

BIDDING DOCUMENT

PACKAGE NUMBER: T39

PACKAGE NAME: PROJECT MANAGEMENT CONSULTANCY
SERVICES FOR LONG PHU 1 THERMAL
POWER PLANT

PROJECT: LONG PHU 1 THERMAL POWER PLANT

*[WRITE THE PACKAGE NUMBER, PACKAGE NAME AND PROJECT NAME]
ACCORDING TO THE BIDDER SELECTION PLAN]*

RELEASE DATE: *IN ACCORDANCE WITH INVITATION TO BID.*

**ISSUED WITH
DECISION:** *IN ACCORDANCE WITH INVITATION TO BID.*

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SUMMARY

Part 1. BIDDING PROCEDURES

Chapter I. Instructions to Bidders

This Chapter provides information to assist Bidders in preparing their bids. The information includes provisions for preparing, submitting, opening, and evaluating bids, as well as awarding contracts.

Chapter II. Bid Data Sheet

This Chapter specifies the contents of Chapter I as applied to each bid package.

Chapter III. Criteria for Evaluation of Bids

This Chapter includes the criteria for evaluating the validity of the Bid, the technical evaluation, and the financial evaluation to perform the bid package.

Chapter IV. Bidding Forms

This chapter includes the bidding invitation forms and bid submission forms that the Owner and the Bidder must complete as part of the contents of the Bidding Documents and the Bid.

Part 2. TERMS OF REFERENCE

Chapter V. Terms of Reference

The terms of reference include an introduction to the bid package, scope of work, reporting requirements, implementation time, the Bidder's experience and personnel qualifications, and other necessary requirements (if any), as well as the responsibilities of the Owner.

Part 3. CONTRACT CONDITIONS

Chapter VI. Contract

This Chapter consists of Contract Conditions and Contract Forms.

ABBREVIATIONS

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| BDS | Bid Data Sheet |
| ITB | Instructions to Bidders |
| USD | US Dollar |
| VND | Vietnam Dong |
| VNEPS (the System) | Vietnam National E-Procurement System |
| Decree 214/CP | Decree No. 214/2025/NĐ-CP dated August 08, 2025 of the Government on elaboration of and measures for implementation of the Law on Bidding regarding bidder selection |
| Law on Bidding | <p>Law on Bidding No. 22/2023/QH15 dated June 23, 2023 of the National Assembly</p> <p>Law No. 57/2024/QH15 dated November 29, 2024, of the National Assembly, amending the Law on Planning, the Law on Investment, the Law on Public-Private Partnership Investment, and the Law on Bidding.</p> <p>Law No. 90/2025/QH15 dated June 25, 2025, of the National Assembly on amending and supplementing a number of articles of the Law on Bidding, the Law on Investment in the form of Public-Private Partnership, the Law on Customs, the Law on Value-Added Tax, the Law on Export and Import Duties, the Law on Investment, the Law on Public Investment, and the Law on Management and Use of Public Property.</p> |

Part 1. BIDDING PROCEDURES

Chapter I. INSTRUCTIONS TO BIDDERS

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| <p>1. Scope of the Bid Package</p> | <p>1.1. The Owner specified in the BDS issues this Bidding Document to select bidders to implement the consultancy service bid package according to the one-stage, two-envelopes method.</p> <p>1.2. The name of the bidding package and project is specified in the BDS.</p> |
| <p>2. Explanation of Terms</p> | <p>2.1. The bid closing time is the deadline for receiving the Bid and is specified in the Invitation to Bid on the System.</p> <p>2.2. Day means a calendar day, including weekends, holidays, and Tet holidays as prescribed by the labour laws of Vietnam.</p> |
| <p>3. Sources of Capital</p> | <p>The source of funds (or method of arranging funds) to be used for the bid package is specified in the BDS.</p> |
| <p>4. Prohibited Conduct</p> | <p>4.1. Giving, receiving, or brokering bribes.</p> <p>4.2. Taking advantage of one's position and power to influence or illegally interfere with bidding activities in any form.</p> <p>4.3. Bid collusion includes the following acts:</p> <ul style="list-style-type: none"> a) Arranging, agreeing, or forcing one or more parties to prepare Bids or withdraw Bids so that one party wins the bid; b) Arranging or agreeing to refuse to provide goods or services, not signing subcontracts or making other agreements to limit competition so that one party wins the bid; c) Intentionally failing to provide documents proving capacity and experience, despite being a qualified and experienced bidder who participated in the bidding and met the requirements of the Bidding Document, when requested by the Owner to clarify the Bid or compare documents, with the aim of creating conditions for one party to win the bid. <p>4.4. Fraud includes the following acts:</p> <ul style="list-style-type: none"> a) Falsifying or falsifying information, records and documents in bidding; b) Intentionally providing dishonest and non-objective information and documents in the Bid to distort the results of bidder selection. <p>4.5. Obstruction includes the following acts:</p> <ul style="list-style-type: none"> a) Destroying, deceiving, changing, concealing evidence or reporting falsely; threatening or suggesting to any party to prevent |

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| | <p>the clarification of acts of giving, receiving, brokering bribes, fraud or colluding with competent authorities in supervision, inspection, examination and auditing;</p> <p>b) Obstructing competent persons, the Owner, and bidders in the process of selecting bidders;</p> <p>c) Obstructing competent authorities to supervise, inspect, examine and audit bidding activities;</p> <p>d) Deliberately making false complaints, accusations, or recommendations to obstruct bidding activities;</p> <p>e) Violating the Law on Network Safety and security to interfere with or obstruct online bidding.</p> <p>4.6. Failure to ensure fairness and transparency includes the following acts:</p> <p>a) Participating in bidding as a bidder for a bidding package while serving as the Owner or performing the tasks of the Owner not in accordance with the provisions of the Law on Bidding;</p> <p>b) Participating in preparing and simultaneously in appraising the Bidding Document for the same bid package;</p> <p>c) Participating in evaluating Bids and simultaneously in appraising bidder selection results for the same bid package;</p> <p>d) Individuals of the Owner directly participating in the bidder selection process, participating in the expert team or the team evaluating bidder selection results or acting as the authorized person or the head of the Owner for bid packages where a person with family relations as prescribed in the Law on Enterprises is bidding or is the legal representative of the participating bidder;</p> <p>dd) Bidding for a package belonging to a project whose Owner or Owner is the agency or organization in which he/she worked and held a leadership or management position within the 12 months from the date of no longer working at that agency or organization;</p> <p>e) The supervising consultant bidder simultaneously performing inspection consultancy for the bid package being supervised by that bidder;</p> <p>g) Stating conditions in the Bidding Document to limit the participation of bidders or to create advantages for one or several bidders, causing unfair competition, violating the provisions of Clause 3, Article 44. of the Law on Bidding.</p> <p>4.7. Disclosing documents and information about the bidder selection process, except for providing information as prescribed in Point b Clause 8 Article 77, Clause 11 Article 78, Clause 4 Article 80, Clause 4 Article 81, Clause 2 Article 82, of the Law on</p> |
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| | <p>Bidding, including:</p> <ul style="list-style-type: none"> a) Bidding Document contents before the prescribed issuance time; b) Contents of Bid; contents of Bid clarification requests of the Owner and responses of bidders during the Bid evaluation process; reports of the Owner, reports of expert teams, appraisal reports, reports of consulting bidders, reports of relevant professional agencies during the bidder selection process; recorded documents, minutes of bid evaluation meetings, comments and assessments for each Bid before being made public as prescribed; c) Bidder selection results before being made public as prescribed; d) Other documents in the bidder selection process containing state secret contents as determined according to legal provisions. <p>4.8. Transfer of contract in the following cases:</p> <ul style="list-style-type: none"> a) The bidder transfers to another bidder the part of the work in the package beyond the maximum value for the subcontract and the volume of work for the special subcontract stated in the contract; b) The Bidder transfers to another bidder a part of the work in the bid package that does not exceed the maximum value of work for the subcontract stated in the contract but is outside the scope of work for the subcontract proposed in the Bid without the approval of the Owner and the supervision consultant; c) The Owner and supervision consultant agree to let the bidder transfer the work specified in Point a of this Clause; d) The Owner and supervision consultant agree to let the bidder transfer the work specified in Point b of this Clause that exceeds the maximum value of work for subcontract stated in the contract. |
| <p>5. Eligibility of Bidders</p> | <p>5.1. The Bidder is an organization that meets the following conditions:</p> <ul style="list-style-type: none"> a) Independent financial accounting; b) Not in the process of carrying out dissolution procedures or having its business registration certificate, cooperative registration certificate, cooperative union registration certificate, or cooperative group registration certificate revoked; not in a case of insolvency according to the provisions of any relevant national law; c) Ensure competition in bidding as prescribed in BDS; d) Not currently banned from participating in bidding according to the provisions of the Law on Bidding; |

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| | <p>dd) Not being prosecuted for criminal liability;</p> <p>e) Be named on the System before approving the bidder selection results;</p> <p>f) For foreign bidders, it is mandatory to enter into a consortium with a local bidder or subcontract local bidder, unless local bidders are incapable of performing any tasks of the bid package, as prescribed in BDS;</p> <p>g) For domestic Bidders, these are enterprises, cooperatives, unions of cooperatives, partnerships, public non-business units, foreign-invested economic organizations, and other organizations that are duly established and operating in accordance with the laws of Vietnam. For foreign Bidders, these are entities that are lawfully established and operating under any relevant national laws.</p> <p>5.2. The Bidder is a business household that meets the following conditions:</p> <p>a) Have a business registration certificate in accordance with legal provisions;</p> <p>b) Not in the process of ceasing operations or having its business registration certificate revoked; the business owner is not being prosecuted for criminal liability;</p> <p>c) Satisfy the conditions specified in points c, d and e, Section 5.1 of ITB.</p> |
| <p>6. Contents of the Bidding Document</p> | <p>6.1. The Bidding Document includes Invitation to Bid (consisting of parts 1, 2, 3) and documents clarifying or amending the Bidding Document as prescribed in Section 7 of ITB (if any), including:</p> <p>Part 1. Bidding Procedures</p> <ul style="list-style-type: none"> - Chapter I. Instructions to Bidders - Chapter II. Bid Data Sheet - Chapter III. Criteria for Evaluation of Bids - Chapter IV. Bidding Forms <p>Part 2. Terms of Reference</p> <ul style="list-style-type: none"> - Chapter V. Terms of Reference <p>Part 3. Contract Conditions and Contract Forms</p> <p>6.2. The Owner shall not be responsible for the accuracy and completeness of the Bidding Document, documents clarifying the Bidding Document, or documents amending the Bidding Document as prescribed in Section 7 of ITB if these documents are not provided by the Owner on the System. The Bidding Document issued by the Owner on the System will be the basis for</p> |

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| | <p>consideration and evaluation.</p> <p>6.3. The Bidder must study all information in the Bidding Document, including amendments, clarifications of the Bidding Document, and minutes of the pre-bidding conference (if any) to prepare the Bid according to the Bidding Document's requirements accordingly.</p> |
| <p>7. Amendment and Clarification of Bidding Document</p> | <p>7.1. In the event of an amendment to the Bidding Document, the Owner shall post the amendment decision along with the amended contents and the updated Bidding Document (in both webform and attached file formats). Amendments to the Bidding Document must be made at least 10 days prior to the bid closing date and must ensure sufficient time for Bidders to complete their Bids; if this time frame cannot be ensured, the bid closing date must be extended accordingly.</p> <p>7.2. In case of needing to clarify the Bidding Document, the Bidder must send a request for clarification to the Owner via the System at least 05 working days before the bid closing date for the Owner to consider and process. The Owner shall receive the request for clarification according to the Bidder's request and carry out the clarification on the System no later than 02 working days before the bid closing date, in which the content requiring clarification is described but the name of the Bidder requesting clarification is not mentioned. In case the clarification leads to amendment of the Bidding Document, the Owner shall amend the Bidding Document according to the provisions in Section 7.1 of ITB.</p> <p>7.3. If necessary, the Owner shall organize a pre-bidding conference to discuss the contents of the Bidding Document that Bidders do not understand according to the provisions of BDS. The Owner shall post a notice of the organization of the pre-bidding conference on the System; all interested Bidders are allowed to attend the pre-bid conference without prior notice to the Owner. The content of the discussion between the Owner and the Bidder must be recorded in minutes by the Owner and made into a document clarifying the Bidding Document posted on the System within a maximum of 02 working days from the end date of the pre-bid conference. The fact that the bidder does not attend the pre-bid conference or does not have a certificate of attendance at the pre-bid conference is not a reason to reject the Bidder's Bid.</p> <p>7.4. In case the Bidding Document needs to be amended after the pre-bidding conference, the Owner shall amend the Bidding Document according to the provisions in Section 7.1 of ITB. The minutes of the pre-bidding conference are not a document amending the Bidding Document.</p> |

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| | <p>7.5. The Owner is responsible for monitoring information on the System to promptly clarify the Bidding Document at the request of the Bidder.</p> <p>7.6. The Contractor is responsible for monitoring information on the System to update information on Bidding Document amendments, change the bid of closing time (if any) to serve as a basis for preparing Bid. In case of errors due to failure to monitor and update information on the System, leading to disadvantages for Bidders during the bidding process, including changes, amendments to the Bidding Document, bid closing time and other contents, bidders must take responsibility and suffer disadvantages during the bidding process.</p> |
| <p>8. Bidding Costs</p> | <p>The Bidding Document shall be posted on the System; the Bidder pays to purchase the electronic copy of the Bidding Document when submitting the Bid.</p> <p>The Bidder shall bear all costs associated with the preparation and submission of its Bid. The Owner shall not be held responsible or liable for any of these costs.</p> |
| <p>9. Language of Bids</p> | <p>The Bid, as well as all correspondence and documents relating to the Bid exchanged between the Bidder and the Owner, shall be written in the language prescribed in the BDS.</p> <p>In case of missing translations, the Owner may request the Bidder to provide additional documents if necessary.</p> |
| <p>10. Components of Bid</p> | <p>The Bid includes Technical Bid and Financial Bid, which comprise the following:</p> <p>10.1. Technical Bid includes:</p> <ul style="list-style-type: none"> a) Letter of Technical Bid in Technical Bid accordance with Section 11 of ITB; b) Documents proving the eligibility of the person signing the Letter of Bid as prescribed in Section 16.3 of ITB; c) Consortium agreement (in case of consortium) using Form No. 03 of Chapter IV - Bidding forms; d) Documents proving the eligibility of the Bidder as prescribed in Section 5 of ITB; dd) Documents proving the Bidder's qualifications and experience; e) Technical proposal as prescribed in Section 14 of ITB. <p>10.2. The Financial Bid includes:</p> |

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| | <p>a) Letter of Financial Bid in accordance with Section 11 of ITB;</p> <p>b) Price proposal and accompanying required tables must be fully filled in with information as prescribed in Section 11 and Section 12 of ITB.</p> <p>10.3. Other contents as prescribed in the BDS.</p> |
| 11. Letters of Bid and Required Tables | The Bidder shall submit the Letter of Technical Bid in Technical Bid and Letter of Financial Bid in Financial Bid, and accompanying required tables using the forms furnished in Chapter IV - Bidding forms. |
| 12. Bid Price and Discount | <p>12.1. Bid Price is the price offered by the Bidder in Letter of Financial Bid (excluding discounts), including all costs to implement the bid package as prescribed in the BDS.</p> <p>In case the Bidder has a proposal for a price reduction, it can be recorded directly in the Letter of Financial Bid or proposed separately in the discount letter. The discount letter can be submitted together with the Financial Bid or submitted separately, but must ensure that the Owner receives it before the bid closing time. In case the discount letter is submitted together with the Financial Bid, the Bidder's list of Financial Bid components must include the discount letter. In case the discount letter is submitted separately, the discount letter must be placed in a sealed envelope, clearly marked "Discount Letter" (the sealing method is determined by the Bidder) in accordance with the provisions of Section 17.2 and Section 17.3 of ITB. The discount letter will be kept by the Owner as part of the Bid and opened at the same time as the Bidder's Financial Bid. In case of a discount, the Bidder must clearly state the content and method of discounting the specific items stated in the Financial Bid. In case the discount method is not clearly stated, it is understood that the discount is equal in proportion to all items stated in the Financial Bid.</p> <p>12.2. The Bidder must offer all costs to implement the bid package according to Forms No. 11A, 11B, 12 in Chapter IV. Bidding forms of the Bidding Document.</p> |
| 13. Bidding Currency and Payment Currency | <p>13.1. The bidding currency and the payment currency must be the same and as specified in the BDS. A specific work item is quoted in one currency.</p> <p>13.2. Domestic costs must be paid in VND, costs outside Vietnam must be paid in the currency specified in Section 13.1 of ITB.</p> |
| 14. Technical Proposal | 14.1. The technical proposal shall not contain any financial information. If the technical proposal of the Bidder contains |

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| | <p>important financial information, the Bidder shall be responsible for any disadvantages caused by the disclosure of financial information in the technical proposal (if any).</p> <p>14.2. The Bidder shall not propose other options for key personnel. Only one expert resume shall be proposed for each key personnel position.</p> <p>14.3. For portion applying time-based contracts, if required by the Bidding Document, the Bidder must propose the working time of key personnel not shorter than the time specified in BDS.</p> |
| <p>15. Validity Period of Bid</p> | <p>15.1. The Bid, including the Technical Bid and the Financial Bid, must be valid for no shorter period than the period specified in the BDS. Any Technical Bid and the Financial Bid with a shorter period of validity than specified will not be further considered and evaluated.</p> <p>15.2. If necessary, before the expiry of the validity period of the Bid, the Owner may request Bidders to extend the validity of the Bids (extend the validity of both the Technical Bid and the Financial Bid). If the Bidder does not accept the extension of the validity of the Bid, the Bidder's Bid will not be considered further. The Bidder who accepts the extension request is not allowed to change any content of the Bid. The request for extension and acceptance or non-acceptance of the extension shall be made in writing.</p> |
| <p>16. Format and Signing of Bid</p> | <p>16.1. The Bidder shall prepare the Bid consisting of one original of Technical Bid and one original of Financial Bid as described in Section 10 of ITB and a number of copies of the Technical Bid, Financial Bid as prescribed in the BDS. The cover of the Bid shall be clearly marked “TECHNICAL BID ORIGINAL”, “FINANCIAL BID ORIGINAL”, “TECHNICAL BID COPY”, and “FINANCIAL BID COPY”.</p> <p>In case of any modifications to or substitutes for Technical Bid and/or Financial Bid, the Bidder shall prepare one original and a number of copies of the Bid as prescribed in the BDS. The cover of documents shall be clearly marked “MODIFIED TECHNICAL BID ORIGINAL”, “MODIFIED TECHNICAL BID COPY”, “MODIFIED FINANCIAL BID ORIGINAL”, “MODIFIED FINANCIAL BID COPY”, “SUBSTITUTED TECHNICAL BID ORIGINAL”, “SUBSTITUTED TECHNICAL BID COPY”, “SUBSTITUTED FINANCIAL BID ORIGINAL”, “SUBSTITUTED FINANCIAL BID COPY”.</p> <p>16.2. The Bidder shall be responsible for the consistency between the original and the copies. In the event of any discrepancy</p> |

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| | <p>between the original and the copies does not lead to any change to the rank of the Bidder, the original shall prevail. In the event of any discrepancy between the original and the copies leading change to the rank of the Bidder, the Bid shall be rejected.</p> <p>16.3. The original of Technical Bid and Financial Bid shall be typed or written in indelible ink and paginated continuously. Letter of Bid, Letter of Discount (if any), additional documents, clarifying documents, Price Schedules and other forms prescribed in Chapter IV – Bidding forms shall bear the signature and seal of the Bidder’s legal representative or authorized representative (if any). The authorized representative shall obtain an original or notarized Power of Attorney using Form No. 02 of Chapter IV – Bidding forms or a copy of the Company Charter, a certified Decision on Establishment of branch or other documents proving the competence of the authorized representative, and it shall be submitted together with the Bid.</p> <p>16.4. If the Bidder is a consortium, the Bid shall bear the signatures of legal representatives of all consortium’s partners or the partner that represents the consortium according to the consortium agreement. In order to ensure that all consortium’s partners are legally bound, the consortium agreement shall bear the signatures of legal representatives of all consortium’s partners.</p> <p>16.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Letter of Bid.</p> |
| <p>17. Sealing and Marking of Bid</p> | <p>17.1. The Technical Bid envelope contains the original and the copies and clearly marks it as “TECHNICAL BID”. The Financial Bid envelope contains the original and the copies and clearly marks it as “FINANCIAL BID”.</p> <p>In case of any modifications to or substitutes for Technical Bid and/or Financial Bid, the modified or substituted documents (including the original and the copies) shall be put into separate envelopes and clearly mark it “MODIFIED TECHNICAL BID”, “SUBSTITUTED TECHNICAL BID”, “MODIFIED FINANCIAL BID”, “SUBSTITUTED FINANCIAL BID”.</p> <p>These envelopes: including Technical Bid, Financial Bid, Modified Technical Bid, Modified Financial Bid, Substituted Technical Bid, Substituted Financial Bid (if any), shall be sealed. The sealing of envelopes shall comply with regulations provided by the Bidder.</p> <p>17.2. The outer envelopes shall:</p> <p>a) bear the name and address of the Bidder;</p> |

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| | <p>b) be addressed to the Owner in accordance with Section 18.1 of ITB;</p> <p>c) bear the name of the package in accordance with Section 1.2 of ITB;</p> <p>d) bear a warning: “Do not open before the time and date for Technical Bid opening” regarding envelopes of Technical Bid, Modified Technical Bid, or Substituted Technical Bid (if any); bear a warning “Do not open before the time and date of Financial Bid opening” regarding envelopes of Financial Bid, Modified Financial Bid, or Substituted Financial Bid (if any).</p> <p>17.3. If the envelopes are not sealed or the seals thereof are lost during the transfer process to the Owner, or they are not marked as required in Section 17.1 and Section 17.2 of ITB, the Bidder shall be responsible for those failures. The Owner will assume no responsibility for the confidentiality of the Bid if the Bidder fails to comply with the above regulations.</p> |
| <p>18. Bid Closing Time</p> | <p>18.1. Bidders submit their Bids according to the provisions of the BDS and must ensure that the Owner receives it before the bid closing time as prescribed in the BDS.</p> <p>The Bidder, upon Bid submission, shall pay the Owner an amount equal to the selling price of the Bidding Document before their Bid’s receipt.</p> <p>18.2. The Owner may extend the bid closing time by amending the Bidding Document as prescribed in Section 7 of ITB. When extending the bid closing time, all rights and responsibilities of the Owner and the Bidder according to the previous bid closing time will be changed according to the newly extended bid closing time.</p> |
| <p>19. Late Submission of Bid</p> | <p>The Bids sent to the Owner after the bid closing time shall not be opened, shall be invalid and shall be rejected. Any documents sent by the Bidder after the bid closing time to modify to or supplement the submitted Bids shall be invalid, except for documents sent by the Bidder to clarify the Bids at the request of the Owner or documents to clarify or supplement to prove the Bidder's eligibility, capacity and experience as prescribed in Section 26.1 and Section 26.3 of ITB.</p> |
| <p>20. Withdrawal, Substitution, and Modification of Bid</p> | <p>20.1. Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice duly signed by a legal representative or an authorized representative with a copy of the Power of Attorney in accordance with Section 16.3 of ITB. The corresponding substitution or modification of the Bid shall accompany the respective written notice. The corresponding</p> |

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| | <p>documentation shall be:</p> <p>a) submitted in accordance with Section 16 and Section 17 of ITB, and in addition, the respective envelopes shall be clearly marked “MODIFIED TECHNICAL BID” OR “MODIFIED FINANCIAL BID” or “SUBSTITUTED TECHNICAL BID” or “SUBSTITUTED FINANCIAL BID”, or “WITHDRAWAL”; and</p> <p>b) received by the Owner prior to the bid closing time, in accordance with Section 18.1 of ITB.</p> <p>20.2. The bid requested to be withdrawn in accordance with Section 20.1 of ITB shall be returned unopened to the Bidders.</p> <p>20.3. No Bid shall be withdrawn, substituted, or modified in the interval between the bid closing time and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof.</p> |
| <p>21. Technical Bid Opening</p> | <p>21.1. At the bid closing time, in case 01 bidders submit the Bids, The Owner shall consider and handle the situation in accordance with Clause 5, Article 140 of Decree No. 214/2025/ND-CP. In case no bidders submit the Bid, the Owner shall consider to extend the bid closing time or to cancel the Invitation to Bid to reorganize the bidder selection process in accordance with Clause 4, Article 140 of Decree 214/2025/ND-CP.</p> <p>Except for cases prescribed in Section 19 and Section 20 of ITB, all Technical Bids received prior to the bid closing time shall be opened and read out information prescribed in Section 21.5 of ITB by the Owner. The Technical Bid opening shall be held in public at the address, date and time specified in the BDS in the witness of participants being Owner and relevant agencies and organizations. The Technical Bid opening shall be conducted regardless of the absence of any Bidder’s representative.</p> <p>21.2. First, envelopes marked “WITHDRAWAL” shall be opened and read aloud and clearly the information and the corresponding Bid shall not be opened but returned to the Bidder. No Bid withdrawal shall be permitted, and corresponding Technical Bid shall be opened unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal.</p> <p>21.3. Next, envelopes marked “SUBSTITUTED TECHNICAL BID” shall be opened and read aloud and clearly the information and exchanged with the corresponding Technical Bid being substituted; the initial Technical Bid envelope shall not be opened and returned to the Bidder as it is. No substitution of Technical Bid shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution.</p> |

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| | <p>21.4. Next, envelopes marked “MODIFIED TECHNICAL BID” shall be opened and read aloud and clearly the information with the corresponding Technical Bid. No Modified Technical Bid shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification. Only envelopes that are opened and read out at the Technical Bid opening shall be considered further.</p> <p>21.5. The Technical Bid opening shall be conducted to every Technical Bid according to the alphabet order of the Bidders’ names and the following procedures:</p> <p>a) The seals shall be checked;</p> <p>b) The envelopes marked “TECHNICAL BID”, “MODIFIED TECHNICAL BID” (if any) or “SUBSTITUTED TECHNICAL BID” (if any) shall be opened, and read aloud and clearly at least the following information:</p> <ul style="list-style-type: none">- The name of the Bidder;- Participate independently or in consortium;- Number of originals, copies of Technical Bid- The validity period of Technical Bid;- Period of time to implement the package;- and Other information that the Owner deems necessary. <p>Only the Technical Bids opened and read during the Technical Bid opening ceremony will be considered and evaluated further;</p> <p>c) Number of originals and copies of Technical Bid and relevant information shall be read out;</p> <p>d) The representative of the Owner shall countersign the original of Letter of Technical Bid of Technical Bid, Power of attorney (if any), Consortium Agreement (if any). No Bid shall be rejected at Technical Bid opening except for late Bid, in accordance with Section 19 of ITB.</p> <p>dd) The Owner and the Bidders participating in the opening of the Technical Bid shall seal the outer envelopes marked “FINANCIAL BID”, “MODIFIED FINANCIAL BID”, “SUBSTITUTED FINANCIAL BID”; the sealing method shall be agreed upon by the Owner and the Bidders. After sealing, the Owner shall be responsible for preserving the above envelopes according to the confidential document management regime until the opening of the Financial Bid as prescribed in Section 23 of ITB.</p> <p>21.6. The Owner shall prepare a record of the opening of the</p> |
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| | <p>Technical Bids, which shall include the information specified in Points b and c, Section 21.5 of ITB. The record of the opening of the Technical Bid must be signed by the representative of the Owner and the Bidders attending the opening of the Technical Bid. The absence of a Bidder's signature in the record shall not render the record invalid or void. A copy of the record shall be distributed to all Bidders who participate in the package and openly released on the System within 24 hours from the time of Technical Bid opening.</p> |
| <p>22. Evaluation of Technical Bid</p> | <p>22.1. The Owner shall apply the evaluation criteria listed in this Section and the evaluation methods specified in the BDS to evaluate the Technical Bids. No other evaluation criteria or methods shall be used.</p> <p>22.2. Checking and evaluating the validity of the Technical Bid:</p> <p>a) The checking and evaluation of the validity of the Technical Bid shall be carried out in accordance with the provisions of Section 1, Chapter III - Criteria for evaluation of Bids;</p> <p>b) Bidders with valid Technical Bids will be considered and further evaluated on technical aspects.</p> <p>22.3. Technical evaluation:</p> <p>a) Technical evaluation is conducted according to the evaluation criteria specified in Section 2, Chapter III - Criteria for evaluation of Bids;</p> <p>b) The Bidders satisfying technical evaluation shall be considered and evaluated for the Financial Bid according to the provisions in Section 3 and Section 4, Chapter III - Criteria for evaluation of Bids.</p> <p>22.4. List of Bidders satisfying technical requirements shall be approved in writing by the Owner. The Owner shall send the List of Bidders satisfying and non-satisfying technical requirements to all Bidders, which contains invitations of Bidders satisfying technical requirements to open Financial Bid. List of Bidders satisfying technical requirements must be published by the Owner on the System within 05 working days from the date of approval of this list.</p> |
| <p>23. Financial Bid Opening</p> | <p>23.1. The Financial Bid opening shall be held in public at the address, date and time specified in the Notification of List of Bidders satisfying technical requirements, in the witness of participants being Bidders' representatives and relevant agencies and organizations. The Financial Bid opening shall be conducted regardless of the absence of Bidder's representative.</p> |

23.2. At the Financial Bid opening, the Owner shall announce List of Bidders satisfying technical requirements and then check seals of the envelopes marked “FINANCIAL BID”, “MODIFIED FINANCIAL BID”, “SUBSTITUTED FINANCIAL BID”.

23.3. First, the envelopes marked “SUBSTITUE FINANCIAL BID” shall be opened and read aloud and clearly the information and exchanged with the corresponding Financial Bid being substituted, and the previous Financial Bid shall not be opened, but returned to the Bidder. No substitution of Financial Bid shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution.

23.4. Next, the envelopes marked “MODIFIED FINANCIAL BID” shall be opened and read aloud and clearly the information with the corresponding Financial Bids. No Financial Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification. Only envelopes that are opened and read out at the Financial Bid opening shall be considered further.

