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# BIDDING DOCUMENTS

## FOR CONSULTING SERVICES

### (ONE-STAGE, TWO-ENVELOPE PROCEDURE)

NAME OF THE BIDDING PACKAGE : BIDDING PACKAGE NO. 03: CONSULTING SERVICES FOR THE PREPARATION OF THE GENERAL PLANNING OF HAI PHONG CITY UNTIL 2050, WITH A VISION TO 2075

NAME OF URBAN AND RURAL PLANNING ACTIVITIES : PREPARATION OF THE GENERAL PLANNING OF HAI PHONG CITY UNTIL 2050, WITH A VISION TO 2075

LOCATION : HAI PHONG CITY

EMPLOYER : HAI PHONG DEPARTMENT OF CONSTRUCTION

BIDDING CONSULTING : HAI PHONG CONSTRUCTION DESIGN AND CONSULTANCY JOINT STOCK COMPANY

*Hai Phong, 2026*

# BIDDING DOCUMENTS

**Bidding package reference number and Invitation to Bid number:**

No. 03; Invitation to Bid No. IB2600296080-00 dated on 17/06/2026

**Name of the bidding package:**

Bidding Package No. 03: Consulting services for the preparation of the General Planning of Hai Phong City until 2050, with a vision to 2075

**Urban and rural planning activities:**

Preparation of the General Planning of Hai Phong City until 2050, with a vision to 2075

**Date of issuance:**

17/06/2026

**Issued together with Decision:**

No. 972/QĐ-SXD dated on 17/06/2026 of the Hai phong Department of Construction

## MEMBERS OF THE EXPERT TEAM

Mr. Trung Pho Bui

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Mr. Bac Van Pham

Mr. Anh Dau Le

## BIDDING CONSULTANT

HAI PHONG CONSTRUCTION DESIGN AND CONSULTANCY JOINT STOCK COMPANY



TỔNG GIÁM ĐỐC  
KS. Trần Quang Dũng

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## SUMMARY

### **Part 1. BIDDING PROCEDURES**

#### **Chapter I. Instructions to Bidders (ITB)**

This Chapter provides information necessary for bidders to prepare responsive bids. It also provides information on bid preparation, submission, opening, evaluation, and contract award procedures.

#### **Chapter II. Bidding Data Sheet (BDS)**

This Chapter contains provisions that supplement and specify the information provided in Chapter I for each bidding package.

#### **Chapter III. Bid Evaluation Criteria**

This Chapter includes the criteria that shall be used for evaluating bids.

#### **Chapter IV. Bidding forms**

This Chapter includes the forms to be completed and submitted by the Employer and bidders as part of the bidding process.

### **Part 2. TERMS OF REFERENCE**

#### **Chapter V. Terms of Reference**

The Terms of Reference describe the bidding package, scope of services, reporting requirements, implementation period, and requirements regarding the bidder's experience and personnel, as well as the responsibilities of the Employer.

### **PART 3. CONTRACT CONDITIONS AND CONTRACT FORMS**

#### **Chapter VI. General Conditions of Contract (GCC)**

This Chapter contains the general provisions applicable to all consulting service contracts.

#### **Chapter VII. Special Conditions of Contract (SCC)**

This Chapter contains contract-specific data and provisions applicable to each contract. The Special Conditions of Contract clarify and supplement, but do not replace, the General Conditions of Contract.

#### **Chapter VIII. Contract Forms**

This Chapter includes the forms that, once completed, will form part of the Contract.

## ACRONYMS

<b>ITB</b>	Instructions to Bidders
<b>BD</b>	Bidding Documents
<b>BDS</b>	Bidding Data Sheet
<b>GCC</b>	General Conditions of Contract
<b>SCC</b>	Special Conditions of Contract
<b>VND</b>	Vietnamese Dong
<b>System</b>	National E-Procurement System at: <a href="https://muasamcong.mpi.gov.vn">https://muasamcong.mpi.gov.vn</a>
<b>BP</b>	Bidding Package

**Part 1. BIDDING PROCEDURES**  
**Chapter I. INSTRUCTIONS TO BIDDERS (ITB)**

<p><b>1. Scope of Contract Package</b></p>	<p>1.1. The employer, as specified in the <b>BDS</b>, issues these Bidding Documents for the consulting services under the single-stage, two-envelope bidding procedure.</p> <p>1.2. The name of the contract package and of the Urban and rural planning activities are provided in the <b>BDS</b>.</p>
<p><b>2. Explanation of terms used in Bidding</b></p>	<p>2.1. The bid submission deadline is the deadline for receipt of bids and is specified in the Invitation to Bid published on the System.</p> <p>2.2. Day is a day according to the Gregorian calendar, including weekends, holidays, and Tet holidays according to the provisions of labor law.</p>
<p><b>3. Source of Dunds</b></p>	<p>The source of funds used for covering costs of the contract package is provided in the <b>BDS</b>.</p>
<p><b>4. Prohibited Acts</b></p>	<p>4.1. Offering, giving, receiving or taking a bribe.</p> <p>4.2. Abusing positions or entrusted power to influence or illegally intervene in bidding process in any form.</p> <p>4.3. Collusive practice, including:</p> <p>a) Reaching, with or without undue influence, an arrangement or agreement which is designed to let one or more parties to prepare bids for all contractors or to withdraw submitted bids so that one of them will win the bid;</p> <p>b) Reaching an arrangement or agreement on refusal to supply goods or services, or subcontract, or reaching other agreements to limit competition so that one party will win the bid;</p> <p>c) A contractor with appropriate qualifications and experience has submitted a bid and meets the requirements laid down in the Bidding Documents but deliberately refuses to provide additional documents proving their capacity and experience at the Employer's request for clarification of the bid or verification of their submitted documents with the aim of facilitating one party's winning of the bid.</p> <p>4.4. Fraudulent practice, including:</p> <p>a) Forging or falsifying information and/or documents used in bidding;</p> <p>b) Deliberately providing information and documents which are not accurate or objective in bids with the aim</p>

of falsifying the contractor selection result.

4.5. Obstructive practice, including:

- a) Destroying, altering, or concealing evidence; making false statements; or threatening, harassing, or intimidating any party to prevent the verification or investigation into a corrupt, fraudulent or collusive practice made with a supervision, inspection or audit authority;
- b) Obstructing the competent person, employer, contractors in the course of contractor selection;
- c) Obstructing the rights of competent authorities to supervise, inspect, or audit bidding activities., inspection or audit of bidding activities;
- d) Deliberately making false complaints, denunciations or petitions with the aim of impeding bidding process;
- dd) Acts of violation against laws to intervene or impede the bidding process.

4.6. Inequality and non-transparency, including:

- a) A contractor of a package is also the employer or takes charge of performing tasks of the employer of that;
- b) A person or entity concurrently engages in the preparation and appraisal of Bidding Documents of the same package;
- c) A person or entity concurrently engages in the bid evaluation and the appraisal of the contractor selection result of the same package;
- d) A person who is working for the employer directly engages in the contractor selection, or acts as a member of the expert team or appraising team in charge of appraising the contractor selection result, or is a competent person or head of the employer, for a package or investment project for which his/her family relative, as defined in the Law on enterprises, directly submits a bid or acts as the legal representative of a contractor;
- dd) A person acts as a contractor for a package of a project or investment project of the employer for which he/she worked and held the executive or managerial position within 12 months from the date of his/her resignation therefrom;
- e) A supervision consultant also acts as the inspection consultant of the same package;

4.7. Unauthorized disclosure of the following information and documents on the contractor selection, except the cases specified in Points 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 Bidding, including:

- a) Contents of Bidding Documents before they are issued as prescribed;

	<p>b) Contents of bids; the employer clarification requests and responses from contractors during the bid evaluation; reports of the employer or expert team, appraisal reports, reports of consultants and other relevant specialized agencies during the contractor selection; records or minutes of bid evaluation meetings, opinions or comments on bid before they are disclosed as prescribed;</p> <p>c) The contractor selection result before it is disclosed as prescribed;</p> <p>d) Other documents issued or obtained during the contractor selection and certified to contain state secrets as prescribed by law.</p> <p>4.8. Illegal transfer of awarded contract, including the following cases:</p> <p>a) The contractor transfers a volume of tasks of the package worth more than the maximum value of tasks to be subcontracted and those tasks to be undertaken by specialist subcontractor(s) under the signed contract;</p> <p>b) The contractor transfers a volume of tasks of the package whose value does not exceed the maximum value of tasks to be subcontracted under the signed contract but beyond the scope of tasks to be subcontracted specified in the bid or proposal without obtaining a prior consent from the employer or supervision consultant;</p> <p>c) The employer/supervision consultant approves the contractor's transfer of work of tasks as prescribed in Points a of this Clause;</p> <p>d) The employer/supervision consultant approves the contractor's transfer of work a volume of tasks as prescribed in Points b of this Clause which is worth more than the maximum value of tasks to be subcontracted under the signed contract.</p>
<p><b>5. Eligible Contractors</b></p>	<p>5.1. A contractor is an organization that shall be deemed eligible if it meets the following requirements:</p> <p>a) It must maintains independent accounting records;</p> <p>b) It is not undergoing dissolution process or subject to revocation of enterprise registration certificate, cooperative/cooperative union/ artel registration certificate; is not insolvent as prescribed by the law on bankruptcy;</p> <p>c) A contractor must ensure competitiveness in bidding as prescribed in the <b>BDS</b>;</p> <p>d) It is not being prohibited from participating in bidding as prescribed in the Law on Bidding;</p> <p>dd) It is not subject to criminal prosecution;</p> <p>e) Contractors must not in a state of temporary suspension or termination of participation in the System before the grant of approval for contractor selection result.</p>

	<p>g) A foreign contractor is requested to enter into a consortium with a domestic contractor or subcontract part of the work to domestic contractors, unless otherwise prescribed by the Government.</p> <p>5.2. A contractor that is a household business shall be deemed eligible if it meets the following requirements:</p> <p>a) It has a valid certificate of household business registration issued in accordance with regulations of law;</p> <p>b) It is not undergoing the process of operation termination or subject to revocation of certificate of household business registration; the owner of the household business is not subject to criminal prosecution;</p> <p>c) It meets the requirements laid down in Points c, d and e of ITB Sub-Clause 5.1.</p>
<p><b>6. Contents of the Bidding Documents</b></p>	<p>6.1. The Bidding Documents consist of Parts 1, 2, 3 indicated below and any clarifications and addenda to the Bidding Documents in accordance with ITB Section 7 (if any):</p> <p><b>Part 1. Bidding procedures:</b></p> <ul style="list-style-type: none"> <li>- Chapter I. Instructions to Bidders (ITB);</li> <li>- Chapter II. Bidding Data Sheet (BDS);</li> <li>- Chapter III. Bid evaluation criteria;</li> <li>- Chapter IV. Bidding forms.</li> </ul> <p><b>Part 2. Terms of reference:</b></p> <ul style="list-style-type: none"> <li>- Chapter V. Terms of reference.</li> </ul> <p><b>Part 3. CONTRACT CONDITIONS AND FORMS OF CONTRACT:</b></p> <ul style="list-style-type: none"> <li>- Chapter VI. General Conditions of Contract (GCC);</li> <li>- Chapter VII. Special Conditions of Contract (SCC);</li> <li>- Chapter VIII. Forms of Contract.</li> </ul> <p>6.2. The Employer accepts no responsibility for the accuracy and completeness of the Bidding Documents, responses to requests for clarification, minutes of the pre-bid meeting (if any) or any addenda to the Bidding Documents in accordance with ITB Section 7 unless they are published by the employer on the System. The documents published by the Employer on the System shall be serve as the basis for further consideration and evaluation.</p> <p>6.3. The contractor is expected to examine all the Invitation to Bid and Bidding Documents, including addenda, responses to requests for clarification and minutes of the pre-bid meeting (if any), to prepare its bid</p>

	in conformity with the requirements set out in the Bidding Documents.
<p><b>7. Amendment and Clarification of the Bidding Documents</b></p>	<p>7.1. In case of amending the Bidding Documents, the Employer shall post the amendment decision along with the revised contents and the Bidding Documents have been amended accordingly. Any amendment to the Bidding Documents shall be made at least ten (10) days before the bid closing date to ensure that bidders have sufficient time to prepare their bids; otherwise, the bid closing date shall be extended.</p> <p>7.2. If clarification of the Bidding Documents is required, a contractor shall submit a request for clarification to the Employer via the System at least three (03) working days before the bid closing date for the Employer's consideration and response. The Employer shall review the request and provide clarification on the System no later than two (02) working days before the bid closing date. The clarification shall describe the requested content without identifying the contractor requesting such clarification. If the clarification results in the need to amend the Bidding Documents, the Employer shall amend the Bidding Documents in accordance with ITB Sub-Clause 7.1.</p> <p>7.3. If necessary, the Employer shall organize a pre-bid conference to discuss any unclear contents of the Bidding Documents, as specified in the <b>BDS</b>. The Employer shall publish an invitation to the pre-bid conference on the System. The discussions between the Employer and the contractors shall be recorded in minutes, and a clarification document shall be published on the System within a maximum of two (02) working days after the end of the pre-bid conference. A contractor's failure to attend the pre-bid conference or failure to confirm its attendance shall not constitute grounds for rejecting its bid.</p> <p>7.4. If the Bidding Documents need to be amended after the pre-bid conference, the Employer shall amend the Bidding Documents in accordance with ITB Sub-Clause 7.1. The minutes of the pre-bid conference shall not constitute an amendment to the Bidding Documents.</p> <p>7.5. The Employer is responsible for monitoring information on the System to promptly clarify the Bidding Documents at the request of the contractor.</p> <p>7.6. Contractors shall be responsible for monitoring information published on the System and updating any amendments to the Bidding Documents and any changes to the bid submission deadline (if any) as a basis for preparing their bids. In the event that a contractor fails to monitor and update information on the System, resulting in disadvantages during the bidding process, including changes or adjustments to the electronic Bidding Documents, the bid submission deadline, the contract negotiation period, and other relevant contents, the contractor shall bear full responsibility and any resulting consequences during the bidding process.</p>

<b>8. Cost of Bidding</b>	The Bidding Documents shall be published on the System immediately after the Employer successfully uploads the Invitation to Bid to the System. Contractors shall pay the fee for purchasing the electronic version of the Bidding Documents upon submission of their bids. The fee for purchasing the electronic Bidding Documents is specified in the <b>BDS</b> . Contractors shall bear all costs associated with the preparation and submission of their bids. Under no circumstances shall the Employer be responsible or liable for such costs.
<b>9. Language of the Bid</b>	The bid, as well as all correspondence and documents relating to the bid, shall be written in the language specified in the <b>BDS</b> . Supporting documents included in the bid may be written in another language, provided that they are accompanied by accurate translations into the language specified in the <b>BDS</b> . The Employer may request the contractor to provide additional translations, if necessary. The contractor shall be responsible for any discrepancies between the original documents and their translations (if any).
<b>10. Documents Comprising the Bid</b>	<p>The Bid shall comprise a Technical Proposal and a Financial Proposal, as follows:</p> <p>10.1. The Technical Proposal shall comprise the following:</p> <ul style="list-style-type: none"> <li>- The Application for bidding of Technical Proposal prepared in accordance with ITB Section 11;</li> <li>- The Joint Venture Agreement in accordance with Form No. 03, Chapter IV (in the case of a joint venture);</li> <li>- The Technical Proposal and completed forms as prescribed in ITB Section 14 and Chapter IV.</li> </ul> <p>10.2. The Financial Proposal shall comprise the following:</p> <ul style="list-style-type: none"> <li>- The Application for bidding of Financial Proposal generated by the System in accordance with ITB Section 11;</li> <li>- The Financial Proposal and completed forms as prescribed in ITB Sections 11 and 12.</li> </ul> <p>10.3. Other requirements, if any, are specified in the <b>BDS</b>.</p>
<b>11. Letter of Bid and Forms</b>	The contractor shall prepare the Application for bidding of Technical Proposal, the Application for bidding of Financial Proposal, and the relevant forms in accordance with the forms specified in Chapter IV – Bidding Forms. All forms shall be duly completed.
<b>12. Bid Prices and Discounts</b>	<p>12.1. The bid price shall be the price quoted in the Financial Proposal (excluding any discounts offered) and shall include all costs required for the execution of the Bidding Package.</p> <p>The contractor shall indicate any discounts directly in the Application for bidding of Financial Proposal or in a separate Letter of Discount. The Letter of Discount may be submitted together with the Financial Proposal or separately to the Employer before the bid submission deadline. If the Letter of Discount is submitted together</p>

	<p>with the Financial Proposal, it shall be included as a component thereof. If the Letter of Discount is submitted separately to the Employer, it shall be enclosed in a sealed envelope clearly marked “Letter of Discount” (the seal shall comply with the contractor’s internal regulations), in accordance with ITB Sub-Clauses 17.2 and 17.3. The Letter of Discount shall be treated by the Employer as part of the contractor’s bid and shall be opened together with the Financial Proposal. Where discounts are offered, the contractor shall specify the contents and methodology for applying such discounts to specific items of the Financial Proposal. If no methodology for applying discounts is provided, the discounts shall be deemed to apply equally to all items of the Financial Proposal.</p> <p>12.2. The requirements for the breakdown of experts’ remuneration are specified in the <b>BDS</b>.</p>
<b>13. Currencies of Bid and Payment</b>	<p>13.1. The currency(ies) of the Bid and the currency(ies) of payment shall be the same and shall be specified in the <b>BDS</b>. The bid price for each specific work item shall be quoted in a single currency.</p> <p>13.2. Expenditures incurred in Vietnam shall be paid in VND, while expenditures incurred outside the territory of Vietnam may be paid in the currency(ies) specified in ITB Sub-Clause 13.1.</p>
<b>14. Technical Proposal</b>	<p>14.1. The Technical Proposal shall not include any financial information. If a submitted Technical Proposal contains material financial information, the contractor shall be responsible for any consequences arising from such disclosure.</p> <p>14.2. The contractor shall not propose alternative key personnel arrangements. Only one Curriculum Vitae (CV) shall be submitted for each key expert position.</p> <p>14.3. For Bidding Packages applying time-based contracts, the contractor shall propose a working period for key personnel that is not shorter than the period specified in the <b>BDS</b>, if required by the Bidding Documents.</p> <p>14.4. In the case of Bidding Packages requiring an Expression of Interest (EOI), if there is any change in the contractor's capacity and experience between the time of participation in the Expression of Interest and the submission of the Bid, the contractor shall update its capacity and experience accordingly.</p>
<b>15. Period of Validity of Bids</b>	<p>15.1. A Bid, including the Technical Proposal and the Financial Proposal, shall remain valid for a period not shorter than that specified in the <b>BDS</b>. Any Technical Proposal or Financial Proposal with a validity period shorter than the prescribed period shall be rejected.</p> <p>15.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request contractors to extend the validity period of their Bids (including both the Technical Proposal and the Financial</p>

	<p>Proposal). If a contractor refuses such a request, its Bid shall be rejected. A contractor that agrees to the request shall not be permitted to modify any contents of its Bid. The request and the contractors' responses shall be made in writing.</p>
<p><b>16. Format and Signing of the Bid</b></p>	<p>16.1. The contractor shall prepare the Bid comprising one (01) original of the Technical Proposal, one (01) original of the Financial Proposal as prescribed in ITB Section 10, and the number of copies of the Technical Proposal and the Financial Proposal specified in the BDS. The covers of the documents shall be clearly marked, as appropriate, “ORIGINAL TECHNICAL PROPOSAL”, “ORIGINAL FINANCIAL PROPOSAL”, “COPY OF TECHNICAL PROPOSAL”, or “COPY OF FINANCIAL PROPOSAL”.</p> <p>In the event of modification or substitution of the Technical Proposal or the Financial Proposal, the contractor shall prepare one (01) original and the number of copies specified in the BDS. The covers of the documents shall be clearly marked, as appropriate, “ORIGINAL MODIFIED TECHNICAL PROPOSAL”, “COPY OF MODIFIED TECHNICAL PROPOSAL”, “ORIGINAL MODIFIED FINANCIAL PROPOSAL”, “COPY OF MODIFIED FINANCIAL PROPOSAL”, “ORIGINAL SUBSTITUTE TECHNICAL PROPOSAL”, “COPY OF SUBSTITUTE TECHNICAL PROPOSAL”, “ORIGINAL SUBSTITUTE FINANCIAL PROPOSAL”, and “COPY OF SUBSTITUTE FINANCIAL PROPOSAL”.</p> <p>If a contractor submits a Bid containing information or documents that are confidential to its business (including proprietary information, trade secrets, or sensitive information), such information or documents shall be marked “CONFIDENTIAL”.</p> <p>16.2. The contractor shall be responsible for ensuring consistency between the originals and the copies of the documents. In the event of any discrepancy that does not affect the contractor's ranking, the original shall prevail. If a discrepancy between the original and the copies results in a different evaluation outcome and changes the contractor's ranking, the contractor's Bid shall be rejected.</p> <p>16.3. The originals of the Technical Proposal and the Financial Proposal shall be typed or written in indelible ink and shall have their pages numbered consecutively. The Letter of Bid, Letter of Discount (if any), clarifications of the Bid, price schedules, and other forms prescribed in Chapter IV – Bidding Forms shall be signed by the lawful representative of the contractor (either the legal representative or his/her authorized representative) and sealed (if any). In the case of authorization, a Power of Attorney prepared in accordance with Form No. 02 in Chapter IV – Bidding Forms, or a certified copy of the company's charter, branch establishment decision, or another document proving the authority of the authorized representative, shall be submitted together with the Bid.</p>

