dưới dạng thông điệp dữ liệu ("Hợp đồng điện tử" hay "Hợp đồng") phù hợp với quy định của pháp luật, đảm bảo hiệu lực pháp lý đầy đủ cho các Hợp đồng điện tử với Liên doanh Việt – Nga Vietsovpetro.

I. THÔNG TIN NHÀ THẦU/ĐỐI TÁC

1. Tên đơn vị: ....
2. Mã số thuế: ....
3. Giấy Chứng nhận đăng ký kinh doanh: ....
4. Địa chỉ trụ sở chính: ....
5. Điện thoại: .... Fax: ....
6. Email giao dịch chính thức: ....

II. THÔNG TIN NGƯỜI ĐẠI DIỆN THEO PHÁP LUẬT

1. Họ và tên: ....
2. Chức danh: ....
3. Giấy tờ pháp lý (CMND/CCCD/Hộ chiếu):
    - Số: .... Ngày cấp: ..../........./.........
    - Nơi cấp: ....
4. Email: .... Số điện thoại: ....

III. THÔNG TIN NGƯỜI TRỰC TIẾP THỰC HIỆN KÝ ĐIỆN TỬ/CHỮ KÝ SỐ

(Chỉ khai nếu khác với người đại diện theo pháp luật)

1. Họ và tên: ....
2. Chức danh: ....
3. Bộ phận/phòng ban: ....
4. Email công việc dùng để nhận thông báo/hợp đồng: ....
5. Số điện thoại: ....
6. Căn cứ ủy quyền:
    - Số, ngày văn bản ủy quyền: ....

Kèm theo văn bản ủy quyền có hiệu lực và phạm vi ủy quyền rõ ràng.

IV. PHƯƠNG THỨC KÝ ĐIỆN TỬ/CHỮ KÝ SỐ ĐƯỢC SỬ DỤNG

1. Đối với chữ ký số (nếu có):

- Loại chữ ký số:
  ☐ Chữ ký số công cộng (USB Token)
  ☐ Chữ ký số từ xa (VNPT SmartCA, Viettel-CA, …)
- Tổ chức cung cấp dịch vụ chứng thực chữ ký số (CA): ....
- Số sê-ri chứng thư số: ....
- Ngày cấp: ..../........../.......... Ngày hết hạn: ..../........../..........

V. CAM KẾT CỦA NHÀ THẦU/ĐỐI TÁC

Chúng tôi, nhà thầu **[Tên Công ty]**, xin cam kết:

1. **Về tính chính xác thông tin**
    - Tất cả thông tin nêu trên là đúng, đầy đủ và hợp pháp tại thời điểm ký Đơn này;
    - Mọi thay đổi sẽ được Nhà thầu thông báo bằng văn bản cho Vietsovpetro trong thời gian …… ngày làm việc kể từ ngày phát sinh thay đổi, và trước thời điểm ký kết Hợp đồng kế tiếp.
    - Trường hợp Nhà thầu không thông báo kịp thời, mọi Hợp đồng điện tử được ký trên cơ sở thông tin mà Nhà thầu đã cung cấp trước đó vẫn có giá trị pháp lý và ràng buộc Nhà thầu.
2. **Về việc sử dụng và quản lý phương thức ký điện tử/chữ ký số**
    - Nhà thầu tự tổ chức việc quản lý, bảo mật tài khoản, thiết bị, khóa bí mật, mã OTP, email và các phương tiện xác thực khác dùng để ký Hợp đồng điện tử;
    - Mọi giao dịch, Hợp đồng điện tử được thực hiện thông qua tài khoản/phương thức ký nêu trên được coi là do Nhà thầu thực hiện, trừ trường hợp trước thời điểm ký kết Hợp đồng Nhà thầu đã thông báo bằng văn bản cho Vietsovpetro về việc tài khoản/phương tiện ký bị mất, lộ, chiếm đoạt và yêu cầu ngừng sử dụng.
3. **Về giá trị pháp lý của việc ký điện tử/chữ ký số**
    - Nhà thầu chấp thuận rằng:
        - Chữ ký số hợp lệ (còn hiệu lực chứng thư số, không bị thu hồi/tạm dừng theo quy định pháp luật) của người đại diện theo pháp luật hoặc người được ủy quyền của Nhà thầu trên Hợp đồng điện tử với Vietsovpetro có giá trị pháp lý như chữ ký tay của người đại diện có thẩm quyền trên hợp đồng giấy;
    - Nhà thầu không phủ nhận giá trị pháp lý của Hợp đồng điện tử chỉ vì:
        - Hợp đồng được thể hiện, ký, gửi hoặc lưu trữ dưới dạng thông điệp dữ liệu;
        - Việc ký được thực hiện trên bất kỳ nền tảng, phần mềm, hệ thống ký số nào, trong đó có hệ thống eOffice của Vietsovpetro;
        - Nhà thầu thay đổi người đại diện theo pháp luật, người đại diện theo ủy quyền, con dấu, hoặc tài khoản/phương tiện ký bị mất, lộ, chiếm đoạt nhưng không thông báo kịp thời.

4. **Về tuân thủ pháp luật**
    - Nhà thầu cam kết tuân thủ và duy trì tuân thủ các điều kiện pháp luật về sử dụng chữ ký điện tử/chữ ký số, dịch vụ chứng thực, giao dịch điện tử trong suốt thời gian giao kết và thực hiện Hợp đồng với Vietsovpetro.

Đơn này được lập dưới dạng **thông điệp dữ liệu/văn bản giấy**, có giá trị kể từ ngày ký và được áp dụng cho tất cả các Hợp đồng điện tử giữa [Tên Nhà thầu] và Vietsovpetro, cho đến khi có văn bản thay thế hoặc hủy bỏ.

…, ngày … tháng … năm …

ĐẠI DIỆN THEO PHÁP LUẬT CỦA NHÀ THẦU

PART 2. TECHNICAL REQUIREMENTS

Chapter V. Technical Requirements

(Refers to attachment in Part 4.Appendices)

PART 3. CONDITIONS OF CONTRACT AND CONTRACT FORMS

FORM **17.** Letter of Proposal Acceptance and Contract Award

FORM **18**. Contract form

FORM 17

LETTER OF PROPOSAL ACCEPTANCE AND CONTRACT AWARD

_____,day ____ month ___ year ____
To: _____ *[name and address of awarded Contractor, hereinafter referred to as "Contractor"]*

Subj: Notification of Proposal Acceptance and Contract Award

Dear Sir/Madam,

In accordance with the Letter of Invitation to Tender (ITB No. ……….) regarding tender process, we would like to notify that you are the tender winner for the items listed hereunder (scope of supply) based on the following basic terms and conditions:

- Scope of Supply: …………..
- Total price: ………….. – DAP Vietsovpetro ITC Office, Vung Tau Ward, Ho Chi Minh City, S.R.Vietnam.
- Delivery time: *…….. days* from the date of Letter of Award / contract signing.
- Payment condition: TT / LC.

As soon as possible but not later than 07 working days from the date signing this Purchase Order, you should open the Performance Bond which is issued by banks / branches legally operated in Vietnam with amount 03% (three percents) of Purchase Order and send to Vietsovpetro. The validity of the Guarantee is equal to the delivery time plus 60 calendar days.

Please acknowledge the receipt of this letter and send us your acceptance / comments as soon as possible but not later than 02 working days from the date of this letter.
Looking forwards to receiving your favorable reply.

LEGAL REPRESENTATIVE OF THE EMPLOYER
[Full name, title, signature and stamp]

FORM 18

Contract form

(FOR INTERNATIONAL CONTRACTOR)

To:

Fax:

Attn.:

Subj.: PURCHASE ORDER No...........

for Supply of Well design software, Block 09-2/09 (94-VT-2446/26-CNTT-LBM)

Total number of pages inclusive of this one: …

Dear Sirs,

Thank you for your offer No. … dated …. 2026 for supply of............. under the Bid package № ...., we are pleased to confirm this Purchase Order on the terms and conditions as follows:

This transaction is made between:

VIETSOVPETRO – PSC BLOCK 09-2/09

105 Le Loi Street, Vung Tau Ward, Ho Chi Minh City, S.R. Vietnam

Hereinafter referred to as the Buyer.

AND

....

Hereinafter referred to as the Seller.

ARTICLE 1: DEFINITIONS

"Affiliate" – shall mean any company that holds or controls directly or indirectly fifty percent (50%) or more of the shares carrying the right to vote at a general meeting, or its equivalent, of the party in question or that is so directly or indirectly controlled by the party in question or by a company that also so directly or indirectly controls the party in question.

"Claim(s)" – shall mean any and all claims, demands, liens, encumbrances, causes of action of any kind, judgments, losses, liabilities, costs, expenses, proceedings, obligations, penalties, interest and awards of damage or liability including, without limitation, reasonable legal counsel fees and legal costs, expenses and sums paid by way of settlement and compromise whether created by law, Purchase Order, tort, voluntary settlement or otherwise, arising out of, related to, or in any way connected with this Purchase Order.

"Consequential Loss" – shall mean indirect, incidental or consequential losses or damages, including but not limited to any of the following howsoever caused or arising, whether under common law, equity or Purchase Order, by virtue of any fiduciary duty, in tort (including negligence of any degree) as a consequence of breach of any duty (statutory or otherwise), or under any other legal doctrine or principle whatsoever, irrespective of whether recoverable in law or equity, whether or not deemed by applicable law to be indirect, incidental or consequential and whether or not foreseeable at the date of commencement of this Purchase Order and/or the applicable Scope of Supply/Services:

(i) loss or damage arising out of delay of, postponement of, interruption to or loss of production, any inability to produce, deliver or process hydrocarbons, or any loss of or anticipated loss of use, data, profit or revenue;

(ii) loss or damage incurred under, or liquidated or pre-estimated damages or penalties of any kind whatsoever borne or payable under, any Purchase Order for the sale, exchange, transportation, processing, storage or other disposal of hydrocarbons;

(iii) losses associated with business interruption including the cost of overhead incurred during business interruption, and;

(iv) loss of bargain, Purchase Order, expectation or opportunity;

provided, however, that damages arising out of willful or intentional breach of the confidentiality provisions of Article 17.6 and third party damages awarded as a result of infringement under the terms of Article 16 shall not be deemed to be Consequential Losses and are specifically excluded from the foregoing definition of Consequential Loss.

“Intellectual Property Rights” – shall mean patent rights, copyrights, trademarks, trade secrets, Knowhow or other intellectual property, all applications filed in respect of the same and all rights related thereto. “Knowhow” shall mean all patentable and non-patentable inventions, discoveries, designs, improvements, processes, industrial information and techniques (including, without prejudice to the generality of the foregoing, drawings, formulae, test reports, operating and testing procedures, shop practices, instruction manuals, tables of operating conditions, and administration procedures, marketing methods and procedures and computer programs).

“Proprietary Information” – shall mean information (including all oral and visual information, and all information recorded in writing or electronically, or in any other medium or by any other method) (i) relating to Buyer’s operations, facilities, processes, plans, intentions, product information, Knowhow, designs, trade secrets, software, market opportunities or business affairs relating to the Supply / Services, (ii) ascertainable by the inspection and/or analysis of Buyer’s samples, or (iii) relating to wells or reservoirs (including without limitation geological data, geophysical data, logging data, depth, formation penetration, coring, testing and survey results), which is disclosed to Seller by Buyer, obtained by Seller from Buyer or a third party acting on Buyer’s behalf. “Proprietary Information” shall also include information other than Seller’s data generated by Seller in respect of Buyer’s wells, reservoirs facilities or operations (including without limitation geological data, geophysical data, logging data, depth, formation penetration, coring, testing and survey results and information on wellbore, production, reservoir, geology and formations encountered in the well) or in respect of analysis of Buyer’s samples.

“Software” means the actual copy of all or any portion of the software identified in Seller’s proposal to Buyer including where applicable, application software, systems software, External Software, Embedded Software, microcode and firmware, and, where included, documentation related thereto.

“Embedded Software” means third party software included or embedded as part of the Software licensed under this Purchase Order.

"External Software" means stand-alone, off-the-shelf, third party software listed in Seller’s proposal and licensed to Buyer under the terms and conditions of the Purchase Order.

"Software License" means the software license or right to use granted by Seller under this Purchase Order.

“Geographic Unit” means the area of S.R Vietnam.

ARTICLE 2: OBJECTIVE OF THE PURCHASE

2.1 The Seller has undertaken to supply of **Well design software, Block 09-2/09** on CD-ROM/USB, all software manuals (in English or Vietnamese) and license key, hereinafter referred to as the "Goods" or the "Software" as the case may be with the quantity, technical specification, scope of supply and prices as described in the Appendix No. 1 which is considered an integral part of this Purchase Order.

2.2 The supplied Software shall be brand new and manufactured in **2026** or later. The manufacturers and country of origin of the supplied Goods are indicated in Appendix No. 1 hereof.

2.3 The Software delivered to the Buyer shall be of the latest commercial version available.

2.4 The Seller shall provide the Buyer with replacement backup CD in case of damage or loss during transportation.

ARTICLE 3: PRICE

3.1 The total value of this Purchase Order is **USD ……** (in words: …… United State Dollars only)

(Refer to Appendix No. 1)

3.2 The above mentioned total value of the Purchase Order is understood as follows: the price for the Goods on terms of **DAP Vietsovpetro's Office Le Loi Str., Vung Tau Ward, Ho Chi Minh City, S.R.Vietnam**, not subject to any alteration and including the value of the software, packing, obtaining required certificates, user manuals, freight to destination point, insurance and the preserve of the Goods from damage and corrosion for and during the transportation period, and services in accordance with terms and conditions of this Purchase Order as well as all taxes and duties levied in connection with the execution of this Purchase Order outside the Buyer's country; and the costs for installation of the supplied Goods on the basis of turnkey conditions consisting of installation, commissioning, training and guarantee of the supplied Goods and services under this Purchase Order;

3.3 The meaning of **DAP (Delivered at Place)** shall be according to Incoterms, Edition DV0, except otherwise stated in this Purchase Order.

ARTICLE 4: DELIVERY OF GOODS

4.1 Delivery date: 02 weeks after Seller's reconfirmation to the Purchase Order.

Total 01 shipment.

4.2 Place of delivery of Goods: …..Vietsovpetro's Information Technology and Communication center (ITC) Office in Vung Tau Ward, Ho Chi Minh City, S.R.Vietnam.

Shipment to be postal courier by Seller from a designated office of Buyer to Vietsovpetro's ITC Office in Vung Tau Ward, Ho Chi Minh City, S.R.Vietnam.
Earlier shipment is allowed
Partial shipment is prohibited.

The Seller shall be responsible for any extra transport, warehouse expenses and other charges incurred in connection with sending of Goods to the wrong destination point.

