

REQUEST FOR PROPOSALS

PACKAGE NO. 3: INVESTMENT IN THE
PACKAGE NAME : PROCUREMENT OF ONE (01) USED AZIMUTH
TUGBOAT WITH A POWER OUTPUT OF 5,000 HP
OR MORE.

PROJECT : INVESTMENT IN THE PROCUREMENT OF ONE
(01) USED AZIMUTH TUGBOAT WITH A POWER
OUTPUT OF 5,000 HP OR MORE.

CONSULTANT : INTELLIGENT PROPERTY DVL SOUTH JOINT
STOCK COMPANY

PURCHASER : TAN CANG MARITIME SERVICES JOINT STOCK
COMPANY

REQUEST FOR PROPOSALS

Package name : **Package No. 3: Investment in the procurement of one (01) used Azimuth tugboat with a power output of 5,000 HP or more.**

Project : **Investment in the procurement of one (01) used Azimuth tugboat with a power output of 5,000 HP or more.**

Issued on : **...25.../...8.../2026**

Issued together with Decision : **636/QĐ-HĐQT**

**Legal Representative of the
Procurement Consultant**

**INTELLIGENT PROPERTY DVL
SOUTH JOINT STOCK COMPANY
GENERAL DIRECTOR**



Nguyen Hong Chinh

Purchaser

**TAN CANG MARITIME
SERVICES JOINT STOCK
COMPANY**



**CHỦ TỊCH
Trần Thị Hồng Thu**

ABBREVIATIONS

RFP	Request for Proposals
VND	Vietnamese Dong
USD	United States Dollar
System	Vietnam National E-Procurement System
ITB	Instructions to Bidders

Part 1. QUOTATION PROCEDURES

Chapter I. INSTRUCTIONS TO BIDDERS

Section 1. Scope of the Package

1. The Purchaser, Tan Cang Maritime Services Joint Stock Company, address: 1295B Nguyen Thi Dinh Street, Cat Lai Ward, Ho Chi Minh City, Vietnam, is implementing the package: Package No. 3: Investment in the procurement of one (01) used Azimuth tugboat with a power output of 5,000 HP or more, under the project: Investment in the procurement of one (01) used Azimuth tugboat with a power output of 5,000 HP or more.

2. Source of funds for implementation of the package: 55% equity capital and 45% commercial bank loans.

3. The package implementation period is 60 days, calculated from the effective date of the contract until completion of the delivery and acceptance of the tugboat and the related works under the contract.

Section 2. Prohibited Acts in Procurement

Prohibited acts in procurement are the acts stipulated in Article 23 of the Investment Management Regulations of Tan Cang Maritime Services Joint Stock Company.

Section 3. Eligibility of Bidders

1. For a domestic Bidder: an enterprise, cooperative, union of cooperatives, cooperative group, public service unit, foreign-invested economic organization, or other organization registered for establishment and operation in accordance with the laws of Vietnam. For a foreign Bidder: registered for establishment and operation in accordance with foreign laws.

- Where the Bidder is the Shipowner/Seller: the Bidder must have ownership of or the lawful right to sell or transfer the offered vessel.

- Where the Bidder is a ship sale and purchase broker (Sale & Purchase Broker/S&P Broker): the Bidder must have an appropriate business function in accordance with the laws of the place where the Bidder is established and must be authorized by the lawful Shipowner/Seller or have confirmation of the right to offer for sale the vessel specified in the Proposal. The authorization or confirmation document must identify the Shipowner/Seller, the Bidder, and the offered vessel (vessel name, IMO number, or equivalent identification information). Where the Bidder's Proposal is selected, the vessel sale and purchase contract shall be signed directly between the Purchaser and the lawful Shipowner/Seller of the vessel offered for sale by the Bidder as representative.

In this case, the right to offer the proposed vessel for sale must remain valid as of the Proposal submission deadline. During the evaluation of the Proposal, contract negotiation, contract finalization, and contract signing, if there is any change in the sale status of the vessel, the Bidder's right to offer the vessel for sale, or the status of the Shipowner/Seller, the Bidder shall notify the Purchaser

thereof in writing.

Where the vessel has been sold or is subject to any legal encumbrance that renders the vessel no longer available for supply to the Purchaser, the Shipowner/Seller withdraws the right to offer the vessel for sale, or the Bidder no longer has the lawful right to continue offering the vessel for sale, the Purchaser shall cease consideration of the Bidder's Proposal in respect of such vessel and shall proceed in accordance with the provisions of the RFP.

2. Maintains independent financial accounting;

3. Is not undergoing dissolution procedures or having its enterprise registration certificate or other equivalent documents revoked; is not insolvent in accordance with the laws of the country where the Bidder was issued the establishment decision, enterprise registration certificate, or other equivalent documents;

4. Is not subject to criminal prosecution.

Section 4. Clarification and Amendment of the RFP

1. Where clarification of the RFP is required, the Bidder shall submit a request for clarification to the Purchaser through the System or in writing or by electronic mail (email) at least 05 working days before the Proposal submission deadline for the Purchaser to consider and handle. The Purchaser shall provide clarification through the System or in writing or by electronic mail (email) at least 02 working days before the Proposal submission deadline. Where the clarification results in the need to amend the RFP, the Purchaser shall amend the RFP in accordance with Clause 2 of this Section.

2. Where the RFP is amended, the Purchaser shall post on the System the amendment decision together with the amended contents and the amended RFP. The amendment of the RFP shall be made at least 05 days before the Proposal submission deadline and shall ensure sufficient time for the Bidder to complete the Proposal; where sufficient time cannot be ensured, the Proposal submission deadline shall be extended.

Section 5. Costs, Currencies and Language for Participation in the Quotation.

1. The Bidder shall bear all costs related to the process of participation in the quotation.

2. Currency for participation in the quotation and currency of payment:

- The currencies for the quotation are: United States Dollar (USD) and Vietnamese Dong (VND).

- For a specific work item, the Bidder may quote in only one currency.

- Where VND is among such currencies, conversion shall be made into VND. The Bidder shall demonstrate the work contents using foreign currency, accompanied by a detailed list of the work contents and the corresponding foreign currency values, while ensuring the principle that a specific work item is quoted in one currency; domestic costs shall be quoted in VND, and overseas costs

related to the package may be quoted in foreign currency.

- The currency of payment for work items shall correspond to the currency quoted for such work items. Domestic costs shall only be paid in VND.

- The currency used for evaluation and comparison of Proposals is VND. Where the quoted price is in a foreign currency, the Purchaser shall convert it into VND using the selling exchange rate published by Joint Stock Commercial Bank for Foreign Trade of Vietnam (Vietcombank) at the time 28 days before the Proposal submission deadline.