	<p>16.4. If the contractor is a consortium, the Bid shall be signed by the lawful representatives of all consortium members or by the authorized member of the consortium in accordance with the consortium agreement. To ensure legal binding effect on all consortium members, the consortium agreement shall be signed by the lawful representatives of all members.</p> <p>16.5. Any interlineations, erasures, or overwriting shall be valid only if signed or initialed by the person signing the Letter of Bid.</p>
<p><b>17. Sealing and Marking of Bids</b></p>	<p>17.1. The original and all copies of the Technical Proposal shall be enclosed in an envelope marked “TECHNICAL PROPOSAL”. The original and all copies of the Financial Proposal shall be enclosed in an envelope marked “FINANCIAL PROPOSAL”.</p> <p>In the event of modification or substitution of the Technical Proposal or the Financial Proposal, the modified or substitute Technical Proposal or Financial Proposal (including the original and all copies) shall be enclosed in separate envelopes marked, as appropriate, “MODIFIED TECHNICAL PROPOSAL”, “SUBSTITUTE TECHNICAL PROPOSAL”, “MODIFIED FINANCIAL PROPOSAL”, or “SUBSTITUTE FINANCIAL PROPOSAL”.</p> <p>The envelopes containing the Technical Proposal, the Financial Proposal, and any modifications and/or substitutions thereof shall be duly sealed. The sealing method shall comply with the contractor's internal regulations.</p> <p>17.2. The envelopes shall:</p> <ul style="list-style-type: none"> <li>a) bear the name and address of the contractor;</li> <li>b) be addressed to the Employer in accordance with ITB Section 1.1;</li> <li>c) bear the name of the contract package as specified in ITB Section 1.2;</li> <li>d) bear the warning “DO NOT OPEN BEFORE THE TIME AND DATE OF OPENING OF THE TECHNICAL PROPOSAL” for the envelopes containing the Technical Proposal and any modifications or substitutions thereof (if any), or “DO NOT OPEN BEFORE THE TIME AND DATE OF OPENING OF THE FINANCIAL PROPOSAL” for the envelopes containing the Financial Proposal and any modifications or substitutions thereof (if any).</li> </ul> <p>17.3. The contractor shall be responsible for any consequences or disadvantages arising from its failure to comply with the requirements specified in the Bidding Documents, including failure to affix a seal, loss of the seal during transportation of the Bid to the Employer, or failure to provide the required information on the envelopes as</p>

	prescribed in ITB Sub-Clauses 17.1 and 17.2. The Employer shall not be responsible for maintaining the confidentiality of the Bid if the contractor fails to comply with the aforementioned requirements.
<b>18. Deadline for Bid Submission</b>	<p>18.1. Bids shall be submitted in accordance with the <b>BDS</b> and shall be received by the Employer no later than the bid submission deadline specified in the <b>BDS</b>.</p> <p>18.2. The Employer may, at its discretion, extend the bid submission deadline by amending the Bidding Documents in accordance with ITB Section 7. In the event of an extension of the bid submission deadline, all rights and obligations of the Employer and the contractors that were previously subject to the original bid submission deadline shall thereafter be subject to the extended bid submission deadline.</p>
<b>19. Late Bids</b>	Any Bid or any document submitted by a contractor to the Employer after the bid submission deadline for the purpose of amending or supplementing a submitted Bid shall be considered invalid and shall not be taken into account, except for documents submitted to clarify the Bid at the request of the Employer, or documents submitted to clarify or supplement information proving eligibility, financial statements, tax declaration and tax payment obligations, specific documents relating to personnel and equipment proposed in the Bid, similar contracts, and the contractor's production capacity, as prescribed in ITB Sections 26.1 and 26.3.
<b>20. Modification, Substitution or Withdrawal of Bids</b>	<p>20.1. A contractor may modify, substitute, or withdraw its Bid after submission by sending a written notice duly signed by its lawful representative and, in the case of authorization, enclosing a Power of Attorney in accordance with ITB Section 16.3. The corresponding modification or substitution of the Bid shall accompany the respective written notice and shall:</p> <p>a) be prepared and submitted to the Employer in accordance with ITB Sections 16 and 17, and the relevant envelopes shall be clearly marked “MODIFIED TECHNICAL PROPOSAL”, “MODIFIED FINANCIAL PROPOSAL”, “SUBSTITUTE TECHNICAL PROPOSAL”, or “SUBSTITUTE FINANCIAL PROPOSAL”, as appropriate;</p> <p>b) Received by the Employer prior to the deadline for bid submission in accordance with ITB Section 18.1.</p> <p>20.2. Bids requested to be withdrawn in accordance with ITB Section 20.1 shall be returned unopened to the contractors.</p> <p>20.3. No Bid may be modified, substituted, or withdrawn between the bid submission deadline and the expiration of the bid validity period specified by the contractor in the Letter of Bid or any extension thereof.</p>

## 21. Opening of Technical Proposal

21.1. Except for the cases specified in ITB Sections 19 and 20, the Employer shall publicly open all Technical Proposals received by the bid submission deadline and clearly read out the information specified in Points b and c of ITB Sub-Clause 21.5. The opening of Technical Proposals shall be conducted publicly within two (02) hours from the bid submission deadline at the date, time, and place specified in the BDS, in the presence of representatives of contractors and relevant competent authorities who choose to attend the Technical Proposal opening ceremony. The Technical Proposal opening shall be conducted regardless of whether a contractor's representative is present.

21.2. First, envelopes marked "WITHDRAWAL" shall be opened and read out, and the corresponding Bid shall not be opened but shall be returned to the contractor. A request for withdrawal shall be rejected if the corresponding notice of withdrawal is not accompanied by documents proving that its signatory is the contractor's lawful representative or if such notice is not read out at the Technical Proposal opening ceremony. In such case, the Technical Proposal shall still be opened in accordance with ITB Sub-Clause 21.5.

21.3. Next, envelopes marked "SUBSTITUTE TECHNICAL PROPOSAL" shall be opened and read out and shall replace the corresponding Technical Proposal being substituted. The substituted Technical Proposal shall not be opened but shall be returned to the contractor. A request for substitution shall be rejected if the corresponding notice of substitution is not accompanied by documents proving that its signatory is the contractor's lawful representative or if such notice is not read out at the Technical Proposal opening ceremony. In such case, the substituted Technical Proposal shall still be opened in accordance with ITB Sub-Clause 21.5.

21.4. Next, envelopes marked "MODIFIED TECHNICAL PROPOSAL" shall be opened and read out together with the corresponding Technical Proposal. A request for modification shall be rejected if the corresponding notice of modification is not accompanied by documents proving that its signatory is the contractor's lawful representative or if such notice is not read out at the Technical Proposal opening ceremony.

21.5. All technical proposals shall be opened in alphabetical order of contractors' names and according to the following steps:

a) Check the seal;

b) Open the original Technical Proposal, modified Technical Proposal (if any), substitute Technical Proposal (if any) and read aloud and clearly at least the following information: name of contractor, number of original documents, copies, validity period of the Technical Proposal, contract implementation time and other information that the Employer finds necessary. Only Technical Proposals that are read during the Technical Proposal Opening

	<p>Ceremony will continue to be considered and evaluated;</p> <p>c) The representative of the Employer must sign the original bid in the Technical Proposal, the authorizing letter of the contractor's legal representative (if any), and the joint venture agreement (if any). The employer is not allowed to reject any bid when opening the Technical Proposal, except for late bids as prescribed in ITB Section 19;</p> <p>d) The Employer and the contractors attending the Technical Proposal opening ceremony shall seal the outer envelopes marked "FINANCIAL PROPOSAL", "MODIFIED FINANCIAL PROPOSAL", and "SUBSTITUTE FINANCIAL PROPOSAL". The sealing method shall be agreed upon by the Employer and the contractors attending the ceremony, and the signatures of their representatives shall be affixed for sealing purposes. After sealing, the Employer shall be responsible for preserving these envelopes in accordance with the regulations on confidential document management until the opening of the Financial Proposal, as prescribed in ITB Section 23.</p> <p>21.6. The Employer shall prepare minutes of the Technical Proposal opening, including the information specified in Points b and c of ITB Sub-Clause 21.5. The minutes shall be signed by the representatives of the Employer and the contractors attending the Technical Proposal opening ceremony. The absence of a contractor's signature shall not invalidate the minutes. The minutes shall be sent to all participating contractors and posted on the National Bidding Network System within twenty-four (24) hours from the time of bid opening.</p>
<p><b>22. Evaluation of Technical Proposal</b></p>	<p>22.1. The Employer shall use the evaluation criteria specified in this Section and the evaluation method specified in the BDS. No other evaluation criteria or evaluation methods shall be permitted.</p> <p>22.2. Examination and evaluation of the validity of Technical Proposals:</p> <p>a) The Examination and evaluation of the validity of the technical proposal will be done in accordance with Section 1 of Chapter III - Bid evaluation criteria;</p> <p>b) Only valid technical proposals shall be further considered in the technical evaluation.</p> <p>22.3. Technical Evaluation:</p> <p>a) The technical evaluation shall be carried out according to evaluation criteria specified in Section 2 of Chapter III - Bid evaluation criteria;</p> <p>b) The contractor whose Technical Proposal is determined to be responsive, or the contractor achieving the highest technical score (where the quality-based evaluation method is applied), shall have its Financial Proposal</p>

	<p>considered in accordance with Sections 3 and 4 of Chapter III – Bid Evaluation Criteria.</p> <p>22.4. A written approval of the list of contractors whose Technical Proposals are determined to be responsive, or of the contractor achieving the highest technical score (where the quality-based evaluation method is applied), shall be issued. The Employer shall notify all contractors of the list of contractors whose Technical Proposals are determined to be responsive, or of the contractor achieving the highest technical score (where the quality-based evaluation method is applied), and shall notify them of the date, time, and place for the opening of the Financial Proposals and invite them to attend.</p>
<p><b>23. Opening of Financial Proposal</b></p>	<p>23.1. The opening of Financial Proposals shall be conducted publicly at the date, time, and place specified in the written notice sent to the contractors whose Technical Proposals have been determined to be responsive, in the presence of representatives of contractors and relevant competent authorities. The opening of Financial Proposals shall be conducted regardless of whether representatives of the contractors whose Technical Proposals have been determined to be responsive are present.</p> <p>23.2. At the Financial Proposal opening, the Employer shall read out the written approval of the list of contractors whose Technical Proposals have been determined to be responsive and examine the seals of the envelopes marked “FINANCIAL PROPOSAL”, “MODIFIED FINANCIAL PROPOSAL”, or “SUBSTITUTE FINANCIAL PROPOSAL”.</p> <p>23.3. Envelopes marked “SUBSTITUTE FINANCIAL PROPOSAL” shall be opened and read out and shall replace the corresponding Financial Proposal being substituted. The substituted Financial Proposal shall not be opened but shall be returned to the contractor. A request for substitution shall be rejected if the corresponding notice of substitution is not accompanied by documents proving that its signatory is the contractor's lawful representative or if such notice is not read out at the Financial Proposal opening ceremony. In such case, the substituted Financial Proposal shall still be opened in accordance with ITB Sub-Clause 23.5.</p> <p>23.4. Next, envelopes marked “MODIFIED FINANCIAL PROPOSAL” shall be opened and read out together with the corresponding Financial Proposal. A request for modification shall be rejected if the corresponding notice of modification is not accompanied by documents proving that its signatory is the contractor's lawful representative or if such notice is not read out at the Financial Proposal opening ceremony.</p> <p>23.5. Financial Proposals shall be opened in alphabetical order of the names of the contractors whose Technical Proposals have been determined to be responsive, in accordance with the following procedures:</p> <p>a) Check the seal;</p>

	<p>b) Read technical scores of bids that are evaluated to meet technical requirements;</p> <p>c) Open the original Financial Proposal, the modified Financial Proposal (if any), and the substitute Financial Proposal (if any), and clearly read out at least the following information: the contractor's name, the number of originals and copies of the Financial Proposal, the validity period of the Financial Proposal, the bid price stated in the Application for bidding of Financial Proposal, the bid price stated in the cost summary, any discounts offered, the technical score achieved by the Bid, and any other information that the Employer considers appropriate. Only Financial Proposals and discounts that are opened and read out during the Financial Proposal opening ceremony shall be considered for further evaluation;</p> <p>d) All pages of the original Financial Proposal shall be initialed by the Employer's representative. The Employer shall not reject any Financial Proposal of the contractors whose Technical Proposals have been determined to be responsive during the Financial Proposal opening.</p> <p>23.6. The Employer shall prepare minutes of the Financial Proposal opening, including the information specified in ITB Sub-Clauses 23.2, 23.3, and 23.4, and Points b of ITB Sub-Clause 23.5. The minutes shall be signed by the representatives of the Employer and the contractors attending the Financial Proposal opening ceremony. The minutes shall be sent to all contractors that satisfy the technical requirements and shall be posted on the National Bidding Network System within twenty-four (24) hours from the time of bid opening.</p>
<p><b>24. Evaluation of Financial Proposals and Ranking of Contractors</b></p>	<p>24.1. The Employer shall use the evaluation criteria specified in this Section and the evaluation method specified in ITB Section 22. No other evaluation criteria or evaluation methods shall be permitted.</p> <p>24.2. Examination and evaluation of the validity of Financial Proposals:</p> <p>a) The examination and evaluation of the validity of the financial proposal will be done in accordance with Section 3 Chapter III - Bid evaluation criteria;</p> <p>b) Only contractors with valid Financial Proposals shall be further considered for the detailed evaluation of Financial Proposals and ranking.</p> <p>24.3. Detailed evaluation of Financial Proposals and ranking of contractors:</p> <p>a) The detailed evaluation of Financial Proposals shall be conducted in accordance with Section 4 of Chapter III – Bid Evaluation Criteria;</p> <p>b) The Expert Team shall prepare the Bid Evaluation Report and submit it to the Employer for consideration in accordance with Clause 5, Article 32 of Decree No. 214/2025/NĐ-CP. The Employer is not required to approve the ranking list of bidders. Where contract negotiation is applicable, the Employer shall invite the first-ranked</p>

	bidder to negotiate the contract in accordance with Article 45 of Decree No. 214/2025/NĐ-CP.
<b>25. Confidentiality</b>	<p>25.1. Information relating to the evaluation of Bids and the recommendation for contract award shall be kept confidential and shall not be disclosed to contractors or any other persons not officially concerned with such process until the contractor selection result is published. The provision of information contained in one contractor's Bid to another contractor shall be prohibited in all circumstances, except for the information disclosed in the minutes of the Technical Proposal opening or the Financial Proposal opening.</p> <p>25.2. Except for Bid clarifications as prescribed in ITB Section 26 and contract negotiations, contractors shall not contact the Employer regarding any matter related to their Bids or the Bidding Package from the time of bid opening until the publication of the contractor selection result.</p>
<b>26. Clarification of Bids</b>	<p>26.1. After the opening of the Technical Proposals and Financial Proposals, contractors shall be responsible for clarifying their Technical Proposals and Financial Proposals at the request of the Employer. If a contractor's Bid lacks documents relating to eligibility, similar contracts, tax declaration and payment obligations, or documents concerning specific personnel proposed in the Bid, the Employer shall request the contractor to provide clarification and supplementary documents. If, after bid closing, a contractor discovers that its Bid lacks documents relating to eligibility, similar contracts, tax declaration and payment obligations, or documents concerning specific personnel proposed in the Bid, the contractor may submit the missing documents to the Employer. The Employer shall be responsible for receiving and reviewing supplementary and clarification documents submitted by the contractor. Such supplementary and clarification documents shall form an integral part of the Bid. With respect to eligibility requirements, the clarification shall not alter the identity or legal status of the participating contractor. With respect to the validity of the Bid (except for eligibility requirements), the Technical Proposal and the Financial Proposal, the clarification shall not alter the fundamental contents of the submitted Bid or change the bid price. The contractor shall notify the Employer of its receipt of a written request for clarification of the Bid by one of the following methods: direct delivery, post, fax, or email.</p> <p>26.2. The Employer's request for clarification and the contractor's response shall be made in writing. Any clarification not submitted in response to a request from the Employer shall not be considered, except for the cases specified in ITB Sub-Clause 26.3.</p> <p>26.3. Clarification of Bids shall only take place between the Employer and the contractors whose Bids require clarification. All clarifications shall be made in writing and retained by the Employer as part of the Bid documents. For clarifications that directly affect the assessment of eligibility, technical compliance, or</p>

	<p>financial status, if the contractor fails to provide clarification within the prescribed time limit, or if the clarification provided does not satisfy the Employer's requirements, the Employer shall evaluate the contractor's Bid based on the Bid submitted before the bid submission deadline. The Employer shall allow contractors a reasonable period of time to clarify their Bids.</p> <p>26.4. Where necessary, the Employer may request the contractor that is likely to be awarded the contract to attend a direct meeting. Any clarification of the Bid shall be recorded in writing. The clarification process shall ensure objectivity and transparency.</p> <p>26.5. Where there is doubt regarding the authenticity of documents provided by a contractor, the Employer shall conduct verification with the relevant organizations and individuals concerned.</p>
<p><b>27. Correcting Deviations for Time-Based Contract</b></p>	<p>27.1. Deviation correction shall not apply to lump-sum contracts, fixed unit price contracts, or adjustable unit price contracts. The bid price proposed by the contractor in the Application for bidding of Financial Proposal shall be deemed to include all costs necessary for carrying out the Bidding Package in accordance with the scope of work specified in the Bidding Documents.</p> <p>27.2. For time-based contracts, where there is any discrepancy between the Technical Proposal and the Financial Proposal regarding the number of personnel assigned to the Bidding Package, the number of working days, or the quantities under each cost item, the quantities specified in the Technical Proposal shall prevail, except for salaries and the quantities of other input factors proposed in the Technical Proposal and the Financial Proposal. Deviation correction in such case shall be made based on the quantities and volumes specified in the Technical Proposal and the unit prices stated in the Financial Proposal.</p>
<p><b>28. Preferences in Contractor Selection</b></p>	<p>28.1. The subjects eligible for preferences and the method for calculating preferences shall be specified in the BDS.</p> <p>28.2. After evaluation, if two or more contractors are equally ranked as the best-ranked contractors, the following criteria shall be applied in the order below to select the successful contractor:</p> <ul style="list-style-type: none"> <li>a) Preference shall be given to small and medium-sized enterprises owned by women in accordance with the Law on Support for Small and Medium-sized Enterprises (if any);</li> <li>b) Preference shall be given to the contractor with a higher technical score; for bidding packages applying the quality-and-cost-based method, preference shall be given to the contractor whose evaluated bid price, after error correction, deviation adjustment, and deduction of discounts (if any), is lower;</li> <li>c) Preference shall be given to the contractor whose headquarters is located in the locality where the Bidding</li> </ul>

	<p>Package is implemented;</p> <p>d) Preference shall be given to a contractor that satisfies both of the following conditions: its employees are war invalids or persons with disabilities, and they have labor contracts with a minimum term of three (03) months that remain valid on the bid submission deadline;</p> <p>dd) Preference shall be given to a contractor that satisfies both of the following conditions: its employees are ethnic minorities, and they have labor contracts with a minimum term of three (03) months that remain valid on the bid submission deadline;</p> <p>e) Preference shall be given to a contractor that satisfies both of the following conditions: its employees are female, and they have labor contracts with a minimum term of three (03) months that remain valid on the bid submission deadline;</p> <p>g) These contractors shall be allowed to submit revised bid prices to determine the contractor with the lowest bid price. Contractors shall not offer a price higher than their previously offered price (after any error correction, deviation adjustment, or discounts). The re-submission of bid prices shall comply with Points a, Clause 8, Article 140 of Decree No. 214/2025/ND-CP.</p> <p>28.3. If eligible for preferences as prescribed in ITB Section 28.1, the contractor shall attach supporting documents to its Technical Proposal.</p>
<p><b>29. Subcontractor</b></p>	<p>29.1. A Subcontractor is an organization or individual that signs a contract with a contractor to perform one or more work items of a Bidding Package. The contractor shall declare its Subcontractors and the work items assigned to them in accordance with Form No. 10 of Chapter IV. If a Subcontractor has not been identified at the time of bidding, the contractor shall declare the work items expected to be assigned to a Subcontractor.</p> <p>29.2. The use of Subcontractors shall not relieve the contractor of its responsibilities. The contractor shall remain fully responsible for the scope of work, quality, progress, and all other obligations relating to the work performed by the Subcontractors. The capacity and experience of Subcontractors shall not be taken into account in the evaluation of the contractor's Bid. The contractor itself shall satisfy the capacity and experience requirements, without considering the capacity and experience of any Subcontractor. The contractor may enter into contracts with the Subcontractors listed in its Bid or with Subcontractors approved by the Employer for participation in contract implementation.</p> <p>29.3. The contractor may only engage Subcontractors to perform work whose total value does not exceed the percentage (%) of the contractor's bid price specified in the <b>BDS</b>. In the case of a joint venture, each joint venture</p>