4.3 The Delivery Date is understood as the date of the arrival of the shipment at Vietsovpetro's ITC Office in Vung Tau Ward, Ho Chi Minh City, S.R.Vietnam.

ARTICLE 5: NOTICE OF SHIPMENT AND DOCUMENTATION:

5.1 The Seller shall notify the Buyer by fax/cable/ telex as soon as possible, but not later than 05 working days before the estimated arrival date of the shipment the following information regarding the shipment:

Purchase Order number

Name of Goods, quantity and value

Any other special instructions which should call to the Buyer's attention.

The Seller shall be responsible for any losses, expenses which may be incurred due to incorrect information from the Seller to the Buyer.

5.2 Immediately but not later than 02 working days before the estimated arrival date of the shipment the Seller shall send by DHL or by hand at the Seller's expenses to Vietsovpetro's Office in Vung Tau Ward, Ho Chi Minh City, S.R.Vietnam the following shipment documents:

1. *All documents for installing the Software and utilizing the License:* 01 originals and 02 copies.
2. *Signed Commercial Invoice* issued by the Seller for the respective purchase order value, indicating DAP Vietsovpetro's Office, 105 Le Loi Street, Vung Tau Ward, Ho Chi Minh City, S. R. Vietnam, with itemized and total prices: 02 originals and 02 copies.
3. *Configuration documents for specific cases at Vietsovpetro (if any):* 01 originals and 02 copies.
4. *Certificates of Guarantee* issued by the Seller undertaking that specification of Software confirm to Buyer's technical requirements and for normal operation covering 12 months from the date of Protocol on Installation and Testing: 01 originals and 02 copies.
5. *User manuals of the Software*: 01 originals and 02 copies

All the copies of the documents shall be legible; otherwise the photocopy of the original shall be furnished.

Any dispute on invoices must be raised to Contractor by official letter within fifteen (15) days after receipt of the invoice by the Company. Any dispute must be resolved on a timely basis.

5.3 Any storage demurrage or other charges due to non-receipt of shipping advice and/or shipping documents in time by the Buyer shall be on the Seller's account.

ARTICLE 6: PACKING

6.1 Goods supplied under this Purchase Order shall be packed in accordance with international standard for export packing to ensure safety of Goods from damages and corrosion during transportation and suitable for crane operations and handling.

6.2 Before packing, all metal parts of Goods must be preserved with proper grease and wrapped in waterproof strong paper to ensure protection from any damage and corrosion during their transportation and storage in Buyer's country within the guarantee period.

6.3 The Seller shall provide for each package a detailed packing list in English indicating the Purchase Order number, description of items, gross and net weight. One copy of the packing list in a waterproof envelope shall be put into each case with the Goods, the other copy should be fastened to the outer side of the wooden case and shall be covered with a metal plate nailed to the case. For steel cases, both copies of the packing list should be put into the cases.

6.4 The Seller shall be fully responsible for loss, damage of breakage of the Goods and/or rusting/corrosion resulting from defective or inadequate packing.

ARTICLE 7: MARKING

7.1 Marking shall be done in three sides of each case containing Goods, on the two opposite sides and on the top and contain the following information in the English language:

SHIPPED: (SELLER'S NAME)
CONSIGNEE: VIETSOVPETRO
105 LE LOI STREET, VUNG TAU WARD, HO CHI MINH CITY, S.R.VIETNAM
PURCHASE ORDER NUMBER No.
CASE No. /

DIMENSIONS: Length x Width x Height in cm
GROSS WEIGHT (KGS)
NET WEIGHT (KGS)
AIRPORT/PORT OF DESTINATION

7.2 The marking must be clearly done by indelible paint and not less than 5 (five) cm high, unless restricted by the size of the case. Where necessary, the Seller shall conspicuously mark on the side of the case appropriate international marks according to the different characteristic, the special marking “Top”, “Bottom”, “Handle with care”, handling places for reloading.

7.3 For the oversized cases (more than 10M long), as well as for the case weighing 500 kgs and more, or if the height of the case exceeds one meter, the center of gravity shall be clearly shown with bright indelible paint with sign (+) on the end and side faces of the cases.

7.4 The case number shall be indicated by a fraction, the numerator shows the ordinal number of the cases, and the denominator indicates the overall quantity of the cases into which completely delivered Goods are packed.

7.5 The Seller shall be responsible for any kind of losses and/or damages of the Goods during loading and unloading as well as for its transportation as a consequence of improper or insufficient marking, as well as for any extra transportation and warehouse expenses, losses connected with misaddressed delivery of the Goods due to incomplete marking.

ARTICLE 8: AGREED AND LIQUIDATED DAMAGES

8.1 Should the Seller fail to deliver the Goods by the date specified in the Article 3 (Delivery) and /or to eliminate the defects/delivery new one specified in Article 9 of this Purchase Order, the Seller shall pay to the Buyer the agreed and liquidated damages as follows :

Delay in the first four weeks: 1.00% of shipment value per week.

Delay in each following week: 1.50% of shipment value per week.

The total amount of agreed and liquidated damages for delay in delivery shall not exceed 08% of shipment value.

8.2 When calculating the amount of the agreed and liquidated damages: One week is to be defined as 07 days with 04 days or more than 04 days to be considered as one week, 03 days and less will not be counted.

8.3 Within 07 working days from the date of the Seller’s receipt this Purchase Order, the Seller is to reconfirm its acceptance of the Purchase Order to the Buyer. Should the Seller fail to accept the Purchase Order in time as stipulated, the Buyer shall have the right to cancel the Purchase Order at any time and withdraw the Bid Bond without recourse to the law court or to arbitration.

8.4 The Seller undertakes to pay the Buyer the agreed and liquidated damages at the rate of 08% of the Purchase Order value and the Buyer shall have the right to withdraw the Performance Bond or deduct from the payment of the other Purchase Orders or otherwise without recourse to the law court or to arbitration in following cases :

- Should the Seller fail to perform this Purchase Order after Seller’s reconfirmation.
- If delay in delivery of the Goods exceeds two months against the stipulated date as stated in Article 3 of this Purchase Order, except the Force majeure circumstances, the Buyer shall have the right to cancel the Purchase Order at any time.
- Should the Export license not be obtained by the commencement of the delivery, or be canceled by the appropriate authorities of the Seller’s country before the completion of the Purchase Order, or in case its validity expires, the Buyer has the right to cancel the Purchase Order at any time.
- Should the supplied Goods do not conform to the Purchase Order, the Buyer shall be entitled to refuse those Goods and payment.

8.5 Should not advise delay in shipping advice or delay in documents delivery and non-legible shipping documents stipulated as per Articles 4 of this Purchase Order, the Seller shall pay the agreed and liquidated damages and all other charges in connection with Seller's negligent.

8.6 The rate of the agreed and liquidated damages is not subject to any alteration by arbitration. The amount of the agreed and liquidated damages is to be deducted by the Buyer from the Seller's invoices while effecting the payment. Should the Buyer fail to deduct the sum of money of the agreed and liquidated damages from Seller's invoices, the Seller has to pay in immediately, but not later than 30 days from the Buyer's first request.

ARTICLE 9: PAYMENT CONDITIONS

9.1 Payment under this Purchase Order shall be made by Telegraphic Transfer (T/T) by the Buyer in the following to the Seller:

One hundred percent (**100%**) of value of Purchase Order (**USD _____** - *in words: United State Dollars _________ only)* shall be paid within **thirty (30) working days** from the date of receipt invoice issue by Seller attach with the following documents:

- Protocol on Installation and Testing Completion (as per appendix 3) signed by the Seller and the Buyer.
- A full sets of documents above mentioned in Articles 5.2 (from 1 to 5) and User's License Certificates for every software program module issued by the original manufacturer/owner and granted to Vietsovpetro as a legal user/licensee
- Handover Protocol signed by the Seller and the Buyer.
- Protocol of Guarantee of Completion the Maintenance for the ____ months issued by the Seller in 03 original.
- Certificate for training - 01 original
- Final Acceptance Protocol signed by the Seller and the Buyer as per Appendix No.3 to this Purchase Order in three originals.

9.2 Transfer fee shall be on the Buyer's account.

9.3 Any Bank charges arise inside Vietnam shall be borne by Buyer and bank charge arise outside Vietnam shall be borne by Seller.

9.4 If Buyer disputes an item billed, Buyer shall, within fifteen (15) days from receiving Seller's invoice, notify Seller of the item in dispute, specifying Buyer's reason to dispute. Buyer shall withhold payment of items in dispute without interest until the dispute is resolved, but shall pay undisputed amounts without delay. Buyer may not set off or withhold payments due on one invoice against fees payable from another invoice.

9.5 During the term of this P/O and for a period ending five (05) years after the completion date of the P/O, Buyer or its duty authorized representative shall have the right to audit at all reasonable times all of the Seller's record (including data stored on computers), books, personnel records, accounts, correspondence, memoranda, receipts, vouchers and other papers of every kind relation to:

(a) All invoiced charges made by Seller on Buyer, and

(b) Any provision of this P/O under which Seller has obligated the performance of which is capable of being verified by audit

Company's right to audit under this Article shall not extend to any of Contractor's trade secrets, fomulas, or processes, or nay components of Contractor's fixed sum, rates or mark-ups, nor shall it extend beyond the two-year period.

9.6 Contractors have responsibility for declaring and paying personal income tax for employees worked in Vietnam under company' s assignment. Within 7 days from the date the employees begin working in Vietnam, the contractor have to submit to the Tax Department of Ba Ria Vung Tau the information below: Lists employees, nationality, passports, working time, work undertaken, income. At the same time contractor sends 01 copies of those documents above to Vietsovpetro.

9.7 Any payment to Contractor must be done in USD by wire transfer to the following bank account:

ARTICLE 10: WARRANTY AND MAINTENANCE

10.1 Subject to Article 10.2 and Article 10.3, if the Buyer follows the instructions and operates the Software on computer systems that comply with the Seller's published technical specifications, the Seller warrants the Software will perform as described in the Seller documentation that the Buyer receive in or with the Software. The Seller does not provide any warranty for Software that has not been properly licensed.

10.2 Seller further warrants that the Software and the medium on which it is stored at delivery are free of any harmful viruses.

10.3 The Seller undertakes to maintain to the proper functions and operation ("Maintenance") of the Software program module supplied under this Purchase Order for a period of **12 months** from the installation and testing date. The undertakings are limited to the Seller's standard maintenance support terms and conditions:

10.3.1 Buyer's right to receive Maintenance for the Software licensed to Buyer is subject to Buyer's payment of the annual maintenance fees and Buyer's compliance with the terms of this Purchase Order.

10.3.2 Maintenance includes the following for the current version of the Software.

(a) Buyer's access to telephone support and access to Seller's Software support portal, and customer support staff for reporting Software malfunctions and assistance in the use of the Software. Telephone support is limited to providing assistance with technical difficulties in using the Software only.

(b) the Seller shall make available free of charge to the Buyer updated commercial version (including bug fixes and patches) or enhancements to current versions of the licensed Software, as they become available ;

(c) Seller's provision of updates and enhancements to existing Software documentation, as they become available; and

(d) Seller's reasonable efforts to correct defects in the Software program codes and procedural documents supplied with the Software where such errors are brought to Seller's attention during the Maintenance Term and where Seller, in its sole discretion, recognizes them as having a detrimental effect on the performance of the Software.

10.3.3 All modifications made to the Software as part of Maintenance will be in computer readable form which will be sent to Buyer via mail, courier or e-mail at the discretion of Seller. Software updates and upgrades may also be made available to Buyer through Seller's support portal, provided, however, that updates and upgrades will only be sent to Buyer's authorized representatives. Buyer will be responsible for loading such media according to Seller's instructions.

10.5 The Seller guarantees that in case of physical damage or upgrade of licensed server the Seller will supply **license keys** for purchased software in thirty (30) days from the date of the Buyer's request so long as the Buyer has paid to the Seller its then current annual maintenance fee for the Software.

10.6 The Seller shall replace any CD-ROM on which the software is supplied which is defective in material or workmanship under normal use so long as the Buyer has paid to the Seller its then current annual maintenance fee for the software.

ARTICLE 11: INSTALLATION AND TEST

11.1 As soon as possible but not later than 01 (one) week from the date of Buyer's notice of the readiness for installing and testing Software, the Seller shall delegate highly skilled specialist to Buyer's office in Vung Tau Ward, Ho Chi Minh City of Vietnam for performing installation and test of Software.

11.2 All expenses related to installation and test of the Seller’s specialist at the Buyer’s office will be at the Seller's account.

11.3 After successful completion of installation and test, representatives of the parties will sign the Protocol of completion on installation and testing. The date of signing this Protocol shall be considered as the date of successful completion of installation and test. This Protocol shall be considered as the legal document for the Buyer to effect the payment as stated in Article 8.1.1 of this Contract.

ARTICLE 12: TRAINING

12.1 The Seller shall organize a user's **Training as Technical Requirements.**

12.2 Within **fifteen (15)** working days from the date of Installation and Testing Protocol signed by Vietsovpetro, Seller will send an Invitation letter to Buyer about training on job as per Article 12.1.

12.3 The Seller shall provide the Buyer’s trainees with training material and relevant document to the applications of the software in one set to each trainee.

12.4 After successful completion of the training, representatives of the parties will sign the **Protocol on Completion of Training course** as per Appendix No.3 hereof.

ARTICLE 13: GOVERNING LAW AND JURISDICTION

13.1 This Purchase Order shall be governed by and construed in accordance with the Law of S. R. Vietnam.

13.2 Any disputes or discrepancies which may arise out of this Purchase Order shall be settled smoothly, amicably, based on mutual understanding.

13.3 All disputes arising out of or in relation to this Purchase Order shall be finally settled by the Vietnam International Arbitration Center at the Vietnam Chamber of Commerce and Industry in accordance with its Rules of Arbitration. The number of Arbitrators shall be one. The place of the arbitration shall be Hanoi. The applicable law shall be the law of Vietnam. The language of the arbitration shall be English.

13.4 Decision / award of arbitration shall be final and binding upon both PARTIES.

13.5 All expenses in connection with arbitration to be borne by losing PARTY.

ARTICLE 14: FORCE-MAJEURE.

14.1 Should any circumstance arise out preventing either party from wholly or partially carrying out his obligations under this Purchase Order, including but not limited to: fire, acts of God, war, military actions of any nature, epidemics (Epidemic, Pandemic) announced by WHO / Country, Area / National blockade imposed by the host Government, the time stipulated for the performance of the obligations of the Purchase Order should be extended for and as long as the period of consequence of force majeure lasts.

14.2 In the event that these Force Majeure circumstances continue for more than two months, either party shall have the right to refuse to continue the performance of his obligations without the right for indemnification of any losses from the other party, provided that Company shall be obliged to pay for all Software as at the date of termination".