23.5. The Financial Bid opening shall be conducted to every Financial Bid according to the alphabet order of the Bidders’ names and the following procedures:

a) The seals shall be checked;

b) The envelopes marked “FINANCIAL BID”, “MODIFIED FINANCIAL BID” (if any) or “SUBSTITUTED FINANCIAL BID” (if any) shall be opened, and read aloud and clearly at least the following information:

- The name of the Bidder;
- Number of originals, copies of Financial Bid;
- Validity period of Financial Bid;
- Bid Prices of Letter of Financial Bid;
- The Bid Prices mentioned in the Grand Total, discount value (if any);
- Technical scores of the Bids that are evaluated as meeting technical requirements;

- and other information that the Owner deems necessary. Only Financial Bids opened and read at the Financial Bid opening ceremony will be further considered and evaluated. Only information on discounts read at the Financial Bid opening ceremony will be further considered and evaluated;

c) The Owner shall countersign original copy of Financial Bid and Letter of Discount (if any). No Financial Bid of a Bidder whose

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| | <p>name mentioned in the List of Bidders satisfying technical requirements shall be rejected at Financial Bid opening.</p> <p>23.6. The Owner shall prepare a record of the Financial Bid opening that shall include information prescribed in Section 23.2, Section 23.3, Section 23.4 and 23.5 of ITB. The record of Financial Bid opening shall be signed by the representative of the Bidders participating in the Financial Bid opening. The absence of any signature of the Bidder in the record will not make the record invalid. A copy of the record shall be distributed to all Bidders who satisfy technical requirements and openly released on the System.</p> |
| <p>24. Evaluation of Financial Bid and Ranking of Bidders</p> | <p>24.1. The Owner shall apply the evaluation criteria listed in this Section and the evaluation method as prescribed in Section 22 of ITB to evaluate the Financial Bids. No other evaluation criteria or methods shall be used.</p> <p>24.2. Checking and evaluating the validity of the Financial Bid:</p> <p>a) The checking and evaluation of the validity of the Financial Bid shall be carried out in accordance with the provisions of Section 3, Chapter III - Criteria for evaluation of Bids;</p> <p>b) Bidders with valid Financial Bid will be reviewed, evaluated in detail and ranked.</p> <p>24.3. Detailed evaluation of Financial Bid and ranking of Bidders:</p> <p>a) Detailed evaluation of Financial Bid is carried out according to the provisions in Section 4, Chapter III - Criteria for evaluation of Bids;</p> <p>b) After carrying out detailed evaluation of Financial Bid, the Owner shall make a List of ranking of Bidders. The first-ranking Bidder shall be invited to enter into contract negotiation. In case the negotiation is unsuccessful, the Owner shall report to the Owner for consideration and decide to invite the next ranked bidder to negotiate the contract. In case a bidder passes the financial evaluation step, there is no need to rank the bidder.</p> <p>The ranking of Bidders shall comply with the BDS.</p> |
| <p>25. Confidentiality</p> | <p>25.1. Information relating to the evaluation of Bids, and recommendation of Contract Award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the bidder selection result. In all cases, information in one Bidder's Bid shall not be disclosed to any other Bidders, except for information disclosed at the Technical Bid and Financial Bid opening.</p> <p>25.2. Except for case of the Bid clarification prescribed in Section 26 of ITB and the negotiation of contract, the Bidder is not</p> |

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| | <p>permitted to contact to the Owner on any matter related to its Bid and the package from the Technical Bid opening time until the publication of bidder selection result.</p> |
| <p>26. Clarification of Bids</p> | <p>26.1. After opening Technical Bid and Financial Bid, the Bidder is responsible for clarifying Technical Bid and Financial Bid at the request of the Owner. In the event that there is lacking documentary evidence establishing the Bidder's eligibility, similar contracts, tax declaration and tax payment obligations, specific personnel proposed in the Bid, the Owner shall request the Bidder to clarify and supplement that documentary evidence.</p> <p>For the content on eligibility, the clarification must ensure the principle of not changing the nature of the participating Bidder. For the content on the validity of the Bid (except for the content on eligibility), technical and financial proposals, the clarification must ensure the principle of not changing the basic content of the submitted Bid, and not changing the Bid Price.</p> <p>The Bidder shall notify the Owner of the receipt of the request for Clarification of Bid in the attached confirmation letter via email.</p> <p>26.2. The Clarification of Bids between the Bidder and the Owner shall be in writing. The request for clarification letter by the Owner and the clarification letter by the Bidder shall be attached by email in advance and the hard copy shall be delivered by hand or by post.</p> <p>26.3. During the period prescribed in the BDS, in the event that there is lacking documentary evidence establishing the Bidder's eligibility, similar contracts, tax declaration and tax payment obligations, specific personnel proposed in the Bid, the Bidder may supplement those documentary evidence to the Owner. The Owner shall receive the clarification/ supplement documents sent by the Bidder for consideration/evaluation; and that documentary shall be an integral part of the Bid.</p> <p>26.4. The Clarification of Bid shall only be made between the Owner and the Bidder having the Bid that needs clarifying. The contents of the clarification regarding the Bidder's eligibility, technical or financial, if the deadline for clarification expires, but the Bidder fails to send any clarification or the clarification does not satisfy requirements of the Owner, the Owner shall evaluate the Bid sent prior to the deadline for submission of Bid by the Bidder.</p> <p>26.5. In the event that there is suspect on the authenticity of documents provided by the Bidder, the Owner reserves right to verify with relevant organizations and individuals of the documents.</p> |

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| 27. Error Correction and Deviation Adjustment | <p>27.1. In case the Bidders does not quote prices for one or more work items stated in the Financial Bid as required by the Bidding Document, the Bidder is considered to have quoted prices for these work items and the costs are allocated to other work items of the bid package.</p> <p>27.2. For time-based portion contract:</p> <p>a) In case the total value of the items is incorrect due to an error in adding or subtracting the value of the items, the value of the items shall be the basis for error correction;</p> <p>b) In case of errors in adding and subtracting values in the total amount column to calculate the Bid Price, the values in the total amount column shall be the basis for error correction;</p> <p>c) In case of inconsistency between the unit price and the total amount, the unit price shall be the basis for error correction. In case of inconsistency between the Bid Price in numbers and the Bid Price in words, the Bid Price in words shall be the basis for error correction; in case the Bid Price in words contains arithmetic errors, the price in numbers shall be the basis for error correction after being corrected (if any) according to Point a and Point b of Section 27.2 of the ITB;</p> <p>d) In case there is a difference between the technical proposal and the financial proposal regarding the number of personnel participating in the implementation of the bid package, the number of working days and the number of other input factors, the content of the technical proposal will be the basis for error correction and deviation adjustment. The deviation adjustment in this case is carried out according to the following principles:</p> <ul style="list-style-type: none">- In case there is a deviation in the Bid of the Bidder but there is a unit price, then take this unit price, if there is no unit price, then take the highest unit price for this content among the other Bids that passed the technical evaluation step as the basis for deviation adjustment; in case there is no unit price in the Bidding Document of the contractors that pass the technical evaluation step, then take the unit price in the estimate as the basis for deviation adjustment; in case there is no bid package estimation, then use the unit price forming the bid package price as the basis for deviation adjustment;- In case there is only one bidder who passes the technical evaluation step, the deviation will be adjusted based on the corresponding unit price in the Bid of this Bidder; in case the Bid of the Bidder does not have a unit price, the unit price in the bid package estimation will be taken; in case there is no bid package estimation, the unit price forming the bid package price will be used as the basis for the deviation adjustment; |
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| | <p>- The deviation adjustment is only for comparison of the Bids. In case the Bidder with the deviation adjustment ranked first is invited to negotiate the contract, when negotiating the contract, the lowest unit price among the other Bids that passed the technical evaluation step must be used for negotiation.</p> <p>27.3. For lump sum portion contract: Not Applicable.</p> <p>27.4. After correcting errors and adjusting deviations as prescribed in Sections 27.1, 27.2 and 27.3 of ITB, the Owner must notify the Bidder in writing of the correction of errors and adjustment of deviations. Within 03 working days from the date of receipt of the Owner's notice, the Bidder must notify the Owner in writing of its acceptance of the results of error correction and deviation adjustment as notified by the Owner. In case the Bidder does not accept the results of error correction and deviation adjustment, the Bid of that Bidder will be rejected, except in cases where the error correction and adjustment of deviations by the Owner is inappropriate or inaccurate.</p> |
| <p>28. Incentives in Bidder Selection</p> | <p>28.1. The beneficiaries of the incentives are:</p> <ul style="list-style-type: none"> a) Foreign Bidder(s) in a consortium with local Bidder(s) who undertake(s) not less than 25% of the bid package value; b) Local Bidder(s) participating as an independent Bidder or consortium with other local Bidder(s) in international bidding. <p>28.2. Bidders eligible for incentives will be added 7.5% of their overall scores to their final overall scores for comparison and ranking.</p> <p>28.3. In case Bidders are equally ranked after evaluation, the order of priority shall be applied as follows until the awarded Bidder is selected:</p> <ul style="list-style-type: none"> a) Bidder whose Bid Price after error correction, deviation adjustment, discount (if any) is lower; b) Bidder with the higher proposed domestic cost or more local labour use proposed (based on the value of wages and salaries to be paid); c) These Bidders are allowed to re-offer Bid Prices for selection of the Bidder with the lowest Bid Price. The re-offered Bid Prices must not be higher than those offered by the Bidder after error correction, deviation adjustment, discount (if any). The price re-offering shall be implemented in accordance with the provisions in Point a, Clause 8, Article 140 of Decree No. 214/2025/ND-CP. <p>28.4. The Bidder eligible for incentives must enclose documentary evidence in their Bid.</p> |

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| <p>29. Subcontractors</p> | <p>29.1. Subcontractor is a contractor who signs a contract with the Bidder to perform one or several work items of the bid package. The Bidder must declare the Subcontractor and the work items for the subcontractor according to Form No. 10, Chapter IV - Bidding forms. In case at the time of bidding, the Subcontractor has not been identified, the expected work items for the subcontractor must be declared.</p> <p>29.2. The use of subcontractors shall not change the responsibilities of the Bidder. The Bidder shall be responsible for the quantity, quality, progress and other responsibilities for the work performed by the subcontractor. The capacity and experience of the subcontractor shall not be considered when evaluating the Bidder's Bid. The Bidder itself must meet the capacity and experience criteria (regardless of the capacity and experience of the subcontractor). In the case where the Bidder does not propose to use a subcontractor for a specific job or does not anticipate the jobs to be performed by subcontractors, it shall be understood that the Bidder is responsible for performing all the work in the bid package.</p> <p>29.3. The Bidder may only use subcontractors to perform work with the total value for subcontractors not exceeding the percentage (%) of the Bidder's Bid Price as prescribed in the BDS. In the case of a Consortium, each member shall only be allowed to engage Subcontractors not exceeding the percentage specified in this Section, calculated on the value of the portion of work undertaken by that member under the Consortium Agreement.</p> <p>29.4. Bidder who transfers bid as prescribed in Clause 8, Article 16 of the Law on Bidding is prohibited from bidding activities as prescribed in Point b, Clause 1, Article 133 of Decree No. 214/2025/ND-CP.</p> <p>29.5. The Owner, Owner must not allow the Bidder to use subcontractors who participate in providing consulting services for that bid package, including preparation, appraisal of Request for expressions of interest (EOI), Bidding Document; evaluation of EOI, Bid; appraisal of EOI results, bidder selection results; consultancy on project management, contract management and others that consulting services have task(s) directly related to the bid package.</p> |
| <p>30. Contract Negotiation</p> | <p>30.1. The first-ranked Bidder is invited by the Owner to negotiate the contract.</p> <p>30.2. Contract negotiation shall be based on the following:</p> <p>a) Bids evaluation report;</p> |

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| | <p>b) Bids and clarifying documents thereof (if any) submitted by the Bidders;</p> <p>c) Bidding Document including general conditions, particular conditions of contract and clarifications, amendments of Bidding Document (if any).</p> <p>30.3. Contract negotiation content:</p> <p>a) The negotiations include discussion of the terms of reference, the methodology proposed by the Bidder, particular conditions of contract provided that they do not significantly change the original scope of services under the terms of reference or the terms of the contract;</p> <p>b) Work plan and personnel arrangement;</p> <p>c) Progress;</p> <p>d) Resolve personnel changes (if any);</p> <p>d) Arrange working conditions;</p> <p>e) Negotiate on the cost of the service based on the requirements of the bid package and actual conditions, including clearly defining the taxes that the Bidder must pay according to the provisions of Vietnamese tax laws (if any), the method of tax payment (the Bidder directly pays the tax or the Owner retains an amount equivalent to the tax value to pay on behalf of the Bidder according to the current legal provisions), the tax payment value and other issues related to tax payment obligations must be specifically stated in the contract;</p> <p>g) Negotiate issues arising during the bidder selection process (if any) with the aim of finalizing the detailed contents of the bid package;</p> <p>h) Negotiate other necessary contents.</p> <p>During the negotiation process, the Bidder is not allowed to change the personnel proposed in the Bid, except in cases where the Bid evaluation period is longer than prescribed or due to force majeure, the key personnel positions proposed by the Bidder cannot participate in the contract performance. In such cases, the Bidder is allowed to change other personnel but must ensure that the proposed replacement personnel have the same or better capacity and experience than the proposed personnel and the Bidder is not allowed to change the Bid Price.</p> <p>30.3. During the contract negotiation process, the negotiating parties will finalize the draft contract agreement, terms and conditions, and appendices.</p> <p>30.4. In case the negotiation is unsuccessful, the Owner shall</p> |
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| | <p>report to the Owner for consideration and decision to invite the next ranked Bidder to negotiate; in case the negotiation with the next ranked contractors is unsuccessful, the Owner shall report to the Owner for consideration and decision to cancel the bidding according to the provisions in Point a, Section 32.1 of ITB.</p> <p>30.5. In case due to objective reasons or force majeure, the Bidder cannot come to negotiate the contract directly with the Owner, the Owner can consider and negotiate online.</p> |
| <p>31. Conditions for Winning Bid Consideration and Approval</p> | <p>The Bidder is considered and recommended to win the bid when meets the following conditions:</p> <p>31.1. Has valid Technical Bid and Financial Bid as prescribed in Section 1 and Section 3, Chapter III - Criteria for evaluation of Bids. At the time of bid approval, if the status of the Bidder on System is suspended or terminated, the Owner shall request the Bidder to restore their participation status in order to be eligible for bid approval.</p> <p>31.2. Has technical proposal that meets the requirements specified in Section 2, Chapter III - Criteria for evaluation of Bids.</p> <p>31.3. Has the highest overall score.</p> <p>31.4. Has a bid winning price not exceeding the bidding package price as a basis for consideration and approval of winning bids as prescribed in BDS.</p> |
| <p>32. Bid Cancellation</p> | <p>32.1. The Owner shall notify the cancellation of the bid in the following cases:</p> <p>a) All Bids do not meet the basic requirements of the Bidding Document;</p> <p>b) There are changes in the objectives and scope of investment specified in the Investment Decision resulting in changes in volume of work and evaluation criteria specified in the Bidding Document;</p> <p>c) The Bidding Document does not comply with regulations of the Law on Bidding or other relevant laws to the extent that the selected Bidder fails to meet the requirements of the bid package;</p> <p>d) Another organization or individual other than the successful Bidder commits any of the prohibited acts in Article 16 of Law on Bidding resulting in inaccurate bidder selection result.</p> <p>32.2. Organizations and individuals that commit violations to the extent of bid cancellation as prescribed in Points c, d Section 32.1 of ITB must pay compensation to related parties and be handled according to legal provisions.</p> |

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| <p>33. Notice of Bidder Selection Result</p> | <p>33.1. After the decision on approval of bidder selection results is issued, the Owner shall publish information about the bidder selection results as requested on the System and send written notice of the bidder selection result to the participating Bidders within 05 working days from the date the bidder selection result was approve. Contents of the notice shall include:</p> <ul style="list-style-type: none"> a) Name of the successful Bidder; b) Successful Bid Price; c) Type of contract; d) Time to implement the bid package, Time to implement the contract; dd) List of unsuccessful Bidders and brief explanation for each of them; e) Plan on contract finalization and sign with the successful Bidder. <p>30.2. If there is a request to explain the specific reason for not winning in bidding, a Bidder shall send a request to the Owner or meet the Owner directly. The Owner is responsible for responding to the Bidder's request within 05 (five) working days from the date of receiving the request.</p> <p>33.3. In case of bid cancellation as prescribed in Section 32.1 of ITB, the notice of bidder selection results shall clearly state the reason for bid cancellation.</p> |
| <p>34. Additional Procurement Option</p> | <p>Before the contract expires, the Owner shall negotiate with the Bidder to procure an additional volume of the package services in addition to the volume stated in Chapter IV, provided that it does not exceed the proportion specified in the BDS and meets the regulations in Clause 8, Article 39 of the Law on Bidding. The volume to be additionally procured must be similar to that specified in the signed contract and already has unit rate. This quantity of additional service shall not be used to evaluate the Bidder's capability and experience. Regarding consortium, the division of responsibility for performing additional volumes according to the additional procurement option is implemented according to the percentage of workload according to the signed contract, unless otherwise agreed by the parties.</p> |
| <p>35. Notice of Bid Acceptance and Contract Award</p> | <p>After the Owner publicizes the bidder selection results, the Owner sends a notice of bid acceptance and contract award to the successful Bidder, including the time for contract finalization and conclusion as prescribed in the Appendix 5 of Chapter VI - Contract. The notice of bid acceptance and contract award is part</p> |

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| | <p>of the contract agreement. In case the successful Bidder fails to finalize and conclude the contract within the time stated in the notice of bid acceptance and contract award, the Bidder shall be disqualified.</p> |
| <p>36. Finalizing and Signing the Contract</p> | <p>36.1. The finalizing and signing of the contract is based on the following:</p> <ul style="list-style-type: none"> a) Draft contract; b) Contents that need to be finalized in the contract between the Owner and the winning bidder; c) Approved bidder selection result; d) Minutes of contract negotiation; d) The contents stated in the Bid and the documents clarifying the Bid of the winning bidder (if any); e) Requirements stated in the Bidding Document and documents clarifying and amending the Bidding Document (if any). <p>36.2. Upon receipt of the Notice of bid acceptance and contract award, within the time as prescribed in the BDS, the Parties proceed with the procedure to finalize and conclude the contract. Beyond the above-mentioned deadline, if the Bidder refuses to finalize and conclude the contract, the Owner shall report to the Owner for consideration of cancelling the existing bidder selection result and inviting the next ranked Bidder for contract negotiation as prescribed in Section 30 of ITB. In that case, the Owner shall request the next ranked Bidder to extend their Bid validity if necessary.</p> <p>36.3. In case the successful Bidder declines to finalize and conclude the contract without a justifiable reason, the Owner shall post information about the violating Bidder on the System so that another Owner have a basis for assessing the Bidder reputation in the next bid.</p> <p>36.4. After finalizing the contract, the Owner and the Bidder will sign the contract. At the time of signing the contract, the selected Bidder's Bid must still be valid; the selected Bidder must ensure that it meets the requirements on technical and financial capacity to implement the package. In case the Bidder no longer meets the basic requirements on capacity and experience as stipulated in the Bidding Document, the Owner will refuse to sign the contract with the Bidder. The Owner will cancel the decision to approve the bidder selection results, notice of bid acceptance and contract award and invite the next-ranked Bidder to negotiate the contract.</p> <p>36.5. In case the Bidder fails to provide the Bidder's organization</p> |

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| | <p>certificates/licenses and local personnel's certification specified in the BDS as requested before signing the contract and not later than 30 days from the notice of bidder selection results or specific time decided by the Owner, the Owner shall cancel the bidder selection result and invite the next-ranked Bidder to negotiate the contract.</p> |
| 37. Settlement of Petitions in Bidding | <p>37.1. When seeing that their legitimate rights and interests are affected, Bidders, agencies and organizations may request the Competent Person and the Owner to review issues in the bidder selection process and bidder selection results according to the provisions of Articles 89 of the Law on Bidding and Article 137, 138 and 139 of Decree No. 214/2025/ND-CP.</p> <p>37.2. In case of petition to the Owner, Bidder, agency or organization shall send a petition to the Owner. In case of petition to the Competent Person, Bidder shall send a petition to the address specified in BDS.</p> |

Chapter II. BID DATA SHEET

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| ITB 1.1 | Name of the Owner: Vietnam National Industry – Energy Group (PVN). The Owner’s Representative: PetroVietnam Long Phu 1 Power Project Management Board (LP1PP) |
| ITB 1.2 | Package name: Project Management Consultancy Services for Long Phu 1 Thermal Power Plant. Project name: Long Phu 1 Thermal Power Plant. |
| ITB 3 | Source of capital (or method of capital arrangement): Owner’s Equity. |
| ITB 5.1 c) | <p>Ensure competition in bidding according to the following regulations:</p> <ul style="list-style-type: none"> - The participating Bidder does not hold shares or capital contribution of more than 30% with: <ul style="list-style-type: none"> + The Owner, Vietnam National Industry – Energy Group (PVN). Address: No. 18 Lang Ha Street, Giang Vo District, Ha Noi Capital, Vietnam. + The Owner’s representative, PetroVietnam Long Phu 1 Power Project Management Board (LP1PP). Address: Thanh Duc hamlet, Dai Ngai commune, Can Tho city, Vietnam. <p>except in the following cases: (i) The Bidder is a member company, subsidiary of a state-owned corporation or corporation, whose main production and business lines are consistent with the nature of the bid package of that state-owned corporation or corporation. (ii) The Bidder is a parent company, subsidiary, or member company of an economic corporation or state-owned corporation whose products and services in the bid package are in the main production and business lines of the economic corporation or state-owned corporation and this bid package belongs to the subsidiary or member company.</p> <ul style="list-style-type: none"> - The participating Bidder does not hold shares or capital contributions in the consulting contractor(s) and the installation/erection contractor(s) and vice versa; and they do not each hold 20% or more of shares or capital contributions in the same organization or individual, specifically as follows: <ul style="list-style-type: none"> + Consulting on Bidding Document establishment: Not applicable; + Consulting on Bidding Document appraisal: Not applicable; + Consulting on Bid evaluation: Not applicable; + Consulting on the appraisal of bidder selection result: Not applicable; + Consulting on inspection and supervision of contract implementation: Not applicable; |

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| | <p>+ Project management consulting, contract management, other consulting services whose work is directly related to the bidding package: Not applicable;</p> <p>+ Other consultancies: Not applicable;</p> <p>The participating Bidder does not belong to the same agency or organization directly managing the consulting contractor (mentioned above).</p> <p>The participating Bidder does not belong to the same agency or organization directly managing the Owner, the Owner, except in the case where the Bidder to be public service units under state management agencies have functions and tasks assigned in accordance with the nature of the bidding package of that state management agency.</p> <p>Public service units and enterprises with the same direct management agency and capital contribution when participating in bidding for each other's bid packages do not have to meet the regulations on legal independence and financial independence between the bidder and the owner or the Owner.</p> <p>The ratio of shares and capital contributions between the parties is determined at the bid closing time and according to the ratio stated in the business registration certificate, establishment decision, and other documents of equivalent value.</p> <p>In case the participating Bidder as a consortium or the consulting contractor is selected as a consortium, the capital ownership ratio of other organizations and individuals in the consortium is determined according to the following formula:</p> $\text{The capital ownership ratio} = \sum_{i=1}^n X_i \times Y_i$ <p>in which:</p> <p>X_i: Is the capital ownership ratio of other organizations and individuals in the i-th consortium member;</p> <p>Y_i: Is the percentage (%) of the workload of the i-th consortium member in the consortium agreement;</p> <p>n: Number of members participating in the consortium.</p> |
| <p>ITB 5.1 f)</p> | <p>Foreign Bidders must form a consortium with local Bidder(s) or hire local sub-contractor(s), unless there are no local bidder(s)/sub-contractor(s) capable of performing any part of the bid package.</p> <p>In the case where sub-contractor(s) are hired, the Bidder may specify in the Bid the tasks to be performed by local sub-contractor(s); the Bidder shall submit a commitment to hire such local sub-contractor(s) to do such</p> |

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| | tasks if awarded the contract. |
| ITB 7.3 | Pre-bidding conference: Not applicable. |
| ITB 9 | <p>The Bid, as well as all correspondence and documents related to the Bid exchanged between the Bidder and the Owner, shall be written in English.</p> <p>Supporting documents and printed literature that are part of the Bid may be in another language provided that they are accompanied by an accurate translation of the relevant passages into English notarized by authorized competent agencies. In case of missing translations, the Owner may request the Bidder to supplement when necessary.</p> |
| ITB 10.3 | <p>The Bidder must submit the following documents as part of the Bid:</p> <ul style="list-style-type: none"> - In the case of a Bidder eligible for incentives, written documentary evidence must be enclosed; - Documentary evidence proving the eligibility of both the authorizing and authorized persons; - Similar contracts, personal diplomas/certificates, acceptance certificates or written acknowledgments from project Owner(s), or equivalent documents that can prove the capability and experience of the Bidder and its personnel. - Supporting documents to prove the Bidder's fulfilment of the tax declaration and payment obligation for the latest fiscal year (2024) in the form of Tax declaration and payment receipt/confirmation issued by the tax authority (to be applied for local Bidder only); - Letter for local content commitment, as per Form No. 7A (if any); - Any other documents necessary to support and justify the Bids. |
| ITB 12.1 | <ul style="list-style-type: none"> - Bid price includes all taxes, levies or duties arising inside and outside of Vietnam for the completion of the Scope of Services as stated in Chapter V. Terms of Reference during the execution of the contract. + Bid price for Expert Costs: Time-based price (man-days); + Bid price for Other Costs and Expenses: Fixed unit price. - Bid price includes all costs for the risk factors and inflation which may occur during execution of the contract. |
| ITB 13.1 | <p>Bid currencies: Vietnam Dong (VND) and/or United States Dollar (USD).</p> <p>For a particular item of work, the Bidder may bid in only one currency.</p> <p>All domestic costs shall be quoted in VND.</p> <p>The conversion currency: VND.</p> <p>The time to determine the exchange rate: Bid closing time.</p> |

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| | Exchange rate reference: the selling exchange rate of Vietcombank. |
| ITB 14.3 | <p>the Bidder must propose the working time of key personnel not shorter than the time specified as followings:</p> <p>a) Expat Experts:</p> <ul style="list-style-type: none"> + Project Manager/Site Manager: 682 man-days; + Lead Commissioning Expert: 286 man-days; + Lead Electrical Expert: 440 man-days; + Lead Turbine-Gen. Expert: 484 man-days; + Lead C&I Scada Tele. Expert: 286 man-days; + Lead Boiler Expert: 462 man-days; + Lead BOP Expert: 484 man-days; + Lead Civil Expert: 176 man-days; + Expert on call/Back Up: 84 man-days. <p>b) Vietnamese Expert:</p> <ul style="list-style-type: none"> + Boiler Expert: 682 man-days; + Turbine Expert: 616 man-days; + BOP Expert 1: 682 man-days + Electrical Expert: 550 man-days; + I&C Expert: 550 man-days; + Civil Engineer: 550 man-days; + Structure Engineer 1: 550 man-days; + Fire Protection Engineer: 209 man-days. |
| ITB 15.1 | Validity period of the Bid (including Technical Bid and Financial Bid): \geq 180 days, from the date of bid closing time. |
| ITB 16.1 | <p>The number of the Technical Bid and Financial Bid is:</p> <ul style="list-style-type: none"> - 01 Original Bid; - 02 copies of the Bid; - 01 Electronic copy (USB): including 01 USB containing the Technical Bid and 01 USB containing the Financial Bid (the electronic copies must be scanned from the Original Bid and provided in Word/Excel format; especially, the Financial Bid must be provided in Microsoft Excel format). The information must be ensured to be readable by the Owner, not encrypted and must include links for calculation. <p>In case of any modifications to or substitutes for the Technical Bid and/or the Financial Bid, the Bidder must submit the modified or substituted</p> |

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| | documents in the same number of copies as the original Technical and/or Financial Bids. |
| ITB 18.1 | <p>1. Address of the Owner (to receive Bids):</p> <p>Addressee: PetroVietnam Long Phu 1 Power Project Management Board (LP1PP).</p> <p>- Attention: Mr. Ha Dinh Nien.</p> <p>- Address: Thanh Duc Hamlet, Dai Ngai commune, Can Tho city, Vietnam.</p> <p>- Phone number: +84 299 3.713.333.</p> <p>- Email address: longphu1@lp1pp.pvn.vn.</p> <p>2. Bid closing time is: in accordance with the Invitation to Bidders.</p> |
| ITB 21.1 | <p>The opening of the Technical Bids will be conducted publicly at the time specified in the Invitation to Bidders, at the following address:</p> <p>PetroVietnam Long Phu 1 Power Project Management Board (LP1PP).</p> <p>Thanh Duc hamlet, Dai Ngai commune, Can Tho city, Vietnam.</p> |
| ITB 22.1 | Bid evaluation method: The combined technical and price method. |
| ITB 24.3 | Bidder ranking: The Bidder with the highest overall score. |
| ITB 26.3 | The Bidder may send self-clarification document for the Bid to the Owner within 05 (five) working days from the date of bid closing time. |
| ITB 29.3 | <p>Use of subcontractors: Applicable.</p> <p>Maximum value for subcontractors: 30% of the Bid Price.</p> |
| ITB 31.4 | Bidding package price as a basis for consideration and approval of winning bids: including contingency costs for risk factors in terms of workload and price slippage that may occur during the performance of the contract, corresponding to the risk management responsibility assigned to the contractor |
| ITB 34 | Optional procurement quantity: Not applicable. |
| ITB 36.2 | The time limit to start finalizing and signing the contract is five (05) working days, from the date of receipt of the Notice of bid acceptance and contract award. |
| ITB 36.5 | The Bidder is required to provide Construction operating license in Vietnam (for foreign Bidder). |
| ITB 37.2 | <p>- Owner: Vietnam National Industry - Energy Group (PVN).</p> <p>Address: No. 18 Lang Ha Street, Giang Vo District, Ha Noi Capital,</p> |

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| | <p>Vietnam.</p> <p>Telephone number: 024 3825 2526.</p> <p>Fax number: 024 3826 5942.</p> <p>- Competent Person: Vietnam National Industry - Energy Group (PVN).</p> <p>Address: No. 18 Lang Ha Street, Giang Vo District, Ha Noi Capital, Vietnam.</p> <p>Telephone number: 024 3825 2526.</p> <p>Fax number: 024 3826 5942.</p> |
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Chapter III. CRITERIA FOR EVALUATION OF BIDS

Section 1. Checking and evaluating the validity of the Technical Bid

1.1. Check the validity of the Bids

- a) Check the number of originals and copies of the Technical Bid;
- b) Check the components of the original technical proposal, including: the technical proposal, consortium agreement (if any), documents proving the legal status of the signatory (if any), documents proving the legal status, technical proposal and other components of the technical proposal as prescribed in Section 10 of the ITB;
- c) Check the consistency of content between the original and the copy to serve the detailed evaluation process of the Technical Bid.