	<p>member may only engage Subcontractors within the percentage specified in this Section, calculated based on the value of the work assigned to that member under the Joint Venture Agreement.</p> <p>29.4. Contractors committing acts of illegal transfer of awarded contracts as prescribed in Clause 8, Article 16 of the Law on Bidding shall be prohibited from participating in bidding activities in accordance with Points b, Clause 1, Article 133 of Decree No. 214/2025/ND-CP.</p> <p>29.5. The contractor shall not engage any Subcontractor that has participated in providing consulting services for the same Bidding Package, including: preparation and appraisal of the Bidding Documents; bid evaluation; appraisal of contractor selection results; project management consultancy, contract management, and other consultancy services directly related to the Bidding Package.</p>
<p><b>30. Contract Negotiation</b></p>	<p>30.1. Contract negotiation shall be conducted on the basis of the following:</p> <ul style="list-style-type: none"> <li>a) The bid evaluation report;</li> <li>b) The Bid and any clarifications thereof (if any);</li> <li>c) The Bidding Documents, including the General Conditions of Contract, the Special Conditions of Contract, and any documents clarifying or amending the Bidding Documents (if any).</li> </ul> <p>30.2. Contents of contract negotiation:</p> <ul style="list-style-type: none"> <li>a) Contract negotiation shall include discussions on the Terms of Reference, the proposed methodology, and the Special Conditions of Contract, provided that such discussions do not substantially alter the original scope of services under the Terms of Reference or the terms of the contract;</li> <li>b) Work plan and personnel;</li> <li>c) Implementation schedule;</li> <li>d) Personnel substitution (if any);</li> <li>dd) Working conditions;</li> <li>e) Negotiation of consulting service fees, which shall meet the requirements of the Bidding Package and practical conditions, including clarification of the contractor's tax obligations in accordance with Vietnam's tax regulations (if any), tax payment methods (whether the contractor directly pays the taxes or the Employer withholds an amount equivalent to the tax value for payment on behalf of the contractor in accordance with applicable laws), the tax amount, and other tax-related matters, all of which shall be specified in the contract;</li> <li>g) Negotiation of issues arising during the contractor selection process (if any) for the purpose of finalizing the</li> </ul>

	<p>details of the contract;</p> <p>h) Negotiation of other relevant contents, as appropriate.</p> <p>The substitution of personnel proposed in the Bid during contract negotiations shall not be permitted, unless such substitution results from an extended bid evaluation period or a force majeure event preventing the proposed key expert(s) from participating in contract implementation. In such case, the contractor shall propose a replacement key expert with qualifications and experience equivalent to or better than those of the originally proposed candidate, while keeping the bid price unchanged.</p> <p>30.3. During contract negotiations, the parties shall finalize the draft contract, the SCC, and the contract appendices.</p> <p>30.4. If the negotiations fail, the Employer shall decide whether to invite the next-ranked contractor for contract negotiations. If the negotiations with the next-ranked contractor are also unsuccessful, the Employer shall decide to cancel the bidding process in accordance with Points a of ITB Section 32.1.</p> <p>30.5. If a contractor cannot attend the negotiations due to a force majeure event, the Employer may consider conducting the negotiations online.</p>
<p><b>31. Qualification of Contractor</b></p>	<p>A contractor may be considered successful and selected if it satisfies all of the following conditions:</p> <p>31.1. Its Technical Proposal and Financial Proposal are considered substantially responsive in accordance with Section 1 and Section 3 of Chapter III – Bid Evaluation Criteria.</p> <p>31.2. Its Technical Proposal meets the requirements set out in Section 2 of Chapter III – Bid Evaluation Criteria.</p> <p>31.3. It has the lowest evaluated bid price under the lowest-price method; the highest technical score under the quality-based selection method or the technical-based method; or the highest combined score under the quality-and-cost-based selection method.</p> <p>31.4. Its proposed contract award price does not exceed the approved budget for the Bidding Package used as the basis for approval of the contractor selection result, as specified in the <b>BDS</b>.</p>
<p><b>32. Canceling of the Bidding Process</b></p>	<p>32.1. The bidding process shall be cancelled in the following cases:</p> <p>a) All received bids are considered substantially non-responsive to the Bidding Documents;</p> <p>b) Changes to the investment objectives and scope specified in the approved investment decision occur due to the reorganization of administrative units, restructuring of the state apparatus, or other force majeure events, resulting in changes to the workload and evaluation criteria specified in the Bidding Documents;</p>

	<p>c) The Bidding Documents do not comply with the Law on Bidding or other relevant laws, resulting in the disqualification of the contractor that has been considered successful;</p> <p>d) Organizations or individuals other than the successful contractor commit prohibited acts specified in Article 16 of the Law on Bidding, leading to an incorrect contractor selection result;</p> <p>32.2. Any organization or individual that commits a violation of the Law on Bidding, resulting in the cancellation of the bidding process as prescribed in Points c and d of ITB Section 32.1, shall compensate relevant parties and shall be subject to penalties in accordance with applicable laws.</p>
<p><b>33. Notification of Contractor Selection Result</b></p>	<p>33.1. After the decision approving the contractor selection result has been issued, the Employer shall publish the contractor selection result on the System within five (05) working days from the date on which the Employer approves the contractor selection result. The following information shall be published:</p> <p>a) Information about the Bidding Package:</p> <ul style="list-style-type: none"> <li>- Invitation to Bid number;</li> <li>- Name of the Bidding Package;</li> <li>- Bidding Package price or approved cost estimate (if any);</li> <li>- Name of the Employer;</li> <li>- Contractor selection method;</li> <li>- Type of contract;</li> <li>- Duration for implementation of the Bidding Package.</li> </ul> <p>b) Information on the successful contractor:</p> <ul style="list-style-type: none"> <li>- Tax identification number;</li> <li>- Name of the contractor;</li> <li>- Bid price;</li> <li>- Bid price after discount (if any);</li> <li>- Technical score;</li> <li>- Contract award price;</li> <li>- Duration for implementation of the Bidding Package;</li> <li>- Contract implementation period.</li> </ul>

	<p>c) List of unsuccessful contractors and a summary of the reasons for non-selection for each contractor.</p> <p>33.2. If a contractor requests an explanation of the specific reasons for not being selected, it may submit a request through the System or meet directly with the Employer. The Employer shall respond to the contractor's request within two (02) working days from the date of receipt of such request.</p> <p>33.3. In the event of cancellation of the bidding process in accordance with Points a of ITB Section 32.1, the notice of contractor selection results shall clearly state the reason for such cancellation.</p>
<b>34. Optional Additional Procurement</b>	<p>Before the expiration of the contract, the Employer may agree with the contractor to procure an additional volume of services under the Bidding Package, in addition to the volume specified in Chapter V, provided that such additional volume does not exceed the percentage specified in the BDS and complies with Clause 8, Article 39 of the Law on Bidding. The additional services procured must be similar to the services specified in the signed contract and must have an applicable unit price. This additional volume of services shall not be used for the evaluation of the contractor's capacity and experience. For joint venture contractors, the allocation of responsibilities for performing the additional volume under the optional additional procurement shall be carried out in proportion to the work allocation specified in the signed contract, unless otherwise agreed by the parties.</p>
<b>35. Notification of Bid Acceptance and Contract Award</b>	<p>After posting the notice of contractor selection result, the Employer shall send a notification of bid acceptance and contract award through the System and send the notice of contractor selection result to the selected contractor via the contractor's registered email address. The notification shall specify the deadline for completion of contract finalization procedures and contract signing for the successful contractor. The notification of bid acceptance and contract award shall form an integral part of the contract documents. If the successful contractor fails to complete the contract finalization procedures and sign the contract within the period specified in the notification of bid acceptance and contract award, the contractor shall be disqualified. The period specified in the notification of bid acceptance shall be calculated from the date on which the Employer sends such notification to the successful contractor through the System.</p>
<b>36. Completion and Signing of Contract</b>	<p>36.1. The contract to be signed shall be completed on the basis of the following documents:</p> <ul style="list-style-type: none"> <li>a) The draft contract;</li> <li>b) Contents agreed upon between the Employer and the successful contractor;</li> <li>c) The approved contractor selection result;</li> <li>d) The record of contract negotiation;</li> </ul>

	<p>dd) Contents of the bid and any clarifications thereof provided by the successful contractor;</p> <p>e) Requirements laid down in Bidding Documents and clarifications. (if any)</p> <p>36.2. After receiving the notice of the bid award, within the time limit specified in the <b>BDS</b>, the parties shall complete and sign the contract. Upon expiration of the above time limit, if the Employer does not receive the contractor's written acceptance or the contractor refuses to complete and sign the contract, the Employer shall report to the competent authority for consideration and decision on cancellation of the contractor selection result and selection of the next ranked contractor for contract negotiation in accordance with the provisions of Section 30 of ITB. In such case, the contractor shall be required by the Employer to extend the validity of the bid, if necessary.</p> <p>36.3. If the successful contractor refuses to complete and sign the contract without a legitimate reason, the Employer shall publish information regarding the violating contractor on the national e-procurement system for Employers to evaluate the contractor's reputation in subsequent bidding participation.</p> <p>36.4. After the contract is finalized, it shall be signed by the Employer and the successful contractor. At the time of contract signing, the bid of the successful contractor must remain valid.</p>
<p><b>37. Bidding related complaints</b></p>	<p>37.1. For bidding packages within the scope of the Law on Bidding:</p> <p>a) When their legitimate rights and interests are affected, contractors, agencies, and organizations may submit petitions to the Complaint Resolution Council, the competent authority, and the Employer for review of issues in the contractor selection process and the contractor selection results, as stipulated in Article 89 of the Law on Bidding and Articles 137, 138, and 139 of Decree No. 214/2025/ND-CP.</p> <p>b) If a complaint is submitted to the Employer, the bidder, agency, or organization shall submit the complaint directly through the System. If a complaint is submitted to the Complaint Resolution Council or the competent authority, the bidder shall submit the complaint to the address specified in the <b>BDS</b>. For matters falling within the scope of the Law on Bidding, complaint resolution shall be carried out in accordance with the provisions specified in the <b>BDS</b>.</p>

## Chapter II. BIDDING DATA SHEET (BDS)

<b>ITB 1.1</b>	Name of the Employer: Hai phong Department of Construction.
<b>ITB 1.2</b>	<p>Name of the bidding package: Bidding Package No. 03: Consulting services for the preparation of the General Planning of Hai Phong City until 2050, with a vision to 2075.</p> <p>Name of the procurement cost estimation: Preparation of the General Planning of Hai Phong City until 2050, with a vision to 2075.</p>
<b>ITB 3</b>	Source of funds: City budget.
<b>ITB 5.1</b>	<p>Competition assurance in bidding shall comply with the following provisions:</p> <ul style="list-style-type: none"> <li>- Contractors participating in the bidding shall not hold shares or capital contributions exceeding 30% with the Employer: Hai Phong Department of Construction, address: Buildings F &amp; G, Hai Phong City Political - Administrative Center, Thuy Nguyen Ward, Hai Phong City.</li> <li>+ In case the contractor and the Employer are parent companies, subsidiaries, or affiliated companies within the same state-owned corporation or group, they may bid for each other's packages provided that the goods and services of such package fall within the main business lines of that state-owned corporation or group.</li> <li>+ In case the contractor is a public sector entity, it must not belong to the same agency or organization directly managing the Employer, except in the following cases: <ul style="list-style-type: none"> <li>(i) the contractor is a public sector entity under a state management authority whose functions and duties are consistent with the nature of the bidding package of that authority; or</li> <li>(ii) both the contractor and the Employer are public sector entities under the same direct managing agency..</li> </ul> </li> <li>+ Public sector entities and enterprises under the same direct managing agency, when participating in each other's bidding packages, are not required to satisfy the requirements on legal independence and financial independence between contractor and Employer.</li> <li>- Contractors must not have shareholding or capital contribution relationships with consulting contractors; nor shall any organization or individual hold more than 20% of capital in both parties. Details are as follows: <ul style="list-style-type: none"> <li>+ Consulting on preparation of the Bidding Documents: Haiphong Construction Design and</li> </ul> </li> </ul>

	<p>Consultant Joint Stock Company, address: No. 36 Ly Tu Trong Street, Hong Bang Ward, Hai Phong City;</p> <p>+ Bid evaluation consultancy: Haiphong Construction Design and Consultant Joint Stock Company, address: No. 36 Ly Tu Trong Street, Hong Bang Ward, Hai Phong City;</p> <p>Contractors participating in the bidding must not belong to the same agency or organization that directly manages the above-mentioned consulting contractor(mentioned above)<sup>1</sup>.</p> <p>The shareholding and capital contribution ratios between parties shall be determined at the deadline for submission of bids and based on the ratios stated in the enterprise registration certificate, establishment decision, or equivalent legal documents.</p> <p>In case the contractor participates in the bidding as a joint venture, or the consulting contractor is selected as a joint venture, the capital ownership ratio of other organizations and individuals in the joint venture shall be determined according to the following formula:</p> $\text{Capital ownership ratio} = \sum_{i=1}^n X_i \times Y_i$ <p>In which:</p> <p>Xi: Capital ownership ratio of other organizations and individuals in joint venture member i;</p> <p>Yi: Percentage (%) of workload of joint venture member i under the joint venture agreement;</p> <p>n: Number of members participating in the joint venture.</p>
<b>ITB 7.3</b>	Pre-bidding meeting: No.
<b>ITB 8</b>	Cost of purchasing electronic Bidding Documents: 10.000.000 VND.
<b>ITB 9</b>	<p>Language of use: The Contractor may choose Vietnamese or bilingual format (Vietnamese and English). In case the Contractor submits the bid documents in both languages, if there is any discrepancy between the Vietnamese version and the English version, the Vietnamese version shall prevail.</p> <p>Where the Bidding Documents are prepared in both English and Vietnamese, in case of any inconsistency between the two versions, the Vietnamese version shall prevail.</p>

<sup>1</sup> Only evaluate this content for contractors who are public sector entities.

	<p>Supporting documents in the bid may be prepared in a language other than English; however, they must be accompanied by translations into Vietnamese. In case of absence of translation, the Employer may request the contractor to provide additional translated copies (if necessary).</p>
<p><b>ITB 10.3</b></p>	<p>The Contractor must submit the following documents together with the bid:</p> <ul style="list-style-type: none"> <li>a. Enterprise Registration Certificate, Investment Certificate, or Establishment Decision (for organizations not registered as enterprises), or Establishment License, or Business Registration Certificate issued by the country where the foreign contractor holds nationality or where the contractor is currently implementing a project.</li> <li>b. Documents evidencing fulfillment of tax declaration obligations and payment of corporate income tax for the fiscal year 2025, including: tax declaration (or tax authority’s payment notice for business households) and payment receipts with confirmation from the tax authority printed from the Electronic Tax System; or tax declaration (or tax authority’s payment notice for business households) together with confirmation from the tax authority on completion of tax obligations.</li> <li>c. Similar contracts: Contracts and documents proving completion (such as acceptance minutes for completed work or handover records of documents or contract liquidation/termination minutes or financial invoices or confirmation letters from the Employer, or approval decisions), and other supporting documents evidencing contracts of similar nature and relevance.</li> <li>d. Key personnel: Diplomas, certificates, and documents proving qualifications and experience (including documents proving performance of similar work; documents evidencing similar nature of assignments and documents showing the names of personnel corresponding to the positions held in one of the following: contracts or acceptance minutes or confirmation letters from the Employer or competent authority, or documents/project deliverables stamped by the Employer or competent authority), as well as documents proving the ability to mobilize key personnel (citizen identification card or legally equivalent documents; labor contracts or expert service contracts/subcontracts, or commitment letters to participate in the package with personnel confirmation).</li> <li>dd. Other documents (if any): If the Contractor is eligible for incentives specified in Section 28, Chapter I, supporting documents must be submitted.</li> </ul> <p>The above documents must be originals or notarized copies, certified copies, or consular legalized</p>

	copies in accordance with Vietnamese law. In case of a joint venture, each member of the joint venture must provide all the above documents together with the joint venture agreement in Form No. 3, Chapter IV.
<b>ITB 12.2</b>	Analysis of expert remuneration costs: The Contractor is not required to provide an analysis of expert remuneration costs in accordance with Form No. 12A of Chapter IV.
<b>ITB 13.1</b>	Bidding currency: Vietnamese Dong (VND).
<b>ITB 14.3</b>	Working hours of key personnel: Not specified.
<b>ITB 15.1</b>	Validity period of the Technical Proposal and Financial Proposal: $\geq$ 120 days from the deadline for submission of bids.
<b>ITB 16.1</b>	The Technical Proposal and Financial Proposal to be submitted shall consist of: 03 copies and 01 USB containing the data of both the Technical Proposal and Financial Proposal. In case of modification or substitution of the Technical Proposal or Financial Proposal, the Contractor must resubmit the latest version in the same number of copies for both proposals.
<b>ITB 18.1</b>	<p>1. Address of the Employer (to receive bids):  Recipient: Hai phong department of construction  - Address: Building F &amp; building G, Hai Phong City Political - Administrative Center, Thuy Nguyen Ward, Hai Phong City  - Postal code: 04344  - Country: Vietnam.</p> <p>2. Deadline for submission of bids is: time: 09:00, dated on 22/07/2026</p>
<b>ITB 21.1</b>	<p>The opening of Technical Proposals will be conducted publicly at: 09:30, dated on 22/07/2026, at the bid opening venue at the following address:</p> <p>- Address: Building F &amp; building G, Hai Phong City Political - Administrative Center, Thuy Nguyen Ward, Hai Phong City  - Country: Vietnam</p>
<b>ITB 22.1</b>	<p>The bid evaluation method is as follows:</p> <p>Technical evaluation: Scoring</p>

	Price evaluation: Method combining technique and price.
<b>ITB 24.4</b>	Bidder ranking: The bidder with the highest total score shall be ranked first.
<b>ITB 28.1</b>	<p>Subjects eligible for incentives: Contractors are entitled to incentives when domestic contractors participate in the bidding independently or in joint venture with other domestic contractors; or when foreign contractors form a joint venture with domestic contractors or engage domestic subcontractors, provided that the domestic contractor undertakes 25% or more of the total work value of the bidding package.</p> <p>Method of calculating incentives: When evaluating and ranking contractors, the total score of eligible contractors shall be adjusted according to the following formula:</p> $D_{THSS(X)} = D_{TH(X)} + D_{TH(X)} \times 7,5\%$ <p>Where:</p> <ul style="list-style-type: none"> <li>- <math>D_{THSS(X)}</math>: Adjusted total score of Contractor X (eligible for incentives);</li> <li>- <math>D_{TH(X)}</math>: Total score of Contractor X.</li> </ul>
<b>ITB 29.3</b>	The value of all items to be subcontracted: maximum 30,00% of the bid price.
<b>ITB 31.4</b>	Bidding package price as a basis for awarding bid approval: Include contingencies determined for risks associated with quantities and price escalation which may occur during the contract execution in proportion to the risk management liability to be undertaken by the contractor; In case the consulting package is simple, the contract implementation period is short, and there are no risks or price fluctuations, the costs for risk contingencies and price escalation shall be calculated as zero (VND).
<b>ITB 34</b>	Optional additional purchase: Not applicable.
<b>ITB 36.2</b>	The parties shall proceed to finalize and sign the contract within a maximum of 10 days from the date of receipt of the notice of bid award.
<b>ITB 37</b>	<ul style="list-style-type: none"> <li>- Address of authorized person: Chairman of the People's Committee of Hai Phong city, address: Building B, City Political - Administrative Center, Thuy Nguyen Ward, Hai Phong City email: ubnd@haiphong.gov.vn; vpubnd@haiphong.gov.vn;</li> <li>- Address of the permanent department assisting the Advisory Council: Hai Phong Department of Finance, address: No. 06 Hong Bang Street, Hong Bang Ward, Hai Phong City, email: sotc.haiphong@haiphong.gov.vn.</li> </ul>

## CHAPTER III. BID EVALUATION CRITERIA

### Section 1. Verification and Evaluation of the Validity of the Technical Proposal

#### 1.1. Verification of the Validity of the Technical Proposal:

- a) Verification of the Number of Original and Photocopy Documents of the Technical Proposal;
- b) Verification of the Components of the Original Technical Proposal, including: Application for bidding of the Technical Proposal, Consortium Agreement (if applicable), Documents Proving the Validity of the Signatory (if applicable), Documents Proving the Eligibility, Documents Proving the Qualifications and Experience, Technical Proposal, and Other Components of the Technical Proposal as stipulated in Section 10 ITB;
- c) Verification of the Consistency between the Original and Photocopy Documents to Facilitate the Detailed Evaluation of the Technical Proposal.