14.3 The party unable to carry out his obligations under this Purchase Order shall immediately advise to the other party. Delay in information beyond ten (10) days of the beginning and the cessation of the force majeure circumstances deprives the Contractor/ the Company of the right due to him to refer to the force-majeure circumstance in future.

14.4 The certificate issued by the Chamber of Commerce/ the appropriate authorities of the Contractor's/ the Company's country or the country of the happened force majeure circumstances shall be sufficient proof of the operation and duration of such circumstances.

14.5 Contractor shall have no obligation to supply any hardware, software, services or technology unless and until it has received any necessary licenses or authorizations or has qualified for general licenses or license exceptions under applicable import, export control and sanctions laws, regulations, orders and requirements, as they may be amended from time to time (including without limitation those of the United States, the European Union and the jurisdiction in which Contractor is established or from which the items are supplied). If for any reason any such licenses, authorizations or approvals are denied or revoked, or if there is a change in any such applicable laws, regulations, orders or requirements that would prohibit Contractor from fulfilling the Purchase Order, or would in the reasonable judgment of Contractor otherwise expose Contractor and/or Contractor's Affiliate(s) to a risk of liability under applicable laws, regulations, orders or requirements, Contractor shall be relieved without liability of all obligations under the Purchase Order.

14.6 Force Majeure cannot be used to excuse or delay any payment obligations.

ARTICLE 15: PERFORMANCE BOND

15.1 As soon as possible but not later than 15 days from the date of the Seller's reconfirmation of this Purchase Order, the Seller shall inform the Buyer by fax/telex of the issuance of the Performance Bond, covering 03% of Purchase order, issued by Vietcombank, Vungtau Branch or the First Class International Bank, acceptable to the Buyer, informing the number, date of issue and full content. In case the Performance Bond issued by the First Class International Bank, the Seller shall ensure that the issuing Bank will send to the Buyer the original Performance Bond through Vietcombank Vung Tau Branch.

The content of the Performance Bond shall be in conformity with the Appendix 2 of this Contract. All costs relating to the Performance Bond shall be at Seller's account.

15.2 Should the Buyer not receive the valid, satisfactory Performance Bond within 30 days from the Purchase Order signing date, the Buyer has the right to cancel the Purchase Order any time and withdraw the Bid Bond without recourse to the law court or to arbitration.

15.3 Should the validity of the Performance Bond be required to be extended (due to delay or extension of Delivery Date of Goods) Seller shall immediately instruct the Issuing Bank to make amendment to the Performance Bond. Such amendment shall be advised by the Issuing Bank to Buyer through Vietcombank Vung Tau Branch.

15.4 Should the Buyer make use of Performance Bond, it will immediately send to the Seller copy of declaration to the bank.

ARTICLE 16: INTELLECTUAL PROPERTY INFRINGEMENT

16.1 The Seller guarantees that the Seller Seller's holding company owns the Software, and that the Seller has no knowledge that any part of the Software infringes on any intellectual property rights held by any other person or entity. The Seller shall defend at the Seller's own expense any action brought against the Buyer in which it is reasonably asserted that the Software infringes intellectual property right of any country. The Buyer shall immediately notify the Seller of any such action brought or threatened against the Buyer and the Seller shall have the right to, (a) procure the right for the Buyer to continue using the Software or (b) replace or modify the Software so that it becomes non-infringing but has substantially equivalent capabilities as the infringing system. Without cost to the Buyer and upon the Seller's request, the Buyer shall co-operate fully with the Seller in the defense and settlement of any such action. However, the Seller shall not be responsible or liable for any claim of infringement which relates to any version of the Software other than the Seller's version most recently released to the Seller's licensees at the time of the alleged infringement or if that claim is based on a combination of the Software with other software programs or if that claim is based on information, equipment or processes supplied by the Buyer.

16.2 The Seller shall own the intellectual property rights for all inventions, discoveries, trade secrets and improvements (whether patentable or not) independently developed by it in the course of the Work under the contract or arising out of or related to the work to be performed by the Seller under the contract.

ARTICLE 17: ARBITRATION

17.1 This Purchase order is governed by Vietnamese laws.

17.2 Any disputes or discrepancies which may arise out of this Purchase Order shall be settled smoothly, amicably, basing on mutual benefit and mutual understanding.

17.3 Any disputes or discrepancies in connection with this Purchase Order, which can not be settled amicably, shall be referred for final decision and settlement to the Vietnam International Arbitration Centre at the Chamber of Commerce and Industry of Vietnam, Hanoi, S.R.Vietnam under the Rules of this Centre.

17.4 The number of arbitrators shall be one.

17.5 Decision of the arbitration shall be final and binding upon both parties.

ARTICLE 18: OTHER CONDITIONS:

18.1 Any amendments or supplements of this Purchase Order shall be valid only if they are made in writing and confirmed by both parties.

18.2 Neither party shall be entitled to transfer its rights and obligations under this Purchase Order to any third party without the prior consent of the other party.

18.3 Total value of this Purchase Order includes all related taxes, fees and charges.

18.4 This Purchase Order shall come into force from the date of Seller's reconfirmation, which should be received by the Buyer within 07 days of this Purchase Order date and the Purchase order will be terminated upon fulfillment by both parties all their obligations as stipulated in this Purchase Order.

18.5 This Purchase Order is made in English and consists of ______ pages, including 4 Appendixes which are considered as integral parts of this Purchase Order.

18.6 This Purchase Order is made in 04 originals of the same value, one of which retained by the Seller and three are retained by the Buyer.

18.7 Components of Purchase Order and legal order of precedence are as follows:

(1) Purchase Order (together with the Scope of Supply, Price schedule and other Appendices);

(2) Letter of Proposal Acceptance and Contract Award;

(3) Record of negotiation and finalization of the Contract;

(4) Decision on approving bidding results;

(5) Bid Proposal and Clarifications (if any);

(6) Invitation for Bid and Bulletins (if any);

(7) Other attached documents (if any).

We confirm that all of above mentioned terms and conditions of this Order are considered as terms and conditions of a Contract signed by and between two our companies.

This is an operative instrument, no mail/airmail will be followed.

Best Regards,

For Vietsovpetro

Appendix No. 1 to the Purchase order No……….

A. GOODS

1	2	3	4	5	6	7
Line item	**Description of goods**	**Unit**	**Required quantity**	**Country of origin , Part number, model of goods**	**Unit price**	**Extended Price per line item (Col. 4x6)**
I	Software, including:					
1	Module No. 1 Design and simulation of cementing operations in wellbores Include Technical support in 12 months (*Perpetual license)*	license	01			
2	Module No. 2 Simulation of BHA dynamics, analysis of vibrations and stuck pipe risks; optimization of BHA design Include Technical support in 12 months (*Perpetual license)*	license	01			
…..						
II	Taxes, fees, charges (if any) arisen inside Vietnam for Software					
Total bidding price of goods including taxes, fees, charges (if any) arisen inside Vietnam. ***(Transfer to the Summary of Bidding Price Form)***						

B. SERVICES

1	2	3	4	5	6
№	**Description of Services**	**Unit**	**Q'ty**	**Unit price**	**Extended price per Service**
I	**Services, including:**				
1	Upgrading/maintenance service				
2	…..				
	Other cost (if any)				
Total bidding price of related services including taxes, fees, charges (if any) **(Transfer to the Summary of Bidding Price Form)**					

LEGAL REPRESENTATIVE OF CONTRACTOR
[Full name, title, signature and stamp]

LEGAL REPRESENTATIVE OF EMPLOYER
[Full name, title, signature and stamp]

Appendix No. 2 to the Purchase order No.
FORM OF PERFORMANCE BOND

…., ngày…tháng…năm…
<Insert Place and date>

THƯ BẢO LÃNH THỰC HIỆN HỢP ĐỒNG
PERFORMANCE GUARANTEE

Kính gửi: ……
To: ……

Liên quan tới Hợp đồng _______ về việc ______ (sau đây được gọi là "Hợp đồng") được ký giữa __________ (sau đây gọi là "BÊN ĐƯỢC BẢO LÃNH") và _______(sau đây gọi là "BÊN THỤ HƯỞNG"), chúng tôi, ________có trụ sở chính tại ____ (sau đây gọi là "BÊN BẢO LÃNH") phát hành Thư bảo lãnh không hủy ngang và vô điều kiện cho bên thụ hưởng với số tiền là ________ (Bằng chữ: ________) (sau đây gọi là "THƯ BẢO LÃNH").

With reference to Contract No. _________ entitled __________(hereinafter referred to as "the Contract") entered into on the __________ by and between _________, having address at __________ (hereinafter referred to as "APPLICANT") and ______________, we, _________, having registered office at _____ (hereinafter referred to as "GUARANTOR") hereby open in the favor of _______((Hereinafter referred to as the "*BENEFICIARY") an unconditional and irrevocable bank guarantee for the amount of _____ (In words: ______) (hereinafter referred to as "GUARANTEE")*

THƯ BẢO LÃNH này có hiệu lực kể từ ngày phát hành và sẽ duy trì hiệu lực cho đến _______sau đây gọi là "Ngày hết hiệu lực". Đối với bất cứ sự gia hạn, đổi mới hoặc chuyển nhượng Hợp đồng vượt quá thời gian được quy định trong THƯ BẢO LÃNH này, BÊN THỤ HƯỞNG sẽ không cần phải thông báo hoặc được sự đồng thuận của BÊN BẢO LÃNH. THƯ BẢO LÃNH này sẽ được gia hạn dựa trên yêu cầu bằng văn bản từ BÊN ĐƯỢC BẢO LÃNH để đảm bảo cho thời gian gia hạn, đổi mới hoặc chuyển nhượng của Hợp đồng.

*This GUARANTEE is effective from the issuance date and shall remain valid, binding and in force until _______ , hereinafter referred to as "the **Expiry Date**". For any extensions, renewals, or assignments of the Contract beyond the time stated in this GUARANTEE, BENEFICIARY shall not be required to give notice to nor obtain the consent of GUARANTOR. This GUARANTEE would be extended upon written request of APPLICANT to cover the extension, renewal or assignment periods.*

BÊN BẢO LÃNH cam kết không hủy ngang và vô điều kiện thanh toán ngay cho BÊN THỤ HƯỞNG một khoản tiền hay những khoản tiền, theo chỉ thị của BÊN THỤ HƯỞNG, tổng không vượt quá số tiền bảo lãnh nêu trên trong vòng 05 ngày làm việc kể từ ngày nhận được văn bản yêu cầu của BÊN THỤ HƯỞNG ghi rõ BÊN ĐƯỢC BẢO LÃNH đã vi phạm nghĩa vụ theo Hợp đồng.

Sau Ngày hết hiệu lực, THƯ BẢO LÃNH này sẽ tự động không còn giá trị cho dù bản gốc THƯ BẢO LÃNH và các Thư sửa đổi liên quan (nếu có) có được gửi trả lại BÊN BẢO LÃNH hay không.

GUARANTOR hereby unconditionally and irrevocably guarantees to promptly pay BENEFICIARY an amount or amounts, specified by BENEFICIARY, up to the amount stated above, within 05 working days upon our receipt of BENEFICIARY's written demand stating that APPLICANT has failed to fulfill its performance obligation(s) under the Contract.

After the Expiry date, this GUARANTEE shall automatically become null and void, whatsoever and irrespective of whether this GUARANTEE is returned to GUARANTOR or not.

Số tiền bảo lãnh nêu trên sẽ được thanh toán ngay bởi BÊN BẢO LÃNH cho BÊN THỤ HƯỞNG cho dù có sự tranh cãi hoặc phản đối nào của BÊN ĐƯỢC BẢO LÃNH hoặc của BÊN BẢO LÃNH hoặc của bất kì bên thứ ba nào khác, và bất kể có hay không sự tranh chấp giữa BÊN ĐƯỢC BẢO LÃNH và BÊN THỤ HƯỞNG về hoặc liên quan tới Hợp đồng hoặc về bất cứ vấn đề khác và cho dù những tranh chấp này, nếu có, đã được giải quyết, dàn xếp, kiện tụng hoặc phân xử bằng bất kỳ hình thức nào.

The said guarantee amount shall be paid by GUARANTOR forthwith to BENEFICIARY notwithstanding any contestation or protest by APPLICANT or by GUARANTOR or by any third party, and irrespective of whether or not there is any dispute between APPLICANT and BENEFICIARY in respect of or relating to the Contract or in respect of any other matter and irrespective of whether or not such said dispute, if any, has been settled, resolved, litigated, or adjudicated upon otherwise howsoever.

BÊN BẢO LÃNH hoặc BÊN ĐƯỢC BẢO LÃNH sẽ không được giải trừ bất cứ nghĩa vụ nào theo THƯ BẢO LÃNH này cho dù có bất cứ sự sửa đổi, thay đổi, thanh toán sai lệch, gia hạn nào liên quan tới Hợp đồng hay bất kỳ sự trì hoãn ân hạn nào của BÊN THỤ HƯỞNG trong hoặc liên quan đến bất cứ vấn đề gì của Hợp đồng.

Neither alteration, variation, incorrect payment, extension in terms of the Contract nor any forbearance of forgiveness in or in respect of any matter or thing concerning the Contract on the part of BENEFICIARY shall in any way release GUARANTOR or APPLICANT or from any liabilities under this GUARANTEE.

Việc đòi tiền nhiều lần theo bảo lãnh này là được phép và theo đó, Số tiền bảo lãnh nêu trên sẽ tự động giảm tương ứng với số tiền mà Ngân hàng đã thực hiện thanh toán cho Bên thụ hưởng theo Thư bảo lãnh.

Multiple demands under this Guarantee are allowed. In such event, the Guarantee Amount aforementioned shall automatically be reduced by the amount of each and any payment made by us under this Guarantee.

Thư bảo lãnh được điều chỉnh và giải thích theo pháp luật Việt Nam. Bất kỳ tranh chấp nào phát sinh từ hoặc liên quan đến Thư bảo lãnh sẽ [do Tòa án nhân dân có thẩm quyền của Việt Nam giải quyết theo quy định của pháp luật] / [sẽ được giải quyết tại Trung tâm Trọng tài quốc tế Việt Nam (VIAC) bên cạnh Phòng Thương mại và Công nghiệp Việt Nam theo quy tắc tố tụng trọng tài của VIAC].

The Guarantee shall be governed by and construed in accordance with the laws of Vietnam. Any dispute arising out of or relating to this Guarantee shall be submitted to [the jurisdiction of competent People's Court of Vietnam in accordance with the governing law] / [arbitration by the Vietnam Arbitration Center international (VIAC) at the Vietnam Chamber of Commerce and Industry in accordance with its rules of arbitration].

THƯ BẢO LÃNH này được phát hành duy nhất 01 (một) bản song ngữ (tiếng Việt và tiếng Anh) và không được phép chuyển nhượng. Trường hợp có sự khác nhau về cách hiểu giữa nội dung tiếng Việt và tiếng Anh thì nội dung tiếng Việt là căn cứ pháp lý.