1.2. Evaluation of the validity of the Technical Bid:

The Bidder's Technical Bid is considered valid when it fully meets the following requirements:

- d) Have original Technical Bid;
- e) There is a Letter of Technical Bid signed and sealed (if any) by the legal representative of the Bidder as required by the Bidding Document; the time of signature shall be after Bidding Document issuance, there are no accompanied disadvantaged conditions to the Owner. For consortium, the Letter of Technical Bid shall be signed and sealed (if any) by the legal representative of every consortium's member or the assigned consortium's member on behalf of the consortium to sign the Letter of Technical Bid according to the consortium agreement;
- f) Have fulfilled the obligation to declare and pay taxes (to be applied for local Bidder only);
- g) The validity of the Technical Bid shall meets the requirements as prescribed in the Bidding Document;
- h) Not being named in two or more Technical Bids as an independent bidder or a member of a consortium;
- i) Having a consortium agreement (in case of a consortium) signed and sealed by the legal representative of each member of the consortium (if any); the consortium agreement must clearly state the specific work content and the corresponding estimated value that each member of the consortium will perform. The division of work in the consortium must be based on the work items stated in the terms of reference and technical proposal, and work items that do not belong to these items must not be divided;
- j) The Bidder ensures the eligibility as prescribed in Article 5 of the Law on Bidding;
- k) Within 03 years prior to the bidding closing date, the Bidder has no personnel (signing a labour contract with the Bidder at the time the personnel committed the violation) who have been convicted by the Court of violating bidding regulations causing serious consequences according to criminal law provisions with the aim of allowing that Bidder to win the bid;

The Bidders with valid Technical Bids shall be considered and further evaluated on technical aspects.

Section 2. Technical evaluation criteria

Table No. 01

| NO | EVALUATION CRITERIA | MAXIMUM SCORE | BREAKDOWN SCORE | MINIMUM SCORE | REMARK |
|----------|---|---------------|-----------------|-----------------------|---|
| A | BIDDER'S CAPABILITIES AND EXPERIENCES | 10 | | NOT APPLICABLE | |
| 1 | <p>Number of years of experience determined by the number of years of experience since the first signed contract providing in a thermal power project:</p> <ul style="list-style-type: none"> - As Project management consultancy (PMC) services for owners; or - As single EPC contractors; or - As Project management consultancy (PMC) services for EPC Contractors | 5 | | | Form No. 04 In the case where the Bidder is a Consortium, each member must provide their own contract, and the Consortium's score will be based on the score of the contract with the lowest score |
| | ≥ 25 years (100% score points) | | 5 | | |
| | from 15 to < 25 years | | 3 | | |
| | < 15 years | | 0 | | |
| 2 | From 01 January 2015 to closing bidding time, number of the similar contracts have been completed or substantially completed for thermal power projects with a capacity ≥ 600MW as | 5 | | | Form No. 04 In the case where the Bidder is a Consortium, the number of similar |

| NO | EVALUATION CRITERIA | MAXIMUM SCORE | BREAKDOWN SCORE | MINIMUM SCORE | REMARK |
|----------|---|---------------|-----------------|-----------------------|--|
| | i) Contractors providing project management consultancy (PMC) services for Owners or EPC contractors; or ii) Contractors who have performed the mixed package such as single EPC, EP, EC, PC | | | | contracts of the Consortium shall be determined as the total number of similar contracts of all member of Consortium that satisfy this requirement.” |
| | ≥ 02 contracts (100% score points) | | 5 | | |
| | 01 contract | | 3 | | |
| | No contract | | 0 | | |
| B | CONTRACTOR’S REPUTATION FROM 2015 UP TO THE BIDDING CLOSING TIME | 3 | | NOT APPLICABLE | Form 03 A. |
| 1 | Within the validity period of the bid, Bidder did not conduct contract negotiations when invited to negotiate the contract. | 1 | | | |
| | <i>There was no violation in connection with the subject</i> | | 1 | | |
| | <i>There was violation in connection with the subject</i> | | 0 | | |
| 2 | Bidder was selected as the winning bidder but did not complete the contract or sign the contract | 1 | | | |
| | <i>There was no violation in connection with the subject</i> | | 1 | | |

| NO | EVALUATION CRITERIA | MAXIMUM SCORE | BREAKDOWN SCORE | MINIMUM SCORE | REMARK |
|----------|---|---------------|-----------------|---------------|--|
| | <i>There was violation in connection with the subject</i> | | 0 | | |
| 3 | Bidder's reputation throughout the execution of contracts/projects previously | 1 | | | |
| | <i>There was no contract/project which had not been completed in due time</i> | | 1 | | |
| | <i>There was one or more contracts/projects which had not been completed in due time</i> | | 0 | | |
| C | APPROACHES AND METHODOLOGIES | 27 | | 16,2 | Refer to Chapter V [Term of Reference] |
| 1 | Clearly understanding objectives, missions, tasks to be done of the package requirements as stipulated in “Terms of Reference” | 6 | | | |
| | <i>Clearly understanding scope of work, scale of the package as stipulated in “Terms of Reference”.</i> | | 4,5 - 6 | | |
| | <i>Almost understanding scope of work, scale of the package as stipulated in “Terms of Reference”.</i> | | 3 – 4,5 | | |
| | <i>Not understanding scope of work, scale of the package as stipulated in “Terms of Reference”.</i> | | 0 | | |
| 2 | Approach and Methodology for Scope of Project Consultant Management. | 6 | | | |

| NO | EVALUATION CRITERIA | MAXIMUM SCORE | BREAKDOWN SCORE | MINIMUM SCORE | REMARK |
|----------|--|---------------|-----------------|---------------|--------|
| | <ul style="list-style-type: none"> - Bidder's proposal describes all items stipulated in the Terms of Reference. - The scope of work for each item is completely and logically divided into detailed tasks; simultaneously, each respective task shall be assigned to appropriate experts. - The presented methodology is conformed to required tasks. Bidder's proposal clearly describes how to effectively perform required works. | | 4,5 - 6 | | |
| | <ul style="list-style-type: none"> - Bidder's proposal describes almost items stipulated in Terms of Reference. - The scope of work for each item is almost completely and logically divided into detailed tasks; simultaneously, each respective task shall be assigned to appropriate experts. - The presented methodology is almost conformed to required tasks. Bidder's proposal relatively describes how to effectively perform required works. | | 3 – 4,5 | | |
| | <p><i>Bidder's proposal does not describe or describes but does not meet the requirements.</i></p> | | 0 | | |
| 3 | Presentation of Bidder's proposal: | 3 | | | |
| | <p><i>Bidder's proposal is structured and presented logically, trackable manner. The proposal is comprehensive and convincing.</i></p> | | 2-3 | | |

| NO | EVALUATION CRITERIA | MAXIMUM SCORE | BREAKDOWN SCORE | MINIMUM SCORE | REMARK |
|----------|---|---------------|-----------------|---------------|--------|
| | <i>Bidder's proposal is structured and presented quite logically, trackable manner. The proposal is nearly comprehensive and convincing.</i> | | 1-2 | | |
| | <i>Bidder's proposal is structured and presented disorderly, unable to track. The proposal lacks main contents and is not convincing.</i> | | 0 | | |
| 4 | Execution Plan | 6 | | | |
| 4.1 | Execution Plan | 3 | | | |
| | <i>Execution plan fully includes all tasks to be performed to complete the package. Each task is analyzed, described comprehensively, conformed to respective assigned tasks and in clear manner.</i> | | 2,4 - 3 | | |
| | <i>Execution plan fully includes all tasks to be performed to complete the package. Each task is analyzed, described quite sufficiently, relatively conformed to respective assigned tasks and in clear manner.</i> | | 1,8 - 2,3 | | |
| | <i>Execution plan does not describe or describe insufficiently. Each task is not analyzed, described insufficiently, not conformed and not in a clearly manner.</i> | | 0 | | |
| 4.2 | Conformity of execution plan | 2 | | | |

| NO | EVALUATION CRITERIA | MAXIMUM SCORE | BREAKDOWN SCORE | MINIMUM SCORE | REMARK |
|-----|--|---------------|-----------------|---------------|--------|
| | <i>Execution plan is conformed to proposed methodology and progress.</i> | | 1,6 - 2 | | |
| | <i>Execution plan is relatively conformed to proposed methodology and progress.</i> | | 1,2 - 1,5 | | |
| | <i>Execution plan is not conformed to proposed methodology and progress.</i> | | 0 | | |
| 4.3 | Description | 1 | | | |
| | <i>Execution plan fully describe all kind of templates describing schedule of work and schedule for report submission.</i> | | 0,8 - 1 | | |
| | <i>Execution plan describe partly all kind of templates describing schedule of work and schedule for report submission.</i> | | 0,6 - 0,7 | | |
| | <i>Execution plan does not describe or describe unreasonably and not clearly all kind of templates describing schedule of work and schedule for report submission.</i> | | 0 | | |
| 5 | <i>Plan for experts/consultant's mobilization and reasonable organization chart.</i> | 6 | | | |
| 5.1 | Organization chart | 3 | | | |

| NO | EVALUATION CRITERIA | MAXIMUM SCORE | BREAKDOWN SCORE | MINIMUM SCORE | REMARK |
|-----|---|---------------|-----------------|---------------|--------|
| | <i>The Bidder has (i) an organization chart describing clearly its function, tasks, scope of works of each expert to be mobilized, (ii) coordination procedure between members of consortium (if Bidder is consortium) or between Contractor and Subcontractors in accordance with submission schedule of consulting products.</i> | | 2,4 - 3 | | |
| | <i>The Bidder has (i) an organization chart describing not clearly function, tasks, scope of works of each expert to be mobilized, (ii) coordination procedure between members of consortium (if Bidder is consortium) or between Contractor and Subcontractors in accordance with submission schedule of consulting products.</i> | | 1,8 - 2,3 | | |
| | <i>The bidder does not have (i) an organization chart describing clearly function, tasks, scope of works of each expert to be mobilized, (ii) not having coordination procedure between members of consortium (if Bidder is consortium) or between Contractor and Subcontractors in accordance with submission schedule of consulting products.</i> | | 0 | | |
| 5.2 | Timing and duration of mobilization | 3 | | | |
| | <i>Timing and duration of experts/consultant mobilization is conformed to Execution Plan.</i> | | 2,4 - 3 | | |

| NO | EVALUATION CRITERIA | MAXIMUM SCORE | BREAKDOWN SCORE | MINIMUM SCORE | REMARK |
|----------|---|---------------|-----------------|---------------|--------------------|
| | <i>Timing and duration of experts/consultant mobilization at some moments of the time is not conformed to Execution Plan.</i> | | 1,8 - 2,3 | | |
| | <i>Timing and duration of experts/consultant mobilization is not conformed to Execution Plan.</i> | | 0 | | |
| D | BIDDER'S PERSONNEL | 60 | | 36 | Form No. 07 |
| I | FOREIGN PERSONNEL | | | | |
| 1 | Project Manager | 1 | 7 | 4,2 | |
| 1.1 | Year of experience in power sector | | 2 | | |
| | <i>More than 15 years</i> | | 2 | | |
| | <i>From 10 to under 15 years</i> | | 1,8 | | |
| | <i>Under 10 years</i> | | 0 | | |
| 1.2 | Work experience: Used to be Project Manager in PMC services for the Owner or EPC Contractor, or Project Manager for the EPC/EP/EC/PC Contractor in a coal-fired power plant project with a capacity of at least 600 MW per unit. | | 4 | | |
| | <i>More than one (01) project</i> | | 4 | | |

| NO | EVALUATION CRITERIA | | MAXIMUM SCORE | BREAKDOWN SCORE | MINIMUM SCORE | REMARK |
|----------|--|----------|---------------|-----------------|---------------|--------|
| | <i>Only one (01) project</i> | | | 2 | | |
| | <i>No project</i> | | | 0 | | |
| 1.3 | Language | | 1 | | | |
| | <i>Native/ Official language: English</i> | | | 1 | | |
| | <i>Foreign/ Second Language: English</i> | | | 0.5 | | |
| | <i>Other</i> | | | 0 | | |
| 2 | Lead Commissioning Expert | 1 | 7 | | 4,2 | |
| 2.1 | Year experience | | 2 | | | |
| | <i>More than 15 years</i> | | | 2 | | |
| | <i>From 10 to 15 years</i> | | | 1,8 | | |
| | <i>Less than 10 years</i> | | | 0 | | |
| 2.2 | Work experience: Experience as the lead responsible for the commissioning work of coal-fired power plant project with a capacity of at least 600 MW per unit. | | 4 | | | |
| | <i>More than two (02) projects</i> | | | 4 | | |

| NO | EVALUATION CRITERIA | | MAXIMUM SCORE | BREAKDOWN SCORE | MINIMUM SCORE | REMARK |
|----------|---|----------|---------------|-----------------|---------------|--------|
| | <i>From 01 to 02 projects</i> | | | 2 | | |
| | <i>No project</i> | | | 0 | | |
| 2.3 | Language | | 1 | | | |
| | <i>Native/Official language: English</i> | | | 1 | | |
| | <i>Foreign/Second Language: English</i> | | | 0,5 | | |
| | <i>Other</i> | | | 0 | | |
| 3 | Lead Electrical Expert | 1 | 5 | | 3 | |
| 3.1 | Year experience | | 1 | | | |
| | <i>More than 15 years</i> | | | 1 | | |
| | <i>From 10 to 15 years</i> | | | 0,5 | | |
| | <i>Less than 10 years</i> | | | 0 | | |
| 3.2 | Work experience: Experience in electrical engineering and supervising the installation of coal-fired power plant projects with a capacity of at least 600 MW per unit, as Lead Electrical Expert | | 3 | | | |
| | <i>More than two (02) projects</i> | | | 3 | | |

| NO | EVALUATION CRITERIA | | MAXIMUM SCORE | BREAKDOWN SCORE | MINIMUM SCORE | REMARK |
|----------|---|----------|---------------|-----------------|---------------|--------|
| | <i>From one (01) to Two (02) projects</i> | | | 2 | | |
| | <i>No project</i> | | | 0 | | |
| 3.3 | Language | | 1 | | | |
| | <i>Native/Official language: English</i> | | | 1 | | |
| | <i>Foreign/Second Language: English</i> | | | 0,5 | | |
| | <i>Other</i> | | | 0 | | |
| 4 | Lead Turbine-Generator Expert | 1 | 5 | | 3 | |
| 4.1 | Year experience | | 1 | | | |
| | <i>More than 15 years</i> | | | 1 | | |
| | <i>From 10 to 15 years</i> | | | 0,5 | | |
| | <i>Less than 10 years</i> | | | 0 | | |
| 4.2 | Work experience: | | 3 | | | |
| 4.2.1 | Experience in engineering and supervising the installation of coal-fired power plant projects with a capacity of at least 600 MW per unit, as Lead Steam turbine, Generator & Auxiliaries Expert. | | | 2 | | |

| NO | EVALUATION CRITERIA | MAXIMUM SCORE | BREAKDOWN SCORE | MINIMUM SCORE | REMARK |
|-------|---|---------------|-----------------|---------------|--------|
| | <i>More than two (02) projects</i> | | 2 | | |
| | <i>From one (01) to two (02) projects</i> | | 1 | | |
| | <i>No project</i> | | 0 | | |
| 4.2.2 | <i>Experience for supervising the partial assembly, maintenance/overhaul of Steam Turbine</i> | | | | |
| | <i>01 project as supervising the partial assembly, maintenance/overhaul of Steam Turbine with a capacity of at least 600 MW per unit, as Steam turbine Expert</i> | | 0.5 | | |
| | <i>No project</i> | | 0 | | |
| 4.2.3 | <i>Experience for supervising the partial assembly, maintenance/overhaul of Generator</i> | | | | |
| | <i>01 project as supervising the partial assembly, maintenance/overhaul of Generator with a capacity of at least 600 MW per unit, as Generator Expert</i> | | 0.5 | | |
| | <i>No project</i> | | 0 | | |
| 4.3 | Language | 1 | | | |
| | <i>Native/Official language: English</i> | | 1 | | |

| NO | EVALUATION CRITERIA | | MAXIMUM SCORE | BREAKDOWN SCORE | MINIMUM SCORE | REMARK |
|----------|---|----------|---------------|-----------------|---------------|--------|
| | <i>Foreign/Second Language: English</i> | | | 0,5 | | |
| | <i>Other</i> | | | 0 | | |
| 5 | Lead C&I Scada Tele. Expert | 1 | 5 | | 3 | |
| 5.1 | Year experience | | 1 | | | |
| | <i>More than 15 years</i> | | | 1 | | |
| | <i>From 10 to 15 years</i> | | | 0,5 | | |
| | <i>Less than 10 years</i> | | | 0 | | |
| 5.2 | Work experience: Experience in engineering and supervising installation of coal-fired power plant project with capacity of at least 600 MW per unit, as Lead C&I Scada Tele. Expert. | | 3 | | | |
| | <i>More than two (02) projects</i> | | | 3 | | |
| | <i>From 01 to 2 projects</i> | | | 2 | | |
| | <i>No project</i> | | | 0 | | |
| 5.3 | Language | | 1 | | | |
| | <i>Native/Official language: English</i> | | | 1 | | |

| NO | EVALUATION CRITERIA | | MAXIMUM SCORE | BREAKDOWN SCORE | MINIMUM SCORE | REMARK |
|----------|--|----------|---------------|-----------------|---------------|--------|
| | <i>Foreign/Second Language: English</i> | | | 0,5 | | |
| | <i>Other</i> | | | 0 | | |
| 6 | Lead Boiler Expert | 1 | 5 | | 3 | |
| 6.1 | Year experience | | 1 | | | |
| | <i>More than 15 years</i> | | | 1 | | |
| | <i>From 10 to 15 years</i> | | | 0,5 | | |
| | <i>Less than 10 years</i> | | | 0 | | |
| 6.2 | Work experience: Experience in engineering and supervising the installation of supercritical coal-fired power plant projects with capacity of at least 600 MW per unit, as Lead Boiler & Boiler's Auxiliaries Expert. | | 3 | | | |
| | <i>More than two (02) projects</i> | | | 3 | | |
| | <i>From 01 to 02 projects</i> | | | 2 | | |
| | <i>No project</i> | | | 0 | | |
| 6.3 | Language | | 1 | | | |

| NO | EVALUATION CRITERIA | MAXIMUM SCORE | BREAKDOWN SCORE | MINIMUM SCORE | REMARK |
|----------|--|---------------|-----------------|---------------|--------|
| | <i>Native/Official language: English</i> | | <i>1</i> | | |
| | <i>Foreign/Second Language: English</i> | | <i>0,5</i> | | |
| | <i>Other</i> | | <i>0</i> | | |
| 7 | Lead BOP Expert | 1 | 5 | 3 | |
| 7.1 | Year experience | | 1 | | |
| | <i>More than 15 years</i> | | <i>1</i> | | |
| | <i>From 10 to 15 years</i> | | <i>0,5</i> | | |
| | <i>Less than 10 years</i> | | <i>0</i> | | |
| 7.2 | Work experience: Experience in engineering and supervising the installation of coal-fired power plant projects with capacity of at least 600 MW per unit, as Lead BOP Expert. | | 3 | | |
| | <i>More than two (02) projects</i> | | <i>3</i> | | |
| | <i>From one (01) to two (02) projects</i> | | <i>2</i> | | |
| | <i>No project</i> | | <i>0</i> | | |
| 7.3 | Language | | 1 | | |

| NO | EVALUATION CRITERIA | | MAXIMUM SCORE | BREAKDOWN SCORE | MINIMUM SCORE | REMARK |
|----------|--|----------|---------------|-----------------|---------------|--------|
| | <i>Native/Official language: English</i> | | | <i>1</i> | | |
| | <i>Foreign/Second Language: English</i> | | | <i>0,5</i> | | |
| | <i>Other</i> | | | <i>0</i> | | |
| 8 | Lead Civil Expert | 1 | 5 | | 3 | |
| 8.1 | Year experience | | 1 | | | |
| | <i>More than 15 years</i> | | | <i>1</i> | | |
| | <i>From 10 to 15 years</i> | | | <i>0,5</i> | | |
| | <i>Less than 10 years</i> | | | <i>0</i> | | |
| 8.2 | Work experience: Experience in engineering and supervising the Civil/Structural work of coal-fired power plant projects with capacity of at least 600 MW per unit as Lead Civil Expert. | | 3 | | | |
| | <i>More than two (02) project</i> | | | <i>3</i> | | |
| | <i>From one (01) to two (02) projects</i> | | | <i>2</i> | | |
| | <i>No project</i> | | | <i>0</i> | | |
| 8.3 | Language | | 1 | | | |

| NO | EVALUATION CRITERIA | | MAXIMUM SCORE | BREAKDOWN SCORE | MINIMUM SCORE | REMARK |
|-----------|--|----------|---------------|-----------------|---------------|--------|
| | <i>Native/Official language: English</i> | | | <i>1</i> | | |
| | <i>Foreign/Second Language: English</i> | | | <i>0,5</i> | | |
| | <i>Other</i> | | | <i>0</i> | | |
| II | LOCAL PERSONNEL | | | | | |
| 1 | Boiler Expert | 1 | 2 | | 1,2 | |
| 1.1 | Year experience | | 0,5 | | | |
| | <i>From 15 years</i> | | | <i>0,5</i> | | |
| | <i>From 10 to 15 years</i> | | | <i>0,3</i> | | |
| | <i>Less than 10 years</i> | | | <i>0</i> | | |
| 1.2 | Work experience: Experience in engineering work and/or supervising the installation and/or commissioning work of supercritical coal-fired power plant projects with capacity of at least 600 MW per unit, as Boiler & Boiler's Auxiliaries Expert | | 0,5 | | | |
| | <i>More than one (01) project</i> | | | <i>0,5</i> | | |
| | <i>Only one (01) project</i> | | | <i>0,3</i> | | |

| NO | EVALUATION CRITERIA | | MAXIMUM SCORE | BREAKDOWN SCORE | MINIMUM SCORE | REMARK |
|----------|--|----------|---------------|-----------------|---------------|--------|
| | <i>No project</i> | | | 0 | | |
| 1.3 | Certification | | 0,5 | | | |
| | <i>The personnel has Certification on Construction Professional Practice grade I, which is appropriated with assigned position</i> | | | 0,5 | | |
| | <i>The personnel has no appropriate certification</i> | | | 0 | | |
| 1.4 | English Language | | 0,5 | | | |
| | <i>B level certificate; or TOEFL 400 PBT or above; or 42 iBT or above; or IELTS 4.5 or above; or TOEIC 405 or above; or similar certificates</i> | | | 0,5 | | |
| | <i>None of above mentioned certificate</i> | | | 0 | | |
| 2 | Steam Turbine & Generator Expert | 1 | 2 | | 1,2 | |
| 2.1 | Year experience | | 0,5 | | | |
| | <i>From 15 years</i> | | | 0,5 | | |
| | <i>From 10 to 15 years</i> | | | 0,3 | | |
| | <i>Less than 10 years</i> | | | 0 | | |
| 2.2 | Work experience: | | 0,5 | | | |

| NO | EVALUATION CRITERIA | MAXIMUM SCORE | BREAKDOWN SCORE | MINIMUM SCORE | REMARK |
|-------|--|---------------|-----------------|---------------|--------|
| 2.2.1 | Experience in engineering work and/or supervising the installation and/or commissioning work of supercritical coal-fired power plant projects with capacity of at least 600 MW per unit, as Steam Turbine & Generator Expert | | | | |
| | <i>More than one (01) project</i> | | <i>0,4</i> | | |
| | <i>Only one (01) project</i> | | <i>0,1</i> | | |
| | <i>No project</i> | | <i>0</i> | | |
| 2.2.2 | Experience for supervising the partial assembly, maintenance/overhaul of Steam Turbine | | | | |
| | <i>01 project as supervising the partial assembly, maintenance/overhaul of Steam Turbine with a capacity of at least 600 MW per unit, as Steam turbine Engineer</i> | | <i>0.05</i> | | |
| | <i>No project</i> | | <i>0</i> | | |
| 2.2.3 | <i>Experience for supervising the partial assembly, maintenance/overhaul of Generator</i> | | | | |

| NO | EVALUATION CRITERIA | | MAXIMUM SCORE | BREAKDOWN SCORE | MINIMUM SCORE | REMARK |
|----------|---|----------|---------------|-----------------|---------------|--------|
| | <i>01 project as supervising the partial assembly, maintenance/overhaul of Generator with a capacity of at least 600 MW per unit, as Generator Engineer</i> | | | 0.05 | | |
| | <i>No project</i> | | | 0 | | |
| 2.3 | Certification | | 0,5 | | | |
| | <i>The personnel has Certification on Construction Professional Practice grade I, which is appropriated with assigned position</i> | | | 0,5 | | |
| | <i>The personnel has no appropriate certification</i> | | | 0 | | |
| 2.4 | English Language | | 0,5 | | | |
| | <i>B level certificate; or TOEFL 400 PBT or above; or 42 iBT or above; or IELTS 4.5 or above; or TOEIC 405 or above; or similar certificates</i> | | | 0,5 | | |
| | <i>None of above mentioned certificate</i> | | | 0 | | |
| 3 | BOP Expert | 1 | 2 | | 1,2 | |
| 3.1 | Year experience | | 0,5 | | | |
| | <i>From 15 years</i> | | | 0,5 | | |

| NO | EVALUATION CRITERIA | MAXIMUM SCORE | BREAKDOWN SCORE | MINIMUM SCORE | REMARK |
|-----|--|---------------|-----------------|---------------|--------|
| | <i>From 10 to 15 years</i> | | 0,3 | | |
| | <i>Less than 10 years</i> | | 0 | | |
| 3.2 | Work experience: Experience in engineering work and/or supervising the installation and/or commissioning work of coal-fired power plant projects with capacity of at least 600 MW per unit, as BOP Expert | 0,5 | | | |
| | <i>More than one (01) project</i> | | 0,5 | | |
| | <i>Only one (01) project</i> | | 0,3 | | |
| | <i>No project</i> | | 0 | | |
| 3.3 | Certification | 0,5 | | | |
| | <i>The personnel has Certification on Construction Professional Practice grade I, which is appropriated with assigned position</i> | | 0,5 | | |
| | <i>The personnel has no appropriate certification</i> | | 0 | | |
| 3.4 | English Language | 0,5 | | | |

| NO | EVALUATION CRITERIA | MAXIMUM SCORE | BREAKDOWN SCORE | MINIMUM SCORE | REMARK |
|----------|---|---------------|-----------------|---------------|--------|
| | <i>B level certificate; or TOEFL 400 PBT or above; or 42 iBT or above; or IELTS 4.5 or above; or TOEIC 405 or above; or similar certificates</i> | | 0,5 | | |
| | <i>None of above mentioned certificate</i> | | 0 | | |
| 4 | Electrical Expert | 1 | 2 | 1,2 | |
| 4.1 | Year experience | | 0,5 | | |
| | <i>From 10 years</i> | | 0,5 | | |
| | <i>From 07 to 10 years</i> | | 0,3 | | |
| | <i>Less than 07 years</i> | | 0 | | |
| 4.2 | Work experience: Experience in engineering work and/or supervising the installation and/or commissioning work of coal-fired power plant projects with capacity of at least 600 MW per unit as Electrical Expert. | | 0,5 | | |
| | <i>More than one (01) project</i> | | 0,5 | | |
| | <i>Only one (01) project</i> | | 0,3 | | |
| | <i>No project</i> | | 0 | | |

| NO | EVALUATION CRITERIA | | MAXIMUM SCORE | BREAKDOWN SCORE | MINIMUM SCORE | REMARK |
|----------|--|----------|---------------|-----------------|---------------|--------|
| 4.3 | Certification | | 0,5 | | | |
| | <i>The personnel has Certification on Construction Professional Practice grade I, which is appropriated with assigned position</i> | | | 0,5 | | |
| | <i>The personnel has no appropriate certification</i> | | | 0 | | |
| 4.4 | English Language | | 0,5 | | | |
| | <i>B level certificate; or TOEFL 400 PBT or above; or 42 iBT or above; or IELTS 4.5 or above; or TOEIC 405 or above; or similar certificates</i> | | | 0,5 | | |
| | <i>None of above mentioned certificate</i> | | | 0 | | |
| 5 | I & C Expert | 1 | 2 | | 1,2 | |
| 5.1 | Year experience | | 0,5 | | | |
| | <i>From 15 years</i> | | | 0,5 | | |
| | <i>From 10 to 15 years</i> | | | 0,3 | | |
| | <i>Less than 10 years</i> | | | 0 | | |
| 5.2 | Work experience: Experience in engineering work and/or supervising the installation and/or | | 0,5 | | | |

| NO | EVALUATION CRITERIA | | MAXIMUM SCORE | BREAKDOWN SCORE | MINIMUM SCORE | REMARK |
|----------|--|----------|---------------|-----------------|---------------|--------|
| | commissioning work of supercritical coal-fired power plant projects with capacity of at least 600 MW per unit, as I & C Expert. | | | | | |
| | <i>More than one (01) project</i> | | | 0,5 | | |
| | <i>Only one (01) project</i> | | | 0,3 | | |
| | <i>No project</i> | | | 0 | | |
| 5.3 | Certification | | 0,5 | | | |
| | <i>The personnel has Certification on Construction Professional Practice grade I, which is appropriated with assigned position</i> | | | 0,5 | | |
| | <i>The personnel has no appropriate certification</i> | | | 0 | | |
| 5.4 | English Language | | 0,5 | | | |
| | <i>B level certificate; or TOEFL 400 PBT or above; or 42 iBT or above; or IELTS 4.5 or above; or TOEIC 405 or above; or similar certificates</i> | | | 0,5 | | |
| | <i>None of above mentioned certificate</i> | | | 0 | | |
| 6 | Civil Supervision Expert | 1 | 2 | | 1,2 | |
| 6.1 | Year experience | | 0,5 | | | |

| NO | EVALUATION CRITERIA | MAXIMUM SCORE | BREAKDOWN SCORE | MINIMUM SCORE | REMARK |
|-----|--|---------------|-----------------|---------------|--------|
| | <i>From 15 years</i> | | 0,5 | | |
| | <i>From 10 to 15 years</i> | | 0,3 | | |
| | <i>Less than 10 years</i> | | 0 | | |
| 6.2 | Work experience: Experience in Civil supervision works for Grade I, Industrial Construction Projects as Civil Works Supervision Engineer. | 0,5 | | | |
| | <i>More than one (01) project</i> | | 0,5 | | |
| | <i>Only one (01) project</i> | | 0,3 | | |
| | <i>No project</i> | | 0 | | |
| 6.3 | Certification | 0,5 | | | |
| | <i>The personnel has Certification on Construction Professional Practice grade I, which is appropriated with assigned position</i> | | 0,5 | | |
| | <i>The personnel has no appropriate certification</i> | | 0 | | |
| 6.4 | English Language | 0,5 | | | |

| NO | EVALUATION CRITERIA | MAXIMUM SCORE | BREAKDOWN SCORE | MINIMUM SCORE | REMARK |
|----------|--|---------------|-----------------|---------------|--------|
| | <i>B level certificate; or TOEFL 400 PBT or above; or 42 iBT or above; or IELTS 4.5 or above; or TOEIC 405 or above; or similar certificates</i> | | 0,5 | | |
| | <i>None of above mentioned certificate</i> | | 0 | | |
| 7 | Structural Supervision Expert | 1 | 2 | 1,2 | |
| 7.1 | Year experience | | 0,5 | | |
| | <i>From 15 years</i> | | 0,5 | | |
| | <i>From 10 to 15 years</i> | | 0,3 | | |
| | <i>Less than 10 years</i> | | 0 | | |
| 7.2 | Work experience: Experience in structural supervision works for Grade I, Industrial Construction Projects as Structural Works Supervision Engineer. | | 0,5 | | |
| | <i>More than one (01) project</i> | | 0,5 | | |
| | <i>Only one (01) project</i> | | 0,3 | | |
| | <i>No project</i> | | 0 | | |
| 7.3 | Certification | | 0,5 | | |

| NO | EVALUATION CRITERIA | | MAXIMUM SCORE | BREAKDOWN SCORE | MINIMUM SCORE | REMARK |
|----------|--|----------|---------------|-----------------|---------------|--------|
| | <i>The personnel has Certification on Construction Professional Practice grade I, which is appropriated with assigned position</i> | | | 0,5 | | |
| | <i>The personnel has no appropriate certification</i> | | | 0 | | |
| 7.4 | English Language | | 0,5 | | | |
| | <i>B level certificate; or TOEFL 400 PBT or above; or 42 iBT or above; or IELTS 4.5 or above; or TOEIC 405 or above; or similar certificates</i> | | | 0,5 | | |
| | <i>None of above mentioned certificate</i> | | | 0 | | |
| 8 | Fire Protection and Prevention Expert | 1 | 2 | | 1,2 | |
| 8.1 | Year experience | | 0,5 | | | |
| | <i>From 15 years</i> | | | 0,5 | | |
| | <i>From 10 to 15 years</i> | | | 0,3 | | |
| | <i>Less than 10 years</i> | | | 0 | | |
| 8.2 | Work experience: Experience in design verification and construction supervision of fire protection systems for Grade I industrial projects | | 0,5 | | | |

| NO | EVALUATION CRITERIA | MAXIMUM SCORE | BREAKDOWN SCORE | MINIMUM SCORE | REMARK |
|-----|--|---------------|-----------------|---------------|--------|
| | <i>More than one (01) project</i> | | 0,5 | | |
| | <i>Only one (01) project</i> | | 0,3 | | |
| | <i>No project</i> | | 0 | | |
| 8.3 | Certification | 0,5 | | | |
| | Holds valid certificates for fire protection system design and supervision consultancy | | 0,5 | | |
| | <i>The personnel has no appropriate certification</i> | | 0 | | |
| 8.4 | English Language | 0,5 | | | |
| | <i>B level certificate; or TOEFL 400 PBT or above; or 42 iBT or above; or IELTS 4.5 or above; or TOEIC 405 or above; or similar certificates</i> | | 0,5 | | |
| | <i>None of above mentioned certificate</i> | | 0 | | |
| | Total (100%) | 100 | 100 | 70 | |

