



INVITATION TO BID

**Procurement: Reevaluate the 2024 international credit rating for
PetroVietnam Power Corporation**

Issued on: 08 / 7 / 2024

Issued together with Decision No. 631 / QĐ-ĐLĐK dated 08 / 7 / 2024

Investor: PetroVietnam Power Corporation

Legal representative of soliciting entity) *lot*
[Full name, position, signature, and seal]



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SUMMARY DESCRIPTION

Part 1. INSTRUCTIONS FOR BIDDERS

Chapter I. Procedures for bidding

This Chapter provides information that helps bidders prepare their bid-envelopes, including regulations on preparing, submitting, opening, evaluating bid-envelopes, completing, and concluding the contract.

Chapter II. Datasheet

This Chapter provides specific regulations applied to each particular procurement.

Chapter III. Criteria for evaluation of Bid proposal

This Chapter consists of criteria for evaluating validity of bid-envelopes; criteria for technical and financial evaluation of bid-envelopes.

Chapter IV. Tender Forms

This chapter includes the forms that the Contractor will need to complete as part of the bid submission.

PART 2. REQUIREMENTS REGARDING THE SCOPE OF WORK

Chapter V. Scope of work

This chapter covers the scope of works that the Contractor must execute to deliver the related services.

ABBREVIATIONS

CDNT	Contractor's instructions
BDL	Datasheet
ITB	Invitation to bid
BBG	Bid proposal
PV Power	PetroVietnam Power Corporation
USD	US dollar

PART 1. INSTRUCTIONS FOR BIDDERS

CHAPTER I. BIDDING PROCEDURES

1. Scope of the contract package and funding sources	<p>1.1. The inviting party stipulated in the Datasheet (BDL) issues this Invitation to bid (ITB) to select a Contractor to perform the procurement service package described in Part 2 - Requirements regarding the scope of work.</p> <p>1.2. Name of Procurement stipulated in the BDL.</p> <p>1.3 Sources of capital for execution of the contract are specified in the BDL.</p>
2. Explanation of terms in bidding	<p>2.1. The deadline for submission is the time when the Bid proposal deadline expires and is stipulated in the BDL.</p> <p>2.2. The date is the Gregorian calendar date, including weekends, holidays, and Tet holidays as stipulated by labor law.</p> <p>2.3. The time and dates referred to are in Vietnam Standard Time (GMT+7).</p>
3. Prohibited behaviors	<p>3.1. Offering, receiving, or facilitating bribery.</p> <p>3.2. Abusing one's position or authority to unlawfully intervene in bidding activities.</p> <p>3.3. Collusion, including the following actions:</p> <ul style="list-style-type: none">a) Agreeing to withdraw from bidding or withdraw a bid previously submitted to allow one or more parties to agree to win the bid;b) Agreeing for one or more parties to prepare bids for participants to enable one party to win the bid;c) Agreeing to refuse to supply goods, not sign subcontract contracts, or engage in other forms of obstruction for non-participating parties in the agreement. <p>3.4. Fraud, including the following actions:</p> <ul style="list-style-type: none">a) Intentionally presenting false or distorted information, records, or documents by a party in the bidding process to gain financial or other benefits or to evade any obligations;b) Individuals directly assessing quotations, deliberately reporting incorrectly or providing dishonest information to distort the selection of the Contractor;c) Contractors intentionally providing dishonest information in quotations to distort the selection of the Contractor. <p>3.5. Obstruction, including the following actions:</p> <ul style="list-style-type: none">a) Destroying, deceiving, altering, concealing evidence or falsifying

reports; threatening, harassing, or suggesting to any party to prevent the clarification of acts of offering, receiving, or facilitating bribery, fraud, or collusion to authorities responsible for monitoring, inspecting, auditing, or investigating;

b) Acts of obstruction against Contractors or authorities responsible for monitoring, inspecting, auditing, or investigating.

3.6. Lack of fairness and transparency, including the following actions:

a) Participating in bidding as a Contractor for a tender package managed by oneself as the inviting party, Investor, or performing duties of the inviting party, Investor;

b) Participating in drafting and simultaneously participating in evaluating the Request for Quotation (RFQ) for the same tender package;

c) Participating in evaluating bids and simultaneously participating in evaluating the selection results of the Contractor for the same tender package;

d) Being an individual affiliated with the inviting party, Investor but directly participating in the Contractor selection process or participating in the expert team, evaluating team for selecting the Contractor, or being the head of the Investor, inviting party for tender packages of biological parents, parents-in-law, or step-parents, spouses, biological children, adopted children, daughters-in-law, sons-in-law, siblings who are named bidders or legal representatives of participating contractors;

e) Contractors participating in bidding for procurement packages for goods or services that they previously provided consulting services for;

f) Being named as a bidder for a tender package in a project where the Investor, inviting party is an organization where the individual worked within the last 12 months from the date of leaving that organization;

g) Applying a selection method other than open bidding when not meeting the conditions as prescribed;

h) Dividing projects or procurement budgets into tender packages contrary to regulations to designate contractors or restrict the participation of contractors.

3.7. Disclosure or receipt of the following documents or information about the contractor selection process, except as prescribed by law:

a) ITB content before the issuance date as prescribed;

b) Bid proposals (BBG), notebooks, minutes of bid evaluation

	<p>meetings, opinions, comments, evaluations for each BBG before publicizing the Contractor selection results;</p> <p>c) Clarification requests for ITB from the inviting party and responses from Contractors during the BBG evaluation process before publicizing the Contractor selection results;</p> <p>d) Reports from the inviting party, expert team reports, evaluation reports, reports from consulting contractors, reports from relevant specialized agencies during the Contractor selection process before publicizing the Contractor selection results;</p> <p>e) Contractor selection results before public disclosure as prescribed;</p> <p>f) Other documents in the Contractor selection process sealed confidentially as prescribed by law.</p> <p>3.8. Transfer of contract, including the following actions:</p> <p>a) The contractor transfers to another contractor a portion of the work under the tender package valued at 10% or more (after deducting the work under the responsibility of subcontractors) based on the signed contract price.</p> <p>b) The Investor, supervising consultant approves the contractor to transfer the work under the responsibility of execution of the Contractor, excluding the work under the responsibility of the subcontractor declared in the contract.</p> <p>3.9. Selecting a contractor when the funding source for the package has not been determined leading to the contractor's delayed capital debt situation.</p>
<p>4. Eligibility of bidders</p>	<p>A contractor is eligible when all of the following conditions are satisfied:</p> <p>4.1. The bidder has been granted registration by a competent authority of the country in which the bidder is operating.</p> <p>4.2. The bidder is not undergoing dissolution process, is not thrown into bankruptcy, and does not incur bad debts as prescribed by law.</p> <p>4.3. Ensuring competition in bidding as stipulated in the BDL.</p> <p>4.4. The bidder is not banned from bidding.</p>
<p>5. Content of ITB</p>	<p>5.1. The ITB consists of Parts 1, 2, and along with the ITB amendment documents as stipulated in Section 7 of the CDNT (if any), specifically including the following contents:</p> <p>Part 1: Instructions for bidders</p> <ul style="list-style-type: none"> - Chapter I. Procedures for bidding; - Chapter II. Datasheet;