#### 1.2 Evaluation of the Validity of the Technical Proposal:

The Technical Proposal of the bidder shall be considered valid if it meets all of the following requirements:

- a) An Original Technical Proposal is provided;
- b) The Application for bidding of Technical Proposal must be signed and sealed (if applicable) by the legal representative of the bidder, in accordance with the requirements of the Bidding Documents; the Application for bidding of Technical Proposal must be signed after the issuance date of the Bidding Documents; and it must not include any conditions that may disadvantage the employer. For joint ventures, the Application for bidding of Technical Proposal must be signed and sealed (if applicable) by the legal representative of each joint venture member, or by a designated representative of the joint venture authorized to sign the bid submission as per the responsibilities outlined in the joint venture agreement;
- c) Has fulfilled the tax declaration obligations and paid taxes.

In the event that the bid submission deadline occurs after the end of the bidder's fiscal year (Year Y) but before or on the last day of the third month following the end of Year Y, the requirement to have fulfilled the tax declaration obligations and paid taxes shall apply to the fiscal year prior to Year Y (Year Y-1) (*For example, if the bid submission deadline is on March 20, 2024, and the bidder's fiscal year runs from January 1 to December 31, the bidder must prove that it has fulfilled its tax declaration obligations and paid taxes for the fiscal year 2022*);

- d) The validity period of the Technical Proposal shall meet the requirements as specified in Section 15.1 ITB;

dd) The bidder's name does not appear in two or more Technical Proposals as the main contractor (either as an independent contractor or as a member of a joint venture);

e) In the case of a joint venture, the joint venture agreement must specify the detailed scope of work and the estimated corresponding value for each member of the joint venture. The work distribution among joint venture members must be based on the work items outlined in the terms of references and the technical proposal, and must not include work items outside of these specified categories;

g) The bidder guarantees its eligibility as stipulated in Section 5 ITB(2);

h) Within the 3 years preceding the bid submission deadline, the bidder has not had any personnel (at the time of their violation, under an employment contract with the bidder) who were convicted by a court for serious violations of bidding regulations under criminal law, for the purpose of that contractor winning the bid.

i) Not in a suspended or terminated status within the System.

k) Has sufficient operational capacity in accordance with the regulations of the relevant industry laws (if any).

The bidder with a valid Technical Proposal will be considered and evaluated in the subsequent steps.

## **Section 2. Technical Evaluation Criteria**

2.1 The technical evaluation of each Technical Proposal shall be conducted using a scoring method, with maximum points allocated to both general and detailed criteria. A minimum score shall be established for the general and detailed criteria related to the proposed solutions, methodologies, and key personnel. For the criteria relating to the Contractor's experience and capability, the requirement for defining or not defining a minimum score for such general criteria shall depend on the nature of the bidding package. The evaluation of similar contracts submitted by joint venture contractors shall be based on the scope of work undertaken by each joint venture member.

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<sup>2</sup> The bidder is a non-public sector entity established in accordance with the law and, when participating in the bidding, must satisfy the conditions specified in Section 5 ITB.

The technical evaluation criteria include the following:

No.	Criteria	Max Score	Detailed Scoring Scale	Min
1	<b>Experience and Capacity of the Bidder</b>	<b>15</b>		<b>10,5</b>
1.1	<p>The Contractor must have completed at least one similar contract within the past five (05) years (the points in time used to determine whether a contract is considered similar shall be based on the date of acceptance of completed work, from 2021 to the present) in the capacity of an independent contractor, joint venture member, or subcontractor. The Contractor must provide the contract, documents evidencing contract completion, and documents proving similarity.</p> <p>Similar characteristics are:</p> <p>+ Consultancy for the preparation of general master plans for cities under the approval authority of the Prime Minister in Viet Nam (<i>for joint-venture contractors, the combined experience of the consortium must meet this requirement</i>).</p> <p>+ Consultancy for the preparation of general master plans for urban areas under the approval authority of the Prime Minister in Viet Nam (<i>for joint-venture contractors, each member of the</i></p>	15	<ul style="list-style-type: none"> <li>- Each consultancy contract for the preparation of a general master plan for a city under the approval authority of the Prime Minister in Viet Nam shall be awarded 6 points, with a maximum of 2 contracts equivalent to 12 points;</li> <li>- Each consultancy contract for the preparation of a general master plan for an urban area under the approval authority of the Prime Minister in Viet Nam shall be awarded 1.5 points, with a maximum of 2 contracts equivalent to 3 points.</li> </ul>	

No.	Criteria	Max Score	Detailed Scoring Scale	Min
	<p><i>consortium must individually meet this requirement).</i></p> <p><i>In cases where the contractor has participated in a similar contract as a subcontractor, an additional document is required, namely the Employer's approval letter for the subcontractor (or equivalent supporting documents).</i></p>			
2	<p><b>The Contractor's reputation shall be assessed based on its participation in bidding processes and the results of contract performance.</b></p>	5		Not required
2.1	<p>The Contractor shall provide a commitment that it has not been determined to have breached its reputation in bidding participation in accordance with Clause 1, Article 20 of Decree No. 214/2025/ND-CP.</p> <p>The Contractor shall also commit that it has no contracts failing to meet requirements in terms of progress and quality, and has no contracts terminated or breached due to its fault.</p> <p><i>For joint ventures, each member must independently meet this requirement.</i></p> <p><i>Note: The contractor must make a truthful and accurate commitment. If the Employer discovers any dishonesty in the contractor's declarations, such behavior</i></p>	5	Based on the Contractor's commitment containing complete information and data on the Contractor's reputation in the national contractor database for evaluation: 5 points	

No.	Criteria	Max Score	Detailed Scoring Scale	Min
	<i>shall be considered fraudulent, and the contractor's bid shall be disqualified.</i>			
<b>3</b>	<b>Solution and Methodology</b>	<b>30</b>		<b>21</b>
<b>3.1</b>	<b>Clearly understand the objectives of the tender package</b>	<b>4</b>		
3.1.1	General understanding of the position, scope, scale, current status, and characteristics of the tender package as outlined in the Terms of Reference.	1	<ul style="list-style-type: none"> <li>- The Technical Proposal clearly and fully demonstrates a general understanding of the position, scope, scale, current status, and characteristics of the tender package as outlined in the Terms of Reference: maximum 1 points</li> <li>- No understanding of the position, scope, scale, current status, and characteristics of the tender package as outlined in the Terms of Reference: 0 points</li> </ul>	
3.1.2	General understanding of the development context of Hai Phong City and the planning context in compliance with the laws on Planning and Urban and Rural Planning	3	<ul style="list-style-type: none"> <li>- The Technical Proposal clearly and fully demonstrates a general understanding of the development context of Hai Phong City the planning context in compliance with the laws on Planning and Urban and Rural Planning: maximum 3 points</li> <li>- Missing or incomplete contents: 0 points</li> </ul>	
<b>3.2</b>	<b>Approach and Methodology</b>	<b>16</b>		

No.	Criteria	Max Score	Detailed Scoring Scale	Min
3.2.1	Presentation of proposed solutions and overall ideas for the General Planning of Hai Phong City	10	<ul style="list-style-type: none"> <li>- The technical proposal presents comprehensive proposed solutions and concepts that are fully consistent with the approved task: maximum 10 points;</li> <li>- The technical proposal is generally complete and consistent with the approved task: 3 points;</li> <li>- All other cases: 0 points.</li> </ul>	
3.2.2	The Technical Proposal includes all tasks specified in the Terms of Reference. The tasks are broken down into specific, complete, and logical assignments, with a clear allocation of tasks to each consultant expert	6	<ul style="list-style-type: none"> <li>- The technical proposal includes all work items specified in the Terms of Reference. The work items are comprehensively and logically divided into specific tasks, with clear assignment of responsibilities to each consulting expert: maximum 6 points;</li> <li>- The technical proposal includes all work items specified in the Terms of Reference. The work items are comprehensively and logically divided into specific tasks: 4 point;</li> <li>- The technical proposal includes all work items specified in the Terms of Reference. The work items are divided into specific tasks: 3 points;</li> <li>- The technical proposal includes all work items specified in the Terms of Reference: 2 points;</li> </ul>	

No.	Criteria	Max Score	Detailed Scoring Scale	Min
			- The technical proposal does not include all work items specified in the Terms of Reference: 0 points.	
3.3	<p><b>Improvement Initiatives</b></p> <p>The proposal should clearly outline how to effectively carry out the work, particularly for tasks with unique, specialized, or high-quality requirements in accordance with the Terms of Reference of the tender package.</p>	3	<p>- The proposal clearly outlines how to effectively carry out the work, especially for tasks with unique, specialized, or high-quality requirements in accordance with the Terms of Reference of the tender package: maximum 3 points</p> <p>- The proposal does not clearly outline or fails to propose how to effectively carry out the work, especially for tasks with unique, specialized, or high-quality requirements in accordance with the Terms of Reference of the tender package: 0 points</p>	
3.4	<p><b>Presentation</b></p> <p>The proposal is structured and presented in a logical, complete, and easy-to-follow manner, making it convincing</p>	1	<p>- The proposal is structured and presented in a logical, complete, and easy-to-follow manner, making it convincing: 1 points</p> <p>- Does not meet the requirements: 0 points</p>	
3.5	<p><b>Implementation Plan</b></p>	5		
3.5.1	<p>The implementation plan includes all tasks required to execute the tender package. Each specific task must be analyzed and</p>	2	<p>- The implementation plan includes all tasks required to execute the tender package. Each specific task is analyzed</p>	

No.	Criteria	Max Score	Detailed Scoring Scale	Min
	described in a complete, appropriate, and clear manner		<p>and described in a complete, appropriate, and clear manner: 2 points</p> <ul style="list-style-type: none"> <li>- The implementation plan includes all tasks required to execute the tender package: 1.4 points</li> <li>- The implementation plan does not include all tasks required to execute the tender package: 0 points</li> </ul>	
3.5.2	The implementation plan is in line with the methodology and proposed timeline, with a focus on shortening the execution time	2	<ul style="list-style-type: none"> <li>- The implementation plan aligns with the methodology and proposed timeline, with a focus on shortening the execution time: 2 points</li> <li>- The implementation plan aligns with the methodology and proposed timeline: 1.4 points</li> <li>- The implementation plan does not align with the methodology: 0 points</li> </ul>	
3.5.3	Tables describing the work implementation plan and the schedule for submitting reports	1	<ul style="list-style-type: none"> <li>- Has tables describing the work implementation plan: 0.5 points</li> <li>- Has tables describing the schedule for submitting reports: 0.5 points</li> </ul>	
3.6	<b>Personnel Allocation</b>	1		

No.	Criteria		Max Score	Detailed Scoring Scale	Min
3.6.1	The timing and duration of mobilizing consulting experts are aligned with the implementation plan		1	<ul style="list-style-type: none"> <li>- The timing and duration of mobilizing consulting experts are aligned with the implementation plan: 1 points</li> <li>- The timing and duration of mobilizing consulting experts are not aligned with the implementation plan: 0 points</li> </ul>	
4	<b>Key Personnel</b>		<b>50</b>		<b>35</b>
	<b>Position</b>	<b>Quantity</b>			
4.1	<b>Domestic Consulting Experts</b>	<b>9</b>	<b>30</b>	<p><b>Holds the position of Project Director or Lead Planner in urban and rural planning fields requiring a valid practicing certificate effective up to the bid submission deadline. The certificate must correspond to the field relevant to each personnel position in order to be considered for evaluation (excluding the fields of economics, GIS database development and mapping, and environmental impact assessment). Personnel shall be evaluated only if this requirement is satisfied.</b></p>	
4.1.1	<b>Project Director for Urban and Rural Planning</b>	<b>1</b>	<b>6</b>	<b>Possess a class I certificate in urban and rural planning or in urban construction planning design</b>	

No.	Criteria	Max Score	Detailed Scoring Scale	Min	
4.1.1.1	Degree: specialization in Architecture (excluding Interior Design, Interior Architecture, Landscape Architecture), Urban Planning, Transportation, Electrical Engineering, Water Supply, Drainage and Wastewater Treatment, Water Resources and Urban Technical Infrastructure, Urban Economics, or other relevant disciplines	0.5	<ul style="list-style-type: none"> <li>- Master's Degree: 0.5 points</li> <li>- University level: 0.25 points</li> <li>- Associate Degree, Vocational Training: 0 points</li> </ul>		
4.1.1.2	Has participated in the position of Project Director (Chief Planner) in general urban master planning projects under the approval authority of the Prime Minister in Viet Nam	5	<ul style="list-style-type: none"> <li>- 01 general master plan or adjustment of a city master plan: 5 points;</li> <li>- 02 general master plans or adjustments for urban areas under a province or cities under a city: 2.5 points;</li> <li>- 01 general master plan or adjustment for an urban area under a province or urban area under a city: 1.25 points;</li> <li>- Does not meet the above requirements: 0 points.</li> </ul>		
4.1.1.3	Work experience (calculated from the date of graduation to the bid submission deadline)	0.5	<ul style="list-style-type: none"> <li>- 15 years or more: 0.5 points</li> <li>- From 7 years to less than 15 years: 0.25 points</li> <li>- Less than 7 years: 0 points</li> </ul>		
4.1.2	Lead the urban and rural planning in the field of architecture.	1	3	Possess a class I certificate in urban and rural planning or in urban construction planning design	

No.	Criteria	Max Score	Detailed Scoring Scale	Min	
4.1.2.1	Degree: Specialization in Architecture (excluding Interior Design, Interior Architecture, and Landscape Architecture), Urban Planning, or other relevant disciplines.	0.5	<ul style="list-style-type: none"> <li>- Master's Degree: 0.5 points</li> <li>- University level: 0.25 points</li> <li>- Associate Degree, Vocational Training: 0 points</li> </ul>		
4.1.2.2	Has participated in the position of Project Director or lead architect/planner in the field of architecture or planning in general urban master planning projects under the approval authority of the Prime Minister in Viet Nam	2	<ul style="list-style-type: none"> <li>- 01 general master plan or adjustment of a city master plan: 2 points;</li> <li>- 02 general master plans or adjustments for urban areas under a province or cities under a city: 1 point;</li> <li>- 01 general master plan or adjustment for an urban area under a province or urban area under a city: 0.5 point;</li> <li>- Does not meet the above requirements: 0 points.</li> </ul>		
4.1.2.3	Work experience (calculated from the date of graduation to the bid submission deadline)	0.5	<ul style="list-style-type: none"> <li>- 15 years or more: 0.5 points</li> <li>- From 7 years to less than 15 years: 0.25 points</li> <li>- Less than 7 years: 0 points</li> </ul>		
4.1.3	<b>Chairperson for Urban and Rural Planning in the field of Transportation</b>	<b>1</b>	<b>3</b>	<b>Has a Class I practicing certificate in urban and rural planning, construction planning design, or design of road construction works (or railway works, or bridge and tunnel works)</b>	

No.	Criteria	Max Score	Detailed Scoring Scale	Min	
4.1.3.1	Degree: Specialization in Architecture (excluding Interior Design, Interior Architecture, and Landscape Architecture), Urban Planning, or other relevant disciplines..	0.5	<ul style="list-style-type: none"> <li>- Master's Degree: 0.5 points</li> <li>- University level: 0.25 points</li> <li>- Associate Degree, Vocational Training: 0 points</li> </ul>		
4.1.3.2	Has participated in the position of Project Director or lead specialist in the transport field in general urban master planning projects under the approval authority of the Prime Minister in Viet Nam	2	<ul style="list-style-type: none"> <li>- 01 general master plan or adjustment of a city master plan: 2 points;</li> <li>- 02 general master plans or adjustments for urban areas under a province or cities under a city: 1 point;</li> <li>- 01 general master plan or adjustment for an urban area under a province or urban area under a city: 0.5 point;</li> <li>- Does not meet the above requirements: 0 points.</li> </ul>		
4.1.3.3	Work experience (calculated from the date of graduation to the bid submission deadline)	0.5	<ul style="list-style-type: none"> <li>- 15 years or more: 0.5 pointss</li> <li>- From 7 years to less than 15 years: 0.25 points</li> <li>- Less than 7 years: 0 points</li> </ul>		
4.1.4	<b>Chairperson for Urban and Rural Planning in the field of Site Grading and Technical Preparation</b>	<b>1</b>	<b>3</b>	<b>Has a Class I practicing certificate in urban and rural planning, or construction planning design, or construction design for road works (or railway works, bridge and tunnel works, water supply and drainage</b>	

No.	Criteria		Max Score	Detailed Scoring Scale	Min
				<b>works, or building water supply and drainage systems).</b>	
4.1.4.1	Degree: Specialization in urban planning, transportation, urban technical infrastructure, or other relevant disciplines		0.5	<ul style="list-style-type: none"> <li>- Master's Degree: 0.5 points</li> <li>- University level: 0.25 points</li> <li>- Associate Degree, Vocational Training: 0 points</li> </ul>	
4.1.4.2	Has participated in the position of Project Director or lead specialist in land grading (site preparation) or technical preparation in general urban master planning projects under the approval authority of the Prime Minister in Viet Nam		2	<ul style="list-style-type: none"> <li>- 01 general master plan or adjustment of a city master plan: 2 points;</li> <li>- 02 general master plans or adjustments for urban areas under a province or cities under a city: 1 point;</li> <li>- 01 general master plan or adjustment for an urban area under a province or urban area under a city: 0.5 point;</li> <li>- Does not meet the above requirements: 0 points.</li> </ul>	
4.1.4.3	Work experience (calculated from the date of graduation to the bid submission deadline)		0.5	<ul style="list-style-type: none"> <li>- 15 years or more: 0.5 pointss</li> <li>- From 7 years to less than 15 years: 0.25 points</li> <li>- Less than 7 years: 0 points</li> </ul>	
4.1.5	<b>Chairperson in the field of Clean Water Supply, Wastewater Drainage, Solid</b>	<b>1</b>	<b>3</b>	<b>Has a practicing certificate in urban and rural planning, or in construction planning design, or in construction</b>	

No.	Criteria		Max Score	Detailed Scoring Scale	Min
	<b>Waste Management, and Cemeteries</b>			<b>design for water supply and drainage works, or building water supply and drainage systems (Class I).</b>	
4.1.5.1	Degree: Specialization in urban planning, water supply, drainage and wastewater treatment, water resources, urban technical infrastructure, or other relevant disciplines		0.5	- Master's Degree: 0.5 points - University level: 0.25 points - Associate Degree, Vocational Training: 0 points	
4.1.5.2	Has participated in the position of Project Director or lead specialist in the fields of clean water supply or wastewater drainage or solid waste management, or cemetery planning in general urban master planning projects under the approval authority of the Prime Minister in Viet Nam.		2	- 01 general master plan or adjustment of a city master plan: 2 points; - 02 general master plans or adjustments for urban areas under a province or cities under a city: 1 point; - 01 general master plan or adjustment for an urban area under a province or urban area under a city: 0.5 point; - Does not meet the above requirements: 0 points.	
4.1.5.3	Work experience (calculated from the date of graduation to the bid submission deadline)		0.5	- 15 years or more: 0.5 pointss - From 7 years to less than 15 years: 0.25 points - Less than 7 years: 0 points	
4.1.6	<b>Chairperson for Urban and Rural Planning in the field</b>	<b>1</b>	<b>3</b>	<b>Has a Class I practicing certificate in urban and rural planning, construction</b>	

No.	Criteria		Max Score	Detailed Scoring Scale	Min
	<b>of Power Supply and Telecommunications</b>			<b>planning design, or building mechanical and electrical design (electrical systems)</b>	
4.1.6.1	Degree: Specialization in urban planning, electrical engineering, urban technical infrastructure, or other relevant disciplines		0.5	- Master's Degree: 0.5 points - University level: 0.25 points - Associate Degree, Vocational Training: 0 points	
4.1.6.2	Has participated in the position of Project Director or lead specialist in the fields of power supply or telecommunications in general urban master planning projects under the approval authority of the Prime Minister in Viet Nam		2	- 01 general master plan or adjustment of a city master plan: 2 points; - 02 general master plans or adjustments for urban areas under a province or cities under a city: 1 point; - 01 general master plan or adjustment for an urban area under a province or urban area under a city: 0.5 point; - Does not meet the above requirements: 0 points.	
4.1.6.3	Work experience (calculated from the date of graduation to the bid submission deadline)		0.5	- 15 years or more: 0.5 points - From 7 years to less than 15 years: 0.25 points - Less than 7 years: 0 points	
<b>4.1.7</b>	<b>Responsible for the field of Economics</b>	<b>1</b>	<b>3</b>		
4.1.7.1	Degree: Specialization in Economics or other relevant disciplines		0.5	- Master's Degree: 0.5 points - University level: 0.25 points	