Technical Bid Documents shall be disqualified if they fall into one of the following cases:

- (i) Technical Bid Documents with total technical score less than 70 points;
- (ii) Technical Bid Documents do not meet any minimum score requirements in Section C [Approaches and Methodologies] and Section D [Bidder's Personnel].

Section 3. Checking and evaluating the validity of the Financial Bid

3.1. Check the validity of the Financial Bid:

- a) Check the number of originals and copies of the Financial Bid;
- b) Check the components of the Financial Bid, including: the Letter of Financial Bid; Price Schedules; and other components of the Financial Bid as prescribed in Section 10 of the ITB;
- c) Check the consistency of content between the original and the copy to serve the detailed evaluation process of the Financial Bid.

3.2. Evaluation of the validity of the Financial Bid:

The Bidder's Financial Bid is considered valid when it fully meets the following requirements:

- a) Have original of Financial Bid;
- b) There is a Letter of Financial Bid signed and sealed (if any) by the legal representative of the Bidder as required by the Bidding Document; the time of signature shall be after the Bidding Document issuance, there are no different bid prices and accompanied disadvantaged conditions to the Owner. For consortium, the Letter of Financial Bid shall be signed and sealed (if any) by the legal representative of every consortium's member or the assigned consortium's member on behalf of the consortium to sign the Letter of Financial Bid according to the consortium agreement;
- c) The validity period of the Financial Bid meets the requirements specified in the Bidding Document.

The Bidders with valid Financial Bids shall be considered and further evaluated on the next step.

Section 4. Financial evaluation criteria

Step 1. Determine the Bid Price;

Step 2. Error correction and deviation adjustment (if any) according to the provisions of Section 27 of the ITB;

Step 3. Determine the Bid Price after error correction, deviation adjustment, minus discount value (if any), convert Bid Price to a common currency (VND, as stipulated in ITB 13.1);

Step 4. Determine the price score:

$$\text{Price score}_{\text{under consideration}} = \frac{G_{\text{Lowest}} \times T}{G_{\text{under consideration}}}$$

In which:

- + Price score _{under consideration}: Price score of the Financial Bid under consideration;
- + G_{Lowest} : The lowest Bid Price after error connection, deviation adjustment and discount (if any) among the Bid Prices of the Bidders whose Bids have been subject to detailed evaluation.
- + G _{under consideration}: the Bid Price after error correction, deviation adjustment and discount (if any) of the Financial Bid under consideration.
- + T: Maximum Technical score.

Step 5. Determine the overall score:

$$\text{Overall score}_{\text{under consideration}} = K \times \text{Technical score}_{\text{under consideration}} + G \times \text{Price score}_{\text{under consideration}}$$

In which:

- + Technical score _{under consideration}: The number of points determined at the technical evaluation step;
- + Price score _{under consideration}: The score is determined at the financial assessment step;
- + K: Technical score ratio specified in the total score scale, **70%**;
- + G: The proportion of price points specified in the total score scale, **30%**;
- + $K + G = 100\%$. The proportion of technical (K) and price (G) points must be specifically determined in the Bidding Document.

Step 6. Determine the incentive value (if any) according to the provisions of Section 28 of the ITB;

Step 7: Ranking of Bidders: The Bidder with the highest overall score after calculating incentives (if any) is ranked first.

Chapter IV. BIDDING FORMS

A. BIDDING FORM OF TECHNICAL BID

- Form No. 01. Letter of Technical Bid
- Form No. 02. Power of Attorney
- Form No. 03. Consortium Agreement
- Form No. 03A. Bidder's reputation commitment letter
- Form No. 04. Bidder's organizational structure and experience
- Form No. 05. Suggestions (if any) to finalize Terms of Reference
- Form No. 06. Solution and methodology proposed by the Bidder to perform consultancy services
- Form No. 07. Curriculum Vitae of Bidder's personnel
- Form No. 07A. Commitment letter
- Form No. 08. Project Schedule
- Form No. 09. List of experts participating in consultancy services
- Form No. 10. Scope of work using subcontractors

B. BIDDING FORM OF FINANCIAL BID

- Form No. 11A and No. 11B. Letter of Financial Bid
- Form No. 12. Cost Summary Table

A. BIDDING FORM OF TECHNICAL BID**Form No. 01****LETTER OF TECHNICAL BID ⁽¹⁾**

(Belongs to Technical Bid)

Date: ___ [write the date, month, year of signing the Bid]

Package name: ___ [write package name according to Invitation to Bid]

Project name: _____ [insert project name]

Dear: ___ [write the full and correct name of the Bid Solicitor]

After studying the Bidding Document [in case of amendments to the Bidding Document, add “and the bidding document amendment No. _____ [write the number of the amendment] ”] posted by the Bid Solicitor on the System, we, ___ [write the name of the Bidder], commit to implement the bidding package ___ [write the name of the bidding package] in accordance with the requirements stated in the Bidding Document.

We commit ⁽²⁾:

1. Participate in this bid package only as a single Bidder or a member of a consortium.

2. Not in the process of carrying out dissolution procedures or having its Business Registration Certificate or Business Household Registration Certificate or other equivalent documents revoked; not in a case of insolvency according to the provisions of law of the country in which the Bidder is granted a Decision on Establishment or a Certificate of Business Registration or a Certificate of Business Registration or other equivalent documents.

3. Do not violate regulations on ensuring competition in bidding.

4. Has fulfilled the obligation to declare and pay taxes for the most recent fiscal year compared to the bid closing time.

5. Within 03 years prior to the bid closing date, the Bidder has no personnel (signing a labor contract with the Bidder at the time the personnel committed the violation) who have been convicted by the Court of violating bidding regulations causing serious consequences according to criminal law provisions with the aim of allowing that Bidder to win the bid.

6. Not currently banned from participating in bidding according to the provisions of bidding laws.

7. Not being prosecuted for criminal liability (the household owner is not being prosecuted for criminal liability in case the bidder is a business household).

8. Do not commit acts of corruption, bribery, bid rigging, obstruction and other violations of bidding laws when participating in this bid package.

9. The information declared in the Bid is truthful.

10. In case of winning the bid, the Bids and additional/clarifying documents of the Bids form a binding agreement between the two parties until the contract is signed.

we, ___ [insert the Bidder's name], pledge ourselves to perform _____ [insert the package's name] in accordance with the Bidding Document with the contract duration of _____ [insert the total performance duration of all the work as required by the package]⁽⁴⁾.

This bid is valid for a period of ___ ⁽³⁾ days, from ___ day, ___ month, ___ year ⁽⁴⁾.

Legal representative of the Bidder ⁽⁶⁾

[name, title, signature and seal]

Note:

(1) Bidders should note that the Bid must include complete and accurate information about the name of the Bid Solicitor, the Bidder, the name of the bidding package, and the name of the project.

(2) In case the Owner discovers that the Bidder violates these commitments, the Bids will be disqualified and the Bidders will be disciplined according to regulations.

(3) Record the number of effective days as prescribed in Section 15.1 of the Bidding Document. The effective period of the Technical Bid is calculated from the bid closing date to the last effective date as prescribed in the Bidding Document. From the bid closing date to the end of 24 hours of the bid closing date is counted as 01 day.

(4) The contract duration mentioned in the Letter of Bid shall conform to the Bid and Time Schedule in the Bid.

(5) Record the date with the bid closing time as prescribed in Section 18.1 of the Bidding Document.

(6) In case the legal representative of the contractor authorizes a subordinate to sign Letter of Technical Bid, a Power of Attorney according to Form No. 02 of this Chapter must be attached; in case the Bidder/Company Charter or other relevant documents assign responsibility to a subordinate to sign the Letter of Technical Bid, these documents must be attached (there is no need to prepare a Power of Attorney according to Form No. 02 of this Chapter). In case the Bidder is a Consortium, the Letter of Technical Bid must be signed by the legal representative of each member of consortium or the member assigned to sign on behalf of consortium according to the assignment of responsibilities in consortium agreement according to Form No. 03 of this Chapter. In case each member of consortium has authorization, the authorization shall be implemented as for an independent Bidder.

In case a foreign Bidder does not have a seal, it must provide confirmation from a competent organization that the signature in the Letter of Technical Bid and other documents in the Bid is that of the Bidder's legal representative.

POWER OF ATTORNEY ⁽¹⁾

Today, on the ____ day of the month ____ year ____, at ____

I am ____ [write name, ID card number, citizen identification number or passport number, title of the legal representative of the Bidder], the legal representative of ____ [write name of the Bidder] with address at ____ [write address of the Bidder] hereby authorize ____ [write name, ID card number, citizen identification number or passport number, title of authorized person] to perform the following tasks during the bidding process for package ____ [write name of package] of project ____ [write name of project] organized by ____ [write name of Bid Solicitor] :

[- Sign the Letter of Technical Bid and the Letter of Financial Bid;

- Sign a consortium agreement (if any);

- Sign documents with the Bid Solicitor during the bidding process, including requests for clarification of the Bidding Document and documents for explaining and clarifying of the Bid or requesting amendment, substitute, withdrawal of the Technical Bid and Financial Bid;

- Participate in the negotiation process and finalization the contract;

- Sign the petition in case the Bidder has a petition;

- Sign a contract with the Owner if the Bidder is successful.] ⁽²⁾.

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

The authorization is valid from date ____ to date ____ ⁽³⁾. This power of attorney is made in ____ copies with equal legal value, the authorizer keeps ____ copies, the authorized person keeps ____ copies, the Bid Solicitor keeps ____ copies.

Authorized person

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

Authorizer

[name of the legal representative of the contractor, title, signature and seal]

Note:

(1) In case of authorization, the original power of attorney must be sent to the Bid Solicitor together with the Bid as prescribed in Section 16.3 of the ITB. The authorization of the legal representative of the Bidder to his/her deputy, subordinate, director of a dependent accounting subsidiary, branch director, head of the

representative office of the Bidder to perform one or more of the above-mentioned tasks on behalf of the legal representative of the Bidder. The use of a seal in the case of authorization may be the seal of the Bidder or the seal of the unit to which the relevant individual is authorized (seal of a branch, dependent accounting subsidiary, etc.). The authorized person may not further authorize another person.

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

(3) Record the effective date and expiration date of the authorization in accordance with the bidding process.

CONSORTIUM AGREEMENT

_____, date ___ month ___ year ___

Package name: _____ [insert name of bidding package]

Belongs to project: _____ [write project name]

Pursuant to ⁽¹⁾ _____ [the Law on Bidding No. 22/2023/QH15 dated June 23, 2023];

Pursuant to ⁽¹⁾ _____ [the Government's Decree No. 24/2024/ND-CP dated February 27, 2024 on implementation of some articles on bidder selection of the Law on Bidding];

Based on the Bidding Document for package _____ [write the name of the bidding package] dated _____ month _____ year _____ [write the date of issuance of the Bidding Document];

We, representing the parties signing the consortium agreement, include:

Name of the first consortium member _____ [insert name of the first consortium member]

Representative is Mr./Ms.: _____

Position: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

Account: _____

TIN: _____

Power of Attorney No. ___ date ___ month ___ year ___ (in case of authorization).

Name of second/n-th consortium member _____ [insert name of second consortium member]

Representative is Mr./Ms.: _____

Position: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

Account: _____

TIN: _____

Power of Attorney No. ___ date ___ month ___ year ___ (*in case of authorization*).

The parties (hereinafter referred to as members) agree to sign a consortium agreement with the following contents:

Article 1. General principles

1. Members voluntarily form a consortium to participate in bidding for package ___ [*insert package name*] belonging to project ___ [*write project name*].

2. The members agree that the name of the consortium for all transactions related to this bid package is: ___ [*insert name of the consortium*].

3. The members commit that no member shall arbitrarily participate independently or in a consortium with another Bidder to participate in this bid package. In case of winning the bid, no member shall have the right to refuse to perform the responsibilities and obligations stipulated in the contract. In case a member of the consortium refuses to fulfil his/her own responsibilities as agreed, that member shall be handled as follows:

- *Compensation for damages to the parties in the consortium;*
- *Compensate the Owner for damages according to the provisions stated in the contract;*
- *Other form of treatment ___ [specify other form of treatment].*

Article 2. Assignment of responsibilities

The members agreed to assign responsibilities to implement the package ___ [*insert package name*] belonging to project ___ [*write project name*] for each member as follows:

1. Leading member of the consortium:

The parties agree to assign ___ [*name of one party*] as the Leader of the consortium, representing the consortium in the following tasks ⁽²⁾:

- [- Sign the Letter of Technical Bid and the Letter of Financial Bid;*
- *Sign documents with the Bid Solicitor during the bidding process, including requests for clarification of the Bidding Document and documents for explaining and clarifying of the Bid or requesting amendment, substitute, withdrawal of the Technical Bid and Financial Bid;*
- *Participate in the negotiation process and finalization the contract;*
- *Sign the petition in case the Bidder has a petition;*
- *Other tasks except for signing the contract ___ [specify the content of other tasks (if any)].*

2. The members of the consortium agree to assign responsibilities for performing the work according to the table below ⁽³⁾:

| No. | Names of members in the consortium | Tasks | Percentage of value assumed compared to total Bid Price |
|--------------|--|---------------------------------------|---|
| 1. | Name of the leading member of the consortium | - ____ - ____ | - ____% - ____% |
| 2. | Name of 2nd member | - ____ - ____ | - ____% - ____% |
| ... | ... | ... | ... |
| Total | | The entire work of the package | 100% |

Article 3. Validity of consortium agreement

1. The consortium agreement is effective from the date of signing.
2. The consortium agreement shall terminate in the following cases:
 - The parties fulfil their responsibilities and obligations and proceed to liquidate the contract;
 - The parties mutually agree to terminate;
 - The consortium bidder did not win the bid;
 - Cancel the bidding package ____ [*write the name of the bidding package*] of the project ____ [*write the name of the project*] according to the notice of the Owner, Bid Solicitor.

The consortium agreement is made with the approval of all members.

The consortium agreement is made in ____ copies, each party keeps ____ copies, the copies of the agreement have equal legal value.

LEGAL REPRESENTATIVE OF THE CONSORTIUM LEADER

[name, title, signature and seal]

LEGAL REPRESENTATIVE OF THE CONSORTIUM MEMBER

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

Note:

(1) Update legal documents according to current regulations.

(2) The assignment of responsibilities includes one or more of the above tasks. In case the consortium assigns a member other than the consortium leader to sign the bid, it must be clearly stated in Article 2.

(3) The Bidder must clearly state the specific work content and the corresponding value estimate that each member of the consortium will perform, the common and individual responsibilities of each member, including the Leader of the consortium. The division of work in the consortium must be based on the work items stated in the Terms of Reference; work that does not belong to these items may not be divided.

Form No. 03A

BIDDER’S REPUTATION COMMITMENT LETTER

Date: __ [write the date, month, year of signing the letter]

Package name: __ [write package name according to Invitation to Bid]

Project name: _____ [insert project name]

Dear: __ [write the full and correct name of the Bid Solicitor]

We, __ [write the name of the Bidder], commit to ensuring the reputation through participation in bidding, the results of contract performance by the Bidder as stipulated in Articles 19 and 20 of Decree No. 214/2025/ND-CP dated August 04th, 2025.

We commit did not violate:

1. Refuse to negotiate the contract when invited to negotiate the contract;
2. Negotiate the contract but refused or failed to sign the contract negotiation minutes;
3. Win the bid packages but did not proceed with or refuse to finalize the contract or fail to sign the contract;
4. Sign the contract finalization minutes but did not proceed with or refused to finalize the contract or failed to sign the contract or Bidder was selected as the winning bidder but did not complete the contract
5. Any violations during the contract performance due to the Bidder’s fault.
6. No contract or project failed to be completed on time due to the Bidder's mistakes.
7. Others as provided in Articles 19 and 20 of Decree No. 214/2025/ND-CP.

Very truly yours,

Legal representative of the Bidder

[name, title, signature and seal]

BIDDER'S ORGANIZATIONAL STRUCTURE AND EXPERIENCE

I. Bidder's organizational structure

[Brief description of the formation and organization of the Bidder (in case of a consortium, describe the organization of each member of the consortium). Describe the number of specialized consultants with whom the Bidder has signed long-term or indefinite-term labor contracts and clearly state the number of years of experience of each consultant.]

II. Bidder's experience

Similar consultancy service packages performed by the Bidder within ____ *[write the number of years]* recent years.

The Bidder shall use the following table to declare for each consultancy service similar to the consultancy service required in this package that the Bidder has performed (as an independent contractor or in a consortium with another contractor or subcontractor). For each similar work, the consulting Bidder shall provide a summary including the names of the key personnel of the Bidder who participated, the time of performing the work, the contract price (in case the Contractor is a member of a consortium, clearly state the volume of work, the value undertaken as a member of a consortium).

Experience in performing contracts of experts as individual consultants or as experts for other consulting contractors is only counted as the expert's own working experience, not as the Bidder's experience in performing contracts.

| Time | Job Title <i>(brief description of results, main products)</i> | Name of bidding package, project, Owner, working location | Contract value <i>(In case of consortium, only for the Bidder scope of services)</i> | Role in work <i>(insert independent contractor, subcontractor, member of consortium)</i> | Contract performance time | Actual contract performance time <i>(In case of delay, state the reason)</i> |
|-------------|--|--|--|--|----------------------------------|--|
| | | | | | | |
| | | | | | | |

The Bidder must attach copies of related documents (consultancy contract(s) and the corresponding contract completion certificate(s) or other equivalent documents signed by the Client(s)).

SUGGESTIONS (IF ANY) TO FINALIZE TERMS OF REFERENCE

[The Bidder submits amendments to finalize the terms of reference for the purpose of executing the contract]

Proposed additions and amendments to the terms of reference:

- 1.
- 2.
- 3.
- 4.
- 5.

SOLUTIONS AND METHODOLOGY**PROPOSED BY THE BIDDER TO PERFORM CONSULTANCY SERVICES**

[The Bidder shall prepare a technical proposal (including diagrams) according to the Scope of Services, consisting of 3 parts:

1. Solution and methodology: *Describe the understanding of the objectives of the work stated in the terms of reference, the technical approach and methodology to be applied to perform the work to achieve the expected results and the level of detail of those results. For supervision consultancy packages, the solutions and methodologies should include environmental and social aspects. The Bidder should note that the Terms of Reference should not be copied or repeated in this section.*

2. Implementation plan: *Provide a plan for the implementation of key activities/works, content and duration of activities, key milestones (including approvals by the Owner) and expected date for submission of the consultancy results/reports. The implementation plan must be consistent with the technical approach and methodology, demonstrate an understanding of the terms of reference and the ability to transfer the terms of reference into a workable implementation plan, and list the complete documentation to be submitted.*

3. Organization and Personnel: *Describe the structure and composition of the expert team, including a list of key personnel, other personnel, and relevant technical and administrative support staff.]*

CURRICULUM VITAE OF BIDDER’S PERSONNEL

Bidder name:

| | |
|-----------------------------------|-------------------------------|
| Name of intended position: | <i>[eg: TEAM LEADER]</i> |
| Consultant name: | <i>[full name]</i> |
| Date of birth: | <i>[write day/month/year]</i> |
| Nationality: | |
| Languages | |

Education: _____ *[insert specialized courses, name of training institution/university/college, training period, type of degree]*

Work history relevant to the job: _____ *[list the expert's work history in chronological order according to the following table, without listing any work that is not relevant to the job being requested]*

| Time (from... to...) | Name of agency, company, position and contact information for reference | Work location | Summary of work performed that is relevant to the job being requested |
|-----------------------------------|--|--------------------------|--|
| | | | |
| | | | |
| | | | |

Membership of professional associations, organizations and published works:

Languages (List only languages that can be used for work):

I hereby certify that the above information is true. If incorrect, I will be responsible before the law.

_____, date ____ month ____ year ____

Declarant

[Signature, title and full name]

Note:

- Each Bidder's Personnel as being declared in Form No. 09 of this Chapter must fulfil all information as described in this Form.

- Copies of the labor contracts/ memorandums and/or proving documents for the availability of Bidder's personnel and qualifications must be enclosed.

- In order to certify the experience of the proposed personnel, relevant documents such as acknowledgment or affirmation from the client or any documents showing the position assigned to such personnel in the declared projects ... must be enclosed (apply to Vietnamese personnel only).

- Bidder must provide construction practice certificates for their Vietnamese personnel (if required).

COMMITMENT LETTER

Date: __ *[write the date, month, year of signing the letter]*

Package name: __ *[write package name according to Invitation to Bid]*

Project name: _____ *[insert project name]*

Dear: __ *[write the full and correct name of the Bid Solicitor]*

We, __ *[write the name of the Bidder]*, commit that:

In case of using local sub-contractor(s) as stipulated in ITB 5.1 f), the Bidder shall hire local sub-contractor(s) to do tasks as declared in the Form No. 10 if awarded the contract. *[delete this item if the Bidder does not use local sub-contractor(s)]*

Very truly yours,

Legal representative of the Bidder

[name, title, signature and seal]

PROJECT SCHEDULE

Bidder must propose a detailed project schedule suitable with the Manning Task and Project Schedule of Scope of Services.

| No. | Task ⁽¹⁾ | Month ⁽²⁾ | | | | | | | |
|------------|-----------------------------------|----------------------|---|---|---|---|-----|---|-------|
| | | 1 | 2 | 3 | 4 | 5 | ... | n | Total |
| 1 | <i>[Example: Task 1:</i> | | | | | | | | |
| | <i>1) Collect information</i> | | | | | | | | |
| | <i>2) Draft report</i> | | | | | | | | |
| | <i>3) Make preliminary report</i> | | | | | | | | |
| | <i>4) Collect opinions</i> | | | | | | | | |
| | <i>5)...</i> | | | | | | | | |
| | <i>6) Make final report]</i> | | | | | | | | |
| | | | | | | | | | |
| 2 | <i>[Example: Task 2: ...]</i> | | | | | | | | |
| ... | | | | | | | | | |
| n | | | | | | | | | |
| | | | | | | | | | |

Notes:

(1) Enumerate all tasks with a specific schedule.

(2) There must be a chart showing the time limit for each task with notes and explanations if necessary. (3) The schedule shall show the expected number of personnel to be employed for each week/month of the contract execution period, with a number of man-days for the performance of the services to be expressed.

(4) Bidder shall review and comment upon or approve the requested documents within a period of five (5) working days from their receipt. Bidder shall complete the second review of documents, which is also the final one, within five (5) working days from receipt thereof.

Form No. 09

LIST OF EXPERTS PARTICIPATING IN CONSULTING SERVICES

| No. | Name | Nationality | Title (Position assignment in the bid package) | How to mobilize | Work location | Number of Experts [select month-person or day-person] ⁽¹⁾ | | | Total number of working months/ working days |
|-----------|---|-------------|--|--|------------------|--|----------------|--------------------|---|
| | | | | | | Work item 1 | Work item 2 | ... ⁽²⁾ | |
| A | Key personnel of Bidder ⁽³⁾ | | | | | | | | |
| I | Key personnel | | | | | | | | |
| 1 | <i>Nguyen Van A</i> | | | <i>[Bidder note] “Bidder Personnel” or “Leased Personnel”]</i> | <i>In office</i> | | | | |
| | | | | | <i>In site</i> | | | | |
| 2 | | | | | <i>In office</i> | | | | |
| | | | | | <i>In site</i> | | | | |
| | ... | | | | | | | | |
| | Number of key personnel | | | | | | | | |
| II | Other personnel | | | | | | | | |

| No. | Name | Nationality | Title (Position assignment in the bid package) | How to mobilize | Work location | Number of Experts [select month-person or day-person] ⁽¹⁾ | | | Total number of working months/working days |
|----------|---|-------------|---|---|---------------|---|-------------|--------------------|---|
| | | | | | | Work item 1 | Work item 2 | ... ⁽²⁾ | |
| 1 | | | | [Bidder note] “Bidder Personnel” or “Leased Personnel”] | In office | | | | |
| | | | | | In site | | | | |
| 2 | ... | | | | In office | | | | |
| | | | | | In site | | | | |
| | Number of other personnel | | | | | | | | |
| B | Key personnel mobilized by bidder ⁽⁴⁾ | | | | | | | | |
| I | Key personnel of Bidder | | | | | | | | |
| 1 | Nguyen Van A | | | [Bidder note] “Bidder Personnel” or “Leased Personnel”] | In office | | | | |
| | | | | | In site | | | | |
| 2 | | | | | In office | | | | |

| No. | Name | Nationality | Title (Position assignment in the bid package) | How to mobilize | Work location | Number of Experts <i>[select month-person or day-person]</i> ⁽¹⁾ | | | Total number of working months/ working days |
|-----------|--------------------------------------|-------------|--|--|------------------|--|----------------|--------------------|---|
| | | | | | | Work item 1 | Work item 2 | ... ⁽²⁾ | |
| | | | | | <i>In site</i> | | | | |
| | ... | | | | | | | | |
| | Number of key personnel | | | | | | | | |
| II | Other personnel | | | | | | | | |
| 1 | | | | <i>[Bidder note] “Bidder Personnel” or “Leased Personnel”]</i> | <i>In office</i> | | | | |
| | | | | | <i>In site</i> | | | | |
| 2 | ... | | | | <i>In office</i> | | | | |
| | | | | | <i>In site</i> | | | | |
| | Number of other personnel | | | | | | | | |

Note:

(1) The Bidder shall select month-person or day-person in accordance with the regulations in this Section.

- (2) Work items according to Form No. 08 of this Chapter.
- (3) The position and number of key personnel must comply with the requirements stated in Table No. 01, Section 2, Chapter III. The key personnel must have the labor contract signed with the contractor.
- (4) In case bidder mobilize personnel who has no contract then bidder has to list out these personnel to Item B of this form and clarify the reason.

Form No. 10

SCOPE OF WORK USING SUBCONTRACTORS ⁽¹⁾

| No. | Subcontractor Name ⁽²⁾ | Scope of work ⁽³⁾ | Workload ⁽⁴⁾ | Estimated % value ⁽⁵⁾ | Contract or agreement with subcontractor ⁽⁶⁾ |
|------------|--|-------------------------------------|--------------------------------|---|--|
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |
| ... | | | | | |

Note:

(1) In case the Bidding Document has regulations on the use of subcontractors, the Bidder shall declare according to this Form.