	<p>- Chapter III. Criteria for evaluation of Bid proposal; - Chapter IV. Tender Forms.</p> <p>Part 2. requirements regarding the scope of work:</p> <p>Chapter V. Scope of work</p> <p>5.2. Invitation to Bid/Notice to Bid issued or provided by the inviting party is not part of ITB.</p> <p>5.3. The inviting party will not be responsible for the accuracy, completeness of ITB, "The explanatory documents clarifying the ITB, pre-bid conference minutes (if any), or ITB amendment documents as stipulated in Section 7 of the CDNT, if these documents are not provided by the inviting party. In case of conflicting content between the documents received by the Contractor, the documents issued by the inviting party will prevail."</p> <p>5.4. Contractors must study all instructions, forms, scope of work requirements, and other requirements in the ITB to prepare their bid proposals, including all information or documents as requested by the ITB.</p>
<p>6. Explain ITB</p>	<p>6.1. In case clarification of the ITB is needed, the Contractor must submit a written request for clarification to the inviting party or pose questions during the pre-bid conference (if applicable). Upon receiving the Contractor's request for clarification of the ITB before the bid submission deadline, at least a specified number of days as stipulated in the BDL, the inviting party must provide a written response addressing all requests for clarification of the ITB. The inviting party will send the clarification of the ITB to the requesting Contractor and all other Contractors who have received the ITB from the inviting party, describing the content of the clarification requests without disclosing the names of the requesting Contractors. If the clarification necessitates amendments to the ITB, the inviting party must proceed with amending the ITB according to the procedures outlined in Sections 7 and 19.2 of CDNT.</p> <p>6.2. When necessary, the inviting party shall organize a pre-bid conference to discuss unclear aspects of the ITB identified by Contractors. Discussions from the conference will be recorded in minutes and compiled into a clarification document for the ITB, which will be sent to all Contractors who have purchased or received the ITB from the inviting party. If amendments to the ITB are required following the pre-bid conference, the inviting party will issue revised ITB documents as per Section 7 of CDNT; the minutes of the pre-bid conference are not considered as amended ITB documents. Non-participation in the pre-bid conference is not a reason for disqualification of Contractors.</p>
<p>7. Amendments to the ITB</p>	<p>7.1. Amendments to the ITB shall be made before the bid submission deadline through the issuance of amendment documents to the ITB.</p> <p>7.2. The amendment documents to the ITB are considered part of</p>

	<p>the ITB and must be communicated in writing to all Contractors who have received the ITB from the inviting party.</p> <p>7.3. The amendment documents to the ITB shall be sent to the Contractors who have received the ITB from the inviting party within the timeframe specified in BDL. To allow Contractors sufficient reasonable time to amend their bid proposals, the inviting party may decide to extend the bid submission deadline as stipulated in Section 17.2 of the CDNT. Contractors must notify the inviting party that they have received the amendment documents using one of the following methods: direct written communication, postal mail, fax, or email.</p>
8. Bidding costs	Contractors are responsible for all costs associated with participating in the bidding process. In every circumstance, the inviting party will not be liable for any expenses related to a Contractor's participation in the bidding process.
9. Language of the BBG	The BBG as well as all correspondence and documents related to the Bid Proposal exchanged between the contractor and the inviting party shall be written in the language specified in BDL .
10. Components of the BBG	<p>The Bid Proposal (BBG) must include the following components:</p> <p>11.1. Bid form as specified in Section 11 of the CDNT.</p> <p>11.2. Consortium agreement for cases of consortium bidding using Form No. 03 in Chapter IV - Bid Forms (if applicable).</p> <p>11.3. Documentation proving the contractor's legal status as required in Section 4 of the CDNT.</p> <p>11.4. Documentation proving the legal status of the signatory of the bid form.</p> <p>11.6. Documentation demonstrating the contractor's capabilities and experience as required in Section 15 of the CDNT.</p> <p>11.7. Proposal on documents proving the suitability of related services as required in Section 14 of the CDNT.</p> <p>11.8. Proposal on price and complete information in the tables as required in Sections 11 and 12 of the CDNT.</p> <p>11.9. Other contents as stipulated in the BDL.</p>
11. Bid forms and tables	The contractor must prepare the bid form and corresponding tables according to the template specified in Chapter IV - Bid Forms.
12. The bid price and discounts	<p>12.1. The bid price is the price stated by the Contractor in the bid form (excluding discounts), as required in Section 2 - Scope of Work Requirements.</p> <p>12.2. The Contractor must submit the BBG for all work described in Section 1.1 of the CDNT, specifying the bid price, total amount for all services listed under the "Service Description" columns according to the corresponding templates specified in Chapter IV - Bid Forms. In cases where the Contractor does not specify a value</p>

	<p>or lists "0" in the "bid price" and "total amount" columns, it will be considered that the Contractor has allocated the price of this service to other services within the bid package. The Contractor is responsible for providing services as required in the ITB and shall not be paid by the Employer during the contract execution. In each Bid Form, the Contractor must bid as required in the Bidding Document.</p> <p>12.3. If the Contractor proposes discounts, they may be directly stated in the bid form or separately proposed in a discount letter. In case of discounts, the Contractor must specify the content and method of discounting in specific items listed under the "Service Description" column. If the method of discounting is not specified, it will be understood to apply evenly to all items listed under the "Service Description" column. If there is a discount letter, it may be included with the BBG or submitted separately, but must be ensured that the Employer receives it before the bid closing time. The discount letter will be preserved by the Employer as part of the Contractor's BBG and opened simultaneously with the Contractor's BBG.</p> <p>12.4. The Contractor is responsible for the bid price to complete the works as required in the ITB. In cases where the Contractor's bid price structure is unusual, the Employer may request clarification from the Contractor regarding the price structure according to Section 22 of CDNT.</p> <p>The Contractor's bid price does not include taxes, fees, or charges (if any).</p> <p>12.5. If the Contractor discovers that the quantities of work items listed under the "Service Description" column are inaccurately described compared to the design or requirements specified in Part 2 - Scope of Work Requirements, the Contractor may notify the Employer and prepare a separate pricing schedule for this discrepancy for the Employer's consideration. The Contractor may not include this discrepancy in the bid price.</p>
<p>13. Bid currency and payment currency</p>	<p>Bid currency and payment currency stipulated in BDL.</p>
<p>14. Documentation proving the suitability of related services</p>	<p>14.1. To demonstrate the compliance of related services with the requirements of ITB, the Contractor must provide documents as part of the BBG to prove that the services provided meet the requirements specified in Chapter V – Scope of Work.</p> <p>14.2. Documentation proving the suitability of related services may include similar contracts already executed or reports/publications related to similar contracts already executed.</p>