This GUARANTEE is issued solely in 01 (one) bilingual original (Vietnamese and English) and is not transferrable. Should there be any inconsistence between the two languages of this GUARANTEE, the Vietnamese content shall prevail and be final.

LEGAL REPRESENTATIVE OF THE BANK
[Full name, title, signature and stamp]

Appendix 3 to the Contract No……….

FORMS

APPROVE

DEPUTY GENERAL DIRECTOR OF VIETSOVPETRO

Day... month... In 20...

PROTOCOL ON INSTALLATION AND TESTING

VIETSOVPETRO (The Company) and **.........** (The Contractor) in accordance with the Contract No. **xxx** dated **…./……/……**, have agreed to certify the following:

1. In accordance with the Contract No**........................**, dated **…./…./…….**, whole software has been installed and tested completely into Vietsovpetro system at the date of **…./…./……**
    - Revision of software No.........................
    - Licenses/Keys No......................... validity untill …………
2. This protocol is made on the date of **…./…./……** and serves as an authorization for payment in compliance with the above mentioned Contract.

FOR THE COMPANY | **FOR THE CONTRACTOR**

APPROVE

DEPUTY GENERAL DIRECTOR OF VIETSOVPETRO

Day... month... In 20...

FINAL ACCEPTANCE PROTOCOL

Date:

Time:

Place:

We, the undersigned, being the authorized representatives of **VIETSOVPETRO** (hereinafter referred to as the Company) and **.........** (hereinafter referred to as the Contractor) have drawn this Protocol to certify that, pursuant to the terms and conditions of the Contract No…………. dated …………, Contractor has completed the WORK and services according to the stage, stipulated on the Contract:

1. Deliver software - Current revision of software No..........................

2. Install and testing software into VSP system.

3. Conduct all services in accordance with this Contract.

FOR THE COMPANY **FOR THE CONTRACTOR**

Appendix 4 to the Contract No……….

APPENDIX NO. 4 (A)

CORRESPONDENCE TEMPLATE FOR CONTRACT PERFORMANCE

Day month year 20..

To: Vietnam-Russia Joint Venture Vietsovpetro/ the Contractor.
(insert the Fax number of the Transaction Party)
Attention: **Mr Tran Quoc Thang – Deputy General Director**
Cc: **Ms Nguyen Thi Thanh Huyen – Deputy Manager Commercial Department of VSP**

Email: huyennt.hq@vietsov.com.vn, minhlb.hq@vietsov.com.vn

(**Insert the transaction content, including**: Change of Goods/ Services, schedule, use of quota, contents regarding contract value, payment, etc.)

REPRESENTATIVE OF PARTY ….

(Signature and stamp)

APPENDIX NO. 4 (B)

CORRESPONDENCE TEMPLATE FOR CONTRACT PERFORMANCE

Day month year 20..

To: Vietnam-Russia Joint Venture Vietsovpetro/ the Contractor.
(insert the Fax number of the Transaction Party)
Attention: Commercial Department of VSP/ Port & Logistics Division/ Science research & engineering institute.
Email: huyennt.hq@vietsov.com.vn, minhlb.hq@vietsov.com.vn

(**Insert the transaction content, including**: Delivery notice, Delivery of goods documents, notification of commencement of service/ construction, information on personnel/ equipment conducting service/ construction, etc.)

REPRESENTATIVE OF PARTY ….

(Signature and stamp)

(FOR VIETNAMESE CONTRACTOR)

HỢP ĐỒNG[(2)]

Cộng Hòa Xã Hội Chủ Nghĩa Việt Nam

Độc Lập - Tự Do - Hạnh Phúc

HỢP ĐỒNG

Số: ……………………….

V/v: Cung cấp Phần mềm thiết kế giếng khoan theo đơn hàng 94-VT-2446/26-CNTT-LBM

Căn cứ vào nhu cầu của Liên doanh Việt - Nga Vietsovpetro và khả năng cung cấp của Công ty ….

Hôm nay, ngày _____tháng ___ năm ________, các bên gồm:

BÊN A: **LIÊN DOANH VIỆT –NGA VIETSOVPETRO – HỢP ĐỒNG PHÂN CHIA SẢN PHẨM DẦU KHÍ LÔ 09-2/09**

- Địa chỉ : 105 Lê Lợi, Phường Vũng Tàu, Thành phố Hồ Chí Minh
- Điện thoại : 0254. 3839871 Fax: 0254. 3839857
- Tài khoản số : .... tại Ngân hàng Ngoại thương VN, chi nhánh Vũng Tàu
- Mã số thuế : ....
- Đại diện : Ông **Trần Quốc Thắng** – Phó Tổng Giám Đốc làm đại diện (Theo Giấy ủy quyền của Tổng Giám đốc Vietsovpetro số ...../UQ-PL ngày ....)

BÊN B: **CÔNG TY ………………..**

- Địa chỉ : …………….
- Điện thoại : ……………. Fax: …………….
- Tài khoản số : ……………. tại Ngân hàng …………….
- Mã số thuế : …………….
- Đại diện : …………….

Hai Bên thống nhất ký kết hợp đồng với các điều khoản sau:

ĐIỀU 1: ĐỐI TƯỢNG HỢP ĐỒNG

Bên A đồng ý mua và Bên B đồng ý bán Phần mềm thiết kế giếng khoan (sau đây gọi tắt là “hàng hóa”) với chủng loại, số lượng, đặc điểm kỹ thuật, đơn giá, giá trị hàng hóa theo Phụ lục 1 của Hợp đồng và là một phần thống nhất và không tách rời của hợp đồng này.

Hàng hóa của Hợp đồng này được Vietsovpetro sử dụng cho hoạt động dầu khí tại Lô 09-2/09.

ĐIỀU 2: GIÁ TRỊ HỢP ĐỒNG

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*[(2)] Căn cứ quy mô, tính chất của gói thầu, nội dung hợp đồng theo mẫu này có thể sửa đổi, bổ sung cho phù hợp, đặc biệt là đối với các nội dung khi thương thảo có sự khác biệt so với **E-ĐKCT**.*

[(2)] Cập nhật các văn bản quy phạm pháp luật theo quy định hiện hành.

2.1 Tổng giá trị hợp đồng là ………………… VNĐ

(Bằng chữ: …………………).

Trong đó:

- Tiền hàng hóa: ………………… VNĐ

- Thuế: không thuộc đối tượng chịu thuế GTGT

2.2 Giá trị Hợp đồng nêu trên được tính trên cơ sở giao hàng tại kho Vietsovpetro tại Thành phố Vũng Tàu, bao gồm giá trị hàng hóa và các loại phí do Bên B chi trả như phí vận chuyển, chi phí bảo hành, bảo trì, nâng cấp, hỗ trợ kỹ thuật và các chi phí khác liên quan đến việc thực hiện Hợp đồng này (bao gồm thuế GTGT). Giá trên là giá cố định và không thay đổi trong suốt thời gian Hợp đồng có hiệu lực.

<u>ĐIỀU 3:</u> QUY CÁCH, SỐ LƯỢNG, CHẤT LƯỢNG HÀNG HÓA

3.1 Quy cách, số lượng, chất lượng, ký mã hiệu, hãng sản xuất và những thông số khác của hàng hóa do Bên B cung cấp phải phù hợp với quy định nêu trong Phụ lục số 1 của Hợp đồng này. Phần mềm phải là phiên bản mới nhất.

3.2 Hồ sơ kèm theo hàng hóa gồm:

- Thông tin bản quyền phần mềm, bộ cài đặt và hướng dẫn sử dụng đi kèm phiên bản phần mềm mới nhất;
- Tài liệu của nhà sản xuất xác nhận cấp bản quyền cho VSP theo điều khoản hợp đồng, trong đó ghi rõ tên phần mềm, số lincense, Rev. của lincense , thời gian hiệu lực…(bản gốc)
- Giấy xác nhận chính hãng, được phép cung cấp phần mềm (bản gốc)
- Thư cam kết bảo hành sản phẩm tại Việt Nam của nhà sản xuất (bản gốc)
- Tài liệu đi kèm phần mềm (bản gốc)
- Dữ liệu mẫu, case-study… (nếu có)
- Giấy cam kết bảo hành (bản gốc)

Hồ sơ mời thầu của Bên A và Hồ sơ dự thầu của Bên B cho gói thầu là tài liệu tham chiếu về kỹ thuật cho hàng hóa của hợp đồng này.

<u>ĐIỀU 4:</u> ĐỊA ĐIỂM VÀ THỜI GIAN GIAO NHẬN, KIỂM TRA VÀ NGHIỆM THU HÀNG HÓA

4.1 Thời gian giao hàng: Bên B phải giao hàng trong vòng …. tháng (phù hợp với yêu cầu kỹ thuật) kể từ ngày ký hợp đồng ghi ở trang 01.

4.2. Địa điểm tiến hành giao nhận: Bên B tiến hành giao hàng cho Bên A tại Trung tâm CNTT&LL, 105 Lê Lợi, Tp. Vũng Tàu.

4.3 Thông báo giao hàng: Bên B phải thông báo bằng văn bản cho Bên A trong vòng 03 (ba) ngày trước ngày chính thức giao hàng. Văn bản thông báo giao hàng được thực hiện theo quy định tại khoản 12.2 và Phụ lục số 4 (B) của Hợp đồng này.

4.4. Bên A có quyền từ chối nhận hàng không đảm bảo chất lượng, các đặc điểm kỹ thuật như đã quy định ở điều 3 của Hợp đồng này.

4.5 Khi bên B giao hàng đảm bảo chất lượng, các đặc điểm kỹ thuật như đã quy định ở điều 3 của Hợp đồng này, hai Bên tiến hành lập biên bản giao nhận hàng (Mẫu số 1 - Phụ lục số 2). Biên bản giao nhận hàng hóa do Giám đốc Trung tâm CNTT&LL phê duyệt và là cơ sở thanh toán theo điều 8 của Hợp đồng này.

4.6 *Nghiệm thu kỹ thuật hàng hóa*: Sau khi bên A hoàn thành cài đặt và kích hoạt license…, hai Bên (Bên A có Trung tâm CNTT&LL) tiến hành lập Biên Bản nghiệm thu kỹ thuật hàng hóa (Mẫu số 3 - Phụ lục số 2). Biên bản nghiệm thu này phải được lãnh đạo Bên A phê duyệt để làm cơ sở cho việc thanh toán theo điều 8 của Hợp đồng này.

4.7 *Nghiệm thu hoàn thành công việc bảo trì, bảo hành phần mềm:* Sau khi Bên B hoàn thành bảo trì, bảo hành phần mềm 12 tháng kể từ ngày chuyển giao, hai Bên lập Biên bản hoàn thành công việc, trong đó ghi rõ thời gian thực hiện bảo hành, bảo trì, thông tin phiên bản được cập nhật nâng cấp tại thời điểm kết thúc bảo trì, bảo hành. Biên bản này phải được lãnh đạo Vietsovpetro phê duyệt để làm cơ sở thanh toán lần 2. Ngày biên bản là ngày hoàn thành bảo trì, bảo hành.

ĐIỀU 5: TRÁCH NHIỆM CỦA HAI BÊN

5.1 Trách nhiệm của Bên A:

5.1.1 Trung tâm CNTT&LL của Bên A cử người đại diện của mình thực hiện giao nhận phần mềm và hỗ trợ, theo dõi và giám sát quá trình Bên B thực hiện bảo trì, nâng cấp, bảo hành.

5.1.2 Bên A có trách nhiệm cùng bên B duy trì hệ thống dữ liệu đề phòng các trường hợp mất mát, hư hỏng của chương trình, dữ liệu có trong thiết bị.

5.2 Trách nhiệm của Bên B:

5.2.1 Bên B có trách nhiệm bảo trì và bảo hành phần mềm cho Bên A là 12 tháng kể từ ngày chuyển giao. Sau khi Bên B hoàn thành bảo trì, bảo hành phần mềm hai Bên phải lập Biên bản hoàn thành công việc theo quy định tại khoản 4.7 của Hợp đồng.

5.2.2 Bên B có trách nhiệm phối hợp với Bên A duy trì hệ thống dữ liệu đề phòng các trường hợp mất mát, hư hỏng của chương trình, dữ liệu có trong thiết bị.

5.2.3 Bên B phải cam kết bảo mật, không tiết lộ cho bên thứ ba tất cả các thông tin liên quan đến hệ thống lưu trữ tại Vietsovpetro.

5.2.4 Bên B có trách nhiệm tuân thủ nội quy về an toàn lao động, vệ sinh môi trường, phòng chống cháy nổ và các các quy chế bảo mật theo đúng yêu cầu của bên A. Bằng chi phí của mình, Bên B tự bảo hiểm con người và vật chất của mình trong suốt thời gian thực hiện hợp đồng này.

5.2.5 Khi đến bên A thực hiện giao phần mềm và thực hiện công việc bảo trì, bảo hành phần mềm, đại diện Bên B phải có Giấy giới thiệu hoặc Giấy Ủy quyền của người ký Hợp đồng.

5.2.6 Thời gian bảo trì và bảo hành của phần mềm là 12 tháng kể từ ngày chuyển giao. Trong thời gian bảo trì, Bên B phải thực hiện công tác bảo trì, cập nhật nâng cấp phần mềm lên phiên bản mới nhất và hỗ trợ kỹ thuật theo chính sách của Hãng sản xuất. Sau mỗi lần cập nhật nâng cấp phần mềm lên phiên bản mới nhất cho Bên A, hai bên phải lập và ký Biên bản xác nhận công việc ghi rõ thời gian thực hiện công việc, nội dung công việc, thông tin phiên bản nâng cấp.

ĐIỀU 6: TRÁCH NHIỆM DO VI PHẠM HỢP ĐỒNG

6.1 Nếu Bên B giao hàng bị chậm theo khoản 4.1 Điều 4 của Hợp đồng này thì Bên B phải chịu phạt 0,2%/ngày cho 10 ngày lịch chậm đầu tiên; phạt 0,3%/ngày cho những ngày lịch tiếp theo cho đến mức tổng số tiền phạt không quá 08% giá trị hợp đồng.

6.2 Nếu Bên B không giao đủ số lượng, chủng loại hàng hóa (như quy định ở Phụ lục số 1 của Hợp đồng này) thì bên B vi phạm nghĩa vụ giao hàng theo hợp đồng này và phải chịu phạt một khoản tiền bằng 08% giá trị hợp đồng.

6.3 Nếu bên B giao hàng không đảm bảo chất lượng như quy định tại Điều 3 của Hợp đồng thì Bên A sẽ không nhận hàng và phạt Bên B theo mức phạt không giao đủ hàng như quy định tại khoản 6.2 của hợp đồng này. Bên A có quyền chấp nhận/ không chấp nhận việc bên B sẽ cung cấp hàng mới thay thế cho hàng không đảm bảo chất lượng trên.