(2) The Bidder shall specify the name of the subcontractor. In case the identity of the subcontractor is not yet determined when participating in the bidding, it is not necessary to declare in this column but only declare in the column "Scope of work". If the Bidder wins the bid, when mobilizing subcontractors to perform the declared work, it must obtain the approval of the Owner.

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

(4) The Bidder shall specify the volume of work for the subcontractor.

(5) The Bidder shall specifically record the percentage value of the work undertaken by the subcontractor compared to the bid price.

(6) The Bidder shall specify the contract number or agreement document. The Bidder shall submit the original or certified copies of such documents.

B. BIDDING FORM OF FINANCIAL BID**Form No. 11A****LETTER OF FINANCIAL BID ⁽¹⁾**

(belongs to Financial Bid - applicable to the Bidder who has no discount offer or has a separate discount letter)

Date: ___ [write the date, month, year of signing the Bid]

Package name: ___ [write package name according to the Invitation to Bid]

Project Name: _____ [insert project name]

Dear: ___ [write the full and correct name of the Bid Solicitor]

After studying the Bidding Document [in case of amending the Bidding Document, add “and the Bidding Document amendment document No. _____ [write the number of the amendment document] ”] posted by the Bid Solicitor on the System, we, _____ [write the name of the Bidder] commit implementing the bidding package _____ [write the name of the bidding package] in accordance with the requirements stated in the Bidding Document. Together with the technical proposal, we hereby submit this Letter of Financial Bid with a financial proposal with a total amount of _____ [write the value in numbers, in words and in the bidding currency] ⁽²⁾ along with the attached cost summary table.

Financial Bid is valid for a period of ___ ⁽³⁾ days, from ___ day, ___ month, ___ year ⁽⁴⁾.

We commit that the information declared in the Bid is truthful.

Legal representative of the Bidder ⁽⁵⁾

[name, title, signature and seal]

Note:

(1) Bidders should note that the bid must include complete and accurate information about the name of the Bid Solicitor, the Bidder, the name of the bidding package, and the name of the project.

(2) In case the Bidding Document allows bidding in several different currencies, the Bidder must clearly state the value in numbers and words of each currency offered by the Bidder. The Bid Price stated in the Letter of Financial Bid must be specific, fixed in numbers and words, and the bid price in numbers or words must be consistent and logical with the total Bid Price stated in the cost summary table. Do not propose different bid prices or include conditions that are disadvantageous to the Owner or the Bid Solicitor.

(3) Record the number of effective days as prescribed in Section 15.1 of the Bidding Document. The effective period of the Bidding Document is calculated from the date of bid closing to the last effective date as prescribed in the Bidding Document. From the bid closing time to the end of 24 hours of the bid closing date is counted as 01 day.

(4) Record the date of bid closing time as prescribed in Section 18.1 of the Bidding Document.

(5) In case the legal representative of the Bidder authorizes a subordinate to sign Letter of Financial Bid, a Power of Attorney according to Form No. 02 of this Chapter must be attached; in case the company charter or other relevant documents assign responsibility to a subordinate to sign the bid application, these documents must be attached (there is no need to prepare a Power of Attorney according to Form No. 02 of this Chapter). In case the Bidder is a consortium, the Letter of Financial Bid must be signed by the legal representative of each member of the consortium or the member assigned to sign on behalf of the consortium according to the assignment of responsibilities in the consortium agreement according to Form No. 03 of this Chapter. In case each member of the consortium has authorization, the authorization shall be implemented as for an independent Bidder.

In case a foreign Bidder does not have a seal, it must provide confirmation from a competent organization that the signature in the Letter of Financial Bid and other documents in the Bid is that of the Bidder's legal representative.

Form No. 11B**LETTER OF FINANCIAL BID ⁽¹⁾**

(belongs to Financial Bid - applicable to the Bidder who has a discount offer)

Date: ___ [write the date, month, year of signing the Bid]

Package name: ___ [write package name according to the Invitation to Bid]

Project Name: _____ [insert project name]

Dear: ___ [write the full and correct name of the Bid Solicitor]

After studying the Bidding Document [in case of amending the Bidding Document, add “and the Bidding Document amendment document No. _____ [write the number of the amendment document] ”] posted by the Bid Solicitor on the System, we, _____ [write the name of the Bidder] commit implementing the bidding package _____ [write the name of the bidding package] in accordance with the requirements stated in the Bidding Document. Together with the technical proposal, we hereby submit this Letter of Financial Bid with a financial proposal with a total amount of _____ [write the value in numbers, in words and in the bidding currency] ⁽²⁾ along with the attached cost summary table.

In addition, we voluntarily reduce our Bid Price by a discount percentage of ___ [enter the discount percentage (%)] or amount of _____ [write the value in numbers, in words and in the bidding currency].

The Bid Price after deducting the discount value is: ___ [write the value in numbers, in words and in the bidding currency] (including all taxes, fees, and charges (if any)).

Financial Bid is valid for a period of ___ ⁽³⁾ days, from ___ day, ___ month, ___ year ⁽⁴⁾.

We commit that the information declared in the Bid is truthful.

Legal representative of the Bidder ⁽⁵⁾

[name, title, signature and seal]

Note:

(1) Bidders should note that the bid must include complete and accurate information about the name of the Bid Solicitor, the Bidder, the name of the bidding package, and the name of the project.

(2) In case the Bidding Document allows bidding in several different currencies, the Bidder must clearly state the value in numbers and words of each currency offered by the Bidder. The Bid Price stated in the Letter of Financial Bid must be specific, fixed in numbers and words, and the bid price in numbers or words must be consistent and logical with the total Bid Price stated in the cost summary table. Do not propose different bid prices or include conditions that are disadvantageous to the Owner or the Bid Solicitor.

(3) Record the number of effective days as prescribed in Section 15.1 of the Bidding Document. The effective period of the Bidding Document is calculated from the date of bid closing to the last effective date as prescribed in the Bidding Document. From the bid closing time to the end of 24 hours of the bid closing date is counted as 01 day.

(4) Record the date of bid closing time as prescribed in Section 18.1 of the Bidding Document.

(5) In case the legal representative of the Bidder authorizes a subordinate to sign Letter of Financial Bid, a Power of Attorney according to Form No. 02 of this Chapter must be attached; in case the company charter or other relevant documents assign responsibility to a subordinate to sign the bid application, these documents must be attached (there is no need to prepare a Power of Attorney according to Form No. 02 of this Chapter). In case the Bidder is a consortium, the Letter of Financial Bid must be signed by the legal representative of each member of the consortium or the member assigned to sign on behalf of the consortium according to the assignment of responsibilities in the consortium agreement according to Form No. 03 of this Chapter. In case each member of the consortium has authorization, the authorization shall be implemented as for an independent Bidder.

In case a foreign Bidder does not have a seal, it must provide confirmation from a competent organization that the signature in the Letter of Financial Bid and other documents in the Bid is that of the Bidder's legal representative.

Form No. 12

COST SUMMARY TABLE

| No | Item | Amount (including taxes) | | Remarks |
|-----|----------------------------|--------------------------|-----|------------------|
| | | USD | VND | |
| 1 | Expert Costs | | | Refer Table 12.2 |
| 2 | Other Costs and Expenses | | | Refer Table 12.3 |
| 3 | Taxes | | | |
| 3.1 | Corporate income tax (CIT) | | | |
| 3.2 | Value added tax (VAT) | | | |
| | Grand total | | | |

**TABLE 12.1 - BID PRICE
EXPERT MAN-DAY PROPOSAL**

| No | Position | Unit Price at Site (excluding taxes) | | Unit Price at Home Office (excluding taxes) | | Remark |
|----|------------------------------|---|-------------|--|-------------|------------|
| | | USD/man-day | VND/man-day | USD/man-day | VND/man-day | |
| 1 | Project Manager/Site Manager | | | | | Expat |
| 2 | Lead Commissioning Expert | | | | | Expat |
| 3 | Lead Electrical Expert | | | | | Expat |
| 4 | Lead Turbine-Gen. Expert | | | | | Expat |
| 5 | Lead C&I Scada Tele. Expert | | | | | Expat |
| 6 | Lead Boiler Expert | | | | | Expat |
| 7 | Lead BOP Expert | | | | | Expat |
| 8 | Lead Civil Expert | | | | | Expat |
| 9 | Expert on call/Back Up | | | | | Expat |
| 10 | Boiler Expert | | | | | Vietnamese |
| 11 | Turbine Expert | | | | | Vietnamese |
| 12 | BOP Expert 1 | | | | | Vietnamese |
| 13 | Electrical Expert | | | | | Vietnamese |
| 14 | I&C Expert | | | | | Vietnamese |
| 15 | Civil Engineer | | | | | Vietnamese |

| No | Position | Unit Price at Site (excluding taxes) | | Unit Price at Home Office (excluding taxes) | | Remark |
|----|--------------------------|---|-------------|--|-------------|------------|
| | | USD/man-day | VND/man-day | USD/man-day | VND/man-day | |
| 16 | Structure Engineer 1 | | | | | Vietnamese |
| 17 | Fire Protection Engineer | | | | | Vietnamese |

Note:

- The contractor shall propose personnel's unit price (excluding taxes) at Site and Home for the Bid Solicitor's evaluation.
- For Expat: The unit price includes insurance, personal income tax, foreign taxes, and management fees but does not include VAT or CIT in Vietnam.
- For Local Personnel: Based on Vietnamese Law, the unit price includes insurance payments that employees must pay according to regulations, excluding insurance payments that employers must pay for employees that are included in management costs.
- Expert cost shall also include annual leave expenses (salary, travel, accommodation, and other allowances (if any) during annual leave).
- Tentative working time is 5 days per week, 8 hours per day. Actual costs shall be based on the approved timesheet.

**TABLE 12.2 - BID PRICE
EXPERT COSTS
(Time-based Price/Man-day)**

| No. | Position | Number | Working place | Man-day | Unit price (Excluding taxes) | | Total (Excluding taxes) | |
|-----|------------------------------|--------|---------------|---------|---------------------------------|-----------------|----------------------------|-----------------|
| | | | | | USD/ man-day | VND/ man-day | USD/ man-day | VND/ man-day |
| | Foreign Expert | | | | | | | |
| 1 | Project Manager/Site Manager | 1 | Site | 682 | | | | |
| 2 | Lead Commissioning Expert | 1 | Site | 286 | | | | |
| 3 | Lead Electrical Expert | 1 | Site | 440 | | | | |
| 4 | Lead Turbine-Gen. Expert | 1 | Site | 484 | | | | |
| 5 | Lead C&I Scada Tele. Expert | 1 | Site | 286 | | | | |
| 6 | Lead Boiler Expert | 1 | Site | 462 | | | | |
| 7 | Lead BOP Expert | 1 | Site | 484 | | | | |
| 8 | Lead Civil Expert | 1 | Site | 176 | | | | |
| 9 | Expert on call/Back Up | 1 | Site | 84 | | | | |
| | Vietnamese Expert | | | | | | | |
| 10 | Boiler Expert | 1 | Site | 682 | | | | |
| 11 | Turbine Expert | 1 | Site | 616 | | | | |
| 12 | BOP Expert 1 | 1 | Site | 682 | | | | |

| No . | Position | Number | Working place | Man-day | Unit price (Excluding taxes) | | Total (Excluding taxes) | |
|---------|--------------------------|--------|------------------|---------|---------------------------------|-----------------|----------------------------|-----------------|
| | | | | | USD/ man-day | VND/ man-day | USD/ man-day | VND/ man-day |
| 13 | Electrical Expert | 1 | Site | 550 | | | | |
| 14 | I&C Expert | 1 | Site | 550 | | | | |
| 15 | Civil Engineer | 1 | Site | 550 | | | | |
| 16 | Structure Engineer 1 | 1 | Site | 550 | | | | |
| 17 | Fire Protection Engineer | 1 | Site | 209 | | | | |
| | Total | | | | | | | |

TABLE 12.3
OTHER COST AND EXPENSES
(Fixed Unit Price)

| No. | Description | Unit | Quantity | Unit Price | | Total | |
|------------|---|-------------------|----------|------------|-----|-------|-----|
| | | | | USD | VND | USD | VND |
| I | Expat Expert | | | | | | |
| I.1 | Mobilization and demobilization costs | | | | | | |
| 1 | Airfare cost | | | | | | |
| - | <i>International Flight Tickets</i> | <i>Round Trip</i> | 8 | | | | |
| - | <i>Other expert mobilization costs (including domestic travel, accommodation, meals, per diem allowances, etc. for each mobilization)</i> | | | | | | |
| | <i>Overseas</i> | <i>Day</i> | 8 | | | | |
| | <i>Vietnam</i> | <i>Day</i> | 8 | | | | |
| I.2 | Business travel costs | | | | | | |
| 1 | Overseas business travel | | | | | | |
| | <i>Airfare cost</i> | <i>Round Trip</i> | 20 | | | | |
| | <i>Other costs (including domestic travel, accommodation, meals, per diem allowances, etc. for each mobilization)</i> | <i>Day</i> | 100 | | | | |

| No. | Description | Unit | Quantity | Unit Price | | Total | |
|------------|---|-------------------|------------|------------|-----|-------|-----|
| | | | | USD | VND | USD | VND |
| 2 | Domestic business travel | | | | | | |
| | <i>Airfare cost</i> | <i>Round Trip</i> | <i>40</i> | | | | |
| | <i>Other costs (including domestic travel, accommodation, meals, per diem allowances, etc. for each mobilization)</i> | <i>Day</i> | <i>120</i> | | | | |
| II | Vietnamese Expert | | | | | | |
| 1 | Domestic flight expenses for attending meetings, clarifications, and supervision activities within Vietnam | | | | | | |
| - | <i>Airfare cost</i> | <i>Round Trip</i> | <i>10</i> | | | | |
| - | <i>Other costs (including domestic travel, accommodation, meals, per diem allowances, etc. for each mobilization)</i> | <i>Day</i> | <i>30</i> | | | | |
| 2 | On-site office costs | Month | 31 | | | | |
| 3 | Transportation hire costs (03 cars x 31 months) | Month | 93 | | | | |
| III | Total | | | | | | |

PART 2. TERMS OF REFERENCE

Chapter V. TERMS OF REFERENCE

1. General introduction of the project

a. Project overview:

- Project name: Long Phu 1 Thermal Power Plant
- Owner: Vietnam National Industry - Energy Group originated from Vietnam Oil & Gas Group (Petrovietnam - PVN);
- Owner’s representative: PetroVietnam Long Phu 1 Power Project Management Board (LP1PP);
- Capital sources: Owner's equity
- Investment decision: Decision no.: 479/QĐ-DKVN dated Jan 17, 2025

b. Location:

- Location: Long Phu 1 Thermal Power Plant is located in the Long Phu Power Center with total capacity of 4,400MW approved by the Ministry of Industry and Trade in Decision No. 1233/QĐ-BCT dated October 23, 2007. Long Phu 1 Thermal Power Plant consists of 2 units, with a capacity of 1200MW (2x600MW) with total estimated land area of 115 hectares, located at Thanh Duc Hamlet, Dai Ngai Commune, Can Tho city, located on the right bank of Hau River, which is 1.3 km downstream from Dai Ngai estuary.
- Site status: Hydro meteorological data collected at the Soc Trang gauging station from 1978 to 2007 at two phases, preparation of Long Phu power complex – General Plan and Long Phu 1 power plant project – Feasibility Study Report, site data are mainly as follows:

| No. | Parameter | Unit | Data | | |
|-----|----------------------|-------|------|------|---------|
| | | | Min | Max | Average |
| 1 | Ambient temperature | C deg | 13.1 | 37.2 | 26.7 |
| 2 | Relative Humidity | % | | 100 | 84 |
| 3 | Atmospheric Pressure | mbar | 1002 | 1020 | 1009 |
| 4 | River Temperature | C deg | 25.0 | 32.4 | 29.4 |

- Existing technical infrastructure for the location:
 - + Water source:
 - Water source for Power Plant will be taken from Hau River
 - Water for construction : The Owner has constructed a water treatment plant of ground water to serve the construction site.
 - + Power connection: According to electric connection agreement No. 2310A/EVNNPT-TTĐN dated 17th July 2012

- Unit 1: connect to Long Phu 220 kV switch yard
- Unit 2: connect to Long Phu 500 kV switch yard
- Power for construction will be supplied from local power supply company to existing LV transformers at site area.

c. Project Scale:

- Scale and Level of Construction: Energy Construction – Level 1
- Capacity: 2 x 600 MW;
- Operating hour: 6,500 hour/year;
- Structure: 01 Boiler + 01 Steam turbine + 01 Generator
- Efficiency: $\geq 42.22\%$;
- Auxiliary Power Consumption: $\leq 10.7\%$;
- Boiler efficiency: $\geq 87.36\%$;
- Guaranteed Gross Unit heat rate: $\leq 2,037$ kcal/kWh;
- Capacity of main boiler up to coal firing: $\leq 40\%$ RO;
- Coal Consumption: ~ 3.2 million tons/year;
- Dust Emission: ≤ 50 mg/Nm³;
- SO_x Emission: ≤ 300 mg/Nm³;
- NO_x Emission: ≤ 450 mg/Nm³;
- Main fuel: Bituminous and Sub-bituminous coal imported from Australia or Indonesia, Diesel Oil as auxiliary start-up fuel.

d. Status and information of the Project:

- The current status of the previous EPC contract is summarized as follows:

According to EPC Consortium's Report at the time of contract termination, the Project has completed about 77% of scope of work.

| Item | Description | Progress (%) | Note |
|--------------|--------------|---------------|---|
| 1 | Engineering | 85.23% | |
| 2 | Procurement | 85.1% | Including 54 Vendors/Subcontractors for 69 subcontracts |
| 3 | Construction | 56.75% | |
| Total | | 77.56% | |

Up to now, LP1PP has summarized the entire design documents, procurement, delivered equipment, erected equipment as **Table 1** (for reference) as attached.

During the negotiation and contract signing stage, the Previous Contractor submitted the List of deviations, see **Table 3 as attached**.

During the project execution, the EPC Consortium's /Suppliers requested technical changes, summarized in the List of Design Change Request (DCR), **see Table 4**, and List of Non-Conformance Report (NCR), **see Table 5 as attached**.

Materials and equipment delivered to the site are stored in warehouses and yards. List of delivered materials/equipment as described in **Table 6 as attached**.

The status of civil work of Package T08 - the main plant is presented in the tables Table 2.1- Design, construction status and Scope of works-civil part and Table 2.2- Design, construction status and scope of works for structural steel works of major items attached to the Bidding Document.

In addition to the facilities/items under Package T08 - the Main Plant, construction works of many other facilities/items in the plant are still under partial design and construction. These facilities/items will be finalized in design and completed by the contractors of the related packages.

e. Project Execution Plan

- Currently, PVN prepares for the Project development under the decision of Vietnamese Government (the Project to be completed by 2027).
- With the target of completing the project in Q4/2027, LP1PP has reorganized the project scope into specific packages or groups of packages as outlined below:
 - + Testing & Commissioning: 01 package
 - + Boiler-Related Packages (03 packages):
 - o Design Completion & Supervision
 - o Material & Equipment Supply
 - o Boiler Installation/Erection
 - + STG - Related Packages (02 packages):
 - o STG Equipment Inspection
 - o Procurement of STG Equipment
 - + BOP Procurement Packages: 11 packages
 - + Main Plant Package (excluding other packages): 01 package
 - + Auxiliary Independent Packages: 10 packages

2. PMC Package Requirement

2.1 The package's information

- Name of Package: Project Management Consultancy Services (PMC) for Long Phu 1 Thermal Power Plant" (referred to as "PMC Package").
- Capital Resources: Owner's equity.
- Bidding method: International competitive Bidding, offline selection.
- Duration of contract performance: 31 months.

2.2 Scope of Services

2.2.1 General

- The CONSULTANT shall act as the OWNER representative, performing the OWNER's obligations stipulated in the CONTRACTS, except for the most critical decision which shall be made by the OWNER. The most critical decisions to be made by OWNER upon consultation with CONSULTANT are: i) Contract changes, Variation to the CONTRACTS during Project Execution; ii) Payment following the milestones are provided in the CONTRACTS; iii) Vendor List, approval of Vendor selection or changes (if any); iv) the application of codes and Standards nor provided and specified in the CONTRACTS.
- The CONSULTANT shall assist the OWNER in assuming overall responsibility for the supervision and administration of the CONTRACTORS and to ensure that all CONTRACTS obligations are fully met.
- The CONSULTANT shall answer in a timely manner any reasonable request of information from involved parties (CONTRACTORS, SUB-CONTRACTORS, EVN...).
- The CONSULTANT shall assist the OWNER in supervising the process of selection of Main Equipment Manufacturer, which shall be carried out by the CONTRACTORS.
- The CONSULTANT shall effectively assist the OWNER in managing all coordination, professional relationships, communication and meetings between OWNER, CONTRACTORS and SUB-CONTRACTORS throughout the implementation of PROJECT.
- The CONSULTANT shall handle all aspects of technical interfaces between PROJECT and Long Phu power generation complex, between PROJECT and relative EVN facilities.
- The CONSULTANT shall effectively manage overall CONTRACTORS performance in terms of progress, manpower, QA/QC, sanitary, HSE, etc. to meet CONTRACTS requirements.
- The CONSULTANT shall check payment report submitted by CONTRACTORS in accordance with actual progress and quality/quantity of completed work and resolve any concerns.
- Together with OWNER find out the best solutions to settle conflicts (if any) among involved parties.
- The CONSULTANT shall prepare necessary agenda, minutes of meeting, reports, documents, etc. for and to attend meetings concerning PROJECT at time and place duly decided by OWNER.

- The CONSULTANT shall prepare and submit reports as required in Paragraph 2.2.2.e [Project control] below to the satisfaction of OWNER.
- The CONSULTANT shall assist COMPANY to select and engage third party inspection and expediting agencies, if required, for inspections and equipment expediting.
- The CONSULTANT shall carry out project management and supervision until the successful completion and satisfactory resolution of all major issues/defects and outstanding matters;
- The CONSULTANT shall be responsible to OWNER for making Contractor(s) fulfill all obligations in Contracts.
- The CONSULTANT shall chair the weekly, monthly, and progress meetings with the Contractor(s), when so assigned by the OWNER, and shall report to the OWNER on all concluded and outstanding issues.
- The CONSULTANT shall assist OWNER in discussion and liaison with EVN, other consultant(s), experts, in order to get mutual consents, agreements and approvals from involved parties as required for the smooth implementation of SERVICES and PROJECT;
- The CONSULTANT shall assist OWNER in organizing operating staff for PROJECT (if required).
- An anticipated overall PROJECT schedule are attached herein next page. The CONSULTANT shall review, optimize it and develop its own Project Master Schedule as required in Terms and Conditions of Contract, as well as to establish Manning and Tasks Schedule accordingly.
- Based on the actual implementation of SERVICES and progress of PROJECT, the OWNER reserves the right to update and modify, if necessary, the PROJECT schedule in order to cope with PROJECT's actual progress. The CONSULTANT shall act accordingly without any cost claim to OWNER in order to assure quality of the SERVICES performed.

2.2.2 Detailed Scope of Services

The SERVICES include two phases:

- Phase 1: Bidding
 - + Provide support to the Owner in the selection of contractors for the packages under the Project.
 - + Technical clarifications and evaluation of technical/bidding proposals.
 - + Contract Negotiation and Signing.
- Phase 2: Project Implementation and the services for this phase are project management consultancy.

SERVICES shall be mainly performed in Vietnam (at SITE, Can Tho, Hanoi); parts of SERVICES shall be carried out outside Vietnam. SERVICES shall include, but not limited to, the followings:

a) Technical clarifications, evaluation of technical/bidding proposals and Contract negotiations

- Based on the technical requirements and the criteria for selection of the Contractors, the CONSULTANT, together with the OWNER, shall actively carry out the technical clarification of the Bidding Documents and the evaluation of technical/bidding proposals.
- The CONSULTANT shall provide full support to OWNER in negotiations with the CONTRACTORS and shall assist in finalizing the contract documents in a manner that best serves the interests of the OWNER.

b) Engineering management

The CONSULTANT shall undertake services including, but not limited to, the following:

- The CONSULTANT shall review and verify the new design submissions from the Contractor of Package T08 – the main plant, and other system/equipment packages (including any proposed deviations, adjustments, optimizations, or reductions, if any) to finalize the design, ensuring proper integration among the packages based on the optimization of the existing design, and meeting techno-economic requirements, as well as supervising the Contractors' design progress and quality.
- The CONSULTANT shall be responsible for reviewing and approving the Contractor's documents, manuals, etc. for the final approval of OWNER and Vietnamese authorities, on a selective basis as required by OWNER and/or agreement between related parties.
- The CONSULTANT shall monitor engineering activities and schedules, to identify any problem, deviation, non-conformance, delay in progress and actions to be taken;
- The CONSULTANT shall effectively manage all technical aspects of the interfaces between all packages of the PROJECT.
- The CONSULTANT shall check CONTRACTORS Master Documents Register (CMDR), and to supplement any items as required.
- The CONSULTANT shall review and provide timely comments on engineering documents submitted by the CONTRACTORS to ensure that such documents comply with the design objectives, required standards and specifications, and internationally accepted good engineering practices.
- The CONSULTANT shall determine whether the design conforms to laws and regulations on the environment, fire protection and firefighting, and other relevant regulations in the construction investment.
- The CONSULTANT shall establish the PROJECT document control and registration system with suitable software applications and shall provide on-

the-job training to the OWNER's personnel on the applicable document control system.

- The CONSULTANT shall promptly prepare and submit information, analyses, calculations, reports, and other relevant documents for the purposes of verification, clarification, or optimization, as may be required by the OWNER.
- The CONSULTANT shall assist the OWNER in effectively managing PROJECT interfaces between facilities such as National Power Transmission Grids, SCADA & Telecommunication systems, Power Sale Metering, and shared facilities with related parties, ensuring no operational impact and maximizing the operational integrity of these facilities.
- The CONSULTANT shall assist OWNER in finalizing Technical Design Dossier to obtain approval/appraisal by authorities and reach an agreement on interconnection of National Transmission Power Grids, Relay Protection, SCADA/EMS system, firefighting/protection, power metering facilities, etc.

c) Procurement and materials management

The CONSULTANT shall undertake tasks including, but not limited to, the following:

- The CONSULTANT shall review/comment vendor/sub-contractor lists and the bidding documents (if any) submitted by CONTRACTORS for the OWNER approval.
- The CONSULTANT shall coordinate with the OWNER review Contractor's Proposal of procurement procedure to submit to competent authority for approval.
- The CONSULTANT shall monitor procurement activities to ensure that the purchase of goods and services shall comply with required standards, specifications, delivery schedules and approved vendor/sub-contractor lists.
- The CONSULTANT shall check and audit QA/QC plans of vendor/sub-contractor if required.
- The CONSULTANT shall review/comment vendor's data sheets, specifications and other Vendor's design, manufacture and testing documents as required.
- The CONSULTANT shall review/comment material take-off documents, purchase orders and equipment lists.
- The CONSULTANT shall review/comment the fabrication procedures as required.
- The CONSULTANT shall coordinate and participate in monitoring, manufacturing and witnessing shop test of major materials and equipment as required including monitoring maintenance, repair, refurbish works of STG due to long term stored at OEM's warehouse; to review and assess equipment test reports to ensure the quality of tested equipment and materials.

- The CONSULTANT shall review and verify the adequacy of the documents associated with the supplied equipment and materials, including all necessary certificates.
- The CONSULTANT shall advise the OWNER on any additional spare parts requirements so that adequate spare parts and consumables are purchased for the commissioning and early operation period of the PROJECT, as may be required later in CONTRACTS.
- Inspection of the manufacture and testing inspection/witness of main equipment if required, besides OWNER's expert(s) if any, at CONTRACTOR's and manufacturer's workshops and factories including monitoring maintenance, repair, refurbish works of STG due to long term stored at OEM's warehouse.
- The CONSULTANT shall monitor delivery schedules and check the shipping documents of materials and equipment required for the PROJECT.
- The CONSULTANT shall assist the OWNER to ensure that all goods received on SITE are:
 - + Inspected and complied with standards and specifications.
 - + Properly identified and catalogued.
 - + Properly stored and maintained.
- The CONSULTANT shall check the quality of the materials and consumables used by the CONTRACTORS and their sub-contractors before and during their use on SITE.

d) Construction and Installation / Erection Management

The CONSULTANT shall undertake tasks including, but not limited to, the following:

- The CONSULTANT shall maintain the Project Handbook throughout the life of the PROJECT.
- The CONSULTANT shall supervise the overall construction and installation/erection activities and schedules in order to identify any problems, deviations, non-conformances, or delays in construction progress, and recommend appropriate corrective actions.
- The CONSULTANT shall ensure that all construction and installation/erection works are properly planned, taking into consideration all interfaces.
- The CONSULTANT shall review and check construction procedures, practices and activities to ensure the compliance with standards, specifications, statutory requirements and good internationally accepted construction practices, including emergency and security plans.
- The CONSULTANT shall ensure that construction documentation procedures are developed and implemented.

- The CONSULTANT shall monitor CONTRACTOR's manpower and equipment mobilization and assignment to ensure the adherence with construction schedule and quality requirement.
- The CONSULTANT shall constantly monitor PROJECT actual progress, to notify the CONTRACTORS in a timely manner of any delay that can lead to the delay of PROJECT completion.
- The CONSULTANT shall carry out inspection at SITE daily to verify the quality of construction works and promptly issue non-conformance reports as necessary.
- The CONSULTANT shall review and comment on construction test results and checklists.
- The CONSULTANT shall verify completion and to check all conditions of approval of each construction stage.
- The CONSULTANT shall ensure that an adequate HSE plan is effectively set up and implemented by CONTRACTORS and its sub-contractors
- The CONSULTANT shall review and advise on weekly construction reports submitted by CONTRACTORS.

e)Project control

The CONSULTANT shall undertake tasks including, but not limited to, the following:

- The CONSULTANT shall develop and implement a computerized PROJECT Control Plan that will facilitate the monitoring of schedule, quality and cost performance and provide timely feedback to relevant personnel involved.
- The CONSULTANT shall review Project Schedule submitted by Contractors.
- The CONSULTANT shall verify the attainment of PROJECT milestones and deliverables to facilitate approval of progress payments.
- The CONSULTANT shall develop supplementary plans and schedules, that relate to PROJECT activities outside of CONTRACTOR's scope of work, if required.
- The CONSULTANT shall ensure that CONTRACTOR provides the required PROJECT control documentation;
- The CONSULTANT shall inform the OWNER in a timely manner of PROJECT status, trends, potential problems, and to suggest necessary actions;
- The CONSULTANT shall assist the OWNER in establishing and maintaining budgetary control of PROJECT using appropriate software;
- The CONSULTANT shall check and certify bills, invoices and to issue certificates of payment in accordance with CONTRACTS;
- The CONSULTANT shall prepare and submit weekly, monthly status reports together with relevant photographs, providing critical analysis of PROJECT status, trends and potential problems as well as identifying corrective actions.