No.	Criteria		Max Score	Detailed Scoring Scale	Min
				- Associate Degree, Vocational Training: 0 points	
4.1.7.2	Has participated in the position of Project Director, lead specialist, or in charge of the economic field in general urban master planning projects under the approval authority of the Prime Minister in Viet Nam.		2	- 01 general master plan or adjustment of a city master plan: 2 points; - 02 general master plans or adjustments for urban areas under a province or cities under a city: 1 point; - 01 general master plan or adjustment for an urban area under a province or urban area under a city: 0.5 point; - Does not meet the above requirements: 0 points.	
4.1.7.3	Work experience (calculated from the date of graduation to the bid submission deadline)		0.5	- 15 years or more: 0.5 pointss - From 7 years to less than 15 years: 0.25 points - Less than 7 years: 0 points	
4.1.8	<b>Responsible for the field of database development and GIS mapping</b>	<b>1</b>	<b>3</b>		
4.1.8.1	Degree: Specialization in geographic information systems and remote sensing, geodesy, cartography, or other relevant disciplines		0.5	- Master's Degree: 0.5 points - University level: 0.25 points - Associate Degree, Vocational Training: 0 points	

No.	Criteria	Max Score	Detailed Scoring Scale	Min
4.1.8.2	Has participated in the position of Project Director, lead specialist, or responsible expert in the development of databases or GIS mapping in planning projects under the approval authority of the Prime Minister in Viet Nam.	2	- 02 projects: 2 points - 01 project: 1 points - No projects: 0 points	
4.1.8.3	Work experience (calculated from the date of graduation to the bid submission deadline)	0.5	- 15 years or more: 0.2 points - From 7 years to less than 15 years: 0.1 points - Less than 7 years: 0 points	
<b>4.1.9</b>	<b>Responsible for Environmental Protection Planning</b>	<b>1</b>	<b>3</b>	
4.1.9.1	Degree: Specialization in natural resources, environment, or other relevant disciplines	0.5	- Master's Degree: 0.5 points - University level: 0.25 points - Associate Degree, Vocational Training: 0 points	
4.1.9.2	Has participated in the position of Project Director, lead specialist, or responsible expert in the development of environmental protection plans in general urban master planning projects under the approval authority of the Prime Minister in Viet Nam	2	- 01 general master plan or adjustment of a city master plan: 2 points; - 02 general master plans or adjustments for urban areas under a province or cities under a city: 1 point; - 01 general master plan or adjustment for an urban area under a province or urban area under a city: 0.5 point;	

No.	Criteria	Max Score	Detailed Scoring Scale	Min
			- Does not meet the above requirements: 0 points.	
4.1.9.3	Work experience (calculated from the date of graduation to the bid submission deadline)	0.5	- 15 years or more: 0.5 points - From 7 years to less than 15 years: 0.25 points - Less than 7 years: 0 points	
<b>4.2</b>	<b>International Consulting Experts</b>	<b>8</b>	<b>19,5</b>	
<b>4.2.1</b>	<b>Team Leader</b>	<b>1</b>	<b>4</b>	
4.2.1.1	Degree: Training specialization in Architecture, Planning, Technical Infrastructure, Landscape Design, Urban Design, or other similar disciplines	0,2	- Equivalent to Master's Degree: 0.2 points - Equivalent to University level: 0.1 points - Equivalent to Associate Degree, Vocational Training: 0 points	
4.2.1.2	Has a valid practicing certificate for urban and rural planning or construction planning design issued in accordance with Vietnamese law or by a foreign competent authority. In cases where the host country does not issue practicing certificates, the expert must be a member of an Architects Association, Urban Planning Association, or a relevant professional organization in architecture or planning in that country, with a valid or equivalent certificate.	0,2	- Meets the requirement: 0.2 points - Does not meet the requirement: 0 points	

No.	Criteria	Max Score	Detailed Scoring Scale	Min
4.2.1.3	Has participated as team leader, project director, or overall project manager in general master planning projects under the approval authority of the Prime Minister in Viet Nam	3,4	- 02 projects: 3.4 points - 01 project: 1.7 points - No projects: 0 points	
4.2.1.4	Work experience (calculated from the date of graduation to the bid submission deadline)	0,2	- 15 years or more: 0.2 points - From 7 years to less than 15 years: 0.1 points - Less than 7 years: 0 points	
<b>4.2.2</b>	<b>Responsible for Planning and Architecture</b>	<b>1</b>	<b>2</b>	
4.2.2.1	Degree: Training specialization in Architecture, Planning, Technical Infrastructure, Landscape Design, Urban Design, or other similar disciplines	0,2	- Equivalent to Master's Degree: 0.2 points - Equivalent to University level: 0.1 points - Equivalent to Associate Degree, Vocational Training: 0 points	
4.2.2.2	Has a valid practicing certificate for urban and rural planning or construction planning design issued in accordance with Vietnamese law or by a foreign competent authority. In cases where the host country does not issue practicing certificates, the expert must be a member of an Architects Association, Urban Planning Association, or a relevant professional organization in architecture or planning in that country, with a valid or equivalent certificate.	0,2	- Meets the requirement: 0.2 points - Does not meet the requirement: 0 points	

No.	Criteria	Max Score	Detailed Scoring Scale	Min
4.2.2.3	Has participated as team leader, project director, overall project manager, or lead specialist in planning and architecture in general master planning projects under the approval authority of the Prime Minister in Viet Nam	1,4	- 02 projects: 1.4 points - 01 project: 0.7 points - No projects: 0 points	
4.2.2.4	Work experience (calculated from the date of graduation to the bid submission deadline)	0,2	- 15 years or more: 0.2 points - From 7 years to less than 15 years: 0.1 points - Less than 7 years: 0 points	
<b>4.2.3</b>	<b>Responsible for Infrastructure Planning</b>	<b>1</b>	<b>2</b>	
4.2.3.1	Degree: Training specialization in Planning, Technical Infrastructure, or other relevant disciplines	0,2	- Equivalent to Master's Degree: 0.2 points - Equivalent to University level: 0.1 points - Equivalent to Associate Degree, Vocational Training: 0 points	
4.2.3.2	Has a valid practicing certificate for urban and rural planning or construction planning design issued in accordance with Vietnamese law or by a foreign competent authority. In cases where the host country does not issue practicing certificates, the expert must be a member of an Architects Association, Urban Planning Association, or a relevant professional organization in architecture or planning in that country, with a valid or equivalent certificate	0,2	- Meets the requirement: 0.2 points - Does not meet the requirement: 0 points	

No.	Criteria	Max Score	Detailed Scoring Scale	Min
4.2.3.3	Has participated as Team Leader, Project Director, Overall Manager, or Lead Specialist in the field of Infrastructure Planning in General Urban Planning projects approved by the Prime Minister within the territory of Vietnam	1,4	- 02 projects: 1.4 points - 01 project: 0.7 points - No projects: 0 points	
4.2.3.4	Work experience (calculated from the date of graduation to the bid submission deadline)	0,2	- 15 years or more: 0.2 points - From 7 years to less than 15 years: 0.1 points - Less than 7 years: 0 points	
<b>4.2.4</b>	<b>Responsible for Urban Economics</b>	<b>1</b>	<b>2</b>	
4.2.4.1	Degree: Training specialization in Urban Economics, Finance, or other relevant disciplines	0,2	- Equivalent to Master's Degree: 0.2 points - Equivalent to University level: 0.1 points - Equivalent to Associate Degree, Vocational Training: 0 points	
4.2.4.2	Has a valid practicing certificate for urban and rural planning or construction planning design issued in accordance with Vietnamese law or by a foreign competent authority. In cases where the host country does not issue practicing certificates, the expert must be a member of an Architects Association, Urban Planning Association, or a relevant professional organization in architecture or planning in that country, with a valid or equivalent certificate.	0,2	- Meets the requirement: 0.2 points - Does not meet the requirement: 0 points	

No.	Criteria	Max Score	Detailed Scoring Scale	Min
4.2.4.3	Has participated as team leader, project director, overall project manager, or lead specialist in the field of urban economics in general master planning projects under the approval authority of the Prime Minister in Viet Nam	1,4	<ul style="list-style-type: none"> <li>- 02 projects: 1.4 points</li> <li>- 01 project: 0.7 points</li> <li>- No projects: 0 points</li> </ul>	
4.2.4.4	Work experience (calculated from the date of graduation to the bid submission deadline)	0,2	<ul style="list-style-type: none"> <li>- 15 years or more: 0.2 points</li> <li>- From 7 years to less than 15 years: 0.1 points</li> <li>- Less than 7 years: 0 points</li> </ul>	
<b>4.2.5</b>	<b>Responsible for Landscape Design</b>	<b>1</b>	<b>2</b>	
4.2.5.1	Degree: Training specialization in Architecture, Planning, Landscape Design, Urban Design, or other relevant disciplines	0,2	<ul style="list-style-type: none"> <li>- Equivalent to Master's Degree: 0.2 points</li> <li>- Equivalent to University level: 0.1 points</li> <li>- Equivalent to Associate Degree, Vocational Training: 0 points</li> </ul>	
4.2.5.2	Has a valid practicing certificate for urban and rural planning or construction planning design issued in accordance with Vietnamese law or by a foreign competent authority. In cases where the host country does not issue practicing certificates, the expert must be a member of an Architects Association, Urban Planning Association, or a relevant professional organization in architecture or planning in that country, with a valid or equivalent certificate.	0,2	<ul style="list-style-type: none"> <li>- Meets the requirement: 0.2 points</li> <li>- Does not meet the requirement: 0 points</li> </ul>	

No.	Criteria	Max Score	Detailed Scoring Scale	Min
4.2.5.3	Has participated as team leader, project director, overall project manager, or lead specialist in landscape design in general master planning projects under the approval authority of the Prime Minister in Viet Nam	1,4	- 02 projects: 1.4 points - 01 project: 0.7 points - No projects: 0 points	
4.2.5.4	Work experience (calculated from the date of graduation to the bid submission deadline)	0,2	- 15 years or more: 0.2 points - From 7 years to less than 15 years: 0.1 points - Less than 7 years: 0 points	
<b>4.2.6</b>	<b>Responsible for Urban Design</b>	<b>1</b>	<b>2</b>	
4.2.6.1	Degree: Training specialization in Architecture, Planning, Landscape Design, Urban Design, or other relevant disciplines.	0,2	- Equivalent to Master's Degree: 0.2 points - Equivalent to University level: 0.1 points - Equivalent to Associate Degree, Vocational Training: 0 points	
4.2.6.2	Has a valid practicing certificate for urban and rural planning or construction planning design issued in accordance with Vietnamese law or by a foreign competent authority. In cases where the host country does not issue practicing certificates, the expert must be a member of an Architects Association, Urban Planning Association, or a relevant professional organization in architecture or planning in that country, with a valid or equivalent certificate	0,2	- Meets the requirement: 0.2 points - Does not meet the requirement: 0 points	

No.	Criteria	Max Score	Detailed Scoring Scale	Min
4.2.6.3	Has participated as team leader, project director, overall project manager, or lead specialist in urban design in general master planning projects under the approval authority of the Prime Minister in Viet Nam	1,4	- 02 projects: 1.4 points - 01 project: 0.7 points - No projects: 0 points	
4.2.6.4	Work experience (calculated from the date of graduation to the bid submission deadline)	0,2	- 15 years or more: 0.2 points - From 7 years to less than 15 years: 0.1 points - Less than 7 years: 0 points	
4.2.7	<b>Responsible for Metro TOD (Transit-Oriented Development)</b>	<b>1</b>	<b>3,5</b>	
4.2.7.1	Degree: Training specialization in Architecture, Planning, Transport, Infrastructure, or other relevant disciplines.	0,2	- Equivalent to Master's Degree: 0.2 points - Equivalent to University level: 0.1 points - Equivalent to Associate Degree, Vocational Training: 0 points	
4.2.7.2	Has a valid practicing certificate for urban and rural planning or construction planning design issued in accordance with Vietnamese law or by a foreign competent authority. In cases where the host country does not issue practicing certificates, the expert must be a member of an Architects Association, Urban Planning Association, or a relevant professional organization in architecture or planning in that country, with a valid or equivalent certificate	0,2	- Meets the requirement: 0.2 points - Does not meet the requirement: 0 points	

No.	Criteria	Max Score	Detailed Scoring Scale	Min
4.2.7.3	Has participated as Team Leader, Project Director, Overall Manager, or Lead Specialist in the field of Metro TOD in planning projects worldwide.	2,9	- 02 projects: 2.9 points - 01 project: 1.45 points - No projects: 0 points	
4.2.7.4	Work experience (calculated from the date of graduation to the bid submission deadline)	0,2	- 15 years or more: 0.2 points - From 7 years to less than 15 years: 0.1 points - Less than 7 years: 0 points	
<b>4.2.8</b>	<b>Responsible for Heritage</b>	<b>1</b>	<b>2</b>	
4.2.8.1	Degree: Training specialization in Architecture, Planning, Heritage, or other relevant disciplines	0,2	- Equivalent to Master's Degree: 0.2 points - Equivalent to University level: 0.1 points - Equivalent to Associate Degree, Vocational Training: 0 points	
4.2.8.2	Has a valid practicing certificate for urban and rural planning or construction planning design issued in accordance with Vietnamese law or by a foreign competent authority. In cases where the host country does not issue practicing certificates, the expert must be a member of an Architects Association, Urban Planning Association, or a relevant professional organization in architecture or planning in that country, with a valid or equivalent certificate	0,2	- Meets the requirement: 0.2 points - Does not meet the requirement: 0 points	
4.2.8.3	Has participated as Team Leader, Project Director, Overall Manager, or Lead	1,4	- 02 projects: 1.4 points - 01 project: 0.7 points	

No.	Criteria	Max Score	Detailed Scoring Scale	Min
	Specialist in the field of Heritage in planning projects worldwide		- No projects: 0 points	
4.2.8.4	Work experience (calculated from the date of graduation to the bid submission deadline)	0,2	- 15 years or more: 0.2 points - From 7 years to less than 15 years: 0.1 points - Less than 7 years: 0 points	
<b>4.3</b>	<b>Foreign language personnel (Vietnamese or foreign nationals)</b>	<b>1</b>	<b>0.5</b>	
4.3.1	For Vietnamese nationals: must have a degree in English language studies, or an international English certificate together with a certificate in English translation/interpretation. For foreign nationals: must have Vietnamese language proficiency certificate at level 4 or higher.	0.25	- Meets the requirements: 0.25 points - Does not meet the requirements: 0 points	
4.3.2	Has experience in translation and interpretation of General Urban Planning projects approved by the Prime Minister	0.25	- Meets the requirements: 0.25 points - Does not meet the requirements: 0 points	
<b>5</b>	<b>Technology transfer requirements (if any) (From 0% to 10% of total score)</b>	<b>0</b>		
5.1	Not required			
	<b>Total (100%)</b>	<b>100</b>		<b>80</b>

Note:

The bidder may propose key personnel who are either permanent employees of the bidder or externally hired experts.

Contractors are not allowed to assign personnel to two positions simultaneously. If a contractor proposes one person for two positions, the Employer will not award points for either position. The contractor will be judged as having undersubmitted the required number of personnel for one of the two key positions if the contractor's bid does not include any other personnel besides the one proposed for that position.

If a contractor proposes more personnel than required for a key position, the Employer will evaluate the personnel with the highest score.

If a contractor proposes fewer personnel than required for a key position, the contractor will be deemed technically unqualified.

Any bid that fails to achieve the minimum required score in one or more of the following criteria—approach and methodology, personnel, or technology transfer (if applicable)—shall be considered technically non-responsive.

A bid that achieves a technical score not lower than the minimum required threshold shall be considered technically responsive.

### **Section 3. Verification and Evaluation of the Validity of the Financial Proposal**

#### **3.1. Verification of the validity of the Financial Proposal:**

a) Verify the number of original and copy documents of the Financial Proposal;

b) Verify the components of the Financial Proposal, including: the Application for bidding of Financial Proposal; the Summary Cost Table; the Expert Remuneration Table; the Detailed Analysis of Expert Remuneration (if any); and other components as specified in Section 10 of the Bidding Documents;

c) Verify the consistency between the original and copies to serve the detailed evaluation of the Financial Proposal.

#### **3.2. Evaluation of the validity of the bid submission documents:**

The Financial Proposal of the bidder shall be considered valid if it fully satisfies the following requirements:

a) The original copy of the Financial proposal is provided;

b) The Financial Bid Form must be signed and, if applicable, sealed by the authorized representative of the bidder as required by the Bidding Documents; the signing date of the Bid Form must be after the issuance date of the Bidding Documents; the Bid

Form must not propose different bid prices or include any conditions disadvantageous to the Employer; the bid price stated in the Bid Form must be specific, fixed, and expressed in both figures and words, with consistency between numerical and written amounts and alignment with the total bid price stated in the Summary of Costs; no multiple bid prices shall be proposed. For joint venture bidders, the Bid Form must be signed and sealed (if applicable) by the authorized representative of each member of the joint venture or by the member authorized to represent the joint venture in accordance with the allocation of responsibilities in the joint venture agreement;

c) The validity period of the Financial Proposal complies with the requirements specified in Clause 15.1 ITB.

Bidders whose Financial Proposal is deemed valid shall proceed to detailed financial evaluation.

#### **Section 4. Financial Evaluation Criteria**

##### **Combined Technical and Price Method**

The price score is determined as follows:

$$\text{Pricing score}_{\text{in consideration}} = \frac{G_{\text{lowest}} \times 100}{G_{\text{in consideration}}}$$

Where:

+ Pricing score<sub>in consideration</sub>: The price score of the Bid Submission Documents under consideration;

+ G<sub>lowest</sub>: The bid price after adjustment for deviations (if any), minus any discount value (if any), shall be the lowest among the bidders subject to detailed financial evaluation (for packages applying time-based contracts). For packages applying lump-sum contracts and unit-price contracts, the lowest bid price after discount (if any) among the bidders subject to detailed financial evaluation shall be used.

+ G<sub>in consideration</sub>: The bid price after adjustment for deviations (if any), minus any discount value (if any) of the financial proposal under consideration (for packages applying time-based contracts). For packages applying lump-sum contracts and unit-price contracts, the bid price after discount (if any) of the Bid Submission Documents under consideration.

+ T: Maximum Technical Score.

- Determination of the total score:

The total score shall be determined according to the following formula:

The combined technical and pricing score<sub>in consideration</sub> = K x Technical score<sub>in consideration</sub> + G x Pricing score<sub>in consideration</sub>

Where:

+ Technical score<sub>in consideration</sub>: The score achieved during technical evaluation;

+ Pricing score<sub>in consideration</sub>: The score achieved during financial evaluation;

+ K: Ratio of the technical score to the combined technical and pricing score, accounting for a proportion ranging from 70% to 80%; K=80%

+ G: Ratio of the pricing score to the combined technical and pricing score, accounting for a proportion ranging from 20% to 30%; G=20%

+  $K + G = 100\%$ ;

- Contractor ranking: The bidder with the highest total combined score shall be ranked first.

## **Chapter IV. BIDDING FORMS**

### **A. Invitation for Bidding Form**

### **B. Bidding Forms in the Technical Proposal**

Form No. 01. Application for bidding

Form No. 02. Power of Attorney

Form No. 03. Consortium Agreement

Form No. 04. Contractor's Organizational Structure and Experience

Form No. 05. Suggestions (if any) on Terms of Reference

Form No. 06. Description of Solutions and Methodology for Providing Consulting Services

Form No. 07. Expert's Curriculum Vitae (CV)

Form No. 08. Work Schedule

Form No. 09. List of Experts Participating in Provision of Consulting Services

Form No. 10. Declaration of Subcontracted Items

### **C. Bidding Forms in the Financial Proposal**

Form No. 11. Application for bidding

Form No. 12. Breakdown of Expert Remunerations

Form No. 12A. Expert Remuneration Analysis Sheet

Form No. 13. Statement of Other Expert Costs

Form No. 14. Summary of Costs

**A. INVITATION FOR BIDDING FORM  
WORK ITEMS OF THE CONTRACT PACKAGE**

- 1. Part of work is based on unit price and volume, applying lump sum contract: Not applicable**
- 2. Part of the work is based on unit price and volume, applying unit price contract: Not applicable**
- 3. Part of the work is based on expert salaries and costs other than salary, applying lump-sum contract type: Applicable**

No.	Job description
1	As required in Section II. The scope of work is specified in the Terms of Reference in Chapter V

## B. BIDDING FORM IN THE TECHNICAL PROPOSAL

Form No. 01

### APPLICATION FOR BIDDING<sup>(1)</sup> (Technical Proposal)

Date: \_\_\_ [insert date (as day, month and year) of signing the Application for bidding]

Name of the contract package: \_\_\_ [insert name of the contract package as specified in the Invitation to Bid]

Name of the Urban and rural planning activities: \_\_\_\_\_ [insert the name of the Urban and rural planning activities]

To: \_\_\_ [insert the complete and accurate name of the Employer]

After having carefully studied the Bidding Documents [in case of amendment of Bidding Documents] “and the addendum to the Bidding Documents No. \_\_\_\_\_ [insert the number of the addendum to the Bidding Documents]” published by the employer on the national e-procurement system, we, \_\_\_ [insert name of the contractor], undertakes to execute the contract package \_\_\_\_\_ [insert name of the contract package] in accordance with the requirements laid down in the Bidding Documents.