<p>15. Documentation proving the capacity and experience of the Contractor</p>	<p>15.1. The Contractor must enter necessary information into the Forms in Chapter IV - Bid Forms to demonstrate the capability and experience in contract execution as specified in Chapter III - Evaluation Criteria of the BBG. The Contractor must prepare original documents ready for verification upon request by the Bidder.</p> <p>15.2. The documents to prove the capacity to execute the contract of the Contractor if awarded according to the provisions in BDL.</p>
<p>16. Validity period of the BBG</p>	<p>16.1. The BBG must have a validity period not shorter than the timeframe specified in the BDL. Any BBG with a shorter validity period will not be further considered or evaluated.</p> <p>16.2. If necessary, before the expiration of the BBG's validity period, the Bidder may request Contractors to extend the BBG's validity. If the Contractor does not accept the extension of the BBG's validity, their BBG will not be further considered. The Contractor accepting the extension request is not allowed to change any BBG terms. The extension request, acceptance, or refusal must be in writing.</p>
<p>17. Bid submission deadline</p>	<p>17.1. The Contractor submits the BBG directly to PetroVietnam Power Corporation as stipulated in the BDL.</p> <p>17.2. The Bidder may extend the bid submission deadline by amending the ITB as per Section 7 of CDNT. When extending the bid submission deadline, all responsibilities of the Bidder and Contractor according to the original bid submission deadline will be adjusted according to the newly extended bid submission deadline.</p>
<p>18. Submit BBG</p>	<p>The Contractor submits only one set of BBG. In the case of a consortium, the lead member of the consortium (as agreed upon within the consortium) submits the BBG after obtaining approval from all consortium members.</p>
<p>19. Withdraw, replace, and amend the BBG</p>	<p>19.1. In case amendments to the submitted BBG are necessary, the Contractor must withdraw the entire previously submitted BBG to make the necessary changes. After completing the amended BBG, the Contractor submits the new BBG. If the Contractor submitted the BBG before the Bidder amended the ITB (if applicable), the Contractor must submit a new BBG that complies with the amended ITB.</p> <p>19.2. The Contractor is only allowed to withdraw, amend, and resubmit the BBG before the bid submission deadline. After the bid submission deadline, all successfully submitted BBGs will be opened for evaluation.</p>
<p>20. Bid opening</p>	<p>20.1. The Bidder must conduct bid opening and publicly announce the bid opening minutes on the PV Power website within a period</p>

	<p>not exceeding 2 hours from the bid submission deadline. If fewer than 3 Bidders submit BBGs, the Bidder shall open bids immediately without further processing as per regulations. If no Bidders submit BBGs, the Bidder shall report to the Investor for consideration to extend the bid submission deadline or reorganize the bidder selection process.</p> <p>20.2. The bid opening minutes are publicly posted on the PV Power website and include the following key information:</p> <p>a) Information about the bid package:</p> <ul style="list-style-type: none"> - Bid package name; - Bidder's name; - Contractor selection method; - Contract type; - Bid opening completion time; - Total number of participating Bidders. <p>b) Information about participating Bidders:</p> <ul style="list-style-type: none"> - Bidder's name; - Bid price; - Percentage (%) discount (if any); - Bid price after discount (if any); - Validity period of the BBG; - Contract performance period; - Other relevant information (if applicable).
<p>21. Confidentiality</p>	<p>21.1. Information related to the evaluation of BBG and proposals for contract award must be kept confidential and not disclosed to Bidders or anyone not officially involved in the contractor selection process until the results of the contractor selection are publicly announced. Under no circumstances should the information in this Bid Bond Guarantee (BBG) be disclosed to other Bidders, except information disclosed during bid opening.</p> <p>21.2. Except for clarifications on BBG as per Section 22 of CDNT and contract negotiations, the Contractor is not allowed to communicate with the Bidder on issues related to their BBG and other matters related to the bid package from bid opening until the contractor selection results are publicly announced.</p>
<p>22. Clarify BBG</p>	<p>22.1. After bid opening, the Contractor is responsible for clarifying the BBG as requested by the Bidder. All requests for clarification from the Bidder and responses from the Contractor must be made in writing. If the Contractor's BBG lacks documentation proving its valid status, capacity, and experience, the Bidder requests the Contractor to clarify and provide additional documentation to</p>

	<p>demonstrate these qualifications. The Contractor must notify the Bidder of receiving the written request to clarify the BBG by one of the following methods: direct delivery, postal mail, fax, or email..</p> <p>22.2. The clarification of the BBG between the Contractor and the Bidder is conducted through written communication or email.</p> <p>22.3. Within the timeframe stipulated in the BDL, if the Contractor discovers their BBG lacks documentation proving its valid status, capacity, and experience, the Contractor is allowed to submit documents to the Bidder to clarify their qualifications and experience. The Bidder is responsible for receiving and reviewing the Contractor's clarification documents; these clarification documents regarding qualifications, capacity, and experience are considered part of the BBG. The Bidder must notify the Contractor in writing upon receiving the clarification documents by one of the following methods: direct delivery, postal mail, fax, or email.</p> <p>22.4. Clarification of the BBG is only conducted between the Bidder and the Contractor whose BBG needs clarification. The content of BBG clarification is preserved by the Bidder as part of the BBG. For clarification content directly affecting the assessment of qualifications, capacity, and experience, if the clarification deadline passes without the Contractor providing clarification or providing clarification that does not meet the Bidder's clarification requirements, the Bidder will evaluate the Contractor's BBG based on the BBG submitted before the bid submission deadline.</p> <p>22.5. If necessary, the Bidder may send a written request to the Contractor likely to be awarded the contract to meet directly with the Bidder to clarify the BBG. The clarification content of the BBG must be specifically recorded in the minutes. Clarification of the BBG in this case must ensure objectivity and transparency.</p>
<p>23. Errors, conditions, and omissions of content</p>	<p>Here are the definitions applicable to the BBG evaluation process:</p> <p>23.1. "Errors" are deviations from the requirements stated in the ITB.</p> <p>23.2. "Conditions" are the establishment of conditions that are restrictive or indicate non-complete acceptance of the requirements stated in the ITB.</p> <p>23.3. "Omissions of content" are when the Contractor fails to provide part or all of the information or documents as required in the ITB.</p>
<p>24. Assessment of compliance of the BBG</p>	<p>Here are the definitions and provisions regarding the assessment of compliance of the BBG:</p> <p>24.1. The Bidder will determine the compliance of the BBG based</p>

	<p>on its content as specified in Section 10 of the CDNT.</p> <p>24.2. Basic compliance of the BBG means that the BBG meets the requirements stated in the ITB without fundamental errors, conditions, or omissions of content. Fundamental errors, conditions, or omissions of content refer to points in the BBG that:</p> <p>a) If accepted, would significantly impact the scope or quality of the related service; impose significant restrictions and are not consistent with the Investor's rights or the Contractor's obligations under the contract;</p> <p>b) If corrected, would unfairly affect the competitive position of other Bidders whose BBG meets the basic requirements of the ITB.</p> <p>24.3. If the BBG does not fundamentally meet the requirements stated in the ITB, it will be disqualified. It is not permissible to amend fundamental errors, conditions, or omissions of content in the BBG to make it compliant with the basic requirements of the ITB.</p>
<p>25. Non-material errors or deficiencies</p>	<p>Here are the provisions regarding non-material errors or deficiencies in the BBG:</p> <p>25.1. Provided that the BBG meets the basic requirements stated in the ITB, the Bidder may accept non-material errors that are not fundamental errors, conditions, or omissions of content in the BBG.</p> <p>25.2. If the BBG meets the basic ITB requirements, the Bidder may request the Contractor to provide necessary information or documents within a reasonable timeframe to rectify non-material errors related to document requirements. These requests for information and documents to address these errors are unrelated to any aspect of the bid price. Failure to meet these requirements by the Bidder may result in disqualification of the BBG.</p> <p>25.3. If the BBG meets the basic ITB requirements, the Bidder will adjust non-material and quantifiable errors related to the bid price. Accordingly, the bid price will be adjusted to reflect costs for items that are missing or do not meet requirements; this adjustment is solely for the purpose of comparing BBGs.</p>
<p>26. Subcontractor</p>	<p>26.1. The main contractor shall enter into a contract with subcontractors listed in the Appendix of Subcontractors Form No. 03 of Chapter IV - Tender Form. The use of subcontractors shall not alter the responsibilities of the main contractor. The main contractor shall be responsible for the quantity, quality, progress, and other obligations regarding the work performed by subcontractors. The capabilities and experience of subcontractors shall not be considered when evaluating the main contractor's BBG, except in cases where the Tender Invitation specifies the use of a particular subcontractor. The main</p>