In addition, CONSULTANT shall submit in a timely manner dedicated reports on relevant matters which may need particular attention of OWNER (accidents, major equipment/material defects, special issues,...), as may sometimes required by the OWNER.

- The CONSULTANT shall prepare and submit to OWNER a PROJECT FINAL COMPLETION REPORT after SERVICES have been successfully fulfilled.

f) Project Administration

The CONSULTANT shall undertake tasks including, but not limited to, the following:

- The CONSULTANT shall advise the OWNER in organizing OWNER's PROJECT Management Team (PMT) which will co-operate with CONSULTANT's PROJECT staff.
- The CONSULTANT shall assist the OWNER in planning management activities of PMT to cover all PROJECT performance activities and interfaces, in good co-operation with CONSULTANT's PROJECT staff.
- The CONSULTANT shall assist the OWNER in preparing and implementing documentation control procedures and systems to ensure that all PROJECT documentation is processed efficiently and that PROJECT documentation is complete and accurate for hand-over to OWNER.

g) QA/QC Management:

The CONSULTANT shall undertake tasks including, but not limited to, the following:

- The CONSULTANT shall prepare for the OWNER approval and assist the OWNER in implementing an overall OWNER's PROJECT QA/QC management system. Main objectives of OWNER's PROJECT QA/QC management system shall be to:
 - + Ensure that materials and equipment procured or used by CONTRACTOR meet CONTRACTS approved designs, specifications and comply with applicable codes and standards for safety, reliability and operability.
 - + Ensure that facilities are installed, tested and commissioned in accordance with CONTRACT requirements.
 - + Ensure that the quality records, compiled in all functional areas, are sufficient to demonstrate compliance with the specified requirements.
 - + Prevent non-conformance, not just identify and correct non-conforming work.
 - + To review and supplement QA/QC procedures prepared and submitted by CONTRACTORS.
 - + To check and audit vendor / sub-contractor QA/QC plans as required.

h) Commissioning and Taking-over

The CONSULTANT shall undertake tasks including, but not limited to, the following:

- The CONSULTANT shall review/comment on pre-commissioning, commissioning, testing and trial run (hereafter commonly called “commissioning”) procedures submitted by CONTRACTORS.
- The CONSULTANT shall prepared and submit other required commissioning procedures outside CONTRACTOR’s scope of work, if any.
- The CONSULTANT shall closely co-operate and liaise with other involved Parties during the commissioning period, in particular with EVN and other relevant entities.
- The CONSULTANT shall organize interface meetings to plan and locate equipment, personnel of involved parties to ensure that the commissioning activities shall be performed properly, safely and progressively under the control of OWNER.
- The CONSULTANT shall verify readiness of systems and equipment prior to commissioning.
- The CONSULTANT shall ensure that adequate technical support is provided by vendor’s commissioning support personnel.
- The CONSULTANT shall ensure that CONTRACTOR’s required facilities, system and personnel are in place to support ongoing operations.
- The CONSULTANT shall ensure that all systems and equipment are started up in a safe, timely and economic manner;
- The CONSULTANT shall agree on and supervise CONTRACTOR’s commissioning activities, including temporary facilities removal and clean-up;
- The CONSULTANT shall ensure that required commissioning records and documentation are prepared, distributed, commented and accepted.
- The CONSULTANT shall supervise, witness and verify all performance tests, reliability runs, etc. and to recommend approval to OWNER.
- The CONSULTANT shall review and recommend for OWNER’s approval of O&M procedures and manuals.
- The CONSULTANT shall assist the OWNER in organizing and training the operation staff (operation organization, training scope, location and schedule...).
- The CONSULTANT shall verify the CONTRACTOR’S punch-list and ensure that the CONTRACTOR has settled all outstanding matters prior to the issue of the Taking-Over Certificate.

i) Risk, Safety, and Environment Management

The CONSULTANT shall set up a plan to manage all aspects related to risk, safety, and the environment of construction contracts. The mitigation plan shall be developed and included in this plan. The plan shall be done,

controlled, and recovered periodically. Any consequence or issue should be recorded, reported, and analyzed appropriately to minimize any impact on the PROJECT execution (schedule, quality, cost, safety, stakeholders, and scope of work).

j) Project Interface Management

The CONSULTANT shall establish and implement a comprehensive Interface Management Plan to ensure the effective coordination, compatibility, and integration of all technical, physical, contractual, and organizational interfaces within the Long Phu 1 Thermal Power Plant Project.

The CONSULTANT's responsibilities shall include, but not be limited to, the following tasks:

- Assist OWNER in coordinating all the interfaces between the main plant package and other packages.
- Closely cooperate with OWNER to manage and coordinate work-related interfaces, including all interfaces with OWNER, the contractors, equipment vendors, main plant package and other packages and other parties about PROJECT execution.
- Assist OWNER in planning management activities of PMT to cover all project performance activities and interfaces in good cooperation with CONSULTANT's project staff.
- OWNER Communication: Facilitating clear and effective communication with all parties to maintain alignment and transparency;
- Assist OWNER in managing the operation within or beyond the construction site to perform all-inclusive contracts safely and effectively; coordinate subcontractors to use auxiliary works and support facilities properly and economically; use and protect the premises and keep security and order at the construction site;
- Discuss and liaise with EVN/NSMO, other consultants, experts, and Certifying Agents engaged by OWNER or other involved parties to get mutual consents, agreements, and approvals from involved parties as required for the smooth implementation of SERVICES and PROJECT;
- Support the OWNER in coordinating with relevant agencies and stakeholders to ensure smooth interconnection and compliance with national grid, relay protection, SCADA, and metering systems;
- Answer promptly any reasonable request for information from involved parties (Contractors, Sub-Contractors, EVN/EVN's subsidiaries, NSMO...).
- Assist OWNER/OWNER's Representative in negotiating the Power Purchase Agreement (PPA), and Coal Supply Agreement (CSA);
- Assist OWNER in coordinating with any parties to ensure technical integrity and timely completion, as well as preparing and organizing technical and interface progress meetings with EPC Contractor/Contractor and other parties to resolve problems (if any) promptly.

- Assist OWNER in effectively managing project interface between other related entities during PROJECT performance to ensure no impact on /project schedule/operations and maximize operational integrity among these;
- Assist OWNER in preparing and implementing documentation control procedures and systems to ensure that all project documentation is processed efficiently and that project documentation is complete and accurate for taking over by OWNER's Representative;
- Participate cooperatively in all required interface activities to ensure the successful execution of the SERVICES and all interfacing activities with Contractors.
- Ensure that all components at each technical and physical interface are fully compatible and properly integrated in every respect, including but not limited to:
 - + Engineering and Technology;
 - + Materials and Equipment Supply;
 - + Material/Equipment Sizing, Ratings, and Details;
 - + Construction and Installation;
 - + Pre-commissioning and Commissioning;
 - + Start-up and Subsequent Operation.
 - + Verify that designs, specifications, and data provided by different CONTRACTORS are coordinated and consistent, preventing any technical conflicts or mismatches.

k) Change management

The CONSULTANT shall establish and implement a comprehensive Change Management Plan and Procedure to identify, evaluate, and control any kind or source of change that may affect the PROJECT execution, including but not limited to changes in the scope of work, technical specifications, contract price, schedule, risks, interfaces, and commercial or contractual matters.

The CONSULTANT shall:

- Maintain a Change Log/Register to record all proposal and approved changes.
- Assess the impact of each proposed change on cost, schedule, quality, and risks.
- Advise and support the OWNER in reviewing, negotiating, and approving or rejecting proposed changes.
- Ensure that all change proposals and approvals are properly documented and communicated to all relevant parties in accordance with the approved Change Management Procedure.

l) Document and Correspondence Management

The CONSULTANT shall be responsible for drafting/preparing, reviewing, coordinating, and maintaining all technical and contractual correspondences, including letters, comment sheets, transmittals, and responses, between the OWNER and the CONTRACTORS throughout the execution of the PROJECT.

Specifically, the CONSULTANT shall:

- Prepare draft Comment Sheets, Responded Letters, and other relevant technical or contractual documents in response to the CONTRACTOR's submissions (including drawings, documents, letters, and transmittals...)
- Submit such drafts to the OWNER for review, comments, and approval prior to their official issuance.
- Finalize and issue, upon the OWNER's approval, the Comment Sheets and official Responded Letters to the CONTRACTORS on behalf of the OWNER.
- Manage and archive all transmittals, correspondences, and comment records through the Project Document Management System (DMS), ensuring traceability, version control, and full compliance with the Document Review Cycle and Project Communication Procedures.

m) Know-how transfer and training

Know-how transfer and training shall be provided to OWNER throughout SERVICES implementation.

The CONSULTANT shall set up a plan for project management training for OWNER's experts. Such plan shall include, at minimal, in CONSULTANT's head office and at its own expenses, a two-week training course for six (06) OWNER's experts with content of sessions, timing and other details subject to PVN's approval.

Besides, the CONSULTANT shall endeavor to organize training courses and seminars on engineering, management and operation for other OWNER's personnel.

2.3 Consultant's Reports

The CONSULTANT shall provide all its periodic reports in the format approved or directed by the Owner. Such reports shall include, but not be limited to, the following:

2.3.1 Weekly Report

Weekly report corresponding to each phase of PROJECT shall cover but not be limited to the following:

- Summary of the weekly activities in a short narrative summarizing;
- Number of documents reviewed and their review status;
- Summary of survey, audit, and inspection activities;
- QA/QC performance, NCR, and corrective action status.

- Areas of concern, especially in Detailed Design documents, along with actions taken to resolve or mitigate them to control the Approved For Construction (AFC) status;
- HSE performance.

The report shall be prepared in three (03) original copies & soft file and submitted to the Owner.

The cut-off for the weekly reports will be at the close of business on each Friday, or the working day prior if the Friday is a recognized public holiday, and the reports shall be issued no later than the close of business on the following Monday.

2.3.2 Monthly Report

This report shall be made in three (3) original copies & soft file for the OWNER. The cut-off for the monthly reports will be the close of business on the last Friday of the month and the reports shall be issued no later than seven (7) calendar days after the cut-off date.

This report shall fully describe each activity and accomplishment during the past month. The narrative report shall be sufficiently comprehensive to such an extent that a technically competent person can clearly understand the work performed without being involved in that work.

The report shall include but not be limited to the following:

- A narrative summary for all aspects relating to PROJECT execution progress such as "scope of work, change, cost, quality, schedule, risk, interface, procurement, safety, environment";
- A narrative summary with a high-level description of the progress of SERVICES, details of any major area of concern, or any critical item.

2.3.3 Progress Report

- Progress to date, and emphasize necessary changes as well as conclusions and recommendations that are to be figured out;
- Progress Reports should be integrated with the EPC Contractor/Contractor reporting;
- QA/QC performance, NCR, and Corrective action status;
- Real site progress & equipment manufacturing pictures;
- Areas of concern or unusual events or problems encountered and remedial actions to be performed;
- HSE performance.

2.3.4 Periodical Quality and Supervision Report

- As per requirements and instructions by the Construction Law and related Decree(s)/Circular(s)

2.3.5 Phase Completion Summary Report

- Phase Completion Summary Report shall be applied for Design appraisal/approval, Commissioning, TOC for Long Phu 1 Project, and others if required.
- Upon completing certification for acceptance of each PROJECT phase, CONSULTANT shall prepare a phase completion summary report.
- Suppose this report does not raise any concern. In that case, it shall be considered that all required documents have been properly reviewed/approved by the CONSULTANT and are in compliance with detailed design, applicable codes and standards, and recommended practices.
- All necessary appraisal/survey activities were completed to the CONSULTANT's satisfaction.

2.3.6 Project Close-Out Report

- The CONSULTANT shall prepare a project close-out report before completing the SERVICES. This report shall summarize all of the CONSULTANT's performed activities regarding quality assessments, schedule, cost, safety, project outcome, lessons learned, etc.
- This report shall be submitted to the OWNER for review and approval and shall serve as the basis for contract liquidation.

2.4 Regulations, Applicable Codes And Standards

2.4.1 Laws and Regulations

- Construction Law No. 50/2014/QH13 dated June 18, 2014;
- Law No. 62/2020/QH14 dated June 17, 2020, amending Construction Law;
- Investment Law No. 61/2020/QH14 dated June 17, 2020;
- Bidding Law No. 22/2023/QH15 dated June 23, 2023;
- Electricity Law No. 61/2024/QH15 dated November 30, 2024;
- Decision No. 500/QD-TTg dated May 15, 2023, of the Prime Minister, approving the National Electricity Development Planning of 2021 - 2030 and vision for 2050 (VIII Electricity Planning);
- Decree No. 06/2021/ND-CP dated January 26, 2021, on quality management and maintenance of construction works.
- Decree No. 10/2021/ND-CP of February 09, 2021, on construction investment costs management;

- Decree No. 35/2023/ND-CP dated June 20, 2023, on amendments to some articles of Decrees in the field of state management of the Ministry of Construction;
- Decree No. 175/2024/ND-CP dated December 30, 2024, decree elaborating and providing measures for implementation of law on construction regarding management of construction activities;
- Decree No. 37/2015/ND-CP dated April 22, 2015, on detailing construction contracts;
- Decree No. 50/2021/ND-CP dated April 01, 2021, amendments to the Government's Decree No. 37/2015/ND-CP;
- Other related Decrees and Circulars still in force (proposed by the Consultant during the bidding phase or execution phase for approval)

2.4.2 Applicable Codes and Standards

- Available Vietnam Code and Standards relating to environment protection, firefighting, safety, climate and earthquake parameters, and other codes and standards shall be given priority.
- Recognized International Standards such as ASTM, ASME, IEEE, IEC, ANSI, NFPA, ISO, AWWA, etc., will normally be applied, but when it can be demonstrated that local and/or new standards are more appropriate in satisfaction of "fitness-for-purpose" requirements, the later one will be adopted.
- The overriding principle in the selection of the design codes and standards will be "fitness-for-purpose". Design methods utilizing recognized standards, e.g. ASTM, ASME, IEC etc., are acceptable; however, the OWNER shall identify and approve all nonconformances to the selected standards for use. When CONSULTANT proposes to use its standards, copies in English shall be available if requested by OWNER.

2.5 Document Review Cycle

The CONSULTANT shall review, and comment on CMDR or any document list, from the Contractors in which a list of documents and their order for either:

- Review.
- Approval/Appraisal.
- Information.

The CONSULTANT shall review, comment upon, accept, and propose approval for the requested documents.

To show the OWNER that the CONSULTANT has taken into consideration comments on the last document review version, the CONSULTANT shall submit both the last and current versions for comparison.

The details of coordination procedure for document review shall be finalized during the contracts execution stage.

2.6 Meeting

- Coordination meetings will typically be held weekly and/or monthly to review the SERVICES status.
- The CONSULTANT shall attend the weekly/bi-weekly meetings, monthly meetings, and PROJECT's progress meetings with the Contractor to resolve issues during PROJECT execution. The CONSULTANT will dispatch representatives who shall have the authority and profound understanding of SERVICES and Contract, to act for and on behalf of CONSULTANT in all related matters.
- The meeting may be at OWNER/OWNER's Representative's office, OWNER's Representative's site office, or Main Contractor/Contractors/Subcontractor offices.
- Teleconference meetings or online meetings (Zalo, Zoom, MS team, Polycom, etc.) may be applicable where it's convenient.

2.7 Intended Mobilization/Demobilization Plan

All assignments and/or mobilization/de-mobilization of CONSULTANT's personnel during the performance of SERVICES shall be subject to OWNER's approval so that OWNER can control the PROJECT expenditure and schedule.

The CONSULTANT's mobilization/de-mobilization shall start from the Effective date of CONTRACT until the SERVICE is completed and depend on project schedule, actual project workload and Owner's requirement.

2.8 Qualification of Consultant's Entity and Personnel

2.8.1 General Requirements

The CONSULTANT's Personnel should meet the following requirements:

- Personnel should be physically examined and found fit for their assignment.
- Personnel should read, write, understand, and speak English fluently.
- During the fulfillment of SERVICES, Personnel should be free from any court case of competent jurisdiction, arbitration proceedings, tribunal, or the like and under no injunction or pending lawsuit.
- Personnel shall be sufficiently skillful in information technology, especially software applications utilized in engineering and construction industries, as suitable to their proposed positions.
- All assignments and/or mobilization/de-mobilization of CONSULTANT'S personnel to perform SERVICES are subject to OWNER's approval.

- OWNER reserves the right to require Consultant to change its personnel in case of poor performance or lack of qualification stated in CONTRACT (if necessary).
- CONSULTANT should propose an organization chart and mobilization/demobilization plan of its personnel that meet the SERVICES requirements in terms of qualification, quantity, and disciplines.
- Objective replacement of personnel, if any, shall strictly comply with requirements stated in the Terms and Conditions of Contract.

2.8.2 Organization and its Personnel Certificates/Licenses

During the performance of the Contract, the entity and its personnel providing construction and/or consultancy services in the Socialist Republic of Viet Nam shall strictly comply with all applicable Vietnamese laws, decrees, and regulations.

The CONSULTANT (including all contractors, whether acting as independent entities or as members of a consortium) shall be responsible for obtaining all necessary certificates and licenses in accordance with Vietnamese law, including but not limited to the following:

- Construction Consultancy Operation License (for foreign contractors), in compliance with Construction Law No. 50/2014/QH13 (as amended by Law No. 62/2020/QH14) and the relevant implementing decrees, including Decree No. 35/2023/NĐ-CP, Decree No. 175/2024/NĐ-CP, and other related legal regulations;
- Construction Activity Competence Certificate (Grade I) or other required certificates, in accordance with the provisions of Decree No. 175/2024/NĐ-CP and other applicable laws and regulations issued by the Government of Viet Nam;
- Electricity Operating License, as required under Circular No. 21/2020/TT-BCT, for which the CONSULTANT shall bear full responsibility under Vietnamese law.

Depending on the specific position and assignment:

- Local personnel shall hold valid Construction Professional Practice Certificates (Grade I or other applicable grade) in the relevant industrial sectors, as required under current regulations, including Decree No. 35/2023/NĐ-CP, Decree No. 175/2024/NĐ-CP, and other applicable legal instruments;
- Foreign personnel shall hold adequate Certificates as per the provisions in Clause 2, Article 73 of Decree No. 175/2024/NĐ-CP issued by the Government of Vietnam and other related Vietnamese laws and requirements regarding professional certificates.

2.8.3 Consultant's Personnel

The specific requirements for the personnel’s qualification and experience shall be subject to the OWNER’s consideration in the bidding stage, meeting the detailed requirements specified in Chapter III of the Bidding Documents.

The minimum requirement for the quantity of personnel shall be specified in the table below:

| No. | Description | Quantity | Remark |
|------------|---------------------------------------|-----------------|---------------|
| I | Foreign personnel | | |
| 1 | Project Manager/Site Manager | 1 | |
| 2 | Lead Commissioning Expert | 1 | |
| 3 | Lead Electrical Expert | 1 | |
| 4 | Lead Turbine - Generator Expert | 1 | |
| 5 | Lead C&I, Scada Tele. Expert | 1 | |
| 6 | Lead Boiler Expert | 1 | |
| 7 | Lead BOP Expert | 1 | |
| 8 | Lead Civil Expert | 1 | |
| II | Local personnel | | |
| 1 | Boiler Expert | 1 | |
| 2 | Turbine - Generator Expert | 1 | |
| 3 | BOP Expert | 1 | |
| 4 | Electrical Expert | 1 | |
| 5 | I&C Expert | 1 | |
| 6 | Civil Supervision Expert | 1 | |
| 7 | Structural Supervision Expert | 1 | |
| 8 | Fire Protection and Prevention Expert | 1 | |

Based on the actual Project Workload and Schedule and when requested by OWNER, the CONSULTANT should mobilize/de-mobilize qualified personnel or assign personnel to work overtime to perform supervision tasks, ensuring the Project Schedule remains on track with high-quality and safety assurance without incurring any additional costs. The additional personnel’s qualifications and

experience should meet the respective position as per Contract requirements and be subject to the OWNER's approval.

Detail anticipated mobilize/de-mobilize personnel shall be specified in **APPENDIX 1: Manning Task.**

2.9 Owner's Responsibilities

- The OWNER shall provide necessary PROJECT documents to serve SERVICES.
- The OWNER shall provide the CONSULTANT with a Site Office, including:
 - (i) electricity, water, and Internet (Wi-Fi); and
 - (ii) a photocopier, printer, and office furniture.

All other equipment required for the operation of the Site Office that is not mentioned above shall be supplied by the CONSULTANT in accordance with Item No. 2 [On-Site Office], Table 12.3 [Other Costs and Expenses], Form 12, Chapter IV of the Bidding Documents.

- The OWNER shall not provide daily traveling expenses.
- Expenses for accommodation, air tickets, mobile phones, allowance, insurance, health examination, and other costs concerning CONSULTANT's personnel mobilization demanded by OWNER shall be borne by CONSULTANT and be included in the bidding price.

2.10 Attachment

| No. | Description |
|-----|--|
| 1 | Appendix 1: Manning Task |
| 2 | Table 01: Summarized the entire design documents, procurement, delivered equipment, erected equipment |
| 3.1 | Table 2.1: Design, construction status and scope of works- Civil part (under Package T08 – the Main Plant) |
| 3.2 | Table 2.2: Design, construction status and scope of works for structural steel works of major items (under Package T08 – the Main Plant) |
| 4 | Table 03: List of deviations |
| 5 | Table 04: List of Design Change Request (DCR) |
| 6 | Table 05: List of Non-Conformance Report (NCR) |
| 7 | Table 06: List of delivered materials/equipment |

Part 3. CONTRACT CONDITIONS AND CONTRACT FORMS
CHAPTER VI. CONTRACT

VIETNAM NATIONAL INDUSTRY - ENERGY GROUP
LONG PHU 1 COAL-FIRED THERMAL POWER PLANT PROJECT

TERMS AND CONDITIONS OF CONTRACT
FOR
PROJECT MANAGEMENT CONSULTANCY SERVICES
FOR
LONG PHU 1 COAL-FIRED THERMAL POWER PLANT PROJECT

Contract No: -----

TERMS AND CONDITIONS OF CONTRACT
TERMS AND CONDITIONS

PREAMBLE

Contract No. _____/2025

Place: Thanh Duc hamlet, Dai Ngai Commune, Can Tho city, VIET NAM

This Contract is concluded on the day of2025

By and between:

PetroVietnam Long Phu 1 Power Project Management Board (LP1PP), a legal representative of Vietnam National Industry – Energy Group (PETROVIETNAM), has been assigned by PetroVietnam to carry out Long Phu 1 Coal Fired Power Plant Project, herein represented by:

I. The OWNER:

Representative: Mr. Ha Dinh Nien - General Director

Address : Thanh Duc hamlet, Dai Ngai commune, Can Tho city, SR.Vietnam.

Telephone : +84 299 3713333

Fax : +84 299 3713444

Account : 0111.000.668668 (VND)

: 0111.370.888889 (USD)

SWIFT : BFTVVNVX011

At Bank for Joint Stock Commercial Bank for Foreign Trade of Vietnam (Vietcombank)

Tax Code : 0100681592-024

Email: longphul@lp1pp.pvn.vn

(Hereinafter referred to as “the Owner”)

And:

II. The CONSULTANT:

Representative: Mr. - General Director

(Under POA No.....dated, 2025)

Address :

Telephone : +.....

Fax : +.....

Account : (VND)

: (USD)

SWIFT :

At Bank

Tax Code :

Email:

(Hereinafter referred to as “Consultant”)

The Owner and the Consultant shall be hereinafter referred individually to as Party” or collectively as “Parties”.

NOW IT IS HEREBY AGREED as follows:

Now, therefore, for and in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed by and between the Parties hereto as follows:

1 DEFINITIONS AND INTERPRETATION

In this Contract, the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

| | |
|------------------------------------|---|
| APPROVED or APPROVAL | Means approved or approval in writing. |
| BATTERY LIMITS | Means the defined extremities of Consultant’s responsibilities and the points where its responsibilities interface with other. |
| CERTIFICATE OF COMPLETION | Means the certificate to be issued by the Owner pursuant to Appendix 3 - MANNING TASK AND PROJECT SCHEDULE. |
| CHANGE | Means any change to the Scope of Services (Appendix 1) |
| CONSULTANT | Means a Party who performs and supplies the Services to the Owner. |
| CONSULTANT'S REPRESENTATIVE | Consultant shall assign an authorized person to act on behalf of Consultant during performance of the Services. |
| CONTRACT | Means this Consultant Contract (briefly referred to as the Contract) including its Terms and Conditions together with its Appendices and Attachments. |

| | |
|------------------------------------|---|
| CONTRACT PRICE | Means the sum of the reimbursable amount payable by the Owner to Consultant pursuant to Article 9 for the performance and completion of the Services. |
| DAY/CALENDAR DAY | Means calendar day unless otherwise specified. |
| WORKING DAY | Means the day in which the office (where the whole or the part Work/Services is performed) is open. |
| BUSINESS DAY | Means a bank opening day. |
| DOCUMENTS | Means all documents, drawings, calculations and technical information of the like nature provided Contract and all documents, drawings, calculations, electronic files and other technical information of a like nature submitted by the Consultant and approved by the Owner |
| EFFECTIVE DATE | Means the date on which the Contract becomes effective as described in Article 3. |
| EQUIPMENT | Means all appliances or things of whatever nature to be provided by Consultant for the purpose of performing the Services but does not include materials or other things intended to form part of the completed project. |
| THE OWNER | PETROVIETNAM/LP1PP. |
| PARTIES or PARTY | Means Consultant and/or the Owner as the context requires. |
| CONSULTANT'S PERSONNEL | Means the person to be provided by the Consultant and/or its Sub-Contractor(s) for the purpose of performing the Services. |
| PROJECT | Means the Long Phu 1 Thermal Power Plant Project as described in Appendix 8 – PROJECT DESCRIPTION |
| THE OWNER's REPRESENTATIVES | The Owner shall assign an authorized person to act on behalf of the Owner during performance of the Services. |
| SERVICES | Means the works to be performed by the Consultant in accordance with the Contract and are stated in Appendix 1 - SCOPE OF SERVICES. |
| EPC Contract(s) | Means the contract(s) for engineering, procurement and construction of Long Phu 1 Thermal Power Plant that the Owner signed with other EPC Contractor(s). |

The headings, captions and titles of the Articles or of other parts of the Contract are for convenient reference only and are not to be construed as limiting, extending or interpreting the meaning of the provisions of this Contract.

The singular includes the plural; the masculine includes the feminine and vice versa where the context requires.

Words importing persons or Parties shall include firms and corporations and any organization having legal capability.

All references herein to Articles are references to Articles numbered in the terms and conditions of the Contract and not to those in any other part of the Contract unless stated otherwise.

Wherever in the Contract, provision is made for the giving or issue of any notice, consent, approval, certificate or determination by any person, unless otherwise specified, such notice, consent, approval, certificate or determination shall be in writing and the words “notify”, “approve”, “certify”, or “determine” shall be construed accordingly.

2 CONTRACT DOCUMENTS

2.1 The following documents shall form and be read and construed as integral parts of this Contract, namely:

- Contract Agreement
- Terms and Conditions of Contract
- Appendices:
 - Appendix 1 - Scope of Service
 - Appendix 2 - Manning Task and Project Schedule
 - Appendix 3 - Price Breakdown
 - Appendix 4 - Approach and Methodology
 - Appendix 5 - Consultant's Organization Charts and Curriculum Vitae
 - Appendix 6 - Form of Timesheet.
 - Appendix 7 - Form of Certificate of Completion
 - Appendix 8 - Form of Bonds
- Contract Discussion Agreement. These changes will take precedence over the corresponding clauses in the Contractor's Bid.
- Decision on Approval of the Result of Bidding.
- Proposal and other Clarification Documents.
- ITB and other supplement Documents.
- Other attached documents, if any.

2.2 The above several documents constitute the entire legal agreements between the Parties and supersede all previous communications, representations, or agreements, either oral or written, between the Parties, if any with respect to the subject matter hereof.

2.3 The above Contract Documents are to be taken as mutually explanatory of another. In the event that Consultant is in doubt about the interpretation of any document or notices any ambiguity or discrepancy, it shall immediately bring the same to the notice to the Owner for interpretation, which shall be an instruction to Consultant in accordance with the Contract and shall be issued or confirmed in writing.

2.4 Any waiver or substitution of, exception, modification or additional to the conditions contained in the Contract must be recorded by the issue of an Amendment to the Contract and be signed by duly authorized representatives of the Parties hereto.

- 2.5 The priority of the Contract Documents shall be in the sequence as stipulated in the Sub-Clause 2.1 above.

3 SERVICES AND COMPLETION OF SERVICES

- 3.1 The Contract shall become effective when this Contract has been duly signed for and on behalf of the Owner and the Contractor.
- 3.2 The Services shall be considered to be completed when the Certification of Completion is issued by the Owner. Notwithstanding the issuance of the Certification of Completion for this Contract, this Contract will remain valid for the period of two (02) years after the date of issuance of the Certification of Completion.
- 3.3 Consultant shall commence the Services continuously and effectively to complete the Services within the period of maximum to nine hundred and thirty (930) days from the Contract Effective date, which neither includes days for review, verification, and approval by the Owner, the authority nor days for third party's bidding participation, bidding/bid documents clarification.
- 3.4 As soon as practical, but not later than seven (07) Working days from the Contract Effective Date, Kick-off Meeting will be organized by the Parties. In this meeting Consultant and the Owner will:
- a) Reach agreement on the execution plan and the list of deliverables;
 - b) Reach agreement on detail schedule of deliverable time, reviewed time and time to complete each milestone;
 - c) Other critical issues as being agreed by Parties.
- 3.5 The Consultant shall perform Services continuously and effectively to the Project Schedule as stipulated in Appendix 2 - MANNING TASK AND PROJECT SCHEDULE.