3. The Proposal, as well as all correspondence and documents relating to the Proposal, shall be written in English or Vietnamese. Supporting documents and materials in the Proposal may be written in another language and accompanied by an English translation. Where a translation is missing, if necessary, the Purchaser may request the Bidder to provide a supplementary translation. Where the Bidder submits the Proposal in both languages, if there is any discrepancy between the Vietnamese version and the English version, the English version shall prevail.

Section 6. Contents of the Proposal

The Proposal prepared by the Bidder shall include:

1. Letter of Proposal in accordance with Form No. 01, Chapter III;
2. Joint Venture Agreement, where the Bidder is a joint venture, in accordance with Form No. 03, Chapter III;
3. Documents proving the eligibility of the Bidder and the eligibility of the person signing the Letter of Proposal;
4. Documents proving the conformity of the goods and related services in accordance with Section 8 of this Chapter;
5. Price proposal in accordance with the price schedules specified in Form No. 04, Chapter III;
6. Forms specified in Chapter III of the RFP;
7. Where the Bidder is an S&P Broker, the Bidder shall provide a document from the lawful Shipowner/Seller authorizing or confirming the Bidder's right to offer the vessel for sale, identifying the Shipowner/Seller, the Bidder and the offered vessel by vessel name, IMO number or equivalent identification information.

Section 7. Quoted Price

1. The quoted price stated in the Letter of Proposal and in the price schedules, together with discounts, shall comply with the provisions of this Section:

1.1. Quoted Price:

❖ For a foreign Bidder:

The quoted price is the price quoted by the Bidder in the Letter of Proposal (excluding discounts), on FOB terms (Incoterms® 2020) at the port of loading proposed by the Bidder. For the purpose of bringing the prices to the same basis for evaluation and comparison with domestic Bidders (if any), after converting the quoted price into VND in accordance with Section 5, Chapter I, the Purchaser

shall add VND 21,619,366,000. The amount of VND 21,619,366,000 shall be used only for the purpose of evaluation and comparison of Proposals and shall not be added to the price of the vessel sale and purchase contract under FOB terms. The Bidder shall declare the quoted price in accordance with Form No. 04, Chapter III.

❖ For a domestic Bidder:

The quoted price is the price quoted by the Bidder in the Letter of Proposal (excluding discounts), including all costs for implementation of the package (including VAT, import duty, special consumption tax (if any), transportation costs, insurance, registration, classification, and other surcharges (if any)). The Bidder shall declare the quoted price in accordance with Form No. 04, Chapter III.

1.2. Where the Bidder proposes a discount, the discount shall be proposed separately in a discount letter or directly in the Letter of Proposal. The discount letter may be submitted together with the Proposal or separately, but it must ensure that the Purchaser receives it before the Proposal submission deadline. Where the discount letter is submitted separately in hard copy, it shall be sealed and clearly marked “Discount Letter”; where it is sent by electronic mail (email), it shall be sent to the email address specified in the RFP before the Proposal submission deadline. The discount letter shall be managed and retained by the Purchaser as part of the Proposal. Where a discount is offered, the Bidder shall clearly state the contents and method of applying the discount to the specific items stated in the columns “List of Goods” and “Description of Services”. Where the method of applying the discount is not clearly stated, the discount shall be understood to be applied proportionately and equally to all items stated in the columns “List of Goods” and “Description of Services”.

1.3. The Bidder shall submit the Proposal for all works required in the RFP and state the quoted unit price for all works specified in the columns “List of Goods” and “Description of Services” in accordance with Form No. 04, Chapter III.

1.4. The Bidder shall be responsible for the quoted price for performing and completing the works in accordance with the requirements stated in the RFP. Where the Proposal has an abnormally low quoted price after deducting the discount amount (if any), affecting the quality of the package, the Purchaser shall handle the situation in accordance with the regulations.

Section 8. Documents proving the conformity of goods and related services.

1. Requirements for documents proving the Bidder’s capacity to perform the contract: No sales license, sales authorization from the manufacturer or distributor, partnership certificate, or equivalent document is required. Where the Bidder participates as an S&P Broker, the Bidder shall provide documents proving the right to offer the vessel for sale in accordance with Section 3, Chapter I.

2. The Bidder shall provide technical dossiers and documents, registration and classification documents, or other documents of equivalent validity to prove that the offered vessel meets the technical requirements in Chapter IV of the RFP and to serve as the basis for the actual inspection and survey of the vessel (if any).

3. The Bidder shall prepare a technical compliance table, clearly indicating the document and the location of the information proving compliance with each requirement in Chapter IV. Where a document does not fully show the parameters, the Bidder may use a combination of documents of equivalent validity as evidence.

Section 9. Validity of the Proposal

1. The validity period of the Proposal shall be 90 days from the Proposal submission deadline.

2. Where necessary, before the expiry of the validity period of the Proposal, the Purchaser may request the Bidder to extend the validity of the Proposal. The request for extension and acceptance of the extension shall be made in writing.

Section 10. Format of the Proposal and signatures in the Proposal

1. For a Proposal submitted directly or sent by post/courier, the Bidder shall prepare 01 original and 02 copies of the Proposal, clearly marked “Original” and “Copy”, respectively. The Bidder shall be responsible for the accuracy and conformity between the copies and the original; where there is any discrepancy, the original shall be used for evaluation. For a Proposal submitted by electronic mail (email), the Bidder shall submit 01 complete electronic set of the Proposal in accordance with Section 6, Chapter I and ensure that the Proposal files are accessible and readable.

2. All components of the Proposal specified in Section 6, Chapter I shall be signed by the legal representative of the Bidder. Where the Bidder is a joint venture, the Proposal shall bear the signatures of the legal representatives of all joint venture members or the member representing the joint venture Bidder as assigned in the joint venture agreement.

3. Any additions, insertions between lines, erasures or overwriting shall only be considered valid if signed next to them or on that page by the person signing the Letter of Proposal.

Section 11. Proposal submission deadline and Proposal opening

1. The Proposal shall be submitted by the Bidder directly, sent by post/courier to the address: 1295B Nguyen Thi Dinh Street, Cat Lai Ward, Ho Chi Minh City, Vietnam, or sent by electronic mail (email) to: hiennttl@saigonnewport.com.vn and hiennt.0103@gmail.com. The Proposal must be received by the Purchaser before the Proposal submission deadline. The Proposal submission deadline is 16:00 on September 14, 2026.

2. Proposal opening:

The Purchaser shall conduct the Proposal opening, including the following:

a) Check the sealing status of Proposals submitted directly or sent by

post/courier; check the status, time of receipt and accessibility of Proposals submitted by electronic mail (email);

b) Open the Proposal and clearly read out the following information regarding the Bidder:

- Whether participating independently or as a joint venture;
- Number of originals and copies (for hard-copy Proposals);
- Quoted price stated in the Letter of Proposal;
- Discount amount (if any);
- Validity period of the Proposal;
- Package implementation period;
- Other relevant information.