	<p>contractor itself must meet the competence criteria (without considering the capabilities and experience of the subcontractors).</p> <p>In the context of the BBG, if the main contractor does not propose to use a subcontractor for a specific task or does not anticipate using subcontractors for the tasks, it is understood that the main contractor is responsible for executing all the works included in the tender package. If during the contract implementation process it is discovered that subcontractors are being used, the main contractor will be considered to have violated the "subcontracting" provisions as stipulated in Section 3 of the CDNT.</p> <p>26.2. The main contractor is not permitted to use subcontractors for tasks other than those listed and specified in the BBG. Substituting or adding subcontractors outside of the listed subcontractors in the BBG is only allowed with reasonable and justifiable reasons, and with the approval of the Investor. Using subcontractors for tasks other than those specified in the BBG, and outside the listed subcontractors without Investor approval, will be considered a violation of the "subcontracting" provisions.</p> <p>26.3. The Investor may allow the main contractor to use special subcontractors as regulated in the BDL. In this case, the main contractor must list the special subcontractors. The inviting party will evaluate the capacity and experience of the special subcontractors according to the evaluation criteria specified in the ITB. If the special subcontractor does not meet the requirements of the ITB and the main contractor does not have the capacity or experience to fulfill the tasks designated for the special subcontractor, then the BBG of the main contractor will be evaluated as not meeting the requirements of the ITB.</p>
<p>27. Evaluate BBG</p>	<p>27.1. The procuring entity will apply the listed evaluation criteria in this section and evaluate BBGs according to the methods specified in the BDL. No other criteria or evaluation methods are allowed.</p> <p>27.2. Verification and assessment of BBG validity:</p> <p>a) Verification and assessment of BBG validity will be carried out in accordance with the regulations in Chapter III, Section 1 - Criteria for evaluation of Bid proposal</p> <p>b) Bidders with valid BBGs will undergo further evaluation regarding their capabilities and experience.</p> <p>27.3. Evaluation of capability and experience:</p> <p>a) Evaluation of capability and experience will follow the evaluation standards specified in Chapter III, Section 2 - Criteria for evaluation of Bid proposal.</p>

	<p>b) Bidders demonstrating the required capability and experience will undergo further evaluation regarding their pricing.</p> <p>27.4. After evaluating pricing, the procuring entity will create a ranked list of bidders for approval by the Investor. The top-ranked bidder will be invited to negotiate the contract. The ranking of bidders will be conducted in accordance with the regulations specified in the BDL.</p>
<p>28. Contract negotiation</p>	<p>28.1. The contract negotiation must be based on the following foundations:</p> <ul style="list-style-type: none"> a) Evaluation report of BBG; b) BBG and clarifying documents (if any) from the contractor; c) ITB and clarifying or modified ITB documents (if any). <p>28.2. Principles of contract negotiation:</p> <ul style="list-style-type: none"> a) Negotiations regarding insufficiently detailed, unclear, or non-conforming aspects between ITB and BBG, or among different elements within BBG, may lead to disputes or affect the responsibilities of the parties during contract execution; b) No negotiation on elements where the contractor complies exactly with the requirements of ITB. <p>28.3. Contents of contract negotiation:</p> <ul style="list-style-type: none"> a) Personnel negotiation: During the negotiation process, the contractor is not allowed to change key personnel (personnel proposed in BBG or personnel already replaced before contract negotiation), except in cases where the BBG evaluation period exceeds regulations or due to force majeure preventing the proposed key personnel from participating in contract execution. In such cases, the contractor is permitted to substitute other personnel, ensuring that the replacement personnel have equivalent or higher qualifications, experience, and capabilities compared to the proposed personnel, and the contractor is not allowed to change the bid price; b) Negotiation on issues arising during contractor selection (if any) aimed at refining detailed contents of the contract package;

	<p>c) Negotiation on non-serious errors as defined in Section 25 of CDNT;</p> <p>d) Negotiation on other necessary contents.</p> <p>28.4. During contract negotiation, the participating parties proceed to finalize the draft contract document; specific conditions of the contract, contract appendices including detailed scope of work, and price lists.</p> <p>28.5. In case the negotiation is unsuccessful, the inviting party reports to the investor for consideration, deciding to invite the next-ranked contractor for negotiation; if negotiation with subsequent ranked contractors is unsuccessful, the inviting party reports to the investor for consideration, deciding to cancel the tender according to Section 30(a) of CDNT.</p> <p>28.6. In cases where objective reasons or force majeure prevent the contractor from negotiating directly with the inviting party, the inviting party may consider and negotiate via online means.</p>
<p>29. Conditions for Awarding the Contract</p>	<p>Conditions for Awarding the Contract</p> <p>A contractor will be considered and recommended for contract award if they meet the following conditions:</p> <p>29.1. Have a valid BBG according to the requirements stated in Section 1 of Chapter III;</p> <p>29.2. Have the capacity and experience meeting the requirements stated in Section 2 of Chapter III;</p> <p>29.3. Have a non-conformance deviation not exceeding 10% of the bid price;</p> <p>29.4. Meet the conditions stated in the BDL;</p> <p>29.5. Have a proposed contract award price (excluding taxes, fees, and charges, if any) that does not exceed the approved package price. In case the approved package estimate is lower or higher than the approved package price, this estimate will replace the package price as the basis for contract award consideration.</p>
<p>30. Cancellation of Bidding</p>	<p>30.1. The procuring entity will announce the cancellation of the bidding under the following circumstances:</p>