Contract performance time is \_\_\_\_\_ [insert contract performance time] days.

We hereby declare that<sup>(2)</sup>:

1. We only submit this bid as the main contractor.
2. We are not subject to dissolution procedures, not having our business registration certificate/cooperative registration certificate revoked, and not in insolvency or bankruptcy proceedings (or termination of operations in the case of business households).
3. We comply with regulations on competition in bidding.
4. We have fulfilled tax declaration obligations and paid taxes for the latest fiscal year prior to the bid submission deadline.
5. Within 03 years prior to the bid submission deadline, we do not have personnel who, while under labor contract with the contractor, have been convicted by a court for violations of bidding regulations causing serious consequences under criminal law

for the purpose of allowing the contractor to win the bid<sup>(3)</sup>

6. We are not under prohibition from bidding in any country or territory.

7. We are not being prosecuted for criminal liability (or, in the case of a business household, the owner is not being prosecuted).

8. We do not engage in corrupt, collusive, obstructive practices or any other violations during the bidding process for this contract package.

9. All the information provided in this bid is true.

10. In case of winning, this bid and any clarifications provided shall constitute a binding agreement between both parties until the contract is signed.

This technical proposal will be valid for \_\_\_<sup>(4)</sup> days, from the date (as day \_\_\_ month \_\_\_ year \_\_\_)<sup>(5)</sup>.

**Lawful representative of the contractor<sup>(6)</sup>**  
*(insert full name, title, signature and seal)*

Notes:

(1) The contractor must submit a Application for bidding providing complete and accurate information on the names of the Employer, Contractor, Contract Package, and Project/Procurement Cost Estimation.

This Application for bidding must be signed and sealed (if applicable) by the contractor's lawful representative at a time consistent with the time of initiating contractor selection as prescribed in Section 1, Chapter III – Bid Evaluation Criteria, and the validity period of the bid must comply with the requirements set out in the Bidding Documents.

(2) If the Employer finds that the contractor makes any misrepresentation in these declarations, the bid shall be rejected and the contractor shall be subject to penalties in accordance with applicable regulations.

(3) The number of validity days as specified in BDS Section 15.1 is applied. The validity period of the Technical Proposal starts from the bid submission deadline and ends on the last day of validity specified in the Bidding Documents. The period from the bid submission deadline to the end of 24 hours of the same day is counted as one (01) day.

(4) The bid submission deadline as specified in BDS Section 18.1 is applied. The validity period of the Technical Proposal is calculated from the bid closing time to the final validity date specified in the Bidding Documents. The period from bid closing

time to 24:00 of the same day is counted as one (01) day.

(5) The date of the bid closing time as prescribed in Section 18.1 of the BDS.

(6) If the contractor's lawful representative authorizes a subordinate to sign the Application for bidding, this Application for bidding must be accompanied by a Power of Attorney using Form No. 02 of this Chapter. If the signatory is authorized under the company charter or other legal documents, such document must be submitted instead of Form No. 02. For consortium bidders, the Technical Bid Form must be signed and sealed (if applicable) by the lawful representatives of all consortium members or by the member authorized to represent the consortium under the Consortium Agreement (Form No. 03). In case of authorization, each consortium member must comply with the same authorization requirements applicable to independent contractors.

A foreign contractor without a valid seal shall provide certification from a competent authority confirming that the signature on the Application for bidding and other bid documents is that of the contractor's lawful representative.

POWER OF ATTORNEY <sup>(1)</sup>

Today, on \_\_\_\_\_ [date], at \_\_\_\_\_ [location]

I am \_\_\_\_\_ [insert name, ID/ Citizen Identity Card/ passport number, position of the contractor's legal representative], the legal representative of \_\_\_\_\_ [insert name of contractor] at \_\_\_\_\_ [insert address of contractor] hereby authorizes \_\_\_\_\_ [insert name, ID/Citizen Identity Card/ passport number, position of authorized person] to perform the following tasks during the participation in the process of bidding for \_\_\_\_\_ [insert name of the contract package] of the Urban and rural planning activities: \_\_\_\_\_ [insert name of the Urban and rural planning activities] held by \_\_\_\_\_ [insert name of the employer]:

*[- Sign the Application for bidding of technical proposal bid and the Application for bidding financial proposal bid;*

*- Sign the consortium agreement (if any);*

*- Sign documents with the employer during the participation in the process of bidding, including requests for clarification of Bidding Documents and clarifications of bid or requests for modification, substitution or withdrawal of technical proposal and/or financial proposal;*

*- Participate in contract negotiation and completion;*

*- Sign complaint letter (if any);*

*- Sign the contract with the Employer if the contractor is successful]<sup>(2)</sup>.*

The authorized person only performs tasks within the scope of authorization in the capacity as the lawful representative of \_\_\_\_\_ [insert the contractor's name]. \_\_\_\_\_ [insert the name of the contractor's legal representative] shall assume the full responsibility for the tasks performed by \_\_\_\_\_ [insert name of the authorized person] within the scope of authorization.

This power of attorney becomes effective from \_\_\_\_\_ to \_\_\_\_\_ <sup>(3)</sup>, and is made in \_\_\_\_\_ copies of equal legal effect of which \_\_\_\_\_ copies are kept by the principal, \_\_\_\_\_ copies are kept by the authorized person and the other \_\_\_\_\_ copies are kept by the employer.

**Authorized person**

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

**Principal**

*[insert full name of the contractor's legal representative, title, signature and seal]*

Notes:

(1) In case of authorization, the original Power of Attorney must be attached to the Application for bidding Bid submitted to the Employer in accordance with ITB Section 16.3. The authorization is granted by the legal representative of the contractor to his/her deputy or subordinate, director of a financially dependent subsidiary or branch of the contractor, or head of the contractor's representative office, to act on behalf of the legal representative in performing one or several of the above-mentioned tasks. In case of authorization, either the contractor's seal or the seal of the authorized person's working unit (e.g., branch or financially dependent subsidiary of the contractor) may be used.

(2) The scope of authorization may include one, several, or all of the above-mentioned tasks.

(3) The starting date and ending date of the validity of the Power of Attorney must be specified in accordance with the bidding process requirements.

CONSORTIUM AGREEMENT

[location & date]

The contract package: \_\_\_\_\_ [insert name of the contract package]

Of the Urban and rural planning activities: \_\_\_\_\_ [insert name of the Urban and rural planning activities]

Pursuant to \_\_\_\_\_ ;

Pursuant to \_\_\_\_\_ ;

Pursuant to the Bidding Documents for the contract package \_\_\_\_\_ [insert name of the contract package] dated \_\_\_\_\_ [insert the date of issuance of the Bidding Documents];

We, representatives of the parties entering the consortium, consist of:

Name of the first consortium member \_\_\_\_\_ [insert name of the first member of the consortium]

Representative: Mr./Mrs. \_\_\_\_\_

Position: \_\_\_\_\_

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

Telephone number: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Account number: \_\_\_\_\_

TIN: \_\_\_\_\_

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

Name of the second consortium member \_\_\_\_\_ [insert name of the second member of the consortium]

Representative: Mr./Mrs. \_\_\_\_\_

Position: \_\_\_\_\_

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

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Account number: \_\_\_\_\_

TIN: \_\_\_\_\_

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

...

Name of the consortium member n \_\_\_\_\_ *[insert name of the member n of the consortium]*

Representative: Mr./Mrs. \_\_\_\_\_

Position: \_\_\_\_\_

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

Telephone number: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Account number: \_\_\_\_\_

TIN: \_\_\_\_\_

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

The Parties (hereinafter referred to as “members”) have unanimously agreed to enter into this consortium agreement with the following contents:

**Article 1. General rules**

1. The members voluntarily establish this consortium to bid for the contract package \_\_\_\_\_ *[insert name of the contract package]* under the procurement estimation \_\_\_\_\_ *[insert name of the Urban and rural planning activities]*.

2. The members have reached an agreement on the following name of the consortium which shall be used for all transactions relating to this contract package: \_\_\_\_\_ *[insert name of the consortium]*.

3. All members undertake that none of them will submit a bid for this contract package independently or jointly with other contractors. If awarded the contract, none of the members is entitled to refuse the fulfillment of responsibilities and obligations specified in the contract. Any member of the consortium that refuses to fulfill its responsibilities as agreed shall:

- *Pay compensation for damage caused to other members of the consortium;*
- *Pay compensation for damage caused to the Employer as specified in the contract;*
- *Incur other disciplinary actions \_\_\_\_\_ [insert the action].*

## **Article 2. Assignment of tasks**

All members do hereby mutually agree on the assignment of tasks to execute the contract package \_\_\_\_\_ *[insert name of the contract package]* of the Urban and rural planning activities \_\_\_\_\_ *[insert name of the Urban and rural planning activities]* as follows:

1. The lead member of the consortium:

All members unanimously authorize \_\_\_\_\_ *[insert name of a member]* to act as the lead member for and on behalf of the consortium to perform the following tasks<sup>(2)</sup>:

- [- Sign the Application for bidding technical Proposal and the Application for bidding of financial Proposal;*
- Sign documents with the employer during the participation in the process of bidding, including requests for clarification of Bidding Documents and clarifications of bid or requests for modification, substitution or withdrawal of bid;*
- Participate in contract negotiation and completion;*
- Sign complaint letter (if any);*
- Perform other tasks, except for the conclusion of contract [describe others tasks (if any)].*

2. Tasks of members of the consortium are specified in the following table<sup>(3)</sup>:

No.	Name	Tasks	Proportion (%) to total bid price
1	Lead member	- ____ - ____	- ____% - ____%
2	Member 2	- ____ - ____	- ____% - ____%
...	...	...	...
<b>Total</b>		<b>All tasks of the contract package</b>	<b>100%</b>

### Article 3. Effect

1. This Consortium Agreement becomes effective from the date of signing.

2. This Consortium Agreement shall cease to have effect in the following cases:

- The members have fulfilled their responsibilities and obligations and have completed the contract;
- The agreement is unanimously terminated by all consortium members;
- The consortium fails to win the bid;

- The bidding for the contract package \_\_\_\_\_ [insert name of the contract package] of the Urban and rural planning activities \_\_\_\_\_ [insert name of the Urban and rural planning activities] is annulled as notified by the employer.

This consortium agreement is made with the consent of all members of the consortium.

This consortium agreement is made in \_\_\_ copies of equal legal effect. Each member of the consortium keeps \_\_\_ copy(ies).

### LAWFUL REPRESENTATIVE OF THE LEAD MEMBER OF THE CONSORTIUM

(insert full name, title, signature and seal)

## **LAWFUL REPRESENTATIVES OF MEMBERS OF THE CONSORTIUM**

*[insert full name, title, signature and seal of each member]*

Notes:

(1) Applicable legal documents are those currently in force as prescribed by law.

(2) The assignment of tasks may include one, several, or all of the above-mentioned tasks. If a consortium member other than the lead member is authorized to sign the Application for bidding, such authorization must be clearly specified in Article 2.

(3) The specific tasks to be performed by each consortium member and their estimated value, as well as the general and specific responsibilities of each member (including the lead member), shall be clearly defined by the contractor. Tasks must be assigned to consortium members based on the work items specified in the Terms of Reference. The Technical Proposal is not permitted to assign work that is not related to the work items in this category.

## CONTRACTOR’S ORGANIZATIONAL STRUCTURE AND EXPERIENCE

### A. Contractor’s organizational structure

*[Provide a brief description of the background and organization of the contractor (or, in case of a consortium, of each member of the consortium). Insert the number of experts who have been working under long-term or indefinite-term employment contracts signed with the contractor and the years of experience of each expert.]*

### B. Contractor’s experience

List similar contract packages for consulting services successfully completed in the last \_\_\_\_ *[insert the number of years]*<sup>3</sup>

The contractor shall use the table below to describe each consulting service similar to the consulting services of this contract package that the contractor has performed (as an independent contractor, consortium member, or subcontractor). The contractor shall provide a brief description of each similar assignment, including the names of key experts and subcontractors involved, the duration of the assignment, and the contract price (if performed as part of a consortium or as a subcontractor, the scope of work undertaken and its corresponding value must be specified).

Contracts executed by experts working privately or through other consultants cannot be claimed as the relevant experience of the contractor, but can be claimed by experts themselves as their experience.

Duration	Name of work/ item <sup>(1)</sup>	Name of contract package, project, Employer and working place	Contract value <sup>(2)</sup>	Role on the item <sup>(3)</sup>	Duration of contract execution <sup>(4)</sup>	Actual duration of contract execution <sup>(4)</sup> <i>(provide reasons for any failure to meet the contract execution schedule)</i>

<sup>1</sup> Enter the specific number of years based on the nature and requirements of the bidding package (usually 03, 04 or 05 years, for contractors established less than 03 years, continue to consider and evaluate without disqualifying the contractor).

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Copies of relevant documents and references should be provided.

Notes:

- (1) Provide a brief description of main deliverables/outputs.
- (2) In case of a consortium, insert the value of consulting service provided by the contractor.
- (3) Insert the role as the main contractor, subcontractor or consortium member.
- (4) Insert the duration from date.....to date.....

**SUGGESTIONS (IF ANY)  
ON TERMS OF REFERENCE**

*[Specify revisions to the Terms of Reference for the execution of the contract.]*

Suggested revisions or improvements to the Terms of Reference:

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

## DESCRIPTION OF SOLUTIONS AND METHODOLOGY FOR PROVIDING CONSULTING SERVICES

*[The contractor's suggested technical proposal (including charts) consists of three parts as follows:*

**1. Solutions and methodology:** *Provide a description demonstrating understanding of the objectives of the assignment as stated in the Terms of Reference, the technical and methodological approach to be adopted to carry out the work, and the manner in which the expected outputs will be achieved, including their level of detail. For supervision consulting packages, the solutions and methodology shall include environmental and social aspects. The contractor should note that repetition or copying of the Terms of Reference is not permitted in this section.*

**2. Work plan:** *Provide a plan for implementing the main activities/tasks, including content and timing of activities, phasing, interrelationships between phases, major milestones (including steps for provisional acceptance by the Employer), and expected dates for submission of reports. The implementation plan must be consistent with the technical and methodological approach, demonstrate understanding of the Terms of Reference, and show the ability to translate the Terms of Reference into a feasible implementation plan. A list of deliverables (including reports) to be submitted must be attached. The implementation plan must be consistent with the overall schedule.*

**3. Organization and personnel:** *Provide a description of the organizational structure and composition of the contractor's expert team, including a list of key experts, non-key experts, and relevant technical and administrative support staff.]*

**EXPERT'S CURRICULUM VITAE (CV)**

Name of the contractor:

<b>Position title and No.</b>	<i>[e.g.: K-1, TEAM LEADER]</i>
<b>Name of Expert:</b>	<i>[insert full name]</i>
<b>Date of birth:</b>	<i>[insert day/month/year]</i>
<b>Nationality</b>	

**Education:** \_\_\_\_\_ *[list college/university or specialized course, name of training institution, duration of study, type of degree obtained]*

**Employment record relevant to the task:** \_\_\_\_\_ *[list in chronological order using the table below. Past employment that is not relevant to the task does not need to be included]*

<b>Period (from... to...)</b>	<b>Employing agency or organization, job title/position, and contact information for references</b>	<b>Working place</b>	<b>Summary of activities performed relevant to the task</b>

**Membership in professional associations or societies and publications:**

**Language skills** (indicate only languages in which the consultant can work):

I undertake that all the information provided herein is accurate and I shall assume legal responsibility for any false information.

[location & date]

**Name of Expert**

*[signature, position and full name]*

Notes:

- Each expert listed in Form No. 09 of this Chapter is required to complete this form.
- Copies of employment contracts, degrees/diplomas, and practicing certificates of the listed experts must be included in the submitted bid.

## WORK SCHEDULE

No.	Tasks <sup>(1)</sup>	Month/day <sup>(2)</sup>							
		1	2	3	4	5	.....	n	Total
<i>1</i>	<i>[e.g., Item No. 1</i>								
	<i>1) Data collection</i>								
	<i>2) Drafting</i>								
	<i>3) Inception report</i>								
	<i>4) Incorporating comments</i>								
	<i>5) ...</i>								
	<i>6) Final report]</i>								
<i>2</i>	<i>[Item No. 2]</i>								
<i>...</i>									

Notes:

(1) List all work items with the specific duration for completing each of them.

(2) Choose either month or day. Duration for each task shall be indicated in a form of a bar chart, including a legend, if necessary, to help reach the chart.

**LIST OF EXPERTS PARTICIPATING IN PROVISION OF CONSULTING SERVICES**

No.	Name	Personal identification number/ Citizen identity card/ ID/ Passport number	Position in contract package	Mobilization method	Working place	Expert's input [in month-person or day-person] <sup>(1)</sup>			Total time-input in months or in days
						Item No. 1	Item No. 2	... <sup>(2)</sup>	
<b>I</b>	<b>Key experts</b> <sup>(3)</sup>								
1	Nguyen Van A			[Insert "contractor's official employee" or "hired expert"]	[Company]				
					[Field]				
2					[Company]				
					[Field]				
	...								
	<b>Subtotal</b>								
<b>II</b>	<b>Non-key experts</b>								

No.	Name	Personal identification number/ Citizen identity card/ ID/ Passport number	Position in contract package	Mobilization method	Working place	Expert's input [in month-person or day-person] <sup>(1)</sup>			Total time-input in months or in days
						Item No. 1	Item No. 2	... <sup>(2)</sup>	
1				[Insert "contractor's official employee" or "hired expert"]	[Company]				
					[Field]				
2	...				[Company]				
					[Field]				
	<b>Subtotal</b>								

Notes:

(1) If required in BDS Section 14.3, the input shall be indicated in either month-person or day-person as required in this Section; the total proposed input for key experts shall not be shorter than that specified in BDS Section 14.3.

(2) Work items are those specified in Form No. 08 of this Chapter.

(3) The number of key experts must meet the requirements set out in Form No. 01, Section 2, Chapter III – Bid Evaluation Criteria.

DECLARATION OF SUBCONTRACTED ITEMS<sup>(1)</sup>

No.	Name of subcontractor <sup>(2)</sup>	Scope of work <sup>(3)</sup>	Volume of work items <sup>(4)</sup>	Estimated value (%) <sup>(5)</sup>	Contract or agreement signed with subcontractor <sup>(6)</sup>
1					
2					
3					
4					
...					

## Notes:

(1) If subcontracting is specified in the Bidding Documents, this form must be submitted.

(2) Insert the name of the subcontractor. If the subcontractor is not identified at the time of bid preparation and submission, this column may be left blank. If the contract is awarded, the use of subcontractors to perform the declared work items shall be subject to the Employer's approval.

(3) Insert the name of the specific work item to be subcontracted.

(4) Insert the specific quantity/volume of the work item to be subcontracted.

(5) Insert the specific percentage (%) of the value of the subcontracted work item relative to the bid price.

(6) Insert the contract or agreement number. The original or a certified copy of the contract or agreement must be submitted.

### C. BIDDING FORM IN THE FINANCIAL PROPOSAL

Form No. 11

#### APPLICATION FOR BIDDING<sup>(1)</sup> (Financial Proposal)

Date: \_\_\_ *[insert date (as day, month and year) of signing the Application for bidding]*

Name of the contract package: \_\_\_ *[insert name of the contract package as specified in the Invitation to Bid]*

Name of the procurement cost estimation: \_\_\_\_\_ *[insert name of the project/procurement cost estimation]*

To: \_\_\_ *[insert the complete and accurate name of the employer]*

After having carefully studying the Bidding Documents *[in case of amendment of Bidding Documents]* “and the addendum to the Bidding Documents No. \_\_\_\_\_ *[insert the number of the addendum to the Bidding Documents]”* published by the employer on the national e-procurement system, we, \_\_\_ *[insert name of the contractor]*, undertakes to execute the contract package \_\_\_ *[insert name of the contract package]* in accordance with the requirements laid down in the Bidding Documents. We attach this financial proposal for total amount of \_\_\_\_\_ *[insert the amount in words and figures, and currency(ies)]*<sup>(2)</sup> and the summary of costs to our technical proposal.<sup>(3)</sup>

Contract performance time is \_\_\_\_\_ *[insert contract performance time]* days.

This financial proposal will be valid for \_\_\_<sup>(4)</sup> days, from the date (as day \_\_\_ month \_\_\_ year \_\_\_)<sup>(5)</sup>.