The Proposal opening minutes shall include the information specified in Points a and b of this Clause. These minutes shall be sent to the Bidder submitting the Proposal. For a Proposal submitted directly or sent by post/courier, the Purchaser's representative shall sign for confirmation on the original Letter of Proposal, discount letter (if any), power of attorney of the Bidder's legal representative (if any), joint venture agreement (if any), financial proposal contents and other important contents of each Proposal.

For a Proposal submitted by electronic mail (email), the Purchaser shall retain the received Proposal in its original condition and record the time of receipt of the Proposal as the basis for evaluation.

Section 12. Subcontractors

1. A subcontractor is an organization or individual that enters into a contract with the Bidder to perform related services. Where the Bidder needs to use a subcontractor, the Bidder shall declare the list of subcontractors in accordance with Form No. 07, Chapter III. The use of subcontractors shall not change the responsibilities of the Bidder. The Bidder shall be responsible for the quantity, quality, schedule and other responsibilities for the portion of work performed by the subcontractor. The capacity and experience of the subcontractor shall not be considered when evaluating the Bidder's Proposal.

2. The Bidder may use subcontractors to perform related services. The use of subcontractors shall be declared in accordance with Form No. 07, Chapter III. Maximum value for subcontractors: 30% of the Bidder's quoted price.

Section 13. Evaluation of Proposals and Ranking of Bidders

1. The evaluation of Proposals shall be carried out in accordance with Chapter II.

2. To determine the first-ranked Proposal, the Expert Team shall determine and compare the quoted prices after bringing them to the same evaluation basis in accordance with Section 4, Chapter II for the Proposals meeting the requirements

of the RFP. The Proposal with the lowest quoted price after being brought to the same evaluation basis shall be ranked first.

3. Where only one Bidder passes the financial evaluation step, ranking of Bidders is not required. The first-ranked Bidder shall be invited to contract negotiation in accordance with Section 14 of the ITB. Where the Bidder invited to contract negotiation does not conduct or refuses contract negotiation within 10 days from the date of receipt of the invitation to contract negotiation, or has conducted contract negotiation but refuses or fails to sign the contract negotiation minutes, except in the case of force majeure, or conducts contract negotiation but fails to meet the requirements of the RFP, the next-ranked Bidder shall be invited to contract negotiation without re-ranking the Bidders.

4. During the period from the Proposal submission deadline until before contract signing, where the vessel proposed by the Bidder has been sold to another party, is no longer offered for sale by the Shipowner/Seller, the Bidder loses the right to offer the vessel for sale, or there are grounds to determine that the vessel is no longer available for supply to the Purchaser:

- a) The Bidder shall notify the Purchaser in writing;
- b) The Purchaser has the right to request the Bidder and/or the Shipowner/Seller to confirm the sale status and the availability of the vessel for supply;
- c) Where it is determined that the vessel is no longer available for supply, the Purchaser shall cease consideration of the Bidder's Proposal for that vessel. If the Bidder is ranked first, the Purchaser shall invite the next-ranked Bidder to negotiation without re-ranking the remaining Bidders;
- d) The unavailability of the vessel for supply shall not give rise to the right to require the Purchaser to accept another vessel as a replacement.

Section 14. Contract Negotiation

1. Contract negotiation shall be based on the following:

- a) Proposal evaluation report;
- b) The Bidder's Proposal and documents clarifying the Proposal (if any);
- c) The RFP and documents clarifying or amending the RFP (if any).

2. Principles of contract negotiation:

- a) No negotiation shall be conducted on contents offered by the Bidder in accordance with the requirements of the RFP.
- b) The unit prices determined at the financial evaluation step shall not be changed.

3. Contents of contract negotiation:

- a) Contents that are insufficiently detailed, unclear or inconsistent between the RFP and the Proposal, or among different contents of the Proposal, which may lead to additional matters, disputes or affect the responsibilities of the parties during contract performance;

b) Negotiation on matters arising during the contractor selection process (if any) for the purpose of finalizing the detailed contents of the package;

c) During negotiation, taxes, fees, charges and financial obligations under the responsibility of the Bidder, the Shipowner/Seller and the Purchaser according to the transaction arrangement, delivery terms and relevant laws shall be clearly determined; the method of implementation, value and related contents shall be specifically determined in the contract.

d) Negotiation on other necessary contents.

4. During contract negotiation, the negotiating parties shall finalize the draft contract and contract appendices, including the detailed list of the scope of supply, price schedule and delivery schedule.

5. Where negotiation is unsuccessful, the Purchaser shall consider and decide to invite the next-ranked Bidder to negotiation; where negotiation with the next-ranked Bidders is unsuccessful, the Purchaser shall consider and decide to cancel the procurement in accordance with the regulations.

6. Where, due to objective reasons or force majeure, the Bidder is unable to conduct contract negotiation directly with the Purchaser, the Purchaser may consider conducting negotiation online.

7. Where the Bidder invited to negotiation is an S&P Broker, the Bidder must be authorized by the Shipowner/Seller or the legal representative of the Shipowner/Seller to offer for sale and negotiate the contract for the offered vessel.

Section 15. Conditions for a Bidder to Be Recommended for Contract Award

A Bidder shall be recommended for contract award when all of the following conditions are met:

1. Having a valid Proposal;
2. The technical contents meet the requirements of the RFP;
3. Having the lowest quoted price after being brought to the same evaluation basis or being ranked first in accordance with Section 4, Chapter II.
4. Having a proposed contract award price that meets the following conditions:

a) For a domestic Bidder: The proposed contract award price does not exceed the approved package price. Where the approved cost estimate of the package is lower or higher than the approved package price, such cost estimate shall replace the package price as the basis for approval of the contract award.

b) For a foreign Bidder: The proposed contract award price under FOB terms does not exceed the approved FOB price; at the same time, the total value after adding taxes, fees, charges and conversion costs in accordance with Section 7, Chapter I does not exceed the approved package price.

5. Where the Bidder is an S&P Broker, the Shipowner/Seller and the vessel

proposed for selection must be the same Shipowner/Seller and vessel proposed by the Bidder, for which the right to offer for sale has been proven and which have been evaluated in the Proposal.