6.4 Nếu Bên B giao hàng chậm quá 02 tháng (60 ngày lịch) so với thời gian quy định tại khoản 4.1 của hợp đồng này, ngoại trừ trường hợp bất khả kháng, thì Bên A có quyền đơn phương chấm dứt thực hiện hợp đồng và trong trường hợp này Bên B phải chịu phạt một khoản tiền bằng 08% giá trị hợp đồng.

6.5 Tổng các loại phạt không vượt quá 08% giá trị hợp đồng.

6.6 Giá trị hợp đồng bị vi phạm ghi ở Điều 6 của hợp đồng này là giá trị không có thuế GTGT.

6.7 Để thu hồi khoản tiền phạt vi phạm, Bên A sẽ toàn quyền: 1) khấu trừ khoản tiền phạt vi phạm từ các khoản tiền mà Bên A sẽ thanh toán cho Bên B tại Hợp đồng này hoặc theo các hợp đồng khác được ký kết giữa hai bên; 2) Yêu cầu Ngân hàng cấp Bảo đảm thực hiện hợp đồng thanh toán ngay khoản tiền Bên B mở bảo lãnh cho Bên A; 3) Bằng văn bản, yêu cầu Bên B thanh toán. Trong mọi trường hợp, Bên B cam kết nghiêm túc thực hiện nghĩa vụ thanh toán của mình cho Bên A.

6.8 Việc bồi thường thiệt hại (nếu có) được thực hiện theo quy định của pháp luật Việt Nam.

6.9 Trong trường hợp bên B không thực hiện cung cấp hàng hoá (hoặc một phần hàng hoá) ngoài việc áp dụng quy định tại khoản 6.1-6.4 của điều 6 thì Bên A có quyền:

6.9.1 Chỉ định bên thứ 3 có khả năng cung cấp hàng hoá. Trong trường hợp đó Bên B có trách nhiệm ký hợp đồng với bên được chỉ định để tiếp tục thực hiện công việc cung cấp cho bên A. Hoặc;

6.9.2 Trực tiếp ký hợp đồng mua hàng của Bên thứ 3 để tiếp tục thực hiện công việc của hợp đồng, Trong trường hợp đó Bên B phải trả khoản tiền chênh lệch và các chi phí liên quan nếu có. Hoặc;

6.9.3 Tự sửa chữa khuyết tật của hàng hoá bằng nhân lực, chi phí của mình và bên B phải trả Bên A đầy đủ các chi phí thực tế phát sinh này.

ĐIỀU 7: BẢO HÀNH

7.1 Bên B chịu trách nhiệm bảo hành tối thiểu 12 tháng kể từ ngày giao hàng theo chính sách của Hãng sản xuất. Nhà thầu phải cung cấp thư cam kết bảo hành sản phẩm tại Việt Nam của nhà sản xuất.

7.2 Trong thời gian bảo hành nếu Bên A phát hiện có hư hỏng, sai sót về chất lượng hàng hóa thì Bên A sẽ thông báo kịp thời bằng fax/email cho Bên B biết để cùng nhau xác minh. Việc xác minh sai sót về chất lượng phải được Bên B tiến hành không chậm quá 15 ngày lịch kể từ ngày Bên B nhận được thông báo. Việc xác minh phải được lập thành biên bản, trong đó ghi rõ kết luận về nguyên nhân gây ra hư hỏng, xác định trách nhiệm thay thế cái mới/sửa chữa các hư hỏng đó thuộc về bên nào và thời hạn thay thế/sửa chữa làm căn cứ pháp lý trong thực hiện hợp đồng này.

7.3 Tùy mức độ hư hỏng, nhưng không quá 15 ngày lịch kể từ ngày có kết luận về nguyên nhân hư hỏng, sai sót về chất lượng hàng hóa do lỗi của Bên B thì Bên B phải tiến hành sửa chữa các sai sót về chất lượng hoặc đổi lại hàng mới cho Bên A.

7.4 Trong thời hạn 15 ngày lịch kể từ ngày nhận được thông báo của Bên A, nếu Bên B không trả lời thì coi như đã chấp nhận có sai sót về chất lượng hàng do lỗi của mình và có trách nhiệm phải sửa chữa các sai sót đó hoặc đổi lại hàng mới ngay trong vòng 30 ngày kể từ ngày nhận được thông báo của Bên A.

7.5 Nếu Bên B tiến hành sửa chữa hoặc đổi lại hàng mới bị chậm so với thời hạn qui định ở mục 7.3 và 7.4 của hợp đồng này thì Bên B phải chịu phạt theo mức phạt giao hàng chậm như qui định ở mục 6.1 của hợp đồng này.

7.6 Trong thời hạn quy định trên tại điều 7 của hợp đồng này, nếu Bên B không tiến hành khắc phục (sửa chữa các sai sót về chất lượng do lỗi của mình hoặc đổi lại hàng mới) thì Bên A có quyền tiến hành khắc phục (sửa chữa và/hoặc thay mới) và Bên B phải hoàn trả lại cho Bên A toàn bộ chi phí khắc phục, đồng thời phải chịu phạt 8% giá trị của mặt hàng này. Cách thức Bên A thu hồi tiền phạt từ Bên B quy định tại điều 6.7 của hợp đồng này.

ĐIỀU 8: THANH TOÁN

8.1. Bên A thanh toán cho Bên B theo 02 lần như sau:

- Lần 1: Bên A thanh toán cho Bên B 90% giá trị hợp đồng (bao gồm thuế GTGT) bằng hình thức chuyển khoản trong vòng 30 ngày làm việc kể từ ngày nhận được bộ chứng từ thanh toán gồm:
    - Công văn đề nghị thanh toán của bên B (bản gốc).
    - Hoá đơn GTGT của bên B (bản gốc hoặc hóa đơn điện tử được gửi qua email do Vietsovpetro cung cấp).
    - Biên bản giao nhận hàng (bản gốc) (theo khoản 4.5 của Hợp đồng này).
    - Biên bản nghiệm thu kỹ thuật hàng hóa (bản gốc) (theo khoản 4.6 của Hợp đồng này).
    - Các chứng từ (khoản 3.2 của Hợp đồng này)
    - Bảo lãnh thực hiện hợp đồng (copy).
- Lần 2: Bên A thanh toán cho Bên B 10% giá trị còn lại hợp đồng (bao gồm thuế GTGT) bằng phương thức chuyển khoản trong vòng 30 ngày làm việc kể từ ngày nhận được bộ chứng từ thanh toán gồm:
    - Công văn đề nghị thanh toán của Bên B (bản gốc).
    - Hoá đơn GTGT của bên B (bản gốc hoặc hóa đơn điện tử được gửi qua email do Vietsovpetro cung cấp).
    - Biên bản hoàn thành công việc bảo hành, bảo trì, cập nhật nâng cấp phần mềm (bản gốc) (theo khoản 4.7 của Hợp đồng này).

8.2 Bên A chỉ thanh toán cho Bên B đối với hàng hóa hoàn toàn phù hợp với yêu cầu nêu trong hợp đồng.

8.3 Số tài khoản giao dịch theo hợp đồng này của bên B: ghi tại trang 1 của hợp đồng này.

8.4 Phí chuyển tiền do Bên A chịu.

ĐIỀU 9: BẢO LÃNH THỰC HIỆN HỢP ĐỒNG

9.1 Trong vòng **07 ngày làm việc** sau ngày ký Hợp đồng (ghi tại trang 01 của hợp đồng), Bên B phải nộp giấy bảo lãnh thực hiện Hợp đồng (Phụ lục số 03 của Hợp đồng này) được cấp bởi Ngân hàng có uy tín. Giá trị Bảo lãnh thực hiện hợp đồng bằng 03% tổng giá trị hợp đồng. Giấy bảo lãnh này có hiệu lực bằng thời hạn giao hàng quy định tại mục 4.1 Hợp đồng này cộng thêm 60 ngày lịch.

9.2 Mọi chi phí liên quan đến việc phát hành giấy bảo lãnh thực hiện hợp đồng do Bên B chịu.

9.3 Trong thời gian quy định tại mục 9.1 nêu trên, Bên B phải nộp bản gốc bảo lãnh thực hiện hợp đồng cho Bên A. Nếu sau thời gian quy định nói trên, bên A không nhận được bảo lãnh thực hiện Hợp đồng thì Bên A có quyền đơn phương chấm dứt Hợp đồng và thu hồi tiền bảo lãnh dự thầu của Bên B hoặc áp dụng quy định tại mục 6.7 của Hợp đồng này.

9.4 Bên B không được nhận lại Bảo lãnh thực hiện hợp đồng trong trường hợp Bên B từ chối/không thực hiện hợp đồng sau khi ký hợp đồng.

9.5 Trong trường hợp Bên B vi phạm trách nhiệm thực hiện hợp đồng theo quy định tại hợp đồng này thì khoản tiền bảo đảm được Bên A dùng để khấu trừ tiền phạt.

9.6 Trong trường hợp cần gia hạn thời gian hiệu lực của Bảo lãnh thực hiện hợp đồng vì lý do chậm giao hàng, gia hạn thời hạn giao hàng hoặc vì lý do khác…, Bên B phải ngay lập tức yêu cầu Ngân hàng phát hành giấy bảo lãnh thực hiện hợp đồng mới, hoặc thực hiện sửa đổi giấy Bảo lãnh thực hiện Hợp đồng phù hợp với yêu cầu của Bên A, đồng thời gửi ngay cho Bên A giấy Bảo lãnh đã gia hạn hiệu lực.

9.7 Trong vòng 03 ngày làm việc kể từ khi nhận được yêu cầu gia hạn bằng văn bản của Bên A, nếu Bên B không thực hiện hoặc chậm thực hiện gia hạn hiệu lực bảo lãnh thực hợp đồng thì Bên B sẽ chịu phạt 0,2% giá trị bảo đảm tương ứng/ mỗi ngày chậm. Tổng giá trị phạt này không vượt quá giá trị bảo lãnh tương ứng. Thu hồi khoản tiền phạt vi phạm này thực hiện theo quy định tại khoản 6.7 Điều 6 của Hợp đồng.

ĐIỀU 10: BẤT KHẢ KHÁNG

10.1 Sự kiện bất khả kháng là sự kiện xảy ra một cách khách quan không thể lường trước được và không thể khắc phục được mặc dù đã áp dụng mọi biện pháp cần thiết và khả năng cho phép như: chiến tranh, bạo loạn, xung đột vũ trang, cấm vận, thiên tai (lũ lụt, bão, lốc xoáy, động đất, sóng thần), hỏa hoạn, dịch bệnh (Epidemic, Pandemic) được WHO/Quốc gia công bố, lệnh phong tỏa Vùng/Quốc gia do Chính quyền sở tại áp đặt…

10.2 Bên gặp sự kiện bất khả kháng dẫn đến việc không thực hiện được nghĩa vụ theo hợp đồng do ảnh hưởng trực tiếp bởi các sự kiện bất khả kháng có nghĩa vụ phải ngay lập tức thông báo cho bên kia biết, bao gồm cung cấp thông tin, giải trình về sự ảnh hưởng trực tiếp của sự kiện bất khả kháng đến việc vi phạm thực hiện hợp đồng kèm chứng cứ chứng minh, các biện pháp đã được thực hiện để khắc phục vấn đề và giảm thiểu tổn thất. Việc chậm thông báo, cung cấp thông tin và giải trình nếu trễ hơn 10 ngày lịch sau khi sự kiện bất khả kháng xảy ra sẽ làm cho bên gặp bất khả kháng mất quyền miễn trách sau này vì lý do bất khả kháng.

10.3 Trường hợp do hậu quả trực tiếp của sự kiện bất khả kháng mà một Bên trong Hợp Đồng không thể thực hiện toàn bộ hoặc một phần nghĩa vụ theo hợp đồng này thì thời gian thực hiện hợp đồng sẽ được kéo dài thêm bằng thời gian mà sự kiện bất khả kháng diễn ra.

10.4 Nếu sự kiện bất khả kháng kéo dài hơn 02 tháng, mỗi bên đều có quyền chấm dứt hợp đồng này mà không phải bồi thường bất cứ một khoản tiền nào cho bên kia.

10.5 Các khó khăn trong sản xuất như thiếu vật tư, điện, nhân công, đình công… không được coi là bất khả kháng và không miễn cho Bên B nghĩa vụ giao hàng hoặc giao hàng muộn. Các thông tin từ trang báo, mạng và các phương tiện truyền thông khác chỉ mang tính chất tham khảo.

ĐIỀU 11: GIẢI QUYẾT TRANH CHẤP

11.1 Bất kỳ tranh chấp nào phát sinh từ hợp đồng này sẽ được giải quyết bằng thương lượng giữa hai bên trên tinh thần hợp tác, hai bên cùng có lợi và tôn trọng lẫn nhau.

11.2 Trường hợp tranh chấp không thể giải quyết bằng thương lượng thì sẽ được đưa ra Trung tâm Trọng tài Quốc tế Việt Nam bên cạnh Phòng Thương mại và Công nghiệp Việt Nam tại Hà Nội để phân xử theo Quy tắc tố tụng của Trung tâm này. Phán quyết của Trung tâm trọng tài là cuối cùng và buộc hai bên phải tuân thủ. Án phí do Bên thua kiện chịu.

ĐIỀU 12: CÁC ĐIỀU KHOẢN KHÁC

12.1 Những điều không quy định hoặc quy định không đầy đủ trong Hợp đồng này sẽ căn cứ vào luật pháp Việt Nam hiện hành.

12.2 Bất kỳ sửa đổi, bổ sung nào đối với hợp đồng này đều phải được hai bên thỏa thuận bằng văn bản. Mọi giao dịch trong quá trình thực hiện Hợp đồng được các Bên thực hiện bằng văn bản và gửi theo đường bưu chính hoặc theo số Fax tới địa chỉ đăng ký hoặc số Fax của mỗi Bên ghi trong hợp đồng và email đến địa chỉ email theo mẫu Phụ lục số 4 (A, B) kèm theo.

12.3 Không bên nào được chuyển quyền và nghĩa vụ của mình theo hợp đồng này cho bên thứ ba mà không được sự đồng ý trước bằng văn bản của bên kia.

12.4 Hợp đồng và các tài liệu dẫn chiếu được sắp xếp theo thứ tự ưu tiên sau đây:

(1) Hợp đồng, kèm theo các phụ lục hợp đồng;

(2) Thư chấp thuận Hồ sơ dự thầu và trao hợp đồng;

(3) Hồ sơ dự thầu và các văn bản làm rõ Hồ sơ dự thầu của Nhà thầu;

(4) Hồ sơ mời thầu và các tài liệu sửa đổi hồ sơ mời thầu (nếu có);

(5) Các tài liệu khác quy định tại Điều kiện cụ thể của hợp đồng.