4 OBLIGATIONS OF THE CONSULTANT

Consultant shall, in addition to its responsibilities as being defined in the Contract, be responsible for, but not limited to the following, at no additional cost to the Owner.

- 4.1 The Consultant shall perform Services in accordance with the SCOPE OF Service as stated in Appendix 1 in compliance with applicable Laws and regulations of Vietnam and/or any other countries where any part of the Services are performed. Notwithstanding with the provisions stated herein, the Consultant shall perform the Contract and any additional Services which are not specifically mentioned herein but are inherently necessary and/or reasonably required by the Owner to complete the Services. Such Services shall be deemed to have been included in the Scope of Service and the Contract Price.
- 4.2 The Consultant shall commence Services as soon as practical after the Contract Effective Date, in accordance with the MANNING TASK AND PROJECT SCHEDULE as stated in Appendix 2.
- 4.3 The Consultant shall be responsible for obtaining all necessary licenses, permits, consents in respect of rendering the Services or any parts thereof from time to time as required by the applicable laws, regulations of Vietnam and/or other countries where any part of the Services are performed.

- 4.4 The Consultant guarantees and is responsible for the sufficiency, accuracy and quality of the Services in accordance with highest standards in the supercritical coal fired industry and the provisions of the Contract. The Consultant shall provide the Owner with all necessary information related to the Services and as reasonably requested by the Owner.
- 4.5 The Consultant shall obtain and maintain the insurances to cover the risks indemnified by Consultant under Article 14 (Liability and Indemnity) and Article 15 (Insurance).
- 4.6 In performing the Service, the Consultant shall protect the Owner's interests and rights in any and all respect under the Project.
- 4.7 Consultant shall consult the Owner to approve the interface drawings for each interface at the battery limits. During the development of interfaces, Consultant shall liaise with third Parties through the Owner.

Upon request by the Owner, Consultant should review and report to the Owner all documents prepared by others and participate in coordination and meeting with third Parties.

All costs and expenses related to coordination and meeting during the performance of Service shall be at Consultant's account.

- 4.8 Unless otherwise stated in writing by the Owner, the Consultant shall neither have interest, nor receive remuneration in connection with Project except as provided for in the Contract. The Consultant, as well as its contracted partners, and their Personnel shall not engage in any activities, either directly or indirectly, which may conflict with the interest of the Owner under the Project.

The Consultant agrees that, the Consultant, as well as its contracted partners, and their Personnel shall be disqualified from providing goods, works, or Services (other than Service) resulting from or directly related activities, either directly or indirectly, which are conflicts with the interest of the Owner.

- 4.9 The Consultant is responsible for, at its own costs, obtaining all necessary import, export licenses and customs clearance of Consultant's Personnel, Consultant's materials and equipment required for performing the Service.
- 4.10 The Consultant shall be responsible for providing all necessary facilities such as computers, software, documents, standards and codes etc. to Consultant's personnel, which are required to perform Consultant's and/or its Personnel's obligations under the Contract both in Vietnam or outside of Vietnam.
- 4.11 The Consultant shall prepare and correct the timesheet of Consultant's Personnel and submit to the Owner for review/approval. After receiving the time-sheets, the Owner shall, within 14 (fourteen) Working days, approve and duly sign time-sheets or provide the Owner's comment on any error in the timesheets.
- 4.12 The Consultant shall have to submit to the Owner a detailed manning task schedule to match and in accordance with the Master Schedule of the Project. The detailed manning task schedule must include specific Personnel for each position/ role in the Project. The manning task schedule once agreed by the Owner, shall not be altered for any reasons except otherwise by the reasons as being stated in Clause 6.3 of this Contract.

- 4.13 Where any change in the Consultant's Personnel due to any reasons other than those specified in Sub-Clause 6.3, the Owner shall automatically deduct an amount equal to 0.5 man-month of the changed Personnel's rate.
- 4.14 Unless otherwise stated in the Contract, the Owner's communication relating to any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the Owner, shall not release the Consultant or its Personnel from any duties, responsibilities, obligations or liabilities to properly perform Service in accordance with: (i) the requirements of Contract; and (ii) applicable law.
- 4.15 Consultant shall supply all necessary required equipment to the Consultant's Personnel during Service performance, such as: vehicles, office equipment, cameras, computers...as it is required to complete the Service successfully and timely.
- 4.16 For the avoidance of doubt, no action taken by or on behalf of the Owner in checking, verifying, reviewing, consenting to, approving, testing or inspecting the Service or any part thereof nor any like actions at any time shall release or modify the duties responsibilities, obligations or liabilities of Consultant or its Personnel to properly perform Service in accordance with: i) the requirements of Contract; and ii) their duties, responsibilities, obligations and liabilities arising in connected with applicable law.

5 OBLIGATIONS OF THE OWNER

- 5.1 In addition to its responsibilities defined elsewhere in the Contract, the Owner shall provide available information regarding the Service which is deemed appropriate by the Owner.
- 5.2 When the Service are to be carried out in Vietnam, the Owner shall provide appropriate assistance at the Consultant's costs and at the Consultant's request for:
- a) Necessary entry visas, residence, work permits and any documents required for the Consultant's Personnel;
 - b) Necessary licenses and permits required for the Consultant to perform its Service in accordance with this Contract;
 - c) Obtaining all import, export and customs clearance of Consultant's Personnel, effects of equipment and material required for the performance of the Service.
 - d) Access to any organizations for collections of information relating to this Project which may be required by the Consultant to perform the Service.

However, in no case, the above stated assistance of the Owner shall release the Consultant from its responsibility and liability under the Contract.

- 5.3 The Owner will, if being urgent requested by the Project schedule and/or Vietnamese authorities, and/or requirements of applicable law, and/or the Consultant, provide Personnel to performed local Services. All costs and charges relating to such local Services shall be reimbursed by Consultant to the Owner at the rates and costs agreed by Parties.

6 CONSULTANT'S PERSONNEL

- 6.1 The list of the key Personnel, who will be engaged in the Service, is attached as Appendix 5 – ORGANIZATION CHARTS & CURRICULUM VITAE of Consultant's Personnel of this Contract.
- 6.2 All Consultant's Personnel taking part in the Service shall subject to the Owner's acceptance and approval and shall fully meet criteria as minimum requirements for Consultant's Personnel as required in ITB.
- 6.3 Consultant shall keep all key Personnel unchanged all along the execution of the Contract, except upon the Owner's requirement or in case of disablement, death, resignation, retirement, or substantial reason beyond Consultant's control. Any replacement shall be subject to the Owner's approval with condition that the substitute Personnel hold the same or better skills than the outgoing ones and the Service are not interrupted.
- 6.4 Notwithstanding the prior acceptance, the Owner shall have the right to reject and require Consultant to remove forthwith from the Service any person provided by Consultant who, in the opinion of the Owner, misconduct himself, or is incompetent or negligent in the proper performance of his duties. Such person shall not be proposed by the Consultant for any further tasks to be involved in the Project or the Contract execution. The Consultant shall, without Services delay, propose new personnel who is acceptable by the Owner, to replace Consultant's personnel who has been rejected and removed from his assigned task.
- 6.5 All costs relating to such replacement shall be at Consultant's account. In order to avoid the Services delayed or interrupted, the Consultant must assure consultant's resources that can be mobilized in such situation as being mentioned in Sub-Clause 6.3 and 6.4 above.
- 6.6 Consultant shall report to the Owner immediately any accidents, involving death of or injury to Consultant's Personnel or any other person, and any fire, explosion, or any other loss or damage to the Service. Consultant shall also report without delay such events to the authorities who are concerned in the form required by applicable laws.
- 6.7 Consultant is responsible for payment of Personnel's wages and salaries and for any deduction and payment of all relevant local or national Personnel taxes and duties as may be required to meet appropriate government requirements, and any other Personnel taxes, including administrative costs. Consultant shall also be responsible for payment of Consultant Personnel's travel, accommodation, medical attention, holidays and sickness costs unless otherwise and specifically agreed to the Contract.
- 6.8 Consultant Personnel shall have due regards to all festivals, holidays, day of rest etc. in compliance with regulations of Consultant's internal company policies and/or Consultant's countries with condition that Consultant Personnel leave or absent shall have no effect to the Consultant's performance of Service and all related expenses shall be at the Consultant's costs.

Otherwise, the Consultant shall, at its cost, provide another Personnel with the same working capability to perform the Services while above mentioned Consultant Personnel absent or leave his position.
- 6.9 During the execution of Service, when working at the Owner's premises, Consultant Personnel shall be subject to all disciplinary, administrative and safety regulations

and arrangements. The Owner reserves the right to demand the immediate withdrawal of any Consultant Personnel with written explanation for non-compliance with the foregoing at the Owner's sole judgment. Any Personnel, who being removed, shall be replaced without delay at Consultant's expense by a competent substitute approved by the Owner.

- 6.10 Before mobilization / de-mobilization of its Personnel in accordance with Appendix 2 - MANNING TASK AND PROJECT SCHEDULE, the Consultant shall inform the Owner at least 05 (five) days in advance of the departure time and name of its Personnel to be mobilization/demobilization, subject to the Owner's approval. The Owner reserves the right to request Consultant to mobilize / demobilize its Personnel in accordance with the actual requirements of Service. For the avoidance of doubt, the Parties agree that the travelling time for each mobilization/demobilization, as requested by the Owner, shall be counted and fixed as one (01) working day (08 hours).
- 6.11 During the execution of the Contract, the Owner and Consultant will review, adjust and optimize the Schedule of Service for mobilization/demobilization of Personnel. However, such adjustment and optimization will subject to the Owner's approval.
- 6.12 The Owner reserves the right to adjust Project Master Schedule and Manning and Tasks Schedule and require the Consultant to mobilize/de-mobilize Personnel accordingly. However, such adjustment shall not allow the Consultant any right to claim either additional payment or Service Variations if total number of man-days does not exceed the figure quoted in Appendix 3.

7 THE OWNER'S REPRESENTATIVE (s)

- 7.1 The Owner may appoint an Owner's Representative to act on his behalf under the Contract. In this event, he shall give notice to the Contractor of the name, address, duties and authority of the Owner's Representative.

The Owner's Representative shall carry out the duties assigned to him, and shall exercise the authority delegated to him, by the Owner. Unless and until the Owner notifies the Contractor otherwise, the Owner's Representative shall be deemed to have the full authority of the Owner under the Contract.

If the Owner wishes to replace any person appointed as Owner's Representative, the Owner shall give the Contractor not less than fourteen (14) days' notice of the replacement's name, address, duties and authority, and of the date of appointment.

- 7.2 The Owner may, from time-to-time delegate to his representative any of the duties and authorities vested by the Owner and the Owner may at any time, revoke such delegation. Any such delegation or revocation shall be in writing and shall not take effect until a copy thereof has been delivered to the Consultant.
- 7.3 Any communication given by the Owner's representative to the Consultant in accordance with such delegation shall have the same effect as if it has been given by the Owner provided that:
- a) Any failure of the Owner's representative to reject any SERVICE shall not prejudice the authority of the Owner to reject such SERVICE and to give instructions to the Consultant for the rectification thereof,

- b) If the Consultant questions any communication of the Owner's representative he may refer the matter to the Owner, who shall confirm, reverse or vary the contents of such communication.
- 7.4 The Owner or Owner's representative may appoint any member or persons to assist in carrying out its duties. The Owner shall notify the Consultant in writing the names, duties and the scope of authority of such persons. Such assistants shall have no authority to issue any instructions to the Consultant unless prior written consent of the Owner is issued.
- 7.5 Instructions given to the Consultant by the Owner's representative shall be in writing with a copy to the Owner. In any case the Owner's representative shall have no authority to release Consultant from any of his obligations under the Contract.

8 CONSULTANT'S REPRESENTATIVE(S)

- 8.1 Not later than 7 (seven) working days after the Contract Effective Date, Consultant shall appoint in writing, subject to approval of the Owner, a Consultant's representative who will have full authority in all matter in connection with the execution of the Contract.
- 8.2 Consultant's representative shall be authorized to receive on behalf of Consultant all directions and instructions in connection with Service from the Owner. Consultant will be responsible to the Owner for the proper and timely performance of the Service and for the safety of all operations.
- 8.3 Consultant shall not change the above appointment without prior approval from the Owner. Such APPROVAL shall not release Consultant from any of its responsibilities under the Contract.

9 CONTRACT PRICE

- 9.1 The Owner shall pay the Consultant for the performance and completion of the Service to the Owner's satisfaction and in accordance in all respects with the provision of the Contract. The Contract price is VND and USD as follows:

- **Time based Portion:**.....

9.2 Fixed Unit Rate Portion:.....

- 9.3 The Contract price as mentioned above includes all necessary fees, charges, costs and expenses, expenditures, VAT, CIT, PIT etc. required for Consultant to perform and complete the Service and all of its obligations under this Contract, including but not limited to:

- Costs and expenses for performance and completion of Service provided by Consultant.
- All labor costs, wages, salaries, overtime, bonus, traveling, housing, allowances, other payments, contributions, taxes, levies or expenses payable in respect of labor as applicable under and in accordance with Vietnamese law and law of other countries in which any part of the Service may be performed and statute and national, local agreements with the trade unions. Safety in

- compliance with project safety regulations including health and welfare, insurance;
 - Head office and other offices and other overhead charges, supervision and profit as well as the contingent expenses, liabilities, obligations, responsibilities and risks arising out of the conditions of the Contract, Documents/Drawings, engineering, specification and other Contract documents and provision of all necessary documents;
 - All travel, subsistence and associated costs including but not limited to hotel accommodation, air travel, taxi, car hire, meals and the like for mobilization / demobilization and living at assignment locations, clinics, first aid posts;
 - Normal working time, overtime, weekend, public holidays, statutory holidays and shift hours whether day or night. Requirement of all relevant statutory authorities;
 - Insurance fees, process licenses, internal, external courier Services, costs of bond, bank Warranty, etc.
 - All notices, posting of all bonds, all fees, tariffs and like charges required by any government or other authority.
 - All taxes, levies, duties, fees applicable in Vietnam and other countries where the Service are to be performed.
 - Other costs incurred by Consultant in carrying out the Service.
- 9.4 Notwithstanding with the provisions stated herein, the Consultant undertakes to perform the Contract and additional Services which are not specifically mentioned herein but are inherently necessary and/or reasonably required by the Owner to complete the Service and such additional Services shall be deemed to have been included in the SCOPE OF SERVICE and Contract price.
- 9.5 Consultant shall be deemed to have satisfied itself completely that its rates and/or prices are correct and sufficient to cover all its obligations and liabilities under the Contract and all matters and thing necessary for the proper execution of the Service. Consultant accordingly shall have no claim for extra payment on grounds of a lack of knowledge, nor shall it be relieved or excused from any obligations and/or liabilities. However, in case the Owner requests the Consultant for overtime work exceeding the Owner's normal working hours (eight hours per day) from Monday through Friday, the foreign Consultant shall be paid by the Owner the overtime premium at the normal day rates as specified in Appendix 3 - Price Breakdown. For the local Consultant, overtime shall be made by the Owner to the Consultant in accordance with Vietnamese labor law, which is effective at the date of the Contract signing, not in consideration of any amendment, or adjustment legislations.

10 ADVANCE PAYMENT BOND, INVOICING AND PAYMENT

- 10.1 Provided always that Consultant shall perform its obligations under the Contract, the Owner will pay Consultant, in the manner stated herein within Contract budget price.
- 10.2 As soon as possible but not later than 14 (fourteen) Working days from the Contract Effective Date, Consultant shall open irrevocable and unconditional Advance Payment Bond covering 15% (fifteen percent) of the Contract price, before VAT and CIT, PIT with the content as stipulated in Appendix 8 [Form of Contract] through:

- (i) Vietnamese bank accepted by the Owner; or
- (ii) International Bank which has branch in Vietnam; or
- (iii) International Bank which has transactions with nominated first class Vietnamese Banks.

All the expenses relating to the Advance Payment Bond shall be at the Consultant's account.

The Consultant shall submit the Irrevocable Advance Payment Bond according to the form as provided in the Form No. 8 [Form of Advance Payment Bond] of Contract and through the bank accepted by the Owner. The value of Advance Payment Bond shall be equivalent to the value of Advance Payment. Value of Advance Payment Bond shall be reduced in equivalent to the deduction of value of Advance Payment per each payment until the total value of Advance Payment has been totally recovered by the Owner. Advance Payment Bond shall be null and void and shall be returned to the Consultant when the full amount of Advance Payment has been recovered by the Owner and upon the progress payment up to 80% of the Contract Price. In any circumstance, the Advance Payment Bond must be submitted to the Owner prior to the Owner's making Advance Payment to the Consultant.

Advance Payment Bond shall be valid from the date of its issuing and effective from the date the Contractor receives full amount of Advance Payment until thirty (30) days from the issuing of Certificate of Completion by the Owner or the Owner have recovered all the value of Advance Payment in accordance with the Conditions of Contract, whichever is earlier. In case the condition of Advance Payment Bond stipulates its expiry date but the Owner have not yet recovered full amount of Advance Payment on the expiry date then the Consultant has to extend the effective date of the Advance Payment Bond in twenty eight (28) days prior to the expiry date stated until the Owner has totally recovered the Advance Payment amount.

10.3. Advance payment:

15% (fifteen percent) of the Contract price, before VAT and CIT, and PIT shall be made by the Owner to Consultant within **28** (twenty eight) Working days from the date of receiving of:

- One (01) original and three (03) copies of Advance Payment Bond pursuant to Sub-Clause 10.2; and
- Four (04) Consultant's application for advance payment in accordance with this Sub-clause.

Advance payment will be reimbursed by the Consultant to the Owner by deduction at the amortization rate of 18.75% (eighteen point seventy five percent) on each of progress payment until having been fully set off. For clearly understanding but in all cases, the advance payment must be fully deducted when 80% (eighty percent) of the Contract price has been paid.

10.4 The rate of remuneration payable by the Owner in respect of any person employed or otherwise engaged by the Consultant to perform the Service shall be the rate specified in Appendix 3 – [PRICE SCHEDULE] as being applicable to the level of the task performed by that person including expert's rates and other costs calculated for the actual days worked by respective Consultant's Personnel within that month

and other related costs accordingly. The Consultant shall keep accurate time-sheets to substantiate any fee claims based on a time charge basis. During the Contract execution, the Consultant will prepare, sign and submit time-sheets as evidence for Service provided. After receiving the time-sheets the Owner will approve and duly sign time-sheets within 14 (fourteen) Working days or comment on any errors in the timesheets and/or any other payment documents. If there is no written response from the Owner towards payment documents within 14 (fourteen) Working days, application for payment and payment documents are deemed approved by the Owner.

10.5 In consideration of the performance and completion of the Service in accordance with the Schedule as described in Appendix 2 - MANNING TASK AND PROJECT SCHEDULE to the satisfaction of the Owner, an amount one hundred percent (100%), whenever the advance payment is fully repaid by the Consultant to the Owner, of the value of invoice submitted by the Consultant shall be paid on three months basis, within 28 (twenty eight) Working days of the presentation of the following documents:

- (i) For Foreign Consultant: Commercial Invoice in four (04) originals. For Local Consultant: one (01) original and three (03) copies of valid electronic VAT invoice for one hundred percent (100%) amount duly signed by the Consultant authorized representative the Owner's representative, covering actual amount calculated in accordance with the Personnel's approved time-sheets and consigning to the Owner.
- (ii) Four (04) originals of timesheet signed by both Parties.
- (iii) Accumulated paid amount, outstanding amount report to be prepared and signed by both Parties.
- (iv) Traveling requests from Consultant with concurrence from Owner (if applicable).

10.6 The last amount of the Contract Budget Price after deducting any value which the Consultant is entitled to under the Contract (if any), shall be paid within twenty eight (28) Working days against presentation of the following documents:

- (i) Certificate of Completion in the form set out in Appendix 11 issued by the Consultant, one (01) original and three (03) copies.
- (ii) One (1) original and three (3) copies of Consultant's Final Invoice duly signed by the Consultant authorized representative and endorsed by the COMPANY for the actual amount to be paid by the COMPANY and consigning to the COMPANY.

10.7 Invoicing:

10.7.1 The invoice issued by the Consultant shall always be submitted together with all necessary supporting documentation detailing the provision and progress of the Service, including relevant time-sheets on monthly basis verified and signed by the Owner if not disputed by the Owner.

10.7.2. All invoices shall be rendered and paid in USD or VND.

10.7.3. Within 28 (twenty eight) Working days of the date of receipt by the Owner of an invoice, the Owner shall assess the invoice and pay to the Consultant of invoice amount (applicable to Invoices described in Clause 10.4) or all undisputed invoice amount (applicable to Invoice described in Clause 10.5). The Owner will notify

Consultant of any cost and expense which are rejected together with the reasoning of such rejection, and pay to Consultant all undisputed invoiced amounts.

- 10.7.4 In the event of any dispute by the Owner on any invoice or portion thereof, then the Owner shall, within 15 days from receipt of that particular invoice, notify the Consultant for clarification and settlement thereof. Payment of such disputed invoice or portion thereof shall be withheld until full clarification and settlement of the disputed amounts to the Owner's satisfaction is made.
- 10.7.5 The Owner shall not be required to pay Consultant for any Service or any items to be purchased or contracted by Consultant if they are not specified in Appendix 3 - PRICE BREAKDOWN.
- 10.7.6 If during the execution of the Contract, there shall be any sum to which the Owner is entitled and for which the Consultant is responsible for under the Contract, then the Owner shall be entitled to deduct such sum or part thereof from any amount which is due to or becomes due to the Owner until such sum is fully deducted.
- 10.7.7 Any payments withheld shall be without prejudice to any other rights or remedies available to the Owner or to which the Owner is entitled to under the Contract.
- 10.7.8 The making of the payment by the Owner under this Article shall not constitute an admission by the Owner as to the performance by the Consultant of its obligations stipulated under the Contract and that any Service provided by the Consultant in accordance with the requirements of the Contract.
- 10.7.9. All payments to Consultant will be made by direct telegraphic transfer to Consultant's accounts.
- 10.7.10. All invoices to the Owner, which complete with all agreed supporting documentation shall be sent to:

PETROVIETNAM LONG PHU 1 POWER T PROJECT MANAGEMENT BOARD (LP1PP)

Subject: PROJECT MANAGEMENT CONSULTANCY SERVICES FOR
LONG PHU 1 THERMAL POWER PLANT PROJECT

Thanh Duc Hamlet, Dai Ngai Commune, Can Tho City

Attn: Mr. Ha Dinh Nien, General Director.

Email: Longphu01@lp1pp.pvn.vn

Tel: (84-0299) 3713333

- 10.8 Payment for manpower cost for periods less than one month shall be calculated and billed on the basis of one billable hour being equivalent to 1/8 of the applicable agreed fixed day rate.
- 10.9 For the Services of Local Consultant, the Owner will make payment directly to the Local Consultant by request of Consultant. The payment terms and conditions shall follow the terms and conditions under this Contract.
- 10.10 Expenses of business trips at the Owner's request or Consultant's Business trip with the concurrence of the Owner shall be made by the Owner to the Consultant within twenty eight (28) Working days after receiving of valid and sufficient following documents:

- Four (04) originals of Application for payment signed by Consultant's authorized representative;
- Four (04) copies of the Owner's written approval or request on the business trip;
- Four (04) original invoices duly signed by the Consultant's authorized representative, covering the actual amount calculated in accordance with the business trip payment rate as being stated in Appendix 3- [PRICE SCHEDULE].

11 SUSPENSION OF SERVICES BY THE CONSULTANT

- 11.1 The Consultant shall, on the written instructions given by the Owner, suspend the progress of the Service or any part thereof for such time and in such manner, as the Owner may consider necessary. During such suspension, Consultant shall properly protect and secure the Service or such part thereof so far as is necessary in the opinion of the Owner.
- 11.2 Where the suspension by default not attributable to Consultant during the performance of the Service, Consultant shall apply in writing to the Owner and shall be entitled to additional actual costs and expenditure reasonably incurred due to the suspension, together with any extension to the schedule as stipulated in Appendix 2 – MANNING TASK & PROJECT SCHEDULE. For the avoidance of doubt, the Consultant shall not be entitled to any costs for Personnel who have not been mobilized or re-mobilized to the Project.
- 11.3 Where the suspension arises out of any default of Consultant or from matters within its control, the Consultant shall not be entitled to an extension of time as stipulated in Appendix 2 - MAINING TASK & PROJECT SCHEDULE or to any additional cost and expenses.
- 11.4 If the progress of the Service or any part thereof is suspended on the instruction of the Owner and if permission to resume the Service is not given by the Owner within a period of thirty (30) days from the day of suspension then, unless such suspension is not due to Consultant's default as stated in Clause 24, Consultant may give notice to the Owner requiring permission to proceed with the Service or that part thereof in regard to which progress is suspended. The Owner is responsible to advise Consultant within twenty-one (21) days from the receipt thereof whether further suspension is required or not.
- 11.5 The Consultant may on thirty (30) days' prior written notice to the Owner suspend further Services if payments for invoices and supporting documents which have been properly submitted have become ninety (90) days or more overdue.

12 SUSPENSION OR TERMINATION OF CONTRACT BY THE OWNER

- 12.1 The Owner has the right to suspend all or part of the SERVICES or terminate the Contract as follows:
- 12.1.1. The delay due to Consultant's faults in contractual time of completion of Service exceeds thirty (30) days against the stipulated dates stated in Appendix 2 - MAINING TASK & PROJECT SCHEDULE; or
- 12.1.2 Force Majeure circumstances continue for more than 30 (thirty) days as stated in Clause 21.7; or
- 12.1.3 Not applicable

- 12.1.4 Consultant's substantial breach of Contract and fails to remedy such breach to the Owner satisfaction within seven (7) working days after receipt of written notice from the Owner.
- 12.2 Upon the termination of the Contract, unless expressly provided for in Clause 12.7 the Owner shall not be obliged to make any further payment to Consultant.
- 12.3 Upon the termination of the Contract under Clause 12.1, the Owner can complete the remaining Service by himself with any other Consultant, and unless the termination is under Sub-clause 12.1.2 or under Clause 12, Consultant has to pay to the Owner upon receipt of the first request, for the amount of extra cost actually incurred by the Owner for completing the Service. This extra cost shall be equal to the difference between the costs of completion by the new Consultant and the remaining portion of Contract price.
- 12.4 Unless prohibited by law, Consultant shall, if so requested by the Owner, within fourteen (14) days after termination of the Contract assign to the Owner the benefit of any agreement for the supply of Services and / or for the execution of any Service for the purposes of the Contract, which Consultant may have entered into.
- 12.5 The Owner may without cause terminate the Contract in whole or in part at any time by giving not less than fifteen (15) days' notice in writing to Consultant, and on expiry of such notice, the Contract will be forthwith terminated, but without prejudice to the claims of any party in respect of any antecedent breach thereof.
- 12.6 In the event of termination under Sub-clause 12.1.2 or under Clause 12, the Owner shall pay Consultant by way of full and final settlement for the portion of Service completed to the satisfaction of the Owner up to the date of termination.
- 12.7 In addition, where termination occurs under Clause 12, Consultant shall be entitled to be paid the amount of any prepayment made prior to the notice of termination, the price of any order for any Services placed prior to the notice of termination that cannot be cancelled and the costs of demobilization, which have been properly and reasonably incurred by Consultant directly and unavoidably as result of such termination, but only insofar as Consultant shall have provided full and proper substantiation of such amounts and costs to the Owner's satisfaction and provided that all Services which have been paid for are duly delivered to the Owner. Under no circumstances the Owner shall be liable to Consultant for any loss of profit on the Service or other consequential loss of any kind.
- 12.8 Where the Owner terminates the Contract in accordance with the terms of Clauses 12.1 or Clause 12 hereof, Consultant shall with dispatch, comply with any instructions of the Owner in respect of:
- i) The performance of any Service required for the completion, protection and storage of the Service performed;
 - ii) The delivery by Consultant of any portion of the Service;
 - iii) Any other matters arising out of the Contract, which the Owner decides are necessary or expedient.

Except the provision of Clause 11.4, in event that the Owner instructs Consultant to perform further Service pursuant to this Article, Consultant shall be paid for such Service in accordance with the provisions of Appendix 3 - Price Breakdown hereof.

13 CHANGES OF SCOPE OF SERVICES

- 13.1 If requested by the Owner in writing, Consultant shall submit proposals for altering the Service.
- 13.2 If the SERVICES are impended or delayed by the Owner or his Contractor so as to increase the duration of the Service:
- 13.2.1. Consultant shall inform the Owner of the circumstances and probable effect;
- 13.2.2. The time for completion of the SERVICE shall be extended accordingly.
- 13.3 The Contract price will be changed by agreement between the Parties only in the following situations:
- 13.3.1. There is a change in the Scope of Service (Appendix 1) which is agreed by the Parties and may result in a change in Consultant's cost of providing the Services, or
- 13.3.2. There is a change from Appendix 2 – [MANNING TASK & PROJECT SCHEDULE] which is agreed by the Parties and may result in decreasing and/or increasing the total number of Consultant's man-day, or
- 13.3.3. Such other situations as the Parties may agree.
- 13.4 A change in Service as specified in Sub-clause 13.3.1 shall be initiated by the Owner's issuance of a written Change Proposal to Consultant specifying the required changes. On receipt of such Change Proposal, the Consultant shall, without delay, advise the Owner of the following, before proceeding with the Change:
- 13.4.1 Any increase or decrease in the estimated cost of Service resulting from such change, calculated in accordance with Appendix 3 – [PRICE BREAKDOWN]
- 13.4.2 The effect, if any upon the Appendix 2 - [MANNING TASK & PROJECT SCHEDULE]
- 13.4.3 Any change in Service will be valid only upon receipt by the Consultant of the Owner's written approval
- 13.5 Where a change in Appendix 2 – [MANNING TASK & PROJECT SCHEDULE] as specified in Sub-clause 13.3.2 occurs, Consultant shall, without delay, advise the Owner of the following:
- a) an estimate of the increased/decreased cost of Service resulting from such change, calculated in accordance with Appendix 3 (Price Breakdown) and
- b) the anticipated effect upon the Appendix 2.
- 13.6 The payment schedule for the increased cost arising from any agreed change will be agreed at the time the change is approved by the Owner and the amount of each payment will be identified as a separate item in the appropriate invoices issued by Consultant to the Owner pursuant to Article 10.