Section 16. Notification of Contractor Selection Result

Within 05 working days from the date the contractor selection result is approved, the Purchaser shall send a written notification of the contractor selection result to the Bidders participating in the quotation. The notification of the contractor selection result shall include the following:

a) Information on the package:

- Package name;
- Package price or approved cost estimate (if any);
- Name of the Purchaser;
- Contractor selection method;
- Contract type;
- Package implementation period;

b) Information on the successful Bidder:

- Name of the Bidder;
- Tax identification number (if any);
- Quoted price;
- Contract award price;
- Package implementation period;
- Contract performance period.

Where the selected Bidder is an S&P Broker, the notification of the contractor selection result shall additionally state the name of the lawful Shipowner/Seller and the identification information of the selected vessel (vessel name, IMO number or equivalent identification information) as the basis for finalizing and signing the contract.

c) Plan for finalizing and signing the contract with the selected Bidder.

Section 17. Conditions for Contract Signing.

1. At the time of signing, the Proposal of the selected Bidder shall remain valid.

2. At the time of contract signing, the selected Bidder shall continue to meet the eligibility conditions and the commitments and requirements under the RFP, the Proposal and the negotiation results. Where the Bidder no longer meets these conditions, the Purchaser shall consider refusing to sign the contract and handle the selection result in accordance with the regulations;

3. The Purchaser shall ensure the conditions regarding advance funds, payment funds, implementation site and other necessary conditions for implementation of the package in accordance with the schedule.

4. Where the selected Bidder is an S&P Broker, the vessel sale and purchase contract shall be signed directly between the Purchaser and the lawful Shipowner/Seller of the vessel offered by the Bidder in the Proposal. The Shipowner/Seller signing the contract must be the entity that authorized or confirmed the right of the S&P Broker to offer the vessel for sale under the Proposal.

Section 18. Resolution of Complaints

Where its lawful rights and interests are affected, the Bidder may submit a complaint to the competent person or the Purchaser for reconsideration of matters arising during the contractor selection process and the contractor selection result at the following addresses:

- Address for submission of complaints to the Purchaser: Tan Cang Maritime Services Joint Stock Company

- + Address: 1295B Nguyen Thi Dinh Street, Cat Lai Ward, Ho Chi Minh City, Vietnam.

- + E-mail: thutth@saigonnewport.com.vn

- Address of the standing unit assisting the Chairman of the Board of Directors in resolving complaints: Business Planning Department, Tan Cang Maritime Services Joint Stock Company.

- + Address: 1295B Nguyen Thi Dinh Street, Cat Lai Ward, Ho Chi Minh City, Vietnam.

- + E-mail: hienntt1@saigonnewport.com.vn

Chapter II. PROPOSAL EVALUATION CRITERIA

Section 1. Evaluation of the Validity of the Proposal

1.1. Examination of the Proposal

- a) Check the number of originals and copies (for a Proposal submitted in hard copy) or check the completeness and accessibility of the Proposal files (for a Proposal submitted by electronic mail (email));
- b) Check the components of the Proposal in accordance with Section 6, Chapter I;
- c) Check the consistency of the contents between the original and the copies (if any) for the detailed evaluation of the Proposal.

1.2. Evaluation of the validity of the Proposal

The Bidder's Proposal shall be evaluated as valid when it fully meets the following requirements:

- a) The Proposal is submitted in the form specified in the RFP; for a Proposal submitted directly or by post/courier, there must be an original Proposal; for a Proposal submitted by electronic mail (email), all document files required by the RFP must be included and must be accessible and readable;
- b) There is a Letter of Proposal signed and stamped (if any) by the legal representative of the Bidder as required by the RFP; the Letter of Proposal must be signed after the date of issuance of the RFP; no different quoted prices are proposed and no conditions detrimental to the Purchaser are attached. For a joint venture Bidder, the Letter of Proposal must be signed and stamped (if any) by the legal representative of each joint venture member or by the member assigned to sign the Letter of Proposal on behalf of the joint venture in accordance with the allocation of responsibilities in the joint venture agreement;
- c) The validity of the Proposal meets the requirements specified in Section 9, Chapter I;
- d) There is a joint venture agreement (in the case of a joint venture) signed and stamped (if any) by the legal representative of each joint venture member; the joint venture agreement must clearly state the specific work and the corresponding estimated value to be performed by each joint venture member. The allocation of work within the joint venture must be based on the items specified in the price schedule in Form No. 04, Chapter III or on the works in the production process of the items in the price schedule; works that do not belong to these items or to the production process of these items shall not be allocated;

e) The Bidder meets the eligibility requirements specified in Section 3, Chapter I;

f) Where the Bidder is an S&P Broker, there is a document from the lawful Shipowner/Seller authorizing or confirming the right to offer for sale the offered vessel in accordance with Sections 3 and 6, Chapter I;

A Bidder with a valid Proposal shall be considered and evaluated in the next step.

Section 2. Evaluation criteria for capacity and experience: Not required.

Section 3. Technical evaluation criteria

The general criterion shall be evaluated as passing when all basic detailed criteria are evaluated as passing and the non-basic detailed criteria are evaluated as passing or acceptable. The Proposal shall be evaluated as meeting the technical requirements when all general criteria are evaluated as passing.

1. Prerequisite condition:

- The Purchaser shall establish a working team to survey and inspect the actual condition of the vessel proposed by the Bidder in order to verify the conformity between the actual condition of the vessel and the information and documents declared in the Proposal. The survey shall not give rise to any new evaluation criteria beyond the requirements of the RFP.

- **Survey location:** At the location where the vessel is anchored or operating as declared by the Bidder in the Proposal.

- **Survey time:** The Purchaser shall notify the Bidder of the survey plan. Within a maximum of 10 working days from the date of receipt of the notification, the Bidder shall confirm and arrange for the vessel to be ready for the Purchaser to conduct the survey.

- **Responsibilities of the Bidder:** The Bidder shall directly arrange or coordinate with the Shipowner/Seller to arrange the vessel, crew, technical personnel, vessel documents and necessary conditions for the Purchaser to inspect the actual condition, documents and operation of the relevant machinery and equipment. Where the Bidder is an S&P Broker, the Shipowner/Seller's failure to arrange the vessel as required shall be considered the Bidder's failure to arrange the vessel, except where there is a justifiable reason accepted by the Purchaser.

- **Costs:** The Bidder shall bear the costs of the survey at the vessel; the Purchaser shall bear the travel, accommodation and per diem expenses of the survey team.

- **Survey results:** The survey results shall be recorded in minutes as the basis for comparison and verification of the information declared in the Proposal.

- The Bidder arranges the vessel for the survey and the survey results confirm that the actual condition of the vessel conforms to the information and documents declared in the Proposal. ⇒ **PASS**

- The Bidder fails to arrange the vessel for the survey as required without a justifiable reason accepted by the Purchaser, or the survey results determine that the actual condition of the vessel does not conform to the information and documents declared in the Proposal. ⇒ **FAIL**

The actual survey results shall serve as the basis for the Purchaser to consider continuing the evaluation of the subsequent contents of the Proposal. Only Bidders with satisfactory survey results shall proceed to further evaluation.