	<p>a) All BBGs do not meet the requirements stated in the ITB;</p> <p>b) There are changes in the objectives or scope of investment specified in the ITB;</p> <p>c) The ITB does not comply with the legal regulations on bidding or other relevant laws, resulting in the selected contractor not meeting the requirements to perform the package or project;</p> <p>d) There is evidence of bribery, receiving or offering bribes, collusion, fraud, abuse of position, or unlawful interference in the bidding process, leading to the distortion of the contractor selection results.</p> <p>30.2. Organizations or individuals violating bidding laws, resulting in the cancellation of the bidding (as specified in points c and d of Clause 30.1 CDNT), must compensate the relevant parties for incurred costs and will be subject to legal actions as per the law.</p>
<p>31. Notification of Contractor Selection Results</p>	<p>31.1. Within the time frame specified in the BDL, the procuring entity must send notifications of the contractor selection results to the participating contractors via mail, fax, or email and publish the results on PV Power's website. The notification must include the following details:</p> <p>a) Name of the procurement;</p> <p>b) Name of the selected contractor;</p> <p>c) Current contact address of the selected contractor;</p> <p>d) Winning bid price;</p> <p>e) Type of contract;</p> <p>f) Contract execution period;</p> <p>g) List of contractors not selected and a summary of the reasons for the non-selection of each contractor.</p> <p>31.2. In the case of bid cancellation as specified in point a of Section 30.1 CDNT, the notification must clearly state the reason for the cancellation.</p> <p>31.3. After notifying the contractor selection results as specified in Section 31.1 CDNT, if a non-selected contractor requests an explanation for their non-selection, the procuring entity must respond in writing within a maximum of 5 working days from the date of the notification.</p>
<p>33. Notification of BBG Acceptance</p>	<p>Along with the notification of the bid selection results, the procuring entity must send a notification of BBG acceptance, including the time frame for finalizing and signing the contract, to the selected contractor. This is contingent upon the contractor being verified as capable of effectively performing the contract. The BBG acceptance notification is a part of the contract documentation.</p>
<p>34. Contract Signing</p>	<p>34.1. At the time of contract signing, the BBG of the selected contractor remains valid.</p> <p>34.2. At the time of contract signing, the selected contractor must</p>

Conditions	<p>ensure compliance with the requirements for capability to execute the package. If in reality the contractor no longer meets the basic requirements for capability and experience as stipulated in the ITB, the Investor shall refuse to sign the contract with the contractor. In this case, the Investor will cancel the decision approving the contractor selection, the BBG approval notice, and the previous contract, and invite the next ranked contractor for contract negotiation.</p> <p>34.3. The Investor must ensure conditions regarding advance payment, payment capital, and other necessary conditions to implement the package as scheduled.</p>
35. Handling Complaints in Tendering	<p>When their legal rights and interests are affected, contractors have the right to submit a complaint regarding issues in the contractor selection process, the selection results, to the Investor, the authorized person, or the Advisory Council at the addresses specified in the BDL. The resolution of complaints in the tendering process shall be conducted in accordance with current regulations.</p>
36. Monitoring and supervision of the contractor selection process	<p>When detecting actions or content that do not comply with the legal provisions of the bidding law, the contractor is responsible for notifying the organization or individual tasked with monitoring and supervision according to the regulations in the Bidding Documents.</p>

CHAPTER II: DATASHEET

CDNT 1.1	The name of the inviting party is PetroVietnam Power Corporation (PV Power)
CDNT 1.2	Procurement: Reevaluate the 2024 international credit rating for PetroVietnam Power Corporation
CDNT 1.3	<p>The source of funds: Business operation costs and contingency costs of PV Power in 2024.</p> <p>The organization of contractor selection is carried out according to (i) Decision No. 656/QD-DLKD dated October 19, 2022, of the Board of Directors of PV Power approving and issuing the Regulations on Management of Procurement of Goods and Services from the Production and Business Operation Funds of Vietnam Oil and Gas Power Joint Stock Corporation, and its amendments, supplements (ii) Decision No. 441/QD-DLKD dated June 5, 2023, of the General Director of PV Power approving and issuing the Regulations on Procurement of Goods and Services from the Production and Business Operation Funds of Vietnam Oil and Gas Power Joint Stock Corporation, and its amendments, supplements.</p>
CDNT 4.3	<p>Ensure competition in bidding according to the following regulations:</p> <ul style="list-style-type: none"> - Bidders shall not have shares or capital contributions with consultancy firms (*); nor shall they collectively hold shares or capital contributions exceeding 20% with any other organization or individual. Specifically: <ul style="list-style-type: none"> + Consultancy for preparation, verification, appraisal of estimates; + Consultancy for preparation, appraisal of ITB; + Consultancy for evaluation of BBG; appraisal of contractor selection results. <p><i>(*)The consulting contractor must be independent legally and financially from the investor and the inviting party.</i></p>
CDNT 6.1	The inviting party must receive a request for clarification on ITB no later than 03 working days before the bid closing date.
CDNT 7.3	<p>The amended ITB documents will be sent by the inviting party to all bidders who have received the ITB from the inviting party at least 02 working days before the bid closing date.</p> <p>If the time for sending the amended ITB documents does not meet the requirements, the inviting party will extend the bid closing time accordingly.</p>
CDNT 9	All BBG documents, as well as all correspondence and related documents exchanged between the contractor and the inviting party regarding the BBG, must be written in English. Supplementary documents and materials within the BBG may be in other languages but must be accompanied by a certified English translation. In case of a lack of translation, if necessary, the inviting party may request the contractor

	to provide additional translations.
CDNT 12.2	The price of the service does not include any taxes, fees, or levies (if applicable) as per Form No. 04 Chapter IV - Bid Form.
CDNT 13	The currency for bidding and payment is USD.
CDNT 15.2	The documents to prove the capacity to perform the contract if recognized as winning bidder include: <ul style="list-style-type: none"> - Proposal table of key personnel (Template No. 7) - Professional resumes of key personnel (Template No. 8) from Chapter IV - Tender Form
CDNT 16.1	The validity period of the BBG is 60 days from the bid closing date.
CDNT 17.1	The contractor shall submit the BBG directly to PV Power before the bid closing time at 15:00 (Vietnam time) on July 15, 2024, to the following address: <ul style="list-style-type: none"> - Recipient: Finance and Accounting Department, PetroVietnam Power Corporation - Address: Floor 8, Vietnam Oil and Gas Group Building, 167 Trung Kinh, Yen Hoa, Cau Giay, Hanoi - Contact Person: Xuan Thuy Huong Ly - Email: xuanthuyhuongly@pvpower.vn - Phone: 024.222.10288 / Ext. 6643
CDNT 23.1	The bidding opening session will be conducted publicly at 15:30 (Vietnam time) on July 15, 2024, at PetroVietnam Power Corporation
CDNT 25.3	The contractor is allowed to independently submit clarification documents regarding the BBG to the inviting party within: 03 working days from the bid closing date.
CDNT 27.1	The evaluation method for the BBG is as follows: a) Evaluation of capability and experience: Using criteria of pass/fail; b) Evaluation of price: Applying the lowest price method.
CDNT 27.4	Contractor Ranking: The contractor with the lowest corrected bid price after adjustments for errors, deviations, and deducting any discounts (if applicable) shall be ranked first.
CDNT 29.4	The contractor with the lowest corrected bid price after adjustments for errors, deviations, and deducting any discounts (if applicable).
CDNT 31.1	The deadline for submitting the notification of contractor selection results is 05 working days from the date the Investor approves the contractor selection results.
CDNT 35	Address for monitoring and supervision by the Investor: PetroVietnam Power Corporation

	<p>Vietnam Petroleum Institute Building, No. 167 Trung Kinh Street, Yen Hoa Ward, Cau Giay District, Hanoi.</p> <p>Phone: (024) 22210 288 Fax: (024) 222010 388</p>
CDNT 36	<p>Address for monitoring and supervision by the Investor:</p> <p>PetroVietnam Power Corporation</p> <p>Vietnam Petroleum Institute Building, No. 167 Trung Kinh Street, Yen Hoa Ward, Cau Giay District, Hanoi.</p> <p>Phone: (024) 22210 288 Fax: (024) 222010 388</p>

CHAPTER III. CRITERIA FOR EVALUATION OF BID PROPOSAL

Section 1. Evaluation of the Validity of the BBG

The BBG of the Bidder is considered valid if it meets all of the following criteria:

- a) It includes the original BBG;
- b) The bid submission must be signed by the authorized representative of the Bidder, with a seal (if applicable) as required by the ITB. For consortium bidders, the bid submission must be signed and sealed (if applicable) by the authorized representative of each consortium member, or the consortium leader may sign on behalf of the consortium according to the consortium agreement in writing;
- c) The project completion time stated in the bid submission must be in accordance with the time requirements specified in the ITB;
- d) The bid price stated in the bid submission must be specific, fixed in numbers and words, and must correspond to the total bid price listed in the summary bid price sheet, without proposing different bid prices or including conditions that disadvantage the Investor or the inviting party;
- e) The validity period of the BBG must meet the requirements as stipulated in Section 17.1 of the ITB;
- f) The Bidder cannot be named in two or more BBGs as the main bidder (independent bidder or consortium member) for the same tender package;
- g) There must be a consortium agreement signed and sealed (if applicable) by the authorized representative of each consortium member, specifying the specific work content and corresponding estimated value that each consortium member will undertake according to Form No. 03 in Chapter IV – Bid Forms;
- h) The Bidder must ensure eligibility as stipulated in Section 4 of CDNT.

Bidders with valid BBGs will undergo further evaluation of their capacity and experience.

Section 2. Criteria for Evaluation of Capacity and Experience

Using the criteria of pass/fail to establish the evaluation standards for capacity and experience. The BBG is evaluated as meeting the requirements for capacity and experience when all criteria are assessed as pass.

No.	The requirements and evaluation content		The level of compliance
1	The contractor must be an internationally renowned and recognized credit rating agency.	Compliance with requirements	Pass
		Non-compliance with requirements	Fail

No.	The requirements and evaluation content		The level of compliance
2	The contractor has completed a minimum of 3 similar contracts as a main contractor (independent or consortium member) or subcontractor for enterprises in the electricity sector in Vietnam from January 01, 2021, until the bid closing date.	Compliance with requirements	Pass
		Non-compliance with requirements	Fail
3	The contractor must also possess sufficient resources to allocate on this project that have the relevant knowledge and experience in assessing the creditworthiness of subsidiaries of state-owned enterprises, and power companies in Vietnam.	Compliance with requirements	Pass
		Non-compliance with requirements	Fail

Note: Supporting documents must be attached and may redact sensitive information related to confidentiality.

Section 3. Price Evaluation Criteria – Lowest Price Method:

The method to determine the lowest price according to the following steps:

Step 1. Determine the bid price;

Step 2. Rectify errors (as per Note (1));

Step 3. Adjust discrepancies (as per Note (2));

Step 4. Determine the bid price after rectification of errors and adjustment of discrepancies, minus any discounts (if applicable);

Step 5. Determine the value of any benefits (if applicable);

Step 6. Contractor ranking: The bid bond with the lowest bid price after rectification of errors, adjustment of discrepancies, minus discounts (if any), and adding the lowest benefit value (if any) shall be ranked first.

Note:

(1) Error Correction:

Subject to the condition that the BBG meets the basic Requirements for ITB, arithmetic errors and other errors shall be corrected according to the following principles:

a) Arithmetic errors include inaccuracies in addition, subtraction, multiplication, or division when calculating bid prices. In cases where there is inconsistency between the unit price and the total amount, the unit price shall be used as the basis for error correction; if an abnormal discrepancy in the bid price due to a decimal error (10 times, 100 times, 1,000

times) is identified, the total amount shall be the basis for error correction. If the "unit price" and "total amount" columns do not contain any value or are marked as "0," the Bidder shall be deemed to have allocated the price of this work to other tasks within the tender package. The Bidder must fulfill these tasks in accordance with the requirements specified in the ITB and shall not be entitled to payment by the Employer during the contract execution process.

b) Other errors:

- In cases where the total column is filled with a value but there is no corresponding bid price, the bid price shall be supplemented by dividing the total by the quantity. Conversely, if there is a bid price but the total column is empty, the total value shall be supplemented by multiplying the quantity by the bid price. If there is a bid price and a total value but the quantity is missing, the quantity shall be supplemented by dividing the total value by the bid price of that item. If the supplemented quantity differs from the quantity stated in the ITB, the resulting discrepancy constitutes an error in the scope of work and shall be corrected according to Step 3;

- Errors in unit of measurement: Adjust to comply with the requirements specified in the ITB;

- If errors occur in summing up amounts to obtain the total amount, the total amount shall be corrected based on the individual amounts;

- In case of discrepancies between numbers and words, the legal basis for correction shall be the written words. If the written words are incorrect, the corrected numerical amount shall serve as the legal basis according to the provisions in this section.

(2) Correction of Discrepancies:

a) In cases where there is a discrepancy in the quantity of supplied goods, the deficient bid value shall be supplemented, and the surplus bid value shall be deducted at the corresponding bid price level in the BBG of the Contractor with discrepancies.

If there is a deficiency in the quantity of supplied goods without a corresponding bid price in the BBG of the Contractor with discrepancies, the correction of discrepancies shall be as follows:

- The highest bid price for the work category that the Contractor underbid shall be used as the basis for correction, based on BBGs from other Contractors who passed the technical evaluation step; if there is no bid price in the BBGs of Contractors who passed the technical evaluation step for this work, the approved estimate price for the package bid shall be used as the basis for correction; if there is no bid estimate for the package bid, the price forming the bid package shall be used as the basis for correction.

If there is only one Contractor who passed the technical evaluation step, the correction of discrepancies shall proceed based on the bid price in the BBG of this Contractor; if there is no corresponding bid price in the BBG of the Contractor, the bid price in the approved estimate of the bid package shall be used as the basis for correction; if there is no bid estimate for the bid package, the price forming the bid package shall be used as the basis for correction.

(Not applicable)

b) In cases where the Contractor has a discount letter, error correction and discrepancy adjustment shall be based on the bid price before deducting the discount value. The percentage (%) of the deficiency shall be determined based on the bid price stated in the bidding documents.

CHAPTER IV: TENDER FORMS

No.	Name	Form	Note	Method of implementation
1	Bid form	Form No.1(a)	Applicable in the case where the Contractor proposes a discount in the discount letter	Attach in the BBG
		Form No.1(b)	Applicable in the case where the Contractor proposes a discount in the bid	Attach in the BBG
2	Letter of authorization	Form No. 2	Only applicable in the case where the legal representative of the Contractor has authorization in the bidding	Attach in the BBG
3	Joint venture agreement	Form No. 3	Only applicable if joint ventures participate as bidders	Attach in the BBG
4	Bid price sheet	Form No. 4	Bid price summary sheet	Attach in the BBG
5	Contractor information declaration form	Form No. 5(a)		Attach in the BBG
	Information declaration form about members of the joint venture contractor	Form No. 5 (b)	Only applicable in the case where a joint venture contractor participates in the bidding	Attach in the BBG
6	Scope of work using subcontractors	Form No. 6	Applicable only when using subcontractors	Attach in the BBG
7	List of consultants	Form No. 7		Attach in the BBG
8	Curriculum vitae of consultant	Form No. 8		Attach in the BBG

BID FORM⁽¹⁾

(The provision applies in cases where the Contractor does not propose a discount or proposes a discount in a separate discount letter.)