**Lawful representative of the contractor<sup>(6)</sup>**  
*[insert full name, title, signature and seal]*

Notes:

(1) The contractor must submit a Application for bidding providing complete and accurate information on the names of the Employer, Contractor, Contract Package, and Urban and rural planning activities.

This Application for bidding must be signed and sealed (if any) by the contractor’s lawful representative at a time consistent with the contractor selection process specified in Section 1, Chapter III – Bid Evaluation Criteria, and the validity

period of the bid must comply with the requirements set out in the Bidding Documents.

(2) If the bid is quoted in multiple currencies as specified in the Bidding Documents, the amount in words and figures for each currency must be indicated. The bid price must be clearly stated in both figures and words and must correspond to the bid price in the Summary of Costs. The bidder shall not submit multiple bid prices or any bid price with conditions disadvantageous to the Employer.

(3) The contractor shall state any discounts (if any) in a separate discount letter or directly in the Application for bidding.

(4) The number of validity days as specified in BDS Section 15.1 must be indicated. The validity period of the Financial Proposal starts from the bid submission deadline and ends on the last day of validity specified in the Bidding Documents. The period from the bid submission deadline to 24:00 of the same day is counted as one (01) day.

(5) The date of bid submission deadline as specified in BDS Section 18.1 must be clearly indicated.

(6) If the contractor's lawful representative authorizes a subordinate to sign the Application for bidding, this Form must be accompanied by a Power of Attorney using Form No. 02 of this Chapter. If the signatory is authorized under the company charter or other legal documents, such document must be submitted instead of Form No. 02.

For consortium bidders, the Financial Bid Form must be signed and sealed (if any) by the lawful representatives of all consortium members or by the member authorized to represent the consortium under the Consortium Agreement (Form No. 03). In case of authorization, each consortium member must comply with the same authorization requirements applicable to independent contractors.

A foreign contractor without a valid seal shall provide certification from a competent authority confirming that the signature on the Application for bidding and other bid documents is that of the contractor's lawful representative.

## BREAKDOWN OF EXPERT REMUNERATIONS

Currency: \_\_\_\_\_

No.	Full name	Position in the contract package	Working place	Remuneration /month (day)-person rate	Time-input in month (day)-person	Expert remuneration	Total
	(1)	(2)	(3)	(4)	(5)	(6) = (4) x (5)	(7)
<b>I</b>	<b>Key experts</b>						
1			Company			(a)	(a)+(b)
			Field			(b)	
2	...		Company				
			Field				
<b>II</b>	<b>Non-key experts</b>						
1			Company				
			Field				
2	...		Company				
			Field				
<b>Total</b>							

Note: This form shall be filled out if the Bidding Documents do not request analysis of expert remunerations. If Bidding Documents request analysis of expert remunerations, Form No. 12A of this Chapter must also be filled out and submitted.

EXPERT REMUNERATION ANALYSIS SHEET<sup>4</sup>

Currency:

No.	Full name of expert	Position	Working place	Minimum wage rate	Social charges <sup>15</sup> [% of (4)]	Overhead <sup>26</sup> [% of (4)]	Total (3)+(4)+(5)	Profit [% of (7)]	Away from home office allowance	Expert remuneration/month (day) (7)+(8)+(9)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	
1	Nguyen Van A		Company							
			Field							
...			Company							
			Field							

Note: If the analysis of expert remunerations is not required, this form shall not be used.

<sup>1</sup> Social costs: includes costs such as social insurance, health insurance, unemployment insurance that are the responsibility of the employer according to current law.

<sup>2</sup> General management costs: are general costs of the contractor not directly related to the implementation of the bidding package calculated per person, including costs such as: office rental costs, electricity and water, communications, Research and Development...

## STATEMENT OF OTHER EXPERT COSTS

Currency: \_\_\_\_\_

No.	Description	Unit	Cost/unit (1)	Quantity (2)	Cost (3) = (1) x (2)
1	[Business trip allowances]	[Day]			
2	[Flights]	[Ticket]			
3	[Communication costs]				
4	[Equipment, documents, etc.]				
5	[Domestic travel costs]				
6	[Office rent, hired support clerk]				
7	[Training of the Employer's personnel]				
<b>Total costs</b>					

## SUMMARY OF COSTS

Items	Cost	
	<i>(Local currency)</i>	<i>(Foreign currency)</i>
Expert remunerations		
Other expert costs		
<b>Total costs</b> <i>(match the amount in the Application for bidding)</i>		

\* Note: Bid currency as prescribed in ITB Section 13.1.

**PART 2. TERMS OF REFERENCE**  
**Chapter V. TERMS OF REFERENCE**

**I. Introduction:**

**1. Overview of Urban and rural planning activities and Tender Package.**

**1.1. Overview of Urban and rural planning activities**

a) Name of Urban and rural planning activities: Preparation of the General Planning of Hai Phong City to 2050, with a Vision to 2075.

b) Employer: Hai Phong Department of Construction.

c) Funding source: City budget.

d) Objectives of the package:

To prepare the General Planning of Hai Phong City to 2050, with a vision to 2075, ensuring the planning scope, scale, viewpoints, objectives, nature of planning, key research requirements, and main planning requirements in accordance with Decision No. 423/QĐ-TTg dated 11 March 2026 of the Prime Minister and other relevant regulations.

The planning study area covers the entire administrative boundary of Hai Phong City after the merger (as per Resolution No. 1669/NQ-UBTVQH15 dated 16 June 2025 of the National Assembly Standing Committee), as well as relevant marine spatial areas in accordance with applicable laws, including 114 commune-level administrative units.

dd) Scope of work:

dd. 1. Preparation of the General Planning Dossier of Hai Phong City to 2050, vision to 2075:

The format and composition of the planning dossier shall comply with Circular No. 16/2025/TT-BXD dated 30 June 2025, including requirements for GIS-based geospatial database planning documentation.

- Main contents of the planning dossier:

+ Fully comply with Article 22 of the Law on Urban and Rural Planning 2024 and Article 1 of the Law amending and supplementing a number of articles of the Law on Urban and Rural Planning 2025;

+ Fully comply with the approved planning tasks under Decision No. 423/QĐ-TTg dated 11 March 2026, including research requirements, key planning requirements, and implementation requirements during planning preparation;

+ Comply with all directions, policies, and orientations of the Communist Party and State, Hai Phong City Party Committee and People's Committee, including: Conclusions of General Secretary To Lam at the meeting with the Hai Phong Party Committee Standing Board day 16 March 2026 (Notice No. 27-TB/VPTW dated 18 March 2026; Notice No. 386-TB/TU dated

May 15, 2026, announces the opinion of the Standing Committee of the City Party Committee regarding monitoring the progress of tasks assigned by the Central Committee, the City Party Committee, the Standing Committee of the City Party Committee, the Standing Committee of the City Party Committee, and individual members of the Standing Committee of the City Party Committee; Notice No. 245/TB-VP dated May 26, 2026, announces the conclusions of the Standing Vice Chairman of the People's Committee of Hai Phong City, Le Anh Quan, at the meeting to hear the Department of Construction report on some contents related to the General Planning of Hai Phong City until 2050, with a vision to 2075...).

+ Propose environmental protection solutions within the planning area, including: Establishment of protected and restored environmental zones affected by construction activities; Requirements for waste management and pollution control during implementation of development projects under the planning;

+ Prepare regulations for management according to urban and rural planning as prescribed in Clause 1, Article 23 of Decree 178/2025/ND-CP dated 1 July 2025.

dd.2. Organize consultation with state management agencies, organizations, experts, and affected communities in accordance with Article 37 of the Urban and Rural Planning Law 2024.

The Department of Construction is the agency responsible for organizing consultations with state management agencies, organizations, experts, and relevant residential communities during the planning process (as assigned by the City People's Committee, with estimated implementation costs specified in Decision No. 1642/QD-UBND dated 24 April 2026).

The consulting contractor shall be hired to carry out certain supporting activities during the consultation process, including:

- Printing consultation documents;
- Providing manpower support during the community consultation process at commune/ward level, including organizing the posting and public display of planning documents in public places to ensure disclosure and collection of public comments;

- Printing the finalized planning documents after incorporating, reviewing, and revising based on received feedback.

dd.3 Printing and finalization of planning dossiers, related documents and materials, including documents required for appraisal and approval, summary reports, explanatory reports, and draft approval decisions of the competent authority.

dd.4. Public disclosure of the planning.

The Department of Construction is the agency responsible for organizing the public disclosure of the planning (as assigned by the City People's Committee, with estimated implementation costs specified in Decision No. 1642/QD-UBND dated 24 April 2026).

The consulting contractor shall be hired to provide support in organizing the planning disclosure conference and related activities.

dd.5. Other related tasks.

### **1.2. Overview of the Tender Package:**

- Name of contract package: Package No. 03: Consultancy for Preparation of the General Planning of Hai Phong City to 2050, with a vision to 2075.

- Employer: Hai Phong Department of Construction.
- Summary of main scope of work: Preparation of the General Planning of Hai Phong City to 2050, with a vision to 2075.
- Package price: **68,970,474,000 VND** (In words: Sixty-eight billion, nine hundred seventy million, four hundred seventy-four thousand Vietnamese dong).
- Funding source: City budget.
- Method of contractor selection: Open bidding; international; non-e-procurement.
- Bidding method: One-stage, two-envelope process.
- Duration of contractor selection process: 50 days.
- Start time of contractor selection process: Q2/2026.
- Type of contract: Lump-sum contract.
- Contract implementation period: 180 days.

### **2. Description of the Purpose for Contractor Selection:**

Select a consulting contractor with a planning proposal for the General Planning of Hai Phong City to 2050, with a vision to 2075, that is consistent with the development requirements of the locality and has high feasibility.

## **II. Scope of Work:**

### **1. Detailed Description of the Scope of Work for the Contractor**

Preparation of the General Master Plan of Hai Phong City to 2050, with a vision to 2075, in accordance with the following principal research requirements:

1.1. Scope, scale, and planning period of the master plan

a) Location and boundaries of the planning area:

The planning area is bounded as follows:

- North: Adjacent to Quang Ninh Province and Bac Ninh Province;

- South: Adjacent to Hung Yen Province;
- East: Adjacent to Quang Ninh Province and the Gulf of Tonkin;
- West: Adjacent to Bac Ninh Province and Hung Yen Province.

b) Planning scope: Covering the entire administrative boundary of Hai Phong City after the merger (pursuant to Resolution No. 1669/NQ-UBTVQH15 dated June 16, 2025 of the Standing Committee of the National Assembly), and the relevant marine spatial area in accordance with current laws, including 114 commune-level administrative units.

c) Planning scale:

The total natural area for planning is approximately 3,194.72 km<sup>2</sup> (pursuant to National Assembly Resolution No. 202/2025/QH15 dated June 12, 2025 on the reorganization of provincial-level administrative units), including mainland areas, offshore islands, and marine areas.

(The planning boundaries and scale will be further specified during the preparation of the planning scheme based on accurate documents, maps, and data.)

d) Planning period:

Short-term horizon: to 2040; long-term horizon: to 2050; vision: to 2075.

## 1.2. Planning viewpoints and objectives

a) Viewpoints:

- The General Master Plan of Hai Phong City is formulated in compliance with legal regulations on planning; ensuring consistency and synchronization with the National Master Plan, the National Marine Spatial Plan, sectoral national plans, the Red River Delta Regional Plan, and other relevant plans; inheriting the fundamental orientations of the Hai Duong Provincial Plan and Hai Phong City Plan, as well as approved urban and construction plans.

- Fully promoting the potential and comparative advantages of a special-class seaport city; organizing a rational spatial structure among urban areas, industry, services, rural areas, islands, and maritime zones; ensuring a harmonious relationship between marine economic development, natural resource protection, environmental sustainability, and climate change adaptation.

- Developing the city towards sustainability, modernity, intelligence, and resilience; closely integrating urban spatial development with investment in synchronous and modern technical and social infrastructure systems; efficiently and economically utilizing land, water, and marine resources.

- Ensuring harmony between economic development and socio-cultural development and environmental protection; linking urban development with rural development; improving the quality of life of the population, ensuring social welfare, and guaranteeing equitable access to urban infrastructure and services.

- The master plan shall have a long-term and strategic vision; ensuring continuity, stability, and flexibility; and the capacity to be adjusted and adapted to socio-economic changes, scientific and technological developments, and climate change in each development stage.

- Ensuring national defense and security requirements; maintaining the strategic role and position of Hai Phong City within the national and regional urban system.

b) Objectives:

- To develop Hai Phong into a modern, smart coastal city with strong spillover effects and international competitiveness; ensuring balanced economic, social, and environmental development; and serving as a model for sustainable urban governance with distinct identity, resource protection, and climate change adaptation.

To concretize the development orientations of Hai Phong City within the national and regional socio-economic development strategies; serving as an important legal basis for urban and rural planning management; formulating development policies and creating growth drivers; and providing the basis for preparing and adjusting master plans, sub-zone plans, detailed plans, urban development programs, and investment management in accordance with the approved planning.

- To establish spatial and infrastructure foundations for the development of urban areas and centers for culture, marine economy, high-tech industry, innovation, digital transformation, and green transition; enhancing regional linkage capacity and national and international connectivity.

1.3. Characteristics of the planning area

- Hai Phong City is a centrally governed city, serving as one of the country's important marine economic centers, a growth pole and development driver of the Red River Delta and the northern coastal region; a special-class seaport city, a major center for industry, logistics, and integrated services; and a national and international trade gateway associated with key seaports, maritime transport, aviation, railway, and road transport systems.

- It is a center for the development of modern industry, high-tech industry, logistics services, trade, finance, and marine-island tourism; a national and international hub for innovation, scientific and technological research and application, education, training, and high-quality healthcare.

- It is a modern and civilized coastal city, embodying the historical and cultural values of the Dong cultural region and the traditions of a port city; featuring a distinct identity and high-quality living environment, ensuring harmony between urban and rural areas, and between economic development, heritage preservation, landscape protection, and ecological environment.

- It is an important national transport hub and the main gateway to the sea for the Hanoi Capital Region and the Red River Delta; playing a key role in connecting domestic and international economic corridors.

- It is an area of particularly strategic importance in terms of national defense and security, associated with the protection of national sovereignty over seas and islands; ensuring maritime security, energy security, and the safety of national development space.

#### 1.4. Preliminary development forecast

##### a) Population size forecast:

- By 2040: The total population of the city is expected to reach approximately 6.50 – 6.80 million people (of which the resident population is approximately 5.20 – 5.50 million people).

- By 2050: The total population of the city is expected to reach approximately 8.50 – 9.50 million people (of which the resident population is approximately 7.50 – 8.00 million people).

##### b) Land use forecast (excluding land for major infrastructure facilities):

Urban construction land is estimated at approximately 100,000 – 120,000 hectares by 2040; and approximately 160,000 – 180,000 hectares by 2050.

(Population size and urban construction land for each period will be further studied, analyzed, evaluated, and specified during the preparation of the planning scheme.)

#### 1.5. Research requirements for planning contents

Adhering to the guiding viewpoints, objectives, vision, and development orientations related to Hai Phong City (as stated in the Resolutions of the Party, National Assembly, Government, City Party Committee; national sectoral plans, regional plans, etc.), and exploiting and promoting the distinctive values of its role, natural conditions, cultural and historical values, architectural and landscape space, and ecological systems; ensuring requirements for regional linkage, national defense, and security.

##### a) Position, role and regional linkage

- To study and analyze the position and role of Hai Phong City within the national urban system, the Red River Delta region, the northern coastal region, and international connectivity networks; clarifying the functions and role of Hai Phong as a special seaport city and an important national growth pole.

- To analyze regional linkages in terms of spatial development, socio-economic development, technical infrastructure, logistics, environment, and national defense and security; to assess changes in spatial organization and development drivers before and after administrative boundary consolidation; and to clarify the relationship between urban and rural areas, as well as between key development zones and conservation areas that preserve and promote the cultural values of the Dong region and maritime culture.

b) Comprehensive assessment of the current situation

To analyze and comprehensively assess natural conditions, resources, environment, climate change, and disaster risk factors; the current socio-economic development status and quality of life of the population.

- To assess the current status of the urban and rural system, functional zones, industrial zones, economic zones, and tourism areas; as well as population, labor, and urban–rural population distribution.

- To assess current land use across the city by main land-use categories; existing architectural and landscape zoning; and the current status of socio-economic infrastructure, housing, technical infrastructure, and the environment, serving as a basis for identifying key issues to be addressed in the new planning period.

c) Assessment of planning management and implementation

- To assess the implementation of approved plans, particularly the effectiveness of spatial development management, land use, and investment in technical infrastructure development.

- To review ongoing major programs and projects; identify existing shortcomings, overlaps, and inconsistencies in planning implementation and urban development management, serving as a basis for proposing appropriate adjustment orientations and planning governance solutions.

d) Compliance requirements with higher-level plans

- To fully identify requirements that must be complied with and specified from the National Master Plan, the National Marine Spatial Plan, national sectoral plans, regional plans, and other relevant city plans.

- To ensure consistency, synchronization, and integration between the General Master Plan of Hai Phong City and higher-level plans as well as ongoing sectoral plans.

dd) Study of domestic and international experience

To research, synthesize, and selectively review typical domestic and international models and experiences in the development of seaport cities, maritime cities, coastal cities, ecological cities, and smart cities with similar conditions; drawing relevant lessons for application to the specific context of Hai Phong.

- e) Development viewpoints, objectives, characteristics, and development preconditions
- To define the development viewpoints and objectives of Hai Phong City for each period, ensuring alignment with national development orientations and sustainable development requirements.
  - To determine the urban characteristics and key development preconditions in terms of spatial structure, infrastructure, economy, science and technology, innovation, digital transformation, and green transition, serving as a basis for spatial organization orientation and resource allocation.
- g) Forecasts and development indicators
- To forecast population size, labor force, land use demand, and infrastructure requirements by development phase; and to determine key indicators for technical infrastructure, social infrastructure, and the environment for both urban and rural areas.
  - To provide development orientations for wards and communes, ensuring stability, consistency with the spatial structure model, and requirements for urban development management.
- h) Urban structure and development plan options
- To define principles, criteria, and methods for selecting alternative urban structural development options; ensuring effective promotion of development driver areas, development corridors, and key spatial zones of the City.
- i) Overall spatial model and structure
- To determine the development model and overall spatial structure of the entire city, consistent with the regional spatial structure, ensuring connectivity with major cities in the Hanoi Capital Region and the Red River Delta region.
  - To orient the spatial organization of urban and rural areas; develop spatial structures of wards, ward clusters, communes, and commune clusters associated with urban redevelopment, urban upgrading, and urban development, ensuring identity and efficient land use.
- k) Organization of functional zones
- To orient the spatial organization of functional zones, key development areas, and areas of political, cultural, historical, national defense, and security significance.
  - To define the system of administrative, education, healthcare, cultural, sports, and specialized centers at various levels; and to propose management and development models for new functional zones.
- 1) Architecture, landscape, and green space

- To orient architectural and landscape zoning; organize the system of green spaces, water surfaces, main spatial axes, gateways, and urban landmarks. To orient the conservation, restoration, and promotion of natural landscape values and cultural heritage; linking conservation with economic development and sustainable tourism.

m) Land use orientation

- To orient city-wide land use by development stages; identifying areas for urban development, rural areas, functional zones, agricultural production areas, forestry areas, national defense and security areas, and other designated areas.

- To determine land demand for housing development, including social housing.

n) Underground space and technical infrastructure

- To orient the development of urban underground space; organize the external and internal transport systems, and multimodal urban transport networks.

- To orient water supply, drainage, wastewater treatment, solid waste management, energy supply, cemeteries, and key technical infrastructure facilities, ensuring sustainable development and climate change adaptation capacity. Key research contents include:

- Transport:

+ To propose planning solutions to address the overload and lack of synchronization in the citywide technical infrastructure system, particularly transport infrastructure; and to mitigate environmental issues and traffic congestion. To study the integration of public transport and land use in order to efficiently utilize land resources, facilitate the development of mass transit systems associated with green transition, and expand urban and functional development spaces. To identify the external transport network including road, railway, waterway, and air transport; locations and capacities of airports, seaports, inland ports, inland waterway terminals, and railway stations; road routes; urban railway systems (elevated, at-grade, and underground); and locations and capacities of intercity bus terminals linked with synchronized logistics infrastructure development requirements; and to define logistics transport centers and interregional passenger transport hubs.

+ To forecast passenger and freight transport demand and assess the adaptability of the transport system. To determine the urban-level primary transport network, urban railway lines and stations (elevated, at-grade, and underground); organize public transport systems and parking facilities (elevated, at-grade, and underground) by development phases; and define the scale of main urban corridors and utility tunnels. To study the establishment of urban public transport systems, static traffic systems, and smart transport infrastructure and smart services. To organize integration between underground transport systems and the city's

underground spatial planning. To propose approaches for resolving transport issues in the old inner-city and existing central areas; and to strengthen regional and interregional transport connectivity, linking key infrastructure hubs of the region.