2. Detailed technical evaluation criteria

Evaluation contents		Pass/Fail criteria
1. Documents proving the technical conformity of the vessel		
Documents proving the technical conformity of the vessel	- Technical dossiers and documents, registration and classification documents, or other documents of equivalent validity sufficient to prove that the offered vessel meets the requirements in Chapter IV; - Registration and classification documents are provided. - Design documents are provided: the main drawings must be available on board the vessel and certified by the classification society (general arrangement drawing, hull lines plan, shell expansion drawing, structural particulars, stability information, docking plan)	Pass
	Failure to provide complete documents and dossiers proving the technical	Fail

	conformity of the vessel as required by the RFP.	
2. Delivery schedule		
Delivery schedule	- For a domestic Bidder: The Bidder commits to a delivery period of ≤ 60 days; - For a foreign Bidder: The Bidder shall hand over the entire vessel together with the relevant documents to the Purchaser within no more than 60 days from the date of contract signing, in the Seller's country.	Pass
	Failure to meet the above requirements.	Fail
3. Technical solutions, supply organization measures, and instructions for operation and maintenance		
Technical solutions, supply organization measures, and instructions for operation and maintenance	The Bidder commits to directly provide or coordinate with the Shipowner/Seller and/or a specialized entity to provide technical instructions to the Purchaser's personnel on trial operation, operation and maintenance of the vessel, machinery and equipment; and to ensure a reasonable instruction period consistent with the contract implementation schedule	Pass
	No commitment is provided, or a commitment is provided but does not meet the requirements.	Fail
Conclusion:		
All of the above criteria are determined as “Pass”		Pass
Any one of the above criteria is determined as “Fail”		Fail

Only Bidders evaluated as meeting the technical requirements in this Section shall proceed to financial evaluation.

Section 4. Financial evaluation criteria

Step 1. Determine the quoted price;

Step 2. Correct errors and adjust deviations in accordance with the regulations;

Step 3. Determine the quoted price after error correction and deviation adjustment (if any), less the discount amount (if any);

Step 4. Convert the quoted price into VND at the exchange rate specified in Section 5, Chapter I. For a foreign Bidder, after converting the quoted price into VND, add VND 21,619,366,000 to the quoted price to bring it to the same evaluation basis for comparison with domestic Bidders;

Step 5. Determine the quoted price after bringing it to the same evaluation basis;

Step 6. Rank the Bidders based on the quoted price after bringing it to the same evaluation basis; the Bidder with the lowest price shall be ranked first.

Chapter III. FORMS

Form No. 01

LETTER OF PROPOSAL

_____, date ____ month ____ year ____

To: _ *[Insert name of the Purchaser]*

(Hereinafter referred to as the Purchaser)

After studying the Request for Proposals and amendment to the Request for Proposals No. ____ *[Insert number of the amendment, if any]* which we have received, we, ____ *[Insert name of Bidder]*, having our address at ____ *[Insert address of Bidder]*, commit to perform the package ____ *[Insert name of package]* in accordance with the requirements of the Request for Proposals for a total amount of ____ *[Insert amount in figures, words and currency of the Proposal]*, together with the attached price schedule. The package implementation period is ____ *[Insert the period for performing all works as required by the package]*.

This Proposal shall remain valid for ____ days from ____ day ____ month ____ year ____ *[Insert the Proposal submission deadline]*.

We undertake that:

1. Not undergoing dissolution procedures or having the enterprise registration certificate, cooperative registration certificate, union of cooperatives registration certificate or cooperative group registration certificate revoked; not being insolvent in accordance with the law on bankruptcy (not undergoing termination of operation or having the household business registration certificate revoked where the Bidder is a household business).

2. Not being subject to criminal prosecution;

3. Not engaging in corruption, bribery, collusion, obstruction or other acts violating procurement laws when participating in this package.

4. The information declared in the Proposal is truthful.

5. In case of contract award, the Proposal and the documents supplementing and clarifying the Proposal shall constitute an agreement binding the responsibilities of both parties until the contract is signed.

6. Where we participate as an S&P Broker, during the validity period of the Proposal, we shall immediately notify the Purchaser in writing when the vessel is no longer offered for sale, has been sold/transferred to another party, or our right to offer the vessel for sale is terminated, withdrawn or no longer valid.

7. Where we participate as an S&P Broker, we undertake that we have been authorized by the lawful Shipowner/Seller or have confirmation of the right to offer for sale the vessel stated in the Proposal, and the Shipowner/Seller shall directly sign the vessel sale and purchase contract with the Purchaser where our Proposal is selected.

Legal representative of the Bidder ⁽¹⁾
[Insert name, title, signature and seal]

Notes:

(1) Where the legal representative of the Bidder authorizes a subordinate to sign the Letter of Proposal, a Power of Attorney in accordance with Form No. 02 of this Chapter must be attached. Where the company charter or other relevant documents assign responsibility to a subordinate to sign the Letter of Proposal, copies of such documents must be attached (a Power of Attorney in accordance with Form No. 02 of this Chapter is not required).

POWER OF ATTORNEY FOR PARTICIPATION IN THE PROPOSAL ⁽¹⁾

Today, ____ day ____ month ____ year ____, at ____

I am ____ [*Insert name, citizen identity card number or passport number, and title of the legal representative of the Bidder*], the legal representative of ____ [*Insert name of Bidder*], having its address at ____ [*Insert address of Bidder*], hereby authorize ____ [*Insert name, citizen identity card number or passport number, and title of the authorized person*] to perform the following tasks during participation in the package ____ [*Insert name of package*] under ____ [*Insert name of project*] organized by ____ [*Insert name of the Purchaser*]:

- *Sign the Letter of Proposal;*
- *Sign the joint venture agreement (if any);*
- *Sign documents and materials for transactions with the Purchaser during participation in the Proposal, including documents explaining and clarifying the Proposal;*
- *Participate in negotiation (if any) and finalization of the contract;*
- *Sign the contract with the Purchaser where the Bidder is also the Shipowner/Seller and the authorized person has sufficient authority to sign the contract.] ⁽²⁾*

The above authorized person shall only perform the tasks within the scope of authorization as the legal representative of ____ [*Insert name of Bidder*]. ____ [*Insert name of Bidder*] shall be fully responsible for the tasks performed by ____ [*Insert name of authorized person*] within the scope of authorization.

This Power of Attorney shall be valid from ____ to ____ ⁽³⁾. This Power of Attorney is made in ____ copies of equal legal validity; the authorizing person retains ____ copies and the authorized person retains ____ copies.