Date: ___ [Specify the date on the bid application]

Name of procurement: ___ [Specify the name of the procurement as stated in the invitation to bid.]

To: ___ [Specify the full and accurate name of the Inviting Entity.]

After carefully studying the Invitation to bid (including revisions thereof, if any), we, _____ [insert name of bidder] pledge ourselves to provide _____ [insert scope of consulting services] in accordance with ITB with a total amount of ___ [Specify the amount in figures, in words, and the bidding currency]⁽²⁾ along with the attached summary bid price sheet. Contract execution period: _____ [insert time for performing all tasks required in ITB⁽³⁾.

We hereby declare that:

1. We only participate in this bid proposal as main contractor.
2. We are not undergoing dissolution process, are not thrown into bankruptcy, and do not incur bad debts as prescribed by law.
3. We do not commit violations against regulations on assurance of competitiveness in bidding
4. We do not engage in acts of corruption, bribery, collusion, obstruction, or any other violations of bidding laws when participating in this bidding package.
5. The information provided in the bid proposal is truthful.

This proposal is valid for a period of ___⁽⁴⁾ days, from _____⁽⁵⁾.

Legal representative of bidder⁽⁶⁾

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

Notes:

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

(2) The bid price stated in the bid form must be specific, fixed in both numeric and written forms, and logically consistent with the total bid price in the summary bid price

sheet. It should not propose different bid prices or include conditions that disadvantage the Investor or the Inviting Entity.

(3) The contract execution period stated in the bid form must be compatible with the completion schedule outlined in the BBG.

(4) The effective period of the BBG is calculated from the bid closing date to the last effective date as specified in the ITB. The time from the bid closing moment until the end of the 24-hour period of the bid closing day is considered as one day.

(5) Specify the bid closing date as stipulated in Section 17.1. **BDL**.

(6) In case the legal representative of the Contractor delegates signing of the bid form to a subordinate, they must include a Letter of authorization using Form No. 02 of this Chapter. If the company's charter or related documents assign responsibility for signing the bid application to a subordinate, these documents must be included (without needing to create a Power of Attorney using Form No. 02 of this Chapter). If the Contractor is a consortium, each member's legal representative must sign, except in cases where the consortium agreement using Form No. 03 of this Chapter specifies that members agree for the head of the consortium to sign the bid application. If individual members of the consortium have Letter of authorization, they should proceed as independent Contractors. If the Contractor wins the bid, before signing the contract, they must submit authenticated copies of these documents to the Investor. If inaccuracies are found in the initial declaration, the Contractor is considered to have violated Section 3. CDNT.

BID FORM ⁽¹⁾

(Applicable in the case where the Contractor proposes a discount in the bid)

Date: ___ [Specify the date on the bid application]

Name of procurement: ___ [Specify the name of the procurement as stated in the invitation to bid.]

To: ___ [Specify the full and accurate name of the Inviting Entity.]

After carefully studying the Invitation to bid (including revisions thereof, if any), we, _____ [insert name of bidder] pledge ourselves to provide _____ [insert scope of consulting services] in accordance with ITB with a total amount of ___ [Specify the amount in figures, in words, and the bidding currency] ⁽²⁾ along with the attached summary bid price sheet.

Additionally, we voluntarily propose a bid discount in the amount of: ___ [Specify the amount of the discount in numerical, written, and currency terms.].

The bid price after deducting the discount amount is : ___ [Specify the amount of the discount in numerical, written, and currency terms.]⁽³⁾.

Contract execution period: _____ [insert time for performing all tasks required in ITB ⁽⁴⁾.

We hereby declare that:

1. We only participate in this bid proposal as main contractor.
2. We are not undergoing dissolution process, are not thrown into bankruptcy, and do not incur bad debts as prescribed by law.
3. We do not commit violations against regulations on assurance of competitiveness in bidding
4. We do not engage in acts of corruption, bribery, collusion, obstruction, or any other violations of bidding laws when participating in this bidding package.
5. The information provided in the bid proposal is truthful.

This proposal is valid for a period of ___ ⁽⁵⁾ days, from _____
_____ ⁽⁶⁾.

Legal representative of bidder ⁽⁷⁾

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

Note:

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

(2) The bid price stated in the bid form must be specific, fixed in both numeric and written forms, and logically consistent with the total bid price in the summary bid price sheet. It should not propose different bid prices or include conditions that disadvantage the Investor or the Inviting Entity.

(3) Specify whether the discount applies to the entire bidding package or to specific tasks or categories (specify which tasks or categories are discounted).

(4) The contract execution period stated in the bid form must be compatible with the completion schedule outlined in the BBG.

(5) The effective period of the BBG is calculated from the bid closing date to the last effective date as specified in the ITB. The time from the bid closing moment until the end of the 24-hour period of the bid closing day is considered as one day.

(6) Specify the bid closing date as stipulated in Section 17.1. **BDL.**

(7) In case the legal representative of the Contractor delegates signing of the bid form to a subordinate, they must include a Letter of authorization using Form No. 02 of this Chapter. If the company's charter or related documents assign responsibility for signing the bid application to a subordinate, these documents must be included (without needing to create a Power of Attorney using Form No. 02 of this Chapter). If the Contractor is a consortium, each member's legal representative must sign, except in cases where the consortium agreement using Form No. 03 of this Chapter specifies that members agree for the head of the consortium to sign the bid application. If individual members of the consortium have Letter of authorization, they should proceed as independent Contractors. If the Contractor wins the bid, before signing the contract, they must submit authenticated copies of these documents to the Investor. If inaccuracies are found in the initial declaration, the Contractor is considered to have violated Section 3. CDNT.

LETTER OF AUTHORIZATION ⁽¹⁾*[Location and date]*

I am _____ *[insert name, ID/passport number, position of bidder's legal representative]*, the legal representative of _____ *[insert name of bidder]* at _____ *[insert address of bidder]* hereby authorizes _____ *[insert name, ID/passport number, position of authorized person]* to perform the following tasks during the participation in the process of bidding for _____ *[insert name of the procurement]* held by _____ *[insert name of the inviting entity]*:

- [- Sign the bid form;*
- Sign the joint venture agreement (if any);*
- Sign documents with the soliciting entity during the shortlisting processing, including the request for clarification of the ITB and BBG; sign BBG revisions, replacements, or decision to withdraw the bid-envelope;*
- Participate in contract negotiation;*
- Participate in contract conclusion;*
- Sign complaint letter (if any);*
- Sign contract with the investor if the bidder is successful.] ⁽²⁾.*

The authorized person only performs the tasks within the area of competence of a legal representative of _____ *[insert name of bidder]*. _____ *[insert name of bidder]* is totally responsible for the tasks performed by _____ *[name of authorized person]* within the authorization scope.

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

Authorized person

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

Authorizer

[insert name, position, signature, and seal of legal representative of bidder]

Note:

(1) The legal representative of the Contractor may delegate authority to deputies, subordinates, branch directors, or heads of representative offices to act on behalf of the legal representative for performing the tasks mentioned above. The use of seals, when authorized, can be the seal of the Contractor or the seal of the authorized unit of the individual. The authorized person cannot further delegate this authority to others.

(2) The scope of authority includes one or more of the tasks mentioned above.