12.5 Hợp đồng này có hiệu lực kể từ ngày Ngân hàng Bên B mở bảo lãnh thực hiện Hợp đồng (ngày hiệu lực của bảo lãnh) và hoàn thành việc ký Hợp đồng nhưng không muộn hơn 7 ngày làm việc so với ngày được ghi trên Hợp đồng và tiếp tục cho đến khi hai bên thực hiện hết trách nhiệm của mình như quy định trong hợp đồng.

12.6 Hết thời hạn hiệu lực của hợp đồng, nếu hai bên không có khiếu nại gì coi như hợp đồng đã được thanh lý.

12.7 Hợp đồng gồm ….. trang và 04 Phụ lục được lập thành 05 bản bằng tiếng Việt (có sử dụng tiếng Anh mô tả hàng hóa tại Phụ lục số 01), các bản có giá trị pháp lý như nhau, Bên A giữ 03 bản, Bên B giữ 02 bản.

- Phụ lục số 01: Bảng giá trị hợp đồng, số lượng, quy cách phẩm chất, giá cả;

- Phụ lục số 02: Các mẫu biên bản;

- Phụ lục số 03: Mẫu Bảo đảm thực hiện hợp đồng;

- Phụ lục số 04 (A, B): Mẫu thư tín giao dịch thực hiện hợp đồng.

ĐẠI DIỆN BÊN A	**ĐẠI DIỆN BÊN B**

PHỤ LỤC SỐ 01

BẢNG GIÁ TRỊ HỢP ĐỒNG

SỐ LƯỢNG, QUY CÁCH PHẨM CHẤT, GIÁ CẢ

Kèm theo Hợp đồng số ....

PHỤ LỤC SỐ 02

CÁC MẪU BIÊN BẢN

MẪU SỐ 01

MẪU BIÊN BẢN GIAO NHẬN HÀNG

CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM

Độc lập – Tự do – Hạnh phúc

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PHÊ DUYỆT

Giám đốc Trung tâm CNTT&LL

Ngày … tháng … năm 20…

BIÊN BẢN GIAO NHẬN HÀNG
АКТ О ПРИЁМЕ - ПЕРЕДАЧЕ ТОВАРОВ

Căn cứ Hợp đồng số ………………………………… ký ngày……………… Ngày.… tháng…. năm 20….

Căn cứ HĐ (biên bản) số: ký ngày…. tháng….năm 20…

На основнии Договора номер:

Chúng tôi, những người ký tên dưới đây - *Мы. Нижеподписавщиеся:*

1- Đại diện bên giao - Представители поставщика:

- Ông (Bà) Chức vụ:
- Ông (Bà): Chức vụ:

2- Đại diện bên nhận - Представители получателя:

- Ông (Bà): Chức vụ:
- Ông (Bà): Chức vụ:

Cùng nhau tiến hành giao nhận hàng hóa, cụ thể như sau: - Произвели приёмо - передачу следующих товаров на складе:...

STT П/П	Tên hàng, Ký hiệu, Quy cách Наименование. Марка товаров	ĐVT ЕД	Thực nhập Фак. Получение		Bao bì Тара	Chất lượng hàng Качество
			Số lượng Кол	Trọng lượng Вес		

CHỨNG TỪ KÈM THEO - Прилагаемые документы:

- Chứng chỉ phẩm chất - Сертификат:………………………………………… …
- Hóa đơn (phiếu xuất kho) - Счёт:………………………………………………
- Bản kê chi tiết danh điểm mặt hàng (Перечень товаров) gồm __bản __tờ
- Các chứng từ khác - Другие документы : ……………………………………

Biên bản này chỉ lập một bản và chỉ có giá trị để làm thủ tục thanh toán sau khi được Giám đốc Trung tâm CNTT&LL phê duyệt.

Ngày giao hàng của lô hàng này là …

ĐẠI DIỆN BÊN GIAO	**KÝ TÊN** - Подписи	**ĐẠI DIỆN BÊN NHẬN**
Представители поставщика:		Представители получателя:
(Họ tên và chữ ký)		(Họ tên và chữ ký)

MẪU SỐ 02
MẪU BIÊN BẢN NGHIỆM THU KỸ THUẬT
CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM
Độc lập – Tự do – Hạnh phúc
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PHÊ DUYỆT
Phó Tổng giám đốc Vietsovpetro

Ngày … tháng … năm 20…

BIÊN BẢN NGHIỆM THU KỸ THUẬT
(V/v ………… theo hợp đồng số………………………)

TP. HCM, ngày .. tháng .. năm 20….

<u>Bên A:</u> LIÊN DOANH VIỆT - NGA VIETSOVPETRO.

<u>Bên B:</u> …………………..

I. Chúng tôi, thành viên ban nghiệm thu kỹ thuật của hợp đồng kinh tế số, gồm có:

<u>Bên A:</u>

- Ông Giám đốc Trung tâm CNTT&LL.
- Ông

<u>Bên B:</u>

- Ông
  - Ông

Chúng tôi cùng tiến hành nghiệm thu việc …… theo hợp đồng số……………., do bên B thực hiện.

II. Theo hợp đồng số……………, bên B đã cung cấp …….. như sau:

....

....

III. Ban nghiệm thu kỹ thuật xác nhận:

- Phần mềm……… bên B cung cấp đã được Bên A cài đặt, kiểm tra sử dụng tốt, đánh giá kỹ thuật phù hợp với hợp đồng số …………

IV. Biên bản nghiệm thu này sau khi đã được lãnh đạo Bên A phê duyệt sẽ là cơ sở để thanh toán theo hợp đồng số ……………

V. Biên bản nghiệm thu kỹ thuật được làm thành bốn (04) bản có giá trị như nhau, mỗi bên giữ hai (02) bản.

<u>Ban nghiệm thu:</u>

<u>Bên A:</u>

Ông …………………………………….
Ông ……………………………………..

Đại diện đơn vị sử dụng dịch vụ:

Ông …………………………………….
Ông …………………………………….

<u>Bên B:</u>

MẪU SỐ 03
MẪU BIÊN BẢN HOÀN THÀNH CÔNG VIỆC BẢO HÀNH, BẢO TRÌ, CẬP NHẬT NÂNG CẤP PHẦN MỀM
CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM
Độc lập – Tự do – Hạnh phúc
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PHÊ DUYỆT
Phó Tổng giám đốc Vietsovpetro

Ngày … tháng … năm 20…

BIÊN BẢN HOÀN THÀNH CÔNG VIỆC BẢO HÀNH, BẢO TRÌ, CẬP NHẬT NÂNG CẤP PHẦN MỀM
(V/v ………… theo hợp đồng số………………………)
TP. HCM, ngày .. tháng .. năm 20….

Bên A: LIÊN DOANH VIỆT - NGA VIETSOVPETRO.

Bên B: …………………..
I. Chúng tôi, thành viên ban nghiệm thu kỹ thuật của hợp đồng kinh tế số, gồm có:
Bên A:
- Ông Giám đốc Trung tâm CNTT&LL.
- Ông

Bên B:
- Ông
- Ông

Chúng tôi cùng tiến hành nghiệm thu việc …… theo hợp đồng số……………, do bên B thực hiện.
II. Theo hợp đồng số……………, bên B đã cung cấp …….. như sau:
....
III. Ban nghiệm thu kỹ thuật xác nhận:
- Phần mềm……… bên B cung cấp đã được Bên A cài đặt, kiểm tra sử dụng tốt, đánh giá kỹ thuật phù hợp với hợp đồng số …………
- Phần mềm đã được bảo hành, bảo trì, cập nhật nâng cấp lên phiên bản ……

IV. Biên bản hoàn thành công việc bảo hành, bảo trì này sau khi đã được lãnh đạo Bên A phê duyệt sẽ là cơ sở để thanh toán theo hợp đồng số ……………
V. Biên bản hoàn thành công việc bảo hành, bảo trì được làm thành bốn (04) bản có giá trị như nhau, mỗi bên giữ hai (02) bản.
Ban nghiệm thu:
Bên A:
Ông …………………………………
Ông …………………………………
Đại diện đơn vị sử dụng dịch vụ:
Ông …………………………………
Ông …………………………………
Bên B:

PHỤ LỤC SỐ 03

MẪU BẢO ĐẢM THỰC HIỆN HỢP ĐỒNG

Ngày tháng năm

Kính gửi: Liên doanh Việt Nga Vietsovpetro

Liên quan tới Hợp đồng _______ về việc ______ (sau đây được gọi là "Hợp đồng") được ký giữa __________ (sau đây gọi là "BÊN ĐƯỢC BẢO LÃNH") và _______(sau đây gọi là "BÊN THỤ HƯỞNG"), chúng tôi, ________có trụ sở chính tại ____ (sau đây gọi là "BÊN BẢO LÃNH") phát hành Thư bảo lãnh không hủy ngang và vô điều kiện cho bên thụ hưởng với số tiền là ________ (Bằng chữ: ________) (sau đây gọi là "THƯ BẢO LÃNH").

THƯ BẢO LÃNH này có hiệu lực kể từ ngày phát hành và sẽ duy trì hiệu lực cho đến _______sau đây gọi là "Ngày hết hiệu lực". Đối với bất cứ sự gia hạn, đổi mới hoặc chuyển nhượng Hợp đồng vượt quá thời gian được quy định trong THƯ BẢO LÃNH này, BÊN THỤ HƯỞNG sẽ không cần phải thông báo hoặc được sự đồng thuận của BÊN BẢO LÃNH. THƯ BẢO LÃNH này sẽ được gia hạn dựa trên yêu cầu bằng văn bản từ BÊN ĐƯỢC BẢO LÃNH để đảm bảo cho thời gian gia hạn, đổi mới hoặc chuyển nhượng của Hợp đồng.

BÊN BẢO LÃNH cam kết không hủy ngang và vô điều kiện thanh toán ngay cho BÊN THỤ HƯỞNG một khoản tiền hay những khoản tiền, theo chỉ thị của BÊN THỤ HƯỞNG, tổng không vượt quá số tiền bảo lãnh nêu trên trong vòng 05 ngày làm việc kể từ ngày nhận được văn bản yêu cầu của BÊN THỤ HƯỞNG ghi rõ BÊN ĐƯỢC BẢO LÃNH đã vi phạm nghĩa vụ theo Hợp đồng.

Sau Ngày hết hiệu lực, THƯ BẢO LÃNH này sẽ tự động không còn giá trị cho dù bản gốc THƯ BẢO LÃNH và các Thư sửa đổi liên quan (nếu có) có được gửi trả lại BÊN BẢO LÃNH hay không.

Số tiền bảo lãnh nêu trên sẽ được thanh toán ngay bởi BÊN BẢO LÃNH cho BÊN THỤ HƯỞNG cho dù có sự tranh cãi hoặc phản đối nào của BÊN ĐƯỢC BẢO LÃNH hoặc của BÊN BẢO LÃNH hoặc của bất kì bên thứ ba nào khác, và bất kể có hay không sự tranh chấp giữa BÊN ĐƯỢC BẢO LÃNH và BÊN THỤ HƯỞNG về hoặc liên quan tới Hợp đồng hoặc về bất cứ vấn đề khác và cho dù những tranh chấp này, nếu có, đã được giải quyết, dàn xếp, kiện tụng hoặc phân xử bằng bất kỳ hình thức nào.

BÊN BẢO LÃNH hoặc BÊN ĐƯỢC BẢO LÃNH sẽ không được giải trừ bất cứ nghĩa vụ nào theo THƯ BẢO LÃNH này cho dù có bất cứ sự sửa đổi, thay đổi, thanh toán sai lệch, gia hạn nào liên quan tới Hợp đồng hay bất kỳ sự trì hoãn ân hạn nào của BÊN THỤ HƯỞNG trong hoặc liên quan đến bất cứ vấn đề gì của Hợp đồng.

Việc đòi tiền nhiều lần theo bảo lãnh này là được phép và theo đó, Số tiền bảo lãnh nêu trên sẽ tự động giảm tương ứng với số tiền mà Ngân hàng đã thực hiện thanh toán cho Bên thụ hưởng theo Thư bảo lãnh.

Thư bảo lãnh được điều chỉnh và giải thích theo pháp luật Việt Nam. Bất kỳ tranh chấp nào phát sinh từ hoặc liên quan đến Thư bảo lãnh sẽ [do Tòa án nhân dân có thẩm quyền của Việt Nam giải quyết theo quy định của pháp luật] / [sẽ được giải quyết tại Trung tâm Trọng tài quốc tế Việt Nam (VIAC) bên cạnh Phòng Thương mại và Công nghiệp Việt Nam theo quy tắc tố tụng trọng tài của VIAC].

THƯ BẢO LÃNH này được phát hành duy nhất 01 (một) bản song ngữ (tiếng Việt và tiếng Anh) và không được phép chuyển nhượng. Trường hợp có sự khác nhau về cách hiểu giữa nội dung tiếng Việt và tiếng Anh thì nội dung tiếng Việt là căn cứ pháp lý.

TÊN NGÂN HÀNG BẢO LÃNH

(Ký tên và đóng dấu)

PHỤ LỤC SỐ 04 (A)

MẪU THƯ TÍN GIAO DỊCH THỰC HIỆN HỢP ĐỒNG

Ngày tháng năm 20..

Kính gửi: Liên doanh Việt-Nga Vietsovpetro/Nhà thầu.

(ghi địa chỉ số Fax của Bên giao dịch)

Người nhận: **Trần Quốc Thắng – Phó tổng giám đốc Vietsovpetro**

Sao gửi: **Nguyễn Thị Thanh Huyền - Phó Phòng Thương mại VSP**

Email: (huyennt.hq@vietsov.com.vn; minhlb.hq@vietsov.com.vn).

(Ghi nội dung giao dịch về Thay đổi về Hành hoá/Dịch vụ, tiến độ, sử dụng Quota, các nội dung liên quan tới giá trị HĐ, thanh toán……..) và tài liệu gửi đính kèm (nếu có)

ĐẠI DIỆN BÊN ….

(Ký tên và đóng dấu)

PHỤ LỤC SỐ 04 (B)

MẪU THƯ TÍN GIAO DỊCH THỰC HIỆN HỢP ĐỒNG

Ngày tháng năm 20..

Kính gửi: Liên doanh Việt-Nga Vietsovpetro/Nhà thầu.

(ghi địa chỉ số Fax của Bên giao dịch)

Người nhận: Phòng Thương mại VSP/ XN Dịch vụ Cảng và CUVTTB/ Trung tâm CNTT&LL.

Email: (huyennt.hq@vietsov.com.vn; minhlb.hq@vietsov.com.vn).