Authorized person
[Insert name, title, signature and
seal (if any)]

Authorizing person
[Insert name of the legal
representative of the Bidder, title,
signature and seal]

Notes:

(1) In case of authorization, the original Power of Attorney must be submitted to the Purchaser together with the Letter of Proposal. The legal representative of the Bidder may authorize a deputy, subordinate, branch director or head of the Bidder's representative office to perform one or more of the above tasks on behalf of the legal representative of the Bidder. The seal used in case of authorization may be the seal of the Bidder or the seal of the unit in which the relevant authorized person works. The authorized person may not further authorize another person.

(2) The scope of authorization includes one or more of the tasks stated above.

(3) Insert the effective date and expiry date of the Power of Attorney consistent with the participation process and ensure that it is effective before the date on which the authorized tasks are performed.

JOINT VENTURE AGREEMENT ⁽¹⁾

_____, date _____ month _____ year _____

Package: _____ [*Insert name of package*]Under: _____ [*Insert name of project*]- Pursuant to ⁽²⁾ _____- Pursuant to ⁽²⁾ _____;- Pursuant to the Request for Proposals for package ____ [*Insert name of package*] dated ____ day ____ month ____ year ____ [*Date stated in the RFP*];

We, representatives of the parties signing the joint venture agreement, include:

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

Represented by Mr./Ms: _____

Position: _____

Address: _____

Telephone: _____

E-mail: _____

Account: _____

Tax identification number: _____

Power of Attorney No _____ day ____ month ____ year ____ (*in case of authorization*).

The parties (hereinafter referred to as the members) agree to enter into the joint venture agreement with the following contents:

Article 1. General principles1. The members voluntarily form a joint venture to participate in the package [*Insert name of package*] under ____ [*Insert name of project*].2. The members agree that the name of the joint venture for all transactions relating to this package shall be: _____ [*Insert the agreed name of the joint venture*].

3. The members undertake that no member has the right to refuse to perform the responsibilities and obligations stipulated in the contract. Where a joint venture member refuses to fulfill its own responsibilities as agreed, such member shall be handled as follows:

- *Compensate the parties in the joint venture for damages;*
- *Compensate the Purchaser for damages in accordance with the contract;*
- *Other form of handling* _____ [*Specify other form of handling*].

Article 2. Allocation of responsibilities

The members agree to bear joint and individual responsibilities for implementation of the package ____ *[Insert name of package]* under ____ *[Insert name of project]* for each member as follows:

1. Lead member of the joint venture

The parties agree to authorize ____ *[Insert name of one party]* as the lead member of the joint venture, representing the joint venture in the following tasks ⁽³⁾:

[- Sign the Letter of Proposal;

- Sign documents and materials for transactions with the Purchaser during participation in the Proposal, including requests for clarification of the RFP and documents explaining and clarifying the Proposal;

- Participate in negotiation (if any) and finalization of the contract;

- Sign a complaint where the Bidder has a complaint;

- Other tasks except signing the contract [Specify other tasks (if any)].

2. The joint venture members agree to allocate responsibilities for performing the work according to the table below ⁽⁴⁾:

No.	Name	Assigned work	Assigned value or percentage of the total quoted price
1	Name of the lead member of the joint venture		
2	Name of the second member		
....			
Total		All works of the package	

Article 3. Validity of the joint venture agreement

1. The joint venture agreement shall be effective from the date of signing.

2. The joint venture agreement shall cease to be effective in the following cases:

- The parties complete their responsibilities and obligations and proceed with contract liquidation;

- The parties mutually agree to terminate;

- The joint venture Bidder is not recommended for contract award;

- Cancellation of the package ____ *[Insert name of package]* under *[Insert name of project]* according to the Purchaser's notification.

The joint venture agreement is made in ____ copies, each party retains copies, all copies of the agreement have equal legal validity.

LEGAL REPRESENTATIVE OF THE LEAD MEMBER OF THE JOINT VENTURE ⁽⁵⁾

[Insert name, title, signature and seal]

LEGAL REPRESENTATIVE OF THE JOINT VENTURE MEMBER

[Insert name of each member, title, signature and seal]

Notes:

(1) Depending on the scale and nature of the package, the contents of the joint venture agreement under this Form may be amended or supplemented as appropriate.

(2) Update legal normative documents in accordance with current regulations.

(3) The scope of authorization includes one or more of the tasks stated above.

(4) The Bidder must clearly state the specific work and the corresponding estimated value to be performed by each joint venture member, the joint responsibilities and the responsibilities of each member, including the lead member of the joint venture.

The allocation of work within the joint venture must be based on the items stated in the price schedule in Form No. 04 of this Chapter or on the works in the production process of the items in the price schedule; works that do not belong to these items or to the production process of these items shall not be allocated;

(5) The legal representative of a joint venture member may be the legal representative or a person authorized by the legal representative.

PRICE SCHEDULE
(Applicable to lump-sum contracts)

I. Goods offered

❖ **For domestic Bidders:** The Bidder's quoted price includes all costs for implementation of the package (including VAT, import duty, special consumption tax (if any), transportation costs, insurance, registration, classification, other surcharges (if any)) to the Purchaser's port: Tan Cang Cat Lai Port, Cat Lai Ward, Ho Chi Minh City, Vietnam.

No.	List of goods	Vessel name	IMO	Year build	Origin (country, territory)	Manufacturer	Basic configuration and technical features	Unit	Quantity	Quoted unit price (including taxes, fees and charges (if any))	Total amount including taxes, fees and charges (if any)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)=(10)x(11)
1	Used Azimuth tugboat						As specified in Chapter IV	Unit	1		<i>M</i>
Total quoted price of goods including taxes, fees and charges (if any)											<i>M</i>

Notes:

- The Bidder shall fill in columns (3), (4), (5), (6), (7), (11), (12).
- (11), (12): The Bidder shall fill in the unit price and total amount including taxes, fees and charges (if any). When participating in the quotation, the Bidder shall be responsible for studying, calculating and fully quoting all taxes, fees and charges (if any) according to the tax rates, fee and charge rates applicable 28 days before the Proposal submission deadline in accordance with the regulations.

❖ **For foreign Bidders:** The quoted price is the FOB price at the port of loading proposed by the Bidder and clearly stated in the Proposal, in accordance with Incoterms® 2020.

No	List of goods	Vessel name	IMO	Year build	Origin (country, territory)	Manufacturer	Basic configuration and technical features	Unit	Quantity	Quoted unit price (FOB price)	Total
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)=(10)x(11)
1	Used Azimuth tugboat						As specified in Chapter IV	Unit	1		<i>M</i>
Total quoted price of goods											<i>M</i>

Notes:

- The Bidder shall fill in columns (3), (4), (5), (6), (7), (11), (12).