(3) Specify the effective start date and end date of the power of attorney in accordance with the bidding process.

JOINT VENTURE AGREEMENT ⁽¹⁾

[Location and date]

Procurement: _____ [*name of the procurement*]

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

Representatives of signatories to the joint venture agreement include:

Name of joint venture member _____ [*insert name of each joint venture member*]

Representative: Mr./Ms. _____

Position: _____

Address: _____

Phone number: _____

Fax: _____

E-mail: _____

Account: _____

TIN: _____

Letter of authorization No. _____ dated _____ (in case of authorization).

The members have reached a consensus on entering into a joint venture agreement with the following contents:

Article 1. General rules

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

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

3. Every member is committed not to unilaterally participate or establish a joint venture with another member to participate in this procurement. If awarded the contract, no member is entitled to refuse to fulfill the duties and obligations prescribed in the

contract. Any member of the joint venture that refuses to perform their duties as agreed must:

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

Article 2. Assignment of duties

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

1. Head member of the joint venture

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

[- Sign the bid form;

- Sign documents with the soliciting entity during the bidding process, including the request for clarification of the ITB and bid-envelopes;

- Participate in contract negotiation

- Participate in contract conclusion;

- Sign complaint letter (if any);

- Perform other tasks except for contract conclusion: _____ [specify other tasks (if any)]

2. Tasks of joint venture members are specified in the table below: ⁽⁴⁾:

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

Article 3. Effect of joint venture agreement

1. The joint venture agreement takes effect from the day on which it is signed.
2. The joint venture agreement expires in the following cases:
 - All parties have fulfilled their duties and finalize the contract;
 - The agreement is unanimously terminated by all parties;
 - The joint venture is not awarded the contract;
 - The bidding for _____ [*insert name of the procurement*] of _____ [*insert name of the project*] is cancelled as notified by the soliciting entity.

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

LEGAL REPRESENTATIVE OF HEAD MEMBER

[Full name, position, signature, and seal]

LEGAL REPRESENTATIVES OF JOINT VENTURE MEMBERS

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

Note:

- (1) Based on the scale and nature of the bidding package, the contents of this joint venture agreement template may be amended or supplemented to ensure suitability. .
- (2) Update the legal regulations according to current provisions.
- (3) The scope of authority includes one or more of the tasks mentioned above.
- (4) The Contractor must specify the specific work content and estimated corresponding value that each member of the consortium will undertake, as well as the joint responsibilities, individual responsibilities of each member, including the head member of the consortium.

BID PRICE SHEET

No.	Content	Bid price
1	Service 1	(I)
2	Service 2	(II)
	Total bid price <i>(Transfer to bid form)</i>	(I) + (II)

Legal representative of bidder

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

CONTRACTOR INFORMATION DECLARATION FORM

Date: _____

Name of the procurement: _____

Contractor's name: __ <i>[provide the contractor's name]</i>
<i>In the case of a joint venture, list the names of each member of the joint venture.</i>
Place of contractor's business registration and operations: __ <i>[specify the province/city where the contractor is registered for business operations]</i>
Year of company establishment: __ <i>[Specify the Year of company establishment]</i>
Legal address of the Contractor: __ <i>[at the registered location]</i>
Information about the legal representative of the Contractor Name: _____ Address: _____ Mobile/fax: _____ Email: _____
1. Attached should be a copy of one of the following documents: Business registration certificate, establishment decision, or an equivalent document issued by the competent authority of the country where the Contractor operates.

**INFORMATION DECLARATION FORM ABOUT MEMBERS OF THE
JOINT VENTURE CONTRACTOR⁽¹⁾**

Date: _____
Name of the procurement: _____

Name of the joint venture (if applicable):
Name of the members of the joint venture:
Country where each joint venture member's company is registered:
Year of establishment of each joint venture member's company:
Legal address of each joint venture member in the country of registration:
Information about the legal representative of joint venture member Name: _____ Address: _____ Mobile/fax: _____ Email: _____
1. Attached should be a copy of one of the following documents: Business registration certificate, investment certificate, establishment decision, or certificate of legal operation.... 2. Present the organizational chart..

Note:

(1) In the case of a joint venture, each member of the joint venture must declare using this template.

SCOPE OF WORK USING SUBCONTRACTORS⁽¹⁾

No.	Name of subcontractor ⁽²⁾	Scope of work ⁽³⁾	Volume of work ⁽⁴⁾	Estimated percentage value ⁽⁵⁾	Contract or agreement with subcontractor ⁽⁶⁾
1					
2					
3					
4					
...					

Note:

(1) In case of using a subcontractor, declare using this form. .

(2) The Contractor specifies the name of the subcontractor explicitly. If the subcontractor's identity is not definitively determined at the bidding stage, it should not be listed in this column but rather in the "Scope of Work" column. Subsequently, if selected, the engagement of the subcontractor to perform the specified work must be approved by the Investor.

(3) The Contractor specifies the specific items of work allocated to the subcontractor.

(4) The Contractor specifies the specific volume of work allocated to the subcontractor.

(5) The Contractor specifies the specific percentage value of the work that the subcontractor will undertake relative to the bid price.

(6) The Contractor specifies the specific number of contracts or agreements, and must submit the original or authenticated copies of these documents.

LIST OF CONSULTANTS

- For each position of work specified in this template, the Contractor must declare detailed information according to Form No. 08 of this Chapter. .

- The Contractor must declare key personnel with appropriate qualifications to meet the requirements specified in Section 2.2 of Chapter III - Criteria for evaluation of Bid proposal and must be ready to mobilize them for the bidding package. Personnel already engaged in other bidding packages with overlapping work periods should not be listed. Any dishonest declaration will result in the Contractor being assessed as engaging in fraud.

1	Position of work: <i>[Specify the specific position of work undertaken in the bidding package]</i>
	Name: <i>[Write the name of the key personnel]</i>
2	Position of work: <i>[Specify the specific position of work undertaken in the bidding package]</i>
	Name: <i>[Write the name of the key personnel]</i>
3	Position of work:
	Name:
4	Position of work:
	Name:
5	Position of work:
	Name:
....	Position of work:
	Name:

CURRICULUM VITAE OF CONSULTANT

The Contractor must provide all the required information below and include authenticated copies of relevant diplomas and certificates.

Position of Work		
Personnel information	Name	Date of birth:
	Educational qualifications	
Current job	Name of the employer	
	Address of the employer	
	Mobile	Contact person (department head / HR officer in charge)
	Fax	E-mail
	Job title	Number of years working for the current employer

PART 2. REQUIREMENTS REGARDING THE SCOPE OF WORK

CHAPTER V. SCOPE OF WORK

1. Credit rating for PV Power: Rating agencies must apply credit rating methods relevant to companies in the electricity sector, considering all related credit factors, including PV Power's importance to PetroVietnam Group and the Vietnamese Government.

2. Detailed Report Issuance: After conducting the credit rating, rating agencies will draft and issue a detailed credit rating report on PV Power, highlighting strengths and weaknesses in the company's creditworthiness and reasons for the assigned credit rating. To avoid misunderstandings, these reports will not be released to the public or the market without written consent from PV Power.

3. Monitoring Provision: Regular monitoring will be provided on the company, reassessing in cases where significant factors affecting the credit rating change, and maintaining the assessed credit rating throughout the contract period.