(Ghi nội dung giao dịch về: thông báo bắt đầu thực hiện DV, thông tin về nhân sự/thiết bị thực hiện DV/XL….**);** và tài liệu gửi đính kèm (nếu có)

ĐẠI DIỆN BÊN ….

(Ký tên và đóng dấu)

PART 4. APPENDICES

This Chapter includes Scope of Supply, Technical requirements, Technical evaluation criteria and Other technical documents + link for reference (if any).

Scope of Supply

Item	Description of goods	Unit	Quantity
1	Module No. 1 Design and simulation of cementing operations in wellbores Include Technical support in 12 months (*Perpetual license)*	license	01
2	Module No. 2 Simulation of BHA dynamics, analysis of vibrations and stuck pipe risks; optimization of BHA design Include Technical support in 12 months (*Perpetual license)*	license	01

LIÊN DOANH VIỆT-NGA
VIETSOVPETRO

YÊU CẦU KỸ THUẬT

V/v Mua phần mềm thiết kế giếng khoan

TECHNICAL REQUIREMENTS

for procurement of well design software

1. MỤC ĐÍCH VÀ PHẠM VI SỬ DỤNG / *PURPOSE AND SCOPE OF USE*:

Phần mềm được mua bổ sung nhằm phục vụ công tác thiết kế giếng khoan tại Viện NCKH&TK thuộc Vietsovpetro.

Mục đích sử dụng bao gồm:

- Hỗ trợ mô phỏng và tối ưu hóa thiết kế bơm trám xi măng trong quá trình thiết kế giếng khoan;
- Phân tích và mô phỏng các thông số thủy lực trong quá trình bơm xi măng và trong khoảng không vành xuyến (nhiều tầng dung dịch, xi măng có tỷ trọng khác nhau);
- Theo dõi và tính toán ECD (Equivalent Circulating Density) nhằm đánh giá ảnh hưởng của chế độ bơm đến áp suất đáy giếng;
- Mô phỏng động học cụm BHA (Bottom Hole Assembly) để dự đoán xu hướng điều khiển quỹ đạo giếng khoan;
- Phân tích rung động của cụm BHA, xác định các chế độ vận hành có nguy cơ gây mỏi cần khoan hoặc sự cố cơ học;
- Hỗ trợ tối ưu hóa thiết kế cụm BHA nhằm nâng cao độ ổn định khi khoan và giảm nguy cơ sự cố như kẹt cần khoan.

The software is additionally procured to support well design activities at the Research and Design Institute of Vietsovpetro.

The purposes of use include:

- *Supporting simulation and optimization of cementing design during well planning;*
- *Analyzing and simulating hydraulic parameters during cement pumping operations and within the annular space (including multiple fluid stages and cement with different densities);*
- *Monitoring and calculating ECD (Equivalent Circulating Density) to evaluate the impact of pumping regimes on bottomhole pressure;*
- *Simulating the dynamics of the BHA (Bottom Hole Assembly) to predict well trajectory control tendencies;*

- *Analyzing BHA vibrations and identifying operating conditions that may lead to drill string fatigue or mechanical failures;*
- *Supporting optimization of BHA design to improve drilling stability and reduce the risk of incidents such as drill string sticking.*

2. ĐIỀU KIỆN KỸ THUẬT NƠI VẬN HÀNH / *TECHNICAL CONDITIONS AT OPERATING LOCATION*

Phần mềm chạy trên các máy tính đang sử dụng tại Vietsovpetro với hệ điều hành Windows 10 trở lên.

The software operates on computers currently in use at Vietsovpetro with the Windows 10 operating system or later.

3. YÊU CẦU CHUNG ĐỐI VỚI HÀNG HÓA / *GENERAL REQUIREMENTS FOR PRODUCTS*:

3.1. Mô tả hàng hóa / *Description of products*:

Nhà thầu được yêu cầu cung cấp phần mềm thiết kế giếng khoan kèm theo gói bảo hành, trong đó phần mềm phải bao gồm các module với các chức năng chính như sau:

The Contractor is required to provide well design software together with a warranty package, in which the software shall include modules with the following main functions:

STT/ *No.*	**Tên module/ *Module Name***	**Chức năng chính/ *Main Functions***	**Loại giấy phép/ *License Type***	**Số lượng/ *Quantity***
1	Module số 1/ Module No. 1	Thiết kế và mô phỏng công tác bơm xi măng trong giếng khoan./ *Design and simulation of cementing operations in wellbores*	License vĩnh viễn./ *Perpetual license*	01
2	Module số 2/ Module No. 2	Mô phỏng động lực học BHA, phân tích các rung động và nguy cơ kẹt cần; tối ưu hóa thiết kế BHA./ *Simulation of BHA dynamics, analysis of vibrations and stuck pipe risks; optimization of BHA design*	License vĩnh viễn./ *Perpetual license*	01

- Phiên bản phần mềm phải là sản phẩm thương mại hợp pháp, có bản quyền đầy đủ và được cung cấp kèm theo tài liệu hướng dẫn sử dụng.

The software version must be a legitimate commercial product with full licensing and provided together with user documentation.

- Phần mềm phải hoạt động ổn định, không làm gián đoạn quá trình sản xuất.

The software must operate reliably without disrupting production activities.

- Người sử dụng của Vietsovpetro có thể truy xuất và khai thác chương trình kiểm soát giấy phép từ bất kỳ điểm kết nối nào trong mạng máy tính của Vietsovpetro.

Vietsovpetro users must be able to access and manage the license control program from any connection point within the Vietsovpetro computer network.

- Các kỹ thuật kiểm soát giấy phép sử dụng phần mềm của nhà thầu không được hạn chế quyền sử dụng (liên tục, vĩnh viễn) của Vietsovpetro.

The Contractor's software license control mechanisms must not restrict Vietsovpetro's usage rights (continuous and perpetual).

- Giấy phép sử dụng phần mềm không giới hạn Vietsovpetro làm công tác dịch vụ cho bên thứ ba.

The software license must not limit as Vietsovpetro performs services for third parties..

3.2 Yêu cầu về khả năng kết nối và đồng bộ./ Requirements for Connectivity and Synchronization

Phần mềm có khả năng kết nối và đồng bộ theo thời gian thực với hệ thống phần mềm thiết kế giếng khoan "Integrated Drilling Software" hiện đang được sử dụng tại Viện NCKH&TK, LDVN Vietsovpetro, đảm bảo làm việc liên tục, không bị gián đoạn.

The software is capable of connecting and synchronizing in real time with the existing "Integrated Drilling Software" currently in use at the Research & Engineering Institute of Vietsovpetro Joint Venture, ensuring continuous and uninterrupted operation.

3.3 Bảo hành/ Warranty

Nhà cung cấp phải đảm bảo:

- Cung cấp giấy phép sử dụng phần mềm hợp pháp;
- Bảo hành phần mềm trong thời gian tối thiểu theo quy định của nhà sản xuất;
- Cung cấp các bản cập nhật phần mềm trong thời gian bảo hành (nếu có).

The Supplier shall ensure the following:

- *Provision of a legitimate software license;*
- *Software warranty for a minimum period in accordance with the manufacturer's regulations;*
- *Provision of software updates during the warranty period (if available).*

4. YÊU CẦU KỸ THUẬT, CÔNG NGHỆ ĐỐI VỚI HÀNG HÓA / TECHNICAL *AND TECHNOLOGICAL REQUIREMENTS FOR THE PRODUCT*

4.1 Module số 1/ Module No. 1

Module phải cho phép thực hiện các chức năng sau:

- Mô phỏng quá trình bơm trám xi măng trong giếng khoan;
- Tính toán thủy lực trong quá trình bơm xi măng;
- Mô hình hóa quá trình thay thế dung dịch khoan bằng vữa xi măng trong khoảng không vành xuyến;
- Tính toán và theo dõi ECD trong quá trình bơm trám;
- Cho phép thay đổi linh hoạt các tham số thiết kế như: thể tích xi măng; lưu lượng bơm; tỷ trọng vữa xi măng; thời gian bơm;
- Hỗ trợ tối ưu hóa thiết kế chương trình bơm trám xi măng nhằm nâng cao chất lượng cách ly xi măng trong giếng khoan.

The module shall allow the following functions:

- *Simulation of cementing operations in the wellbore;*
- *Hydraulic calculations during cement pumping operations;*
- *Modeling the displacement process of drilling fluid by cement slurry in the annulus;*
- *Calculation and monitoring of ECD (Equivalent Circulating Density) during cementing operations;*
- *Flexible modification of design parameters such as cement volume, pumping rate, cement slurry density, and pumping time;*
- *Support for optimization of the cementing program design to improve the quality of cement isolation in the wellbore.*

4.2 Module số 2/ Module No. 2

Module phải cho phép thực hiện các chức năng sau:

- Mô phỏng 3D cụm BHA (Bottom Hole Assembly);
- Phân tích xu hướng điều khiển quỹ đạo giếng khoan (build/drop);
- Phân tích xu hướng lệch trái/phải của quỹ đạo giếng khoan;
- Tính toán lực tác động lên choòng khoan và các định tâm;
- Phân tích các dạng rung động của cụm BHA trong quá trình khoan;

- Xác định tốc độ quay tới hạn có thể gây mỏi cần khoan;
- Phân tích nguy cơ kẹt cần khoan (stuck pipe);
- Hỗ trợ tối ưu hóa thiết kế cụm BHA nhằm nâng cao độ ổn định khi khoan và giảm nguy cơ sự cố cơ học.

The module shall provide the following functions:

- *3D simulation of the BHA (Bottom Hole Assembly);*
- *Analysis of well trajectory control tendencies (build/drop);*
- *Analysis of left/right deviation tendencies of the well trajectory;*
- *Calculation of forces acting on the drill bit and stabilizers;*
- *Analysis of BHA vibration modes during drilling operations;*
- *Determination of critical rotational speeds that may cause drill string fatigue;*
- *Analysis of stuck pipe risks;*
- *Support for optimization of BHA design to improve drilling stability and reduce the risk of mechanical failures.*

5. THỜI GIAN VÀ ĐỊA ĐIỂM GIAO HÀNG / *TIME AND LOCATION OF DELIVERY*

- Thời hạn giao hàng: nhà thầu phải hoàn thành việc bàn giao phần mềm trong vòng 02 tuần kể từ ngày ký hợp đồng.

Delivery time: the contractor must complete delivery of the Software within two (02) weeks from the date of signing the contract.

- Địa điểm giao hàng: phòng Khoan và Sửa giếng, Viện NCKH&TK, số 105 Lê Lợi, P.Vũng Tàu, Tp.HCM

Delivery location: Drilling and Well Workover Department, Research and Design Institute, Vietsovpetro, 105 Le Loi Street, Vung Tau Ward, Ho Chi Minh City, Vietnam..

6. HỖ TRỢ KỸ THUẬT CỦA NHÀ THẦU / *TECHNICAL SUPPORT OF CONTRACTOR*

- Cung cấp tài liệu hướng dẫn sử dụng phần mềm;

Provide user documentation for the software;

- Hỗ trợ cài đặt và cấu hình phần mềm;

Provide support for software installation and configuration.

- Trong trường hợp nhà thầu cung cấp chương trình kiểm soát giấy phép có ràng buộc với một thiết bị phần cứng máy chủ (master), khi phải thay đổi thiết bị do lý do chính đáng (hỏng phần cứng, hệ điều hành), nhà thầu cần chuyển giao giấy phép sử dụng mới, để bảo đảm khả năng sử dụng liên tục Phần mềm. Việc cấp phát này không tính phí và không phụ thuộc vào việc Vietsovpetro có hay không mua dịch vụ hỗ trợ kỹ thuật đối với Phần mềm.

In the case of providing the program controlling the License tied to a specific hardware device (master computer), when having to change the device due to legitimate reasons (failure of hardware, operating system), the contractor needs to switch delivery of a new license, to ensure continued use of the Software. This allocation is free of charge and does not depend on whether or not Vietsovpetro purchases technical support services for the Software.

- Nhà thầu có trách nhiệm cài đặt Phần mềm được cung cấp lên các máy tính trạm (slaver) của Vietsovpetro (khi có yêu cầu từ người sử dụng phần mềm) trong suốt thời gian bảo hành.

The contractor is responsible for installing well design application on Vietsovpetro's computer (slavers) when requested by the users throughout the warranty period.

- Nhà thầu có trách nhiệm thực hiện việc khởi tạo, chuyển đổi và kết nối dữ liệu cho Phần mềm được cài đặt (nếu có).

The Contractor is responsible for backing up, converting, restoring, and connecting data for the installed the Software (if any).

- Hỗ trợ kỹ thuật trong tất cả các vấn đề liên quan đến Phần mềm trong suốt thời hạn bảo hành.

Technical support in all issues related to well design application throughout the warranty period.

- Hỗ trợ kỹ thuật qua điện thoại, thư điện tử, hỗ trợ trực tuyến.

Technical support via phone, email, and online support.

- Hỗ trợ kỹ thuật tại chỗ, khắc phục sự cố khi cần thiết

On-site technical support, troubleshooting when necessary,

- Cung cấp các thông tin cập nhật về Phần mềm bao gồm: các cải tiến, các lỗi chương trình và cách khắc phục, các cảnh báo, các thông tin đào tạo và hội thảo.

Provide updated information about the well design application, including improvements, program errors and fixes, warnings, training information and seminars about the Software.

- Các dịch vụ hỗ trợ khác (nếu có, theo chính sách của nhà sản xuất phần mềm).

Other support services (if any, according to the software manufacturer's policy).

7. YÊU CẦU ĐỐI VỚI NHÀ THẦU / *REQUIREMENTS FOR CONTRACTOR*:

7.1. Yêu cầu chung đối với nhà thầu / *General requirements for Contractor*

- Nhà thầu là chủ sở hữu giấy phép Phần mềm hoặc nhà phân phối hợp pháp và cung cấp dịch vụ hỗ trợ kỹ thuật được ủy quyền từ chủ sở hữu giấy phép Phần mềm hoặc từ nhà phân phối chính thức trong khu vực (được chứng minh qua tài liệu đề xuất tại mục 8.1).

The Contractor is the Software owner or distributor and provides legal technical support services authorized by the Software owner or from an official distributor (proven through proposal document in section 8.1).

- Nhà thầu phải lập kế hoạch thực hiện các công việc và yêu cầu được nêu trong Yêu cầu kỹ thuật này.

The contractor must make a plan to carry out the work and requirements stated in this Technical Requirements.

- Thực hiện đầy đủ các hạng mục và nội dung công việc đảm bảo chất lượng và tiến độ.

Completely implement work items and content to ensure quality and progress.

- Nhà thầu được yêu cầu có trách nhiệm bảo đảm tính an toàn và bảo mật dữ liệu của Vietsovpetro.

Contractors are required to be responsible for ensuring the safety and security of Vietsovpetro's data.