II. Related services: Not required

III. Summary of quoted price

No.	Contents	Quoted price
1	Quoted price of goods	<i>(M)</i>
2	Related services	<i>(I) Not applicable</i>
	Total quoted price (carried forward to the Letter of Proposal)	<i>(G)= (M) + (I)</i>

Legal representative of the Bidder
[insert name, title, signature and seal]

DELIVERY SCHEDULE (*)

The Bidder proposes a delivery schedule in accordance with the Purchaser's requirements

❖ **For domestic Bidders:**

No	List of goods	Unit	Quantity	Location	Delivery date	Delivery date proposed by the Bidder
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.	Used Azimuth tugboat	Unit	1	Tan Cang Cat Lai Port, Cat Lai Ward, Ho Chi Minh City, Vietnam	60 days	

Notes:

Column (7): The Bidder shall fill in;

() The goods must be delivered within the period specified in the RFP. Where the Bidder proposes a delivery time earlier than the earliest delivery date, no preference shall be given and the Proposal shall not be rejected. Where the Bidder proposes a delivery time later than this period, the Bidder's Proposal shall be rejected.*

❖ **For foreign Bidders:**

No	List of goods	Unit	Quantity	Location	Delivery date	Delivery date proposed by the Bidder
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.	Used Azimuth tugboat	Unit	1	[The Bidder shall state the port of loading/vessel delivery location in the Seller's country under FOB terms (Incoterms® 2020)]	60 days	

Legal representative of the Bidder
[insert name, title, signature and seal]

Notes:

Columns (5), (7): The Bidder shall fill in;

() The goods must be delivered within the period specified in the RFP. Where the Bidder proposes a delivery time earlier than the earliest delivery date, no preference shall be given and the Proposal shall not be rejected. Where the Bidder proposes a delivery time later than this period, the Bidder's Proposal shall be rejected.*

BIDDER INFORMATION FORM ⁽¹⁾

Date: _____

Package name: _____

Bidder name: *[insert name of Bidder. In the case of a joint venture, insert the name of each member]*

Place where the Bidder is registered for business and operation:
[insert country/territory, province/city (if any)].

Year of establishment of the company:

Legal address of the Bidder *[at the place of registration]*:

Information on the authorized representative of the Bidder

Name: _____

Address: _____

Telephone/fax: _____

Email address: _____

Attached is a copy of one of the following documents: Enterprise Registration Certificate, Investment Certificate, Establishment Decision or lawful Operation Registration Certificate...

Notes:

(1) For a joint venture Bidder, each member shall declare information using this Form.

SCOPE OF WORK USING SUBCONTRACTORS ⁽¹⁾*(applicable only to related services)*

No.	Name of subcontractor ⁽²⁾	Scope of work ⁽³⁾	Quantity of work ⁽⁴⁾	Estimated % value ⁽⁵⁾	Contract or agreement with subcontractor (if any) ⁽⁶⁾
1					
2					
...					

Notes:

(1) Where subcontractors are used to perform related services, the Bidder shall declare information using this Form.

(2) The Bidder shall specify the name of the subcontractor. Where the identity of the subcontractor has not been specifically determined at the time of participation in the quotation, this column need not be filled in and only the “Scope of work” column shall be filled in. If the Bidder is awarded the contract, the mobilization of a subcontractor to perform the declared work must be approved by the Purchaser.

(3) The Bidder shall specify the name of the work item assigned to the subcontractor.

(4) The Bidder shall specify the quantity of work assigned to the subcontractor.

(5) The Bidder shall state the estimated percentage value of the work undertaken by each subcontractor compared with the quoted price. The Bidder shall specify the percentage value of the work undertaken by the subcontractor compared with the quoted price, but it shall not exceed the percentage (%) specified in Section 12.2, Chapter I.

(6) The Bidder shall specify the number of the contract or agreement on the use of the subcontractor and shall submit the original or certified copy of such documents. Where the name of the subcontractor has not been determined, this column shall be left blank.

Part 2. TECHNICAL REQUIREMENTS

Chapter IV. TECHNICAL REQUIREMENTS FOR THE GOODS

Section 1. Technical requirements

1. General introduction to the project and package

- Package name: Package No. 3: Investment in the procurement of one (01) used Azimuth tugboat with a power output of 5,000 HP or more.
- Project name: Investment in the procurement of one (01) used Azimuth tugboat with a power output of 5,000 HP or more.
- Purchaser: Tan Cang Maritime Services Joint Stock Company;
- Source of funds: 55% company equity capital and 45% commercial bank loans;
- Contract type: Lump-sum.
- Package implementation period: 60 days.

2. Technical requirements

2.1 General technical requirements

- The operating Azimuth tugboat shall fully comply with the Rules for the Classification and Construction of Steel Ships - technical regulations of the International Association of Classification Societies (IACS).
- The goods supplied for the package must ensure normal operation, have clear and lawful origin, and include complete dossiers and technical documents reviewed by the classification society.
- The equipment and machinery installed on the vessel must be in good and synchronized operating condition and must have relevant instruction documents written in English or the language of the country where the vessel was built (local language), with an English translation.
- Replaced or modified equipment must be appraised and approved by the classification society.
- The Bidder shall provide technical dossiers and documents, registration and classification documents, or other documents of equivalent validity to prove that the offered vessel meets the technical requirements in Chapter IV of the RFP and to serve as the basis for the actual inspection and survey of the vessel (if any).
- The Bidder shall prepare a technical compliance table, clearly indicating the document and the location of the information proving compliance with each requirement in Chapter IV. Where a document does not fully show the parameters, the Bidder may use a combination of documents of equivalent validity as

evidence.

2.2 Specific technical requirements:

Any brand, trademark/model (if any) in the detailed technical standards table below is used to illustrate the minimum required quality standards and technical features. The Bidder may select and offer goods with a manufacturer, brand and model appropriate to the supply conditions, but must ensure that the technical standards, technical characteristics and functions are “equivalent” or “superior” to the minimum requirements. The summary of technical specifications of the goods and related services must comply with the following technical specifications and standards:

No.	Detailed content
I	General information on the investment in the procurement of one (01) used Azimuth tugboat with the following basic requirements:
	- Vessel class: VRH (Vietnam Sea Area) - Vessel age not exceeding 15 years as of delivery date of the vessel, operating hours not exceeding 25,000 hours. - Vessel designed for towing or pulling offshore structures. - Vessel type: Azimuth Stern Drive tugboat (Z-DRIVER; Pusher Tugs) with Azimuth propulsion system at the stern. - Hull material: Steel - Design speed at 100% load greater than 10 knots (according to the Sea Trial document approved by the Classification Society). - The vessel must be equipped with an electrical system according to the vessel's design documentation, - The vessel is designed with complete living quarters for the crew, life rafts and fire-fighting equipment according to the minimum safety manning standards. - The fire-fighting system is fully arranged according to the rules of International Association of Classification Societies. - The main steering system and the backup steering system are operational - The equipment arranged on board must satisfy the regulations of International Association of Classification Societies. - Design dossiers, documents, or documents for modification purposes must be appraised and accepted by the classification society.