14 LIABILITY AND INDEMNITY

- 14.1 Consultant hereby indemnifies and shall keep indemnified the Owner and hold them harmless from and against any and all liabilities for:
- (a) loss of or damage to Equipment and / or the property of Consultant and/or its Sub-Contractor and/or its Personnel.
- (b) death, illness or injury to Personnel.

- (c) losses, damages, costs, expenses, claims, demand or cause of action arising out of, or in any way connected with Clause 14.1(a) and / or 14.1(b) above, however caused, including the negligence of and / or his respective employees or agents, and whether sole, concurrent or contributory.
 - (d) death, illness or injury to any third party or for loss of or damage to any third party's property and all losses, damages, costs, expenses, claims, demands or causes of action resulting there from, arising out of any act or omission on the part of Consultant and/or its Sub-Contractor and / or its Personnel.
- 14.2 The Owner hereby indemnifies and shall keep indemnified Consultant and hold Consultant harmless from and against any and all liabilities for.
- (a) loss or damage to the property of the Owner and / or the property of the Owner's employees or agents.
 - (b) death, illness or injury to any employee or agent of the Owner.
 - (c) losses, damages, costs, expenses, claims, demand or cause of action arising out of, or in any way connected with Clause 14.2 (a) and / or 14.2 (b) above, however caused, including the negligence of the Owner and / or sub-Contractor of the Owner and whether sole, concurrent or contributory.
- 14.3 Each Party hereto shall bear all consequential or indirect losses (whether or not foreseeable at the date hereof) or it's suffers, including by way of example, but not limited to, loss of profits or business interruption, and shall save the other Party harmless from any liability thereof.

15 INSURANCE TO BE PROVIDED BY CONSULTANT

- 15.1 Consultant shall affect and maintain with an insurance the Owner that is acceptable to the Owner, insurance adequate to cover its liabilities as specified in the Contract, and to fulfil any requirements of any Government or other appropriate bodies. In particular Consultant shall, at no additional expense to the Owner, effect and maintain:
- 15.1.1 Comprehensive General Liability (Third Party) Insurance covering bodily injury and/or death and/or property damage against any liability, loss, damage, claim, costs and expensive as may be required by the applicable laws and regulations or under any statue with limit of liability of United States Dollars per occurrence combined single limit in compliance with all applicable laws in Vietnam. Number of occurrences is unlimited in the period of insurance;
 - 15.1.2 Professional Liability Insurance covering 100% of Contract budget price in the period of Contract implementation.
 - 15.1.3 Consultant shall further provide travel insurance for the Owner's trainees, mentioned in the Terms of Reference, during all trips to Consultant's overseas offices, or places where they are hosted or caused to be hosted by Consultant in connection with Contract, and their stays wherein. The policy of such insurance shall be subject to the Owner's approval.
- 15.2 The insurance shall contain provisions, which provides the Owner with, where possible, 30 (thirty) days notification from insurer of cancellation of, or any amendment in the insurance policy. The insurer shall also notify the Owner of failure to pay the insurance premium(s) or any other default of the policy.

- 15.3 Consultant shall within ten (10) days after Services of The Contract, provide evidence of all insurance required herein, and shall provide certificates with respect to the policies, together with any other relevant documents the Owner may reasonably require.
- 15.4 If Consultant fails upon request to produce to the Owner satisfactory evidence that there is in force the insurance(s) referred to above, or any other insurance which Consultant is required to effect under the terms and conditions of the Contract, then in any such case the Owner may effect and maintain such an insurance and pay such premium(s) as may be necessary for that purpose at Consultant's expense. Any amount paid by the Owner for this purpose shall immediately become due and payable. the Owner can deduct the amount so paid from any moneys due, or which may become due to Consultant, or recover the same as a debt from Consultant, by action at law or otherwise.
- 15.5 In the event that the insurance becomes renewable during the term of the Contract, then Consultant shall submit to the Owner, copies of the renewed insurance certificates, on the due dates.
- 15.6 In so far as Consultant's insurance does not protect its Sub-Contractor(s), Consultant shall, at no additional expense to the Owner, effect and maintain the required insurance.

16 REVIEW AND APPROVAL

- 16.1 All materials and documents prepared by Consultant under this Contract shall be submitted by Consultant when required by the Owner subject to review and Approval by the Owner. However, in any case the Approval of the Owner will not release the Consultant from its liabilities under this Contract.
- 16.2 If the Owner does not give to Consultant any comment or notice within 14 (fourteen) Working days after receipt of such document from Consultant, then they shall be deemed to have been approved by the Owner.

17 REPORTS AND MEETINGS

- 17.1 Consultant shall maintain true and complete records of all its operations under or in relation to the Contract and the Owner shall at all time have complete access to all such records and other data as may be compiled relating to the Service. Consultant shall at all time keep the Owner and the Owner's representative fully informed regarding the progress and performance of the Service. Consultant shall deliver written reports and data to the Owner in relation to the Service, as and when requested by the Owner's representative. All such records and data shall belong exclusively to the Owner, and shall be retained by Consultant until expire of sixty (60) months from the end of the calendar year in which the Contract is completed or terminated.
- 17.2 Consultant shall supply to, or make available for inspection by the Owner's representative, either at the Owner's offices or Consultant's premises, all such data, statistics, drawings, specifications, sketches, calculations, log books, manuals, maintenance records and other information as may be required by the Owner regarding Consultant's compliance with the provisions of the Contract.
- 17.3 Consultant shall submit to the Owner Weekly Progress Reports, by 9.00 AM Monday, and Monthly Progress Reports, not later than three (3) days after the end of each month, in a format to be agreed with the Owner. Time of report submission may

vary and be agreed upon by the Owner. Consultant shall also highlight any problems and potential problems and proposed solutions for each. Progress meetings will be held periodically between the Owner and Consultant at either the Owner's or Consultant's offices.

- 17.4 Based on the weekly reports and monthly reports, the Owner will hold regular weekly, monthly and other meetings as required from time to time with the Consultant to plan, review and evaluate the progress of the Service and other matters relevant to the Service at the time and the place agreed by both Parties prior to the meeting.
- 17.5 The Consultant shall maintain true and complete records of all its operations under or relevant to the Contract and the Service and deliver written reports and data to the Owner in relation to the Service. All such records and data shall belong exclusively to the Owner.

18 TAXES

- 18.1 Consultant shall be responsible for the payment of all taxes, duties and charges assessed or levied including VAT, CIT, PIT, etc. by any appropriate governmental authority in respect of profits earned or income receivable by reason of the Contract and further undertakes that payment shall be made of all taxes, charges and duties (and any penalties thereon) assessed or levied upon any persons provided by Consultant or its Sub-Contractor(s) in connection with the Services.
- 18.2 Consultant hereby indemnifies and undertakes to keep the Owner indemnified from and against all claims, liabilities, demands, actions, costs and expense whatsoever arising out of or in connection with any assessment or levy made in respect of all or any of the aforesaid taxes, charges, duties and penalties.
- 18.3 The obligations contained in this Article shall continue notwithstanding the completion or termination of the Contract.
- 18.4 The CIT and VAT imposed on Consultant in Vietnam will be paid by the Consultant to relevant Vietnamese authorities according to Consultant's invoice as agreed by the Owner, deducting the due money amounts from every payment to Consultant pursuant to Article 10 and in compliance with the resolution of the authorities

Consultant shall, at its own cost, be responsible and liable for Consultant's personnel Personal Income Tax in Vietnam (PIT) according to Vietnamese tax laws and regulations. PIT amount will only be re-considered or adjusted upon any change in rates of tax, which was or is to be assessed on Consultant's personnel in connection with Contract performance. Equitable adjustment will be made fully taking into account any such change by an addition to, or a deduction therefrom, Contract budget price, as the case may be, in accordance with Contract hereof.

- 18.5 In case of impossibility to pay taxes directly by the foreign Consultant to Vietnamese tax agency, the Owner shall, on behalf of the Consultant, shall withhold the corresponding amount of foreign contractor taxes from each payment milestone and pay directly to the tax agency in Vietnam and provide the Contractor with the withholding tax certificate within thirty (30) days after the respective payment made by the Owner to the Consultant

19 RIGHT OF AUDIT CONFIDENTIALITY

- 19.1 The Owner shall have the right at their own expense to inspect and audit any of Consultant's records in connection with the Service and all transactions related thereto as may be necessary in the opinion of the Owner to verify that the requirement of the Contract is being met and shall have access to all information relating to the rates and prices as may be reasonably required to verify payment made to or by Consultant under or pursuant to the Contract. Such inspections and audits may be carried out by the Owner or their authorized representatives at any time from the Service of the Contract until expiry of twenty-four (24) months from the end of the calendar year in which the Contract is completed or terminated. the Owner shall use its best endeavors to conduct any such inspections and audits in a manner which will result in a minimum of inconvenience to Consultant.
- 19.2 The Consultant shall fully co-operate in the conduct of such inspections and audits and the Owner shall have the right to reproduce and retain copies of any of the records. Any amounts found, as a result of such inspections and audits to have been overcharged by Consultant shall be repayable to the Owner.
- 19.3 CONTRACTOR shall include itself identical rights of audits in all sub-contracts and such rights shall be extensible for the benefit of the Owner.

20 LIQUIDATION

If Consultant should become bankrupt or insolvent, or have received an order made against it, or shall present its petition in bankruptcy, or make an arrangement with, or assignment in favor of its creditors, or shall agree to carry out the Contract under a committee of inspection of its creditors or shall go into liquidation, other than a voluntary liquidation for the purposes of amalgamation or reconstruction, the Owner shall, be at liberty either:

- 20.1 To terminate the Contract forthwith by notice in writing to Consultant or to the receiver or liquidator or to any person in whom the Contract may become vested, and to act as though the Service has been taken out of Consultant's hands in the manner referred to Article 24 (Consultant's default); or
- 20.2 To give such receiver, liquidator, or other person the option of carrying out the Contract subject to providing a guarantee for the due and faithful performance of the Contract up to an amount to be agreed.

21 FORCE MAJEURE

- 21.1 A Force Majeure occurrence shall mean an occurrence beyond the control and without the fault or negligence of the Party affected happening in Vietnam or in the country where Consultant's head office is located and which by the exercise of reasonable diligence the said Party is unable to prevent or provide against.
- 21.2 Force Majeure occurrence shall include, but not limited to the following events:
- a) Acts of god.
 - b) Acts of war (declared or undeclared).
 - c) National strikes or other national industrial action, whether direct or indirect.
 - d) Explosions, fires, floods, earthquakes, catastrophic weather conditions, or other natural physical disaster.
 - e) Act of terrorism, insurrection, rebellion or sabotage.

- 21.3 For the avoidance of doubt, it is hereby declared that Force Majeure occurrences shall not include the following circumstances of a similar nature:
- a) Late delivery equipment or materials on the part of Consultant or its contracted partner or due in whole or in part to inefficiencies on the part of Consultant or its contracted partner.
 - b) Late performance of the Service by Consultant's and / or any its contracted partner failure to provide in good time adequate and suitable Personnel or due in whole or in part to inefficiencies on the part of Consultant or its contracted partner.
 - c) Not used.
 - d) Contractual commitments made by Consultant to third Parties which limit the ability of Consultant to carry out the Service in a safe and satisfactory manner.
 - e) Expropriation, nationalization, confiscation or requisitioning of facilities or compliance with any order or request of any government authority which affects to a degree not existing at the effective commencement date of the Contract the supply, availability or use of personnel, materials or EQUIPMENT.
- 21.4 If either Party to the Contract is prevented from, or delayed in performing any of its obligations under the Contract by Force Majeure, it must promptly notify the other Party of the circumstance constituting the Force Majeure and of the obligations the performance of which is thereby delayed or prevented.
- 21.5 In the event that a Force Majeure occurrence exists and is preventing or delaying performance of any obligation under the Contract, the Party giving notice shall be excused the performance, or the timely performance, as the case may be, of such obligation for so long as the circumstances giving rise to such prevention or delay may continue.
- 21.6 In the event of a Force Majeure occurrence neither Party shall be liable for failure to perform its obligations and both Parties shall bear their own respective costs arising from and attributable to Force Majeure.
- 21.7 In the event of a single incident or occurrence of Force Majeure lasting more than thirty (30) days, the Owner reserves the right to terminate the Contract with immediate effect without this giving rise to any claim for compensation from Consultant, other than for the Service carried out up to the time of such termination.

22 LIQUIDATED DAMAGES

- 22.1 Should Consultant, due to its sole misconduct and as so record, fail to complete part(s) of Service as required in accordance with the corresponding milestone of update Project Schedule in Appendix 2, and as having been adjusted by Service variation(s), the Owner shall have the right to apply the following Liquidated Damages provisions. In such case, Consultant shall be subject to Liquidated Damages imposed by the Owner equal to 0.05% (zero-point-zero five percent) of Contract price for each day that delivery of the completed parts of Service is delayed. Such Liquidated Damages shall be limited in aggregate to 10% (ten percent) of Contract price declared in Appendix 3. Payment of Liquidated Damages shall be the full liability of Consultant to the Owner for damages caused by delays.

- 22.2 At any time in Contract execution, if Liquidated Damages exceeds 10% (ten percent) of Contract budget price, or equivalently, time duration of delay in completion parts of Service due to improper Service performance exceeds 45 (forty-five) days, then the Owner will have the right to terminate Contract.
- 22.3 The Liquidated Damages financial liability under Clause 22.1 will be returned to the Owner by deduction from the last invoice when the Owner undertakes payment to the extent of Liquidated Damages payable.

23 ASSIGNMENT

- 23.1 Consultant shall not assign the Contract or any part(s) thereof or any benefit or interest therein without the prior approval of the Owner.
- 23.2 The Owner may assign the Contract in whole, or in part, to a third party, provided that the prior written consent of Consultant is obtained. Such consent shall not be unreasonably withheld.

24 CONSULTANT'S DEFAULT

- 24.1 Without prejudice to any other rights available to the Owner, if Consultant:
- a) Fail to proceed with the Service with due diligence and expedition; and/or
 - b) Persistently or planarity neglect to carry out its obligations under the Contract; and/or
 - c) Fail to comply with any reasonable instructions given to it in writing by the Owner in connection with the Service; and/or
 - d) Assign or sub-contract part of the Service without the Approval of the Owner; and/or
 - e) Abandon the Service; and/or
 - f) Contravene the provisions of the Contract.

The Owner may give notice in writing to Consultant to make good the failure, neglect or contravention complained of. Should Consultant fail to comply with the notice within seven (7) working days from the date of receipt thereof in the case of a failure, neglect or contravention capable of being made good in that time, or otherwise within such time as may be reasonably necessary for making it good, then the Owner shall be at liberty to take the Service wholly, or in part, out of Consultant's hands and either with its own Personnel, or by entering into contract with other(s), complete the Service or any part thereof. In such event, Consultant shall hand over to the Owner, without delay, all document prepared in connection with the Service and assign to the Owner and purchase orders and sub-contracts which have been placed in connection with the Service.

- 24.2 In the event that the Owner takes the Service wholly or partially out of Consultant's hands as aforesaid, the Owner shall not be liable to pay Consultant until the costs of completion of the Service, or part thereof, have been ascertained. Consultant shall then be entitled to receive only such sum, if any, as would have been payable had Consultant complete the Service, less the costs and expenses incurred by the Owner. If the costs and expenses incurred by the Owner in completion the Service exceed the sum which would have been payable to Consultant for the works which completed by Consultant, then the excess amount shall be debt due from Consultant

to the Owner and shall be recoverable by deduction from any moneys due, or which may become due, to Consultant, or recover the same by action at law or otherwise.

25 SUB-CONTRACTOR(S)

25.1 Consultant shall not sub-contract the whole of the Service. Consultant shall not sub-contract any part of the Service without first notifying the Owner of any proposed sub-Contractor and their respective work scopes. Such notification shall not relieve Consultant from any liability or obligation under the Contract and Consultant shall be responsible for the acts, defaults and neglects of any Sub-Contractor and its personnel. Consultant shall be bound by any observation of the Contract provisions so far as they are applied to its Sub-Contractor(s).

25.2 Consultant shall not change any of the intimated sub-Contractor(s), or materially vary their work-scopes, without the prior knowledge of the Owner.

26 CONFIDENTIAL INFORMATION

26.1 Any information supplied or communicated by the Owner to Consultant in connection with the Contract shall be treated by Consultant as confidential and shall not, without the prior approval of the Owner, be published or disclosed, or made use of by Consultant except for the purpose of implementing the Contract. Information may only be released to subconsultant accepting a like obligation of confidentiality and then only to the extent necessary for the performance of the sub-contract.

26.2 No photographs of any the Owner's equipment, installations or property shall be taken without the prior approval of the Owner.

26.3 Consultant shall not mention the Owner's name in connection with Consultant or disclose the existence of the Contract in any publicity material or other similar communication to third Parties without the prior Approval of the Owner.

26.4 Consultant's obligation not to divulge information to a third party shall not apply to information which:

- a) Is part of public domain otherwise than in consequence of a breach by Consultant's of its obligations under this Article.
- b) Was in Consultant's possession prior to award of the Contract and which the Owner did not notify Consultant as being confidential.
- c) Was received from third Parties having the right to disclose such information.
- d) Consultant is obliged to submit to government authorities.

26.5 The obligations under this Article shall remain binding on Consultant notwithstanding the completion or termination of the Contract.

27 TITLE AND USE

27.1 Technical information developed or arising during the Contract in or in connection with the performance thereof including the results thereof, as well as equipment supplied or purchased from funds provided by the Owner, shall belong to the Owner and the Owner shall have full access thereto.

27.2 Consultant shall vest in the Owner all copyrights, design rights, patents (including patent applications) and other proprietary rights relating to the Contract and developed or arising during the Contract or acquired hereunder from any third party,

including the results thereof, and will execute all necessary documents, produce all necessary evidence and do all other things to procure to the Owner such Ownership upon the Owner's request so to do at the Owner's expense.

- 27.3 Any specification, patterns, calculations or design supplied by the Owner to Consultant in connection with Contract shall remain the property of the Owner and any information derived therefrom or otherwise communicated to Consultant in connection with the Contract shall be regarded by Consultant as secret and confidential and shall not, without the consent in writing of the Owner be published or disclosed to any third party, or made use of by Consultant except for the purpose of implementing the Contract.
- 27.4 Consultant shall indemnify the Owner and hold them harmless from and against all claims and proceeding for or on account of infringement of any patent rights, design, trade mark or name, or other protected rights in respect of any equipment, materials or Service supplied by Consultant for or in connection with the Service and from and against all claims, demands, proceedings, damages, costs, charges, and expense whatsoever in respect thereof or in relation thereto. Provided always that this indemnity shall not apply to any infringement which is due to Consultant having followed a design or instruction furnished or given by the Owner or to the use of such article or material in manner or a purpose not specified or disclosed to Consultant, or to any infringement which is due to the use of such article or materials in associate or combination with any other article or material not supplied by Consultant. The Owner shall give to Consultant the earliest possible note in writing of any claim being made or action threatened or brought against the Owner. Upon Approval from the Owner, Consultant will be permitted at no additional costs to the Owner, to defend any litigation which may ensure and will carry out all negotiations required to achieve settlement of the claim. The Owner on their part warrant that any design or construction furnished or given by it shall not cause Consultant to infringe any patent rights, design, trade mark or name or any other protected rights, design, track mark or name or any other protected rights in the execution of the Contract.
- 27.5 The obligations under his Article shall continue notwithstanding the completion or earlier termination of the Contract for any reason.

28 COMMUNICATION AND NOTICES

- 28.1 All reports and correspondence between the Owner and the Consultant or with any other party designated under this Contract shall be in English.
- 28.2 All notices required or contemplated under the Contract shall be made in writing and shall be delivered in person or sent by postage prepaid airmail or telex or fax to the address of the Parties as specified hereafter or to such other address as the intended recipient shall previously have designated by written notice to the other party.

Notices shall be effective:

- a) If delivered by hand at the time of delivery.
- b) If sent by telex or fax or DHL (or other similar courier delivery Service) at the time of receipt in normal hours of business day.
- c) If sent by airmail, 15 (fifteen) days after the date of mailing provided however that telex or fax is given in advance of the mailing of important letters or documents.

To: PetroVietnam Long Phu 1 Power Project Management BoardAttn: Mr. **Ha Dinh Nien**, General Director

Tel No: (84-299) 3713333

Fax No: (84-299) 3713444

Email: longphu1@lp1pp.pvn.vn

To: CONSULTANT:*Attn:* -----.*Tel No.* -*Fax No.* -

Email: -

29 DISPUTE RESOLUTION AND APPLICABLE LAW

29.1 If any claim, dispute, disagreement, difference of any kind whatsoever arises from or in connection with Contract between Parties including any dispute in relation to an opinion, instruction, determination, certification, assessment or valuation of or the exercise of any discretion by the Owner or the Owner's representative ("Dispute"), one Party shall notify the other Party of the existence of and giving details of that Dispute ("Notice of Dispute").

29.2 Procedures for resolution of Disputes:

29.2.1 Parties shall attempt equitably, amicably and in good faith to settle such Dispute in the first instance by discussions between Parties.

29.2.2 If the Parties fail to resolve the Dispute within 07 (seven) days after receipt by the other Party of the Notice of Dispute, each Party shall within a further 07 (seven) days nominate a senior representative to further discuss at a mutually convenient location.

29.2.3 If within the 7-day period following the commencement of the meeting of the representatives:

- i) the representatives are unable to resolve the Dispute; and
- ii) the representatives agree that resolution of the Dispute may best be resolved by some other person appropriately qualified agreed between the representatives;

then the representatives shall cause a resolution to that effect signed by each of the representatives to be sent to Parties to this Contract and the execution of that notice shall constitute a binding agreement by each Party not to proceed to arbitration with respect to the Dispute until the publication of a finding by the person so agreed and nominated by the representatives.

29.2.4 If either the Owner or the Consultant is dissatisfied with the decision of the nominated person or if the nominated person cannot be agreed upon, then either may refer the matter to arbitration as stipulated in Clause 29.3 herein below but, if the nominated person has given a written decision, referral to arbitration shall be barred unless the referral is received by the other Party or delivered to the other Party by the Party seeking the referral within 07 (seven) days after the decision of

the nominated person was given.

29.2.5 Compliance by Parties with the procedures of this Article is a condition precedent to either Party being entitled to pursue any subsequent relief or remedy.

29.2.6 Moneys due and payable by the Owner to Consultant for Service shall not be withheld because of the existence of a Dispute but the Owner may, pending resolution of the Dispute, withhold payment of moneys in respect of the matter that is the subject of the Dispute.

29.3 Arbitration

In case of impossibility of solving a dispute through mutual consultations, any dispute, controversy or claim arising out of or in connection with this Contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”), for the time being in force, which rules to be incorporated by reference in this Clause. The arbitral tribunal shall be composed of three arbitrators. The seat of Arbitration shall be Singapore. The language to be used in the arbitral proceedings shall be English. This Contract shall be governed by the laws of Vietnam.

Performance of the Contract shall continue during arbitration proceedings unless the Customer shall order suspension.

29.4 This Contract shall be governed, interpreted and construed in all respects in accordance with the Laws of the Socialist Republic of Vietnam.

29.5 Notwithstanding the existence of a Dispute, Consultant shall at all times continue to fulfill all obligations under this Contract in accordance with the provisions of this Contract.

30 GENERAL PROVISIONS

30.1 The Contract shall be governed and construed and take effect in accordance with the Law of S.R. Vietnam, and shall be subject to the exclusive jurisdiction of the SIAC.

30.2 This Contract is executed below by duly authorized representatives of the Parties hereto who accept and agree to be bound by the terms and conditions contained herein and appended hereto.

30.3 In the event that any provision or all of this Contract is held to be void or unenforceable, the Parties will negotiate in good faith to replace such invalid or unenforceable provision by equitable valid and enforceable provisions which shall correspond as closely as possible to the original intentions of the Parties.

30.4 This Contract is made in four (04) original sets with the same validity. Three (03) sets shall be kept by the Owner and one (01) shall be kept by the Contractor with the same validity.

In witness whereof the Parties hereto have signed this Contract by their duly authorized representatives on this _____ day of _____

FOR THE OWNER

FOR CONSULTANT

SIGNATURE _____

NAME

POSITION

DATE _____

SIGNATURE _____

NAME

POSITION

DATE

APPENDICES

APPENDIX 1 SCOPE OF SERVICES

APPENDIX 2 MANNING TASK AND PROJECT SCHEDULE

APPENDIX 3 PRICE BREAKDOWN

APPENDIX 4 APPROACH AND METHODOLOGY

APPENDIX 5 ORGANIZATION CHARTS & CURRICULUM VITAE

APPENDIX 6 FORM OF TIME SHEETS

APPENDIX 7 FORM OF CERTIFICATE OF COMPLETION

APPENDIX 8 FORM OF ADVANCE PAYMENT BOND

APPENDIX 1 SCOPE OF SERVICES

(Refer to Part 2 TERMS OF REFERENCE of Bidding Documents of Package T39)

APPENDIX 2 MANNING TASK AND PROJECT SCHEDULE

Based on the Bid award, the Parties shall complete the finalization of the Manning Plan and Project Schedule.

APPENDIX 3 PRICE BREAKDOWN

(Based on the Bid award, the Parties shall complete the finalization of the price Breakdown of Price Schedule)

APPENDIX 4 APPROACH AND METHODOLOGY

(Based on the Bid award, the Parties shall complete the finalization of the Approach and Methodology)

APPENDIX 5 ORGANIZATION CHARTS & CURRICULUM VITAE

(Based on the Bid award, the Parties shall complete the Organization Charts & Curriculum Vitae)

To be proposed by the CONSULTANT. However, CONSULTANT'S PERSONNEL shall include but not limit to the following positions:

- a) Project Manager/Site Manager
- b) Lead Commissioning Expert
- c) Lead Electrical Engineer
- d) Lead Turbine-Gen. Expert
- e) Lead C&I Scada Tele. Expert
- f) Lead Boiler Expert
- g) Lead BOP Expert
- h) Lead Civil Expert
- i) Expert on call/Back Up
- j) And other local personnel.

Project Management Consultancy Services Contract

PROJECT MANAGEMENT CONSULTANCY SERVICES CONTRACT FOR LONG PHU 1 THERMAL POWER PLANT PROJECT

WORKING RECORD OF CONSULTANT'S PERSONNEL AT SITE AND HOME OFFICE

For the month of **XXX** 2026

| No. | Name | Position | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | Days | Travelling days | Total | MM | |
|-----|------|-----------------|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--------------------|-------|-----|-------|-------|----|------|-----------------|-------|-------|-------|
| 1 | | Project Manager | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 0.000 | | 0.000 | 0.000 |
| | | X | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 0.000 | 0 | 0.000 | 0.000 |
| | | X | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | Grand Total | 0.000 | 0.0 | 0.000 | 0.000 | | | | | | |

Legend: 1 = working days/public holidays in Vietnam; T = travel days Shade column for non-working public holidays/ Saturday / Sunday

Checked and Accepted by

PetroVietnam Long Phu 1 Power Plant Project Management Board

v

Dept. of LP1PP

Eco & Plan. Dept

Engineering Management Dept.

Construction Management Dept.

Mobilization / Monitor

| | |
|--|--|
| | |
| | |
| | |

General Director/ D.GD. of Commerce

APPENDIX 7 FORMS OF CERTIFICATION OF COMPLETION

Date:

Ref:

To: (Name of the CONSULTANT)

(Address of the CONSULTANT)

Tel:

Fax:

Attn:

**SUBJECT: CONTRACT FOR THE PROVISION OF PROJECT MANAGEMENT
CONSULTANCY SERVICES FOR LONG PHU 1 THERMAL
POWER PLANT PROJECT.**

CONTRACT NO.

Dear Sir,

This Certificate of Completion is to confirm that:

- 1) The CONSULTANT does hereby complete the SERVICES to the satisfaction of COMPANY and the COMPANY does accept the SERVICES provided in accordance with provisions of the above subject Contract;
- 2) The PROJECT is fully certified, inspected and approved for use by Vietnamese authorities and the CERTIFYING AGENT; and
- 3) The CONSULTANT's project Completion Report for the whole SERVICES under the CONTRACT has been approved.

Yours sincerely,

(Authorized Signature)

APPENDIX 8 BONDS
FORM OF ADVANCE PAYMENT BOND

BANK
BRANCH (*optional*)....

[Country/City], day Month ..., year

ADVANCE PAYMENT BOND

To: _____ [write Owner's name] (hereinafter referred to as the "Owner")

Pursuant to the Contract _____ [Insert contract name, contract number, contract date]

In accordance with the advance payment clause stated in the specific conditions of the contract, _____ [Insert name and address of the Contractor] (hereinafter referred to as the "Contractor") shall submit to the Owner a bank guarantee to ensure that the Contractor uses the advance payment of _____ [Insert the value in figures, in words, and the currency used] for the right purpose of executing the contract.

We, _____ [insert name of the bank], located in _____ [insert country or territory] with registered office at _____ [insert address of the bank] (hereinafter referred to as the "Bank"), hereby undertake on behalf of the Contractor to unconditionally and irrevocably pay to the Owner an amount up to the value of this guarantee, being ... [Insert the amount in figures, in words, and the currency used], no later than five (05) Working days from the date of receiving the first request document from the Owner (as dated on the Owner's document), without the need for any explanation or documentation proving a breach of contract between the Contractor and the Owner. In such case, we shall be responsible for transferring the guarantee amount to the account of the Owner specified in the contract [Insert contract name, contract number] dated [Insert contract date].

Furthermore, we agree that any changes, additions, or adjustments to the terms of the contract or any documents related to the contract signed between the Contractor and the Owner shall not alter any of our obligations under this guarantee.

The value of this guarantee will be gradually reduced in proportion to the advance payments that the Owner has recovered through the contract's payment cycles, after the Contractor submits a document confirming the amount recovered by the Owner in the payment cycles.

This guarantee shall be effective from the date of issuance until the ___ day of ___, ___, or until the Owner has recovered the full advance payment, whichever comes first. The validity period of the advance payment guarantee must be extended until the Owner has fully recovered the advance payment."

Authorized representative of the Bank
[insert full name, title, signature, and official stamp]