7.2. Yêu cầu về năng lực kinh nghiệm của nhà thầu

- Nhà thầu có ít nhất 02 hợp đồng tương tự về cung cấp Phần mềm tương tự.

The contractor has at least 02 similar contracts providing the Software.

- Nhà thầu có tối thiểu 01 kỹ sư Công nghệ thông tin có kinh nghiệm 1 năm trở lên về công tác bảo hành giấy phép phần mềm (được chứng minh qua tài liệu đề xuất tại mục 8.1).

The contractor has at least 01 Information Technology engineer with 1 year or more experience in License warranty work (proven through proposal document in section 8.1).

- Nhà thầu có tối thiểu 01 kỹ sư chuyên ngành Khoan & Sửa giếng có kinh nghiệm 3 năm trở lên về việc hỗ trợ vận hành và sử dụng Phần mềm, và tham gia tối thiểu 02 dự án tương tự có sử dụng Phần mềm.

The contractor has at least 01 drilling & workover engineer with 3 years or more experience in supporting the operation and use of the Software and participating in at least 02 similar projects including performing work relating to the Software.

8. YÊU CẦU VỀ TÀI LIỆU KỸ THUẬT / *REQUIREMENTS ON TECHNICAL DOCUMENTS*:

Nhà thầu được yêu cầu cam kết cung cấp các tài liệu sau:

Contractors are required to commit to providing the following documents:

8.1. Yêu cầu tài liệu kỹ thuật giai đoạn đấu thầu / *Requirements for proposal document*

Nhà thầu phải cung cấp đầy đủ các tài liệu kỹ thuật như một phần của hồ sơ đề xuất và với các yêu cầu tối thiểu như sau

Contractor must provide all technical documents as part of the proposal documents with the minimum requirements as below:

- Tài liệu mô tả các chức năng của Phần mềm.

Technical documents describing functions of the Software.

- Hồ sơ năng lực của nhà thầu bao gồm các tài liệu chứng minh kinh nghiệm, chứng chỉ của nhà thầu liên quan đến việc thực hiện việc cung cấp.

The contractor's capacity profile includes documents proving the contractor's experience and certificates related to the implementation of the supply

- Hồ sơ chứng minh năng lực chuyên gia và nhân sự kỹ thuật tham gia thực hiện việc cung cấp bao gồm: chứng chỉ, hợp đồng lao động, tài liệu chứng minh chuyên môn.

Documents proving the capacity of experts and technical personnel participating in the provision include: certificates, labor contracts, documents proving expertise

- Tài liệu chi tiết về phương thức, kế hoạch kết nối làm việc với hệ thống phần mềm thiết kế giếng khoan “Integrated Drilling Software” đang được sử dụng tại Viện NCKH&TK - Vietsovpetro; và các giấy tờ liên quan để chứng minh cho khả năng kết nối làm việc đó.

- Detailed documentation on the method and plan for integration and interoperability with the “Integrated Drilling Software” well design system currently in use at the Research and Engineering Institute of Vietsovpetro; and relevant documents proving such integration and interoperability capability.

8.2. Yêu cầu về tài liệu kỹ thuật khi giao hàng / *Requirements for technical documents upon delivery*

- Tất cả tài liệu hướng dẫn cài đặt Phần mềm và sử dụng Giấy phép

All documents for installing the Software and utilizing the License.

- Tài liệu cấu hình cho trường hợp cụ thể ở Vietsovpetro (nếu có).

Configuration documents for specific cases at Vietsovpetro (if any).

- Tài liệu hướng dẫn người dùng Phần mềm.

User manuals of the Software.

- Các tài liệu khác liên quan công tác bảo hành cho Phần mềm.

Other documents related to warranty work for the Software.

9. YÊU CẦU VỀ CHỨNG CHỈ HÀNG HÓA / *REQUIREMENTS FOR CERTIFICATES OF THE GOODS:*

Nhà thầu được yêu cầu cung cấp các chứng chỉ, giấy phép sau:

Contractors must provide the following certificates and licenses:

- Giấy chứng nhận hoặc email xác nhận cung cấp giấy phép Phần mềm sử dụng tại Vietsovpetro.

Certificate or confirmation email providing the Software license for use at Vietsovpetro.

- Giấy chứng nhận quyền sở hữu giấy phép Phần mềm hoặc thư ủy quyền từ chủ sở hữu giấy phép phần mềm hoặc từ nhà phân phối chính thức trong khu vực.

Certificate of software license ownership or letter of authorization from the Software license owner or from the official distributor in the region.

- Chứng chỉ bảo hành của nhà cung cấp: bản chính.

Supplier's warranty certificate: original.

10. PHƯƠNG PHÁP ĐÁNH GIÁ CÁC CHÀO HÀNG KỸ THUẬT / *METHODOLOGY FOR EVALUATING TECHNICAL PROPOSALS*

- Các chào hàng kỹ thuật sẽ được đánh giá theo Bảng Tiêu chí đánh giá kỹ thuật các chào hàng kỹ thuật kèm theo.

The technical proposal will be evaluated based on the attached Technical evaluation criteria.

TIÊU CHÍ ĐÁNH GIÁ ĐỐI VỚI CHÀO HÀNG KỸ THUẬT
EVALUATION CRITERIA OF TECHNICAL PROPOSALS

V/v Mua phần mềm thiết kế giếng khoan
for procurement of well design software

Stt	Tên gọi tiêu chí *Criteria name*	Nội dung chào hàng *Contents of the proposal*	Đánh giá *Evaluation*	Lý do không đạt *Reasons for unqualified*	Ghi chú *Note*
1	*2*	*3*	*4*	*5*	*6*
1	**YÊU CẦU CHUNG ĐỐI VỚI HÀNG HÓA** **/ *GENERAL REQUIREMENTS FOR PRODUCTS***				
1.1	Mô tả hàng hóa *Description of the product*				
		Chào thầu kỹ thuật phù hợp với các yêu cầu tại mục 3.1 của Yêu cầu kỹ thuật *The technical proposal complies with the requirements in section 3.1 of the Technical Requirements*	**Đạt** ***Passed***		

		Không đáp ứng yêu cầu tại mục 3.1 của Yêu cầu kỹ thuật. *The technical proposal does not comply with the requirements in section 3.1 of the Technical Requirements*	**Không đạt** ***Failed***	Không phù hợp với yêu cầu *Does not comply with the requirements*	
1.2	Yêu cầu về khả năng kết nối và đồng bộ./ *Requirements for Connectivity and Synchronization*				
		Chào thầu kỹ thuật phù hợp với các yêu cầu tại mục 3.2 của Yêu cầu kỹ thuật *The technical proposal complies with the requirements in section 3.2 of the Technical Requirements*	**Đạt** ***Passed***		
		Không đáp ứng yêu cầu tại mục 3.2 của Yêu cầu kỹ thuật. *The technical proposal does not comply with the requirements in section 3.2 of the Technical Requirements*	**Không đạt** ***Failed***	Không phù hợp với yêu cầu *Does not comply with the requirements*	
1.3	Bảo hành *Warranty*				
		Chào thầu kỹ thuật phù hợp với các yêu cầu tại mục 3.3 của Yêu cầu kỹ thuật *The technical proposal complies with the requirements in section 3.3 of the Technical Requirements*	**Đạt** ***Passed***		
		Không đáp ứng yêu cầu tại mục 3.3 của Yêu cầu kỹ thuật. *The technical proposal does not comply with the requirements in section 3.3 of the Technical Requirements*	**Không đạt** ***Failed***	Không phù hợp với yêu cầu *Does not comply with the requirements*	

2	**YÊU CẦU KỸ THUẬT, CÔNG NGHỆ ĐỐI VỚI HÀNG HÓA / *TECHNICAL AND TECHNOLOGICAL REQUIREMENTS FOR THE PRODUCT***				
		Chào thầu kỹ thuật phù hợp với các yêu cầu tại mục 4 của Yêu cầu kỹ thuật *The technical proposal complies with the requirements in section 4 of the Technical Requirements*	**Đạt** ***Passed***		
		Không đáp ứng yêu cầu tại mục 4 của Yêu cầu kỹ thuật. *The technical proposal does not comply with the requirements in section 4 of the Technical Requirements*	**Không đạt** ***Failed***	Không phù hợp với yêu cầu *Does not comply with the requirements*	
3	**THỜI GIAN VÀ ĐỊA ĐIỂM GIAO HÀNG / *TIME AND LOCATION OF DELIVERY***				
		Cam kết đáp ứng yêu cầu về thời hạn và địa điểm giao hàng tại mục 5 của Yêu cầu kỹ thuật *The technical proposal complies with the requirements in section 5 of the Technical Requirements*	**Đạt** ***Passed***		
		Không cam kết đáp ứng yêu cầu về thời hạn và địa điểm giao hàng. *The technical proposal does not comply with the requirements in section 5 of the Technical Requirements*	**Không đạt** ***Failed***	Không phù hợp với yêu cầu *Does not comply with the requirements*	
4	**HỖ TRỢ KỸ THUẬT CỦA NHÀ THẦU / *TECHNICAL SUPPORT OF CONTRACTOR***				

		Cam kết đáp ứng các yêu cầu về hỗ trợ kỹ thuật tại mục 6 của Yêu cầu kỹ thuật *The technical proposal complies with the requirements in section 6 of the Technical Requirements*	**Đạt** ***Passed***		
		Không cam kết đáp ứng các yêu cầu về hỗ trợ kỹ thuật *The technical proposal does not comply with the requirements in section 6 of the Technical Requirements*	**Không đạt** ***Failed***	Không phù hợp với yêu cầu *Does not comply with the requirements*	
5	**YÊU CẦU ĐỐI VỚI NHÀ THẦU** **/ *REQUIREMENTS FOR CONTRACTOR***				
5.1	Các yêu cầu chung đối với nhà thầu *General requirements for Contractor*				
		Cam kết đáp ứng các yêu cầu chung đối với nhà thầu tại mục 7.1 của Yêu cầu kỹ thuật *The technical proposal complies with the requirements in section 7.1 of the Technical Requirements*	**Đạt** ***Passed***		
		Không cam kết đáp ứng các yêu cầu chung đối với nhà thầu *The technical proposal does not comply with the requirements in section 7.1 of the Technical Requirements*	**Không đạt** ***Failed***	Không phù hợp với yêu cầu *Does not comply with the requirements*	
5.2	Yêu cầu về năng lực kinh nghiệm của nhà thầu *Requirements on the contractor's ability and experience.*				

		Cam kết đáp ứng yêu cầu về năng lực kinh nghiệm của nhà thầu tại mục 7.2 của Yêu cầu kỹ thuật *Technical proposal complies with the requirements in section 7.2 of Technical Requirements*	**Đạt** ***Passed***		
		Không cam kết đáp ứng yêu cầu về năng lực kinh nghiệm của nhà thầu *The technical proposal does not comply with the requirements in section 7.2 of the technical Requirements*	**Không đạt** ***Failed***	Không phù hợp với yêu cầu *Does not comply with the requirements*	
6	**YÊU CẦU VỀ TÀI LIỆU KỸ THUẬT** ***REQUIREMENTS ON TECHNICAL DOCUMENTS***				
6.1	Yêu cầu tài liệu kỹ thuật giai đoạn đấu thầu *Requirements for proposal document*				
		Đáp ứng các yêu cầu về việc cung cấp tài liệu, hồ sơ tại mục 8.1 của Yêu cầu kỹ thuật *The technical proposal complies with the requirements in section 8.1 of the technical Requirements*	**Đạt** ***Passed***		
		Cung cấp tài liệu chưa đầy đủ theo yêu cầu tại mục 8.1 nhưng không ảnh hưởng đến việc đánh giá *The technical proposal partially meets the requirements in section 8.1 of the technical Requirements, but it will not impact the evaluation.*	**Chấp nhận** ***Accepted***	Chỉ chấp nhận đối với hồ sơ đề xuất có chào các mục: Hồ sơ năng lực của nhà thầu; hồ sơ năng lực chuyên gia *Only accept proposals that include the following items: Bidder's capacity profile; Expert competency profile*	

		Không đáp ứng các yêu cầu về việc cung cấp tài liệu, hồ sơ tại mục 8.1 của Yêu cầu kỹ thuật *The technical proposal does not comply with the requirements in section 8.1 of the technical Requirements*	**Không đạt** ***Failed***	Không phù hợp với yêu cầu *Does not comply with the requirements*	
6.2	Yêu cầu về tài liệu kỹ thuật khi giao hàng *Requirements for technical documents upon delivery*				
		Cam kết đáp ứng các yêu cầu về tài liệu kỹ thuật khi giao hàng tại mục 8.2 của Yêu cầu kỹ thuật *The technical proposal complies with the requirements in section 8.2 of the technical Requirements*	**Đạt** ***Passed***		
		Cam kết cung cấp tài liệu chưa đầy đủ theo yêu cầu nhưng không ảnh hưởng đến việc đánh giá *The technical proposal partially meets the requirements in section 8.2 of the technical Requirements, but it will not impact the evaluation.*	**Chấp nhận** ***Accepted***	Chỉ chấp nhận đối với hồ sơ đề xuất có chào các mục: Các tài liệu liên quan đến bảo hành *Only accept proposals that include the following items: documents related to warranty work*	
		Không cam kết đáp ứng các yêu cầu về tài liệu kỹ thuật khi giao hàng *The technical proposal does not comply with the requirements in section 8.2 of the technical Requirements*	**Không đạt** ***Failed***	Không phù hợp với yêu cầu *Does not comply with the requirements*	
7	**YÊU CẦU VỀ CHỨNG CHỈ HÀNG HÓA** ***REQUIREMENTS FOR CERTIFICATES OF THE GOODS:***				

		Cam kết đáp ứng các yêu cầu về việc cung cấp các chứng chỉ, giấy phép tại mục 9 của Yêu cầu kỹ thuật *The technical proposal complies with the requirements in section 9 of the technical Requirements*	**Đạt** ***Passed***		
		Không cam kết đáp ứng các yêu cầu về việc cung cấp các chứng chỉ, giấy phép *The technical proposal does not comply with the requirements in section 9 of the technical Requirements*	**Không đạt** ***Failed***	Không phù hợp với yêu cầu *Does not comply with the requirements*	

ĐÁNH GIÁ / *EVALUATION* :

1. Đề xuất kỹ thuật được đánh giá ĐẠT YCKT khi tất cả các tiêu chí được đánh giá ĐẠT và CHẤP NHẬN.
The technical proposal is evaluated as PASSED when all criteria are evaluated as PASS and ACCEPTED.

2. Đề xuất kỹ thuật được đánh giá KHÔNG ĐẠT YCKT khi có ít nhất một tiêu chí được đánh giá KHÔNG ĐẠT.
The technical proposals is evaluated FAILED when at least one criterion is FAIL.