	- Technical documents and operating manuals are written in English.
II	Basic hull dimensions
	- Maximum length: $\geq 24.0\text{m}$ - Maximum beam: $\geq 8.0\text{m}$ - Average draft at full load: $\leq 5.0\text{m}$
III	Operational status and legal status: Vessel documents, Classification
	- The actual technical condition of the hull and deck equipment must comply with International Association of Classification Societies. - Vessel designed for towing or pushing other vessels (using a robust bow or bow with a strong structural design). - Vessel stability according to the document issued to the Captain approved by the Classification Society. - The bow deck is wide and flat, non-slip, easy for mooring operations or easy to approach small vessels, specialized barges, drilling rigs. (Mooring bollard at the bow is at a distance of $\geq 2.4\text{m}$) - The radar mast and structures behind the cabin must be arranged so as not to obstruct the operator's rear view. - The engine room is arranged to be well-ventilated and equipped with a forced ventilation system. - Winch system: The vessel is equipped with a hydraulic system (bow winch, stern winch and towing hook). The winch control system is operated directly at the winch and remotely from the wheelhouse.
IV	Selection of main engine power.
	- Main engines are from manufacturers such as: Niigata, Yanmar, Cummins, Caterpillar, Wartsila, or engines produced in OECD countries. - Power output of each main engine: 2,500 HP or more - Main engines are equipped with turbochargers. - Starting system by compressed air, or electric. - The propulsion system (main engine, clutch, propeller assembly) is equipped synchronously. - The drive shaft bearings are lubricated with grease, or lubricated with oil from the main engine system, or oil from the clutch system - Clutch designed synchronously with the main engine: Wet friction

	clutch or dry friction clutch. - Control system is operational - Protection alarm system is operational - Main engine and its auxiliary systems are operational
V	Selection of propeller
	- Propeller shaft system from Niigata, Schottel, or manufacturers produced in OECD countries. - Control system: electro-hydraulic - The profile and dimensions of the propeller are according to the design documentation and are free from defects. - Propeller type: Fixed Pitch Propeller (FPP). - Propeller-to-shaft connection: keyless connection - Propeller nozzle intact., (or repaired/replaced but certified by competent authority when repairing to fix defects)
VI	Control system: - Wheelhouse control: 0-180 degrees, or from 0-360 degrees. Following steering modes comply with design standards.
VII	Diesel generator engine
	- Generator engines from manufacturers such as: Yanmar, Cummins, Daewoo, Caterpillar, Volvo penta, Jonh deere, Doosan or manufacturers produced in OECD countries. - Power output of each generator: 100 kVA or more. - Phase generator: 440/225VAC 380/225VAC, 225VAC. Power from 100-200 kVa. Frequency 50/60Hz. - Technical specifications must be clearly and fully displayed on the machine body. (Labels on the diesel engine are intact) - Alarm and protection parameters are operating
VIII	Auxiliary equipment
	Auxiliary equipment: equipped in accordance with design documentation
IX	Mooring and winch system
	- Winch and mooring winch system: Hydraulic winch system. - Control system: Electric - Hydraulic.

	- Control location: Direct control at the winch, and indirect control in the wheelhouse - The structure of the winch unit is designed with a pulling force of 50 tons or more
X	Radio navigational equipment
	Communication equipment: - Fully equipped according to the list specified for the vessel class being maintained. - Equipment is operating and within its inspection period.
XI	Life-saving appliances/equipment
	- Equipment is equipped according to the classification society rules for the vessel class. - Life rafts within inspection period. Information on life rafts matches vessel documentation. - Life jackets are equipped according to the vessel's manning scale.
XII	Firefighting equipment (equipped according to vessel class)
	- Fire-fighting plan approved by the classification society. - Onboard firefighting equipment is arranged according to the fire schematic. - Equipment (hoses, nozzles in a state of being operational) - Portable and mobile fire extinguishers are undamaged and fully arranged according to classification society rules. - Fire detection system: arranged in accordance with the classification society rules for the vessel class. - Fire pump: Operating. - Water firefighting system: FiFi. Operational. - Chemical firefighting system (foam pump system) - Pump type: centrifugal
XIII	Arrangement of living and working areas
	✓ Living and working areas: are arranged according to design documentation.

- Origin of goods: OECD countries.

Section 2. Drawings: None

Section 3. Inspection and Testing

3.1. Before acceptance and handover of the vessel, the Purchaser has the right to conduct an actual inspection and testing of the vessel to verify the vessel's conformity with the Proposal, technical documents and the requirements specified in Chapter IV of the RFP.

3.2. The Bidder shall directly arrange or coordinate with the Shipowner/Seller to fully arrange the vessel, crew, fuel, materials, equipment and necessary conditions for inspection and testing.

3.3. The minimum inspection and testing contents include:

- Inspection of the vessel's legal documents, registration and classification documents, valid classification certificate and related technical documents;
- Inspection of the condition of the hull, structures, deck, anchoring system, towing winch, deck equipment and equipment installed on the vessel;
- Operational inspection of the main engines, auxiliary engines, gearbox, shafting system, Azimuth propellers, steering system, electrical system, fuel system, lubrication system, cooling system, compressed air system and auxiliary systems;
- Dock trial to check the operation of the main systems and auxiliary systems;
- Sea trial to evaluate maneuverability, operation, acceleration, deceleration, ahead running, astern running, turning, emergency stopping and the operation of the Azimuth propeller system;
- Inspection of the fire-fighting system, life-saving system, communications, navigational equipment and safety equipment in accordance with the regulations of the classification society;
- Inspection of other contents as required by the Purchaser to verify the vessel's compliance with the RFP.

3.4. The inspection and testing shall be recorded in minutes. The vessel shall only be accepted when all inspection and testing contents meet the requirements of the RFP.

3.5. Where the vessel fails to meet the requirements during inspection and testing before handover, the Seller shall carry out repairs and rectification and arrange re-inspection and re-testing at its own cost until the requirements of the RFP and the contract are met.

Part 3. CONTRACT FORM

Use the Norwegian/Nippon Sale Form 1999 or the Shipowner's form, while ensuring safety and suitability for the actual sale and purchase transaction conditions of each specific vessel in accordance with international practice.