- Technical preparation:

+ To review and update orientations for irrigation infrastructure development and disaster prevention in accordance with national sectoral plans. To identify key hydraulic infrastructure facilities such as dikes, pumping stations, culverts through dikes, etc., for flood prevention and climate change adaptation.

+ To determine construction elevation levels for each area, identify preliminary areas for land filling and ground lowering. To define main drainage axes, catchment areas, design stormwater drainage systems and main networks, flow directions, water retention areas, and semi-flooded spaces for urban flood prevention and control.

- Water supply:

To define standards and forecast water demand, including water for domestic use, public facilities, industrial zones, tourism areas, and other functional zones. To assess and select water supply sources (diversifying water sources to ensure adequate supply for the city's population); develop water supply options, promote water-saving and efficient use; select water treatment technologies and water reuse solutions. To determine the location and scale of key facilities and the main distribution network of the water supply system by development phase. To propose measures for protection of water sources and water supply facilities.

- Power supply, energy, and lighting:

To forecast electricity load demand and other energy consumption needs; determine energy supply sources (including proposals for clean and renewable energy solutions), and identify the location and scale of key facilities and main distribution networks of the energy supply and urban lighting system by development phase. To ensure consistency and synchronization with transmission and distribution systems in the national power planning and other energy plans.

- Information and communication infrastructure:

To determine the location and scale of key facilities (Hai Phong SOC Center; IOC Center; data integration center; shared data repository) and the main distribution network of the information and communication system by development phase, ensuring support for socio-economic development and smart city development. To develop digital infrastructure for industrial zones. To propose principles for management, undergrounding, and shared use of telecommunications infrastructure; and to develop digital infrastructure towards digital economy development, breakthrough urban governance, and digital government.

- Wastewater collection and treatment:

To review, update, and adjust the location, scale, and capacity of key facilities and the main wastewater drainage network by development phase, ensuring consistency and synchronization with the city's overall drainage master plan. To propose planning orientations and solutions toward wastewater reuse and requirements for effluent quality after treatment.

- Solid waste collection, treatment, and cemetery management:

To review, update, and adjust the location, scale, and capacity of key treatment facilities and the main solid waste collection network by development phase; and the location, scale, and function of cemeteries. To propose environmental management requirements and measures for solid waste treatment facilities and cemeteries.

o) Environmental protection and climate change adaptation

To propose requirements and solutions for environmental protection; identify areas requiring environmental protection and ecological restoration; and control pollution and reduce emissions in the process of urban development.

p) Priority programs and projects

To identify priority investment programs and projects by planning phases, ensuring feasibility, driving role, and effectiveness in the implementation of the master plan.

1.6. Key requirements for the master plan

a) Regional linkage and growth pole role

To study the development of Hai Phong City in close linkage with provinces and cities in the Northern growth pole region, the Red River Delta region, and the Hanoi Capital Region; clarifying Hai Phong's role as a growth pole, a marine economic center, and an international trade gateway of the region.

To provide spatial and infrastructure orientations ensuring effective regional connectivity, strengthening complementarity and functional division of labor between Hai Phong and other major cities in the region.

b) Inheritance, review, and integration of planning

- To review and assess the implementation of approved plans; identify inherited contents, shortcomings, limitations, and issues that are no longer suitable in the new development context and after administrative boundary consolidation.

- To study, update, and integrate orientations from national-level plans, regional plans, and relevant sectoral plans; and to organize a synchronized development space between the eastern and western areas of Hai Phong City.

c) Transport infrastructure and multimodal hubs

- To study the development orientation of the transport infrastructure framework and multimodal transport hubs in key economic development areas, linked with seaports, airports, national railways, and inland waterway networks.

- To clarify the role of the Lao Cai – Hanoi – Hai Phong railway line and the Dong Anh – Gia Binh – Ha Long railway line; to study the urban railway network and Transit-Oriented Development (TOD) models in key areas; ensuring synchronized connectivity with provinces in the Hanoi Capital Region and the Red River Delta region by development phase.

d) Development of key spatial areas

To study spatial development orientations for the city's key areas, focusing on:

- Urban renewal and renovation of old urban areas and historic central districts, including the eastern old quarter (former Hai Phong City) and the western old quarter (former Hai Duong City); and to study spatial organization and development corridors connecting ward clusters with the city's administrative center.

- To define a natural spatial framework and urban-landscape design for riverfront and coastal waterfront areas; clearly identify ecological conservation areas, transitional buffer zones, and controlled development areas, particularly the Chi Linh – Con Son mountainous area, Cat Ba Archipelago, coastal lowland areas, and mangrove forest systems; and to define the urban spatial axis along both sides of the Cam River.

- To conserve and promote urban architectural values; and to study the relationship between maritime space and seaport systems (Lach Huyen, Nam Do Son), tourism spaces, and marine ecological conservation areas.

dd) Industry and logistics

To study the development orientation of the network of industrial zones, clusters, and logistics services towards modernity, specialization, and integration with transport infrastructure and multimodal transport hubs; ensuring efficient land use, environmental control, and alignment with the marine economic development strategy.

e) Agriculture and rural space

To propose development models for concentrated agriculture, clean agriculture, and high-tech agriculture linked with specialty agricultural production zones; and to orient the spatial organization of rural settlements in line with the urbanization process, ensuring sustainable livelihoods and preserving rural identity.

g) Underground space, technical infrastructure, and key thematic studies

To orient the development of underground space and technical infrastructure in accordance with legal regulations, with a focus on supplementing, in-depth research, and international experience benchmarking for the following thematic areas:

- Urban railway systems and Transit-Oriented Development (TOD) models; planning and efficient utilization of urban underground space.

- Solutions for smart urban development associated with information infrastructure, science, and technology.

- Multimodal transport and logistics systems; inland waterway transport networks within the region.
- Feasibility studies for determining the location and scale of airports.
- Parking systems in high-density residential and activity areas.
- Development of bus-based public transport systems associated with green transition.
- Solutions to enhance resilience against natural disasters and climate change.
- Ensuring water supply safety, protection of water resources, and efficient and green energy use.
- Resolving existing conflicts and overlaps between internal and external transport systems; studying the arrangement of intercity bus terminals and multifunctional complexes linked to transport and logistics hubs; and completing missing key infrastructure systems such as water treatment plants, solid waste treatment facilities, wastewater treatment facilities, funeral service facilities, and cemeteries.
- Ensuring consistency and synchronization of forecasting data and development orientations; ensuring interoperability with the Hai Phong City Master Plan for the 2021–2030 period, vision to 2050, and other ongoing sectoral and specialized plans.

#### h) Socio-economic infrastructure and environment

To propose solutions for developing a synchronized, modern, and high-quality socio-economic infrastructure system; and to address urban and rural environmental issues, aiming toward sustainable development.

#### 1.7. Requirements for planning dossiers and products

The list of dossiers and contents of the master plan shall comply with Article 10 of Circular No. 16/2025/TT-BXD dated June 30, 2025 of the Minister of Construction, which provides detailed guidance on certain provisions of the Law on Urban and Rural Planning.

#### 1.8. Requirements and principles for consultation

Consultation during the preparation of the Hai Phong City Master Plan to 2050, with a vision to 2075, shall be conducted in accordance with Articles 36 and 37 of the Law on Urban and Rural Planning dated November 26, 2024, as amended and supplemented by Clauses 24 and 25, Article 1 of the Law amending and supplementing the Law on Urban and Rural Planning dated December 11, 2025, and other relevant legal documents.

#### 1.9. Requirements during the organization of planning preparation

Study on the preparation of the General Master Plan of Hai Phong City to 2050, with a vision to 2075, shall present orientational contents, ensuring consistency, synchronization, and integrated linkage of targets and development orientations

between short-term and long-term stages, in alignment with the Adjusted Master Plan of Hai Phong City for the 2021–2030 period, with a vision to 2050, as well as relevant national-level and regional-level plans.

- To improve research quality and feasibility, in addition to the requirements stipulated in Law on Urban and Rural Planning No. 47/2024/QH15 dated November 26, 2024; Law amending and supplementing a number of articles of the Law on Urban and Rural Planning No. 144/2025/QH15 dated December 11, 2025; Decree No. 178/2025/NĐ-CP dated July 01, 2025 of the Government detailing a number of provisions of the Law on Urban and Rural Planning; Decree No. 34/2026/NĐ-CP dated January 22, 2026 amending and supplementing a number of articles of Decree No. 178/2025/NĐ-CP dated July 01, 2025; and Circular No. 16/2025/TT-BXD dated June 30, 2025 guiding the implementation of the Law on Urban and Rural Planning (as amended and supplemented by Circular No. 43/2025/TT-BXD dated December 09, 2025 of the Ministry of Construction), the following should be noted during the organization of planning preparation:

- The planning must ensure consistency and synchronization in terms of regional linkage, land use planning, and development orientations of key sectors and fields, in line with socio-economic development targets.

- Geographic Information System (GIS) technology shall be applied to analyze and assess urban development trends over recent years, in order to propose planning solutions appropriate to the characteristics of Hai Phong City. The GIS database shall be transferred to competent state authorities for development forecasting and digital transformation in urban management and planning.

- Urban design shall comply with the requirements set out in Circular No. 06/2013/TT-BXD dated May 13, 2013 and Circular No. 16/2013/TT-BXD dated October 16, 2013. The use of modern technologies to simulate urban structure and spatial development orientations under proposed scenarios is encouraged.

- To develop implementation plans and mechanisms for the master plan on the basis of coordination with relevant agencies and other planning consultancy units, in order to ensure that research contents are updated with diverse and synchronized information, particularly for special programs, schemes, and projects of Hai Phong City.

- To develop a framework for evaluating the implementation of the master plan (for the 2035 and 2050 milestones), providing a basis for specialized agencies to monitor and timely adjust (if necessary) regulations, mechanisms, and policies in urban planning and development management in an effective and scientific manner, in line with the State's orientation on administrative reform and smart city development.

**2. Description of Specific Tasks to Be Carried Out by the Contractor During the Consultancy Services Contract Period.**

Work items based on expert salaries and non-salary costs: Consultancy for the preparation of the General Master Plan of Hai Phong City to 2050, with a vision to 2075, including:

No.	Description of work
1	Field survey, investigation, and collection of data and relevant documents
2	Analysis and assessment of current conditions
3	Determination of viewpoints, objectives, characteristics, and development preconditions of Hai Phong City
4	Forecasting and proposing technical-economic indicators
5	Proposal of development model and spatial structure
6	Spatial development orientation
7	Land use planning orientation by planning phases
8	Regulations on architectural and landscape control
9	Orientation for development of social infrastructure system
10	Orientation for development of technical infrastructure system
11	Proposal of environmental protection solutions
12	Implementation plan and priority programs and investment projects
13	Completion of technical dossier in accordance with Circular No. 16/2025/TT-BXD dated June 30, 2025
14	Completion of planning dossier using Geographic Information System (GIS)
15	Support for appraisal submission, public consultation, and approval process of the planning scheme
16	Finalization of dossier according to the approved planning decision
17	Support for publication and disclosure of the approved planning scheme

**3. Expected start time for experts to begin providing consulting services:** Immediately after contract signing.

### **III. Reports and Timeline for Execution:**

#### **1. Reports:**

In accordance with implementation progress, the contractor shall regularly submit preliminary reports on the contract implementation plan, weekly progress reports on the project status for timely resolution of arising issues during execution. The contractor shall also submit ad-hoc reports as requested by the Employer, as well as a comprehensive final report upon completion of the contract.

#### **2. Products:**

The components of the deliverable documentation shall comply with the guidelines prescribed in Circular No. 16/2025/TT-BXD dated June 30, 2025 of the Minister of Construction, which provides detailed provisions of the Law on Urban and Rural Planning.

#### **3. Execution Time:**

According to the schedule proposed by the contractor, the maximum duration for completion shall not exceed 360 days from the date of contract signing.

### **IV. Contractor's Experience and Personnel:**

The consultants, experts, and staff participating in the contract must possess relevant experience, qualifications, certificates, and professional licenses in accordance with the project requirements and assigned tasks, as specified in the key personnel evaluation criteria in the Bidding Document (BD), and shall comply with applicable current regulations.

### **V. Responsibilities of the employer:**

#### **1. Provision of Working Conditions**

The Contractor shall be proactive and bear all costs related to the execution of the contract. The Employer shall not be responsible for providing office space, transportation, or necessary equipment for the Contractor to perform its work.

#### **2. Supporting personnel from the employer**

During contract execution, the Employer shall assign staff to work in coordination with the Contractor to resolve issues arising during implementation.

The Contractor shall not bear any costs related to the Employer's supporting personnel during their work, except in cases where such support is requested by the Contractor and the Employer's staff are required to directly participate in tasks within the scope of the contract.

#### **3. Documents relevant to the consultant's duties**

The Employer shall provide the Contractor with any documents related to the execution of the contract that are in the Employer's possession, as soon as possible upon the Contractor's request. Such documents shall be provided in Vietnamese and shall be supplied free of charge to the Contractor.

**Part 3. CONTRACT CONDITIONS AND FORMS OF CONTRACT**  
**Chapter VI. GENERAL CONDITIONS OF CONTRACT (GCC)**

**1. Definitions**

For the purposes of this contract, the following terms are construed as follows:

- 1.1. "Employer" means the organization defined in the Specified Conditions of Contract (SCC);
- 1.2. "Contract" means the written agreement signed between the Employer and the successful contractor, including all appendices and attachments;
- 1.3. "Contractor" means the successful contractor (that is either independent contractor or consortium contractor) as specified in the SCC;
- 1.4. "Subcontractor" means an entity whose name appears on the list of subcontractors attached to the contractor's submitted bid and that enters into a contract with the contractor to provide relevant services;
- 1.5. "Contract documents" means the documents listed in the contract, including any amendments thereto;
- 1.6. "Contract price" means total amount payable for the provided consulting services as specified in the contract. The contract price is inclusive of all taxes, fees and chagres (if any);
- 1.7. "day" means calendar day; "year" is 365 days;
- 1.8. "Consulting services" means all the works to be performed by the contractor pursuant to this contract, as described in the terms of reference;
- 1.9. "Completion" means the fulfillment of the related works by the contractor in accordance with the terms and conditions set forth in the contract;
- 1.10. "Project site" means the place named in the SCC;
- 1.11. "Effective date" means the date specified in the SCC;
- 1.12. "Other expenses" means any expense, other than consultants' salaries, relevant to the consulting services.

<p><b>2. Contract documents and order of priority</b></p>	<p>2.1. All documents specified in General Conditions of the Contract (GCC) Section 2.2 (including all parts thereof) will form the contract and are intended to be correlative, complementary, and mutually explanatory.</p> <p>2.2. The documents forming the contract shall be arranged in the following order of priority:</p> <ul style="list-style-type: none"> <li>a) Contract, including all appendices thereto;</li> <li>b) Record of contract negotiation and completion;</li> <li>c) Letter of acceptance and contract award;</li> <li>d) Decision to approve contractor selection result;</li> <li>dd) Special Conditions of Contract (SCC);</li> <li>e) General Conditions of Contract (GCC);</li> <li>g) Contractor's bid and clarifications thereof;</li> <li>h) Bidding Documents and addenda (if any);</li> <li>i) Any other document listed in the SCC.</li> </ul>
<p><b>3. Governing law and language</b></p>	<p>3.1. This contract shall be governed by the law of Vietnam.</p> <p>3.2. This contract shall be written in the language specified in the SCC.</p>
<p><b>4. Use of documents and information related to the contract</b></p>	<p>4.1. All documents and information compiled or prepared by the contractor within the scope of this contract shall be deemed to be under the ownership of the Employer, unless otherwise specified in the SCC. The contractor may retain a copy of such documents and information but shall not use the same for purposes other than their intended purposes without prior written approval by the Employer.</p> <p>4.2. The Employer and the contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the contract, whether such documents, data, or information has been furnished prior to, during or following completion or termination of the contract. The contractor may furnish to its subcontractors such documents, data, and other information it receives from the Employer to the extent required for the subcontractor to perform its work under the contract. In this case, the subcontractor shall provide the contractor with an undertaking to keep confidentiality of such documents, data, and other information.</p>

	<p>4.3. The Employer shall not use such documents, data, and other information received from the contractor for any purposes unrelated to the contract. Similarly, the contractor shall not use such documents, data, and other information received from the Employer for any purpose other than the performance of the contract.</p> <p>4.4. The obligation of the Employer and the contractor under GCC Section 4.2 and Section 4.3 above, however, shall not apply to information that:</p> <ul style="list-style-type: none"> <li>a) the Employer or contractor need to share with a competent authority;</li> <li>b) now or hereafter enters the public domain through no fault of the Employer or contractor;</li> <li>c) can be proven to have been possessed by a party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or</li> <li>d) otherwise lawfully becomes available to a party from a third party that has no obligation of confidentiality.</li> </ul> <p>4.5. The above provisions of GCC Section 4 shall not in any way modify any undertaking of confidentiality given by either or the parties hereto prior to the date of the contract in respect of the provision of consulting services.</p> <p>4.6. The provisions of GCC Section 4 shall survive completion or termination, for whatever reason, of the contract.</p>
<p><b>5. Copyright</b></p>	<p>5.1. The contractor undertakes that the consulting services it provides for the Employer do not infringe upon the intellectual property rights of any third party.</p> <p>5.2. The contractor shall wholly assume legal responsibility for any damage caused by a third party's complaints (if any) against infringement of intellectual property rights relevant to the consulting services it provides for the Employer.</p>
<p><b>6. Insurance</b></p>	<p>6.1. The contractor shall purchase and maintain, and shall cause any subcontractor to purchase and maintain, insurance against the risks and other insurance types as prescribed by law.</p> <p>6.2. The contractor shall ensure that such insurance is in place prior to commencing the provision of consulting services.</p>
<p><b>7. Type of contract</b></p>	<p>Type of contract is specified in the SCC.</p>

<b>8. Contract price</b>	The contract price specified in the SCC is total costs for performing the work items of the contract package with satisfaction of schedule and quality requirements laid down in Bidding Documents.
<b>9. Taxes and fees</b>	The contractor and subcontractor(s) are responsible for meeting all tax and fee liabilities arising out of the contract. Payment of foreign contractor withholding tax (if any) is specified in the SCC.
<b>10. Advance payment and payment</b>	10.1. The Advance payment and payment shall be made as specified in the SCC. 10.2. The payment shall be made in the currency(ies) specified in the Bidding Documents and the contractor's bid.
<b>11. Contract duration</b>	The contract duration is specified in the SCC.
<b>12. Modification of contract</b>	<p>12.1. If any amendment of the terms and conditions of the contract is made during its validity, each party shall, within the period, as specified in SCC, from the receipt of the request for contract amendment from the other party, give due consideration and specific requirements regarding the received request in order to establish grounds for negotiations and conclusion of an appendix to the contract.</p> <p>12.2. The contract execution schedule may only be modified in the following cases:</p> <p>a) A force majeure event, which is not caused by the violation or negligence of the Employer or the contractor;</p> <p>b) Modification of the scope of work due to objective reasons resulting in change in the contract execution schedule.</p> <p>12.3. If the modification of the contract execution schedule does not result in extension of the project completion schedule, the Employer and the contractor shall reach an agreement on such modification. Otherwise, if the modification of the contract execution schedule results in an extension of the project completion schedule, the Employer and the contractor shall only reach an agreement on such modification after obtaining an approval from a competent authority.</p> <p>12.4. If any modification of the scope of work specified in the Contract and terms of reference affects the Contract price, two parties shall reach an agreement on the contents of work to be modified and contract price for use as the basis for conclusion of an appendix to the contract.</p>

<p><b>13. Personnel</b></p>	<p>13.1. The contractor shall mobilize all key experts, as referred to in its bid, to carry out the tasks, unless otherwise agreed upon with the Employer. Any substitution of personnel as specified in ITB Section 30.2 must be reported to, and requires the approval from, the Employer. The qualifications and experience of substitute personnel must be substantially equal to or better than those of the originally proposed personnel.</p> <p>13.2. The Employer is entitled to request the contractor to replace a key expert who is incapable of civil acts or has failed to fulfill his/her obligations or who is not the one proposed in the submitted bid. Within the period, as specified in the SCC, from the receipt of the Employer's request, the contractor shall provide as a substitute, an expert of qualifications and experience approved by the Employer. Unless otherwise agreed, any costs associated with this substitution of personnel shall be covered by the contractor.</p>
<p><b>14. Contractor's rights and obligations</b></p>	<p>14.1. Contractor's rights:</p> <ul style="list-style-type: none"> <li>a) Request the Employer to provide information and documents relevant to the provision of the consulting services;</li> <li>b) Refuse to perform unreasonable tasks beyond the scope of the contract;</li> <li>c) Have the copyright protected as prescribed by law (if any);</li> <li>d) Request the Employer to make payments on the schedule specified in GCC Section 10.</li> </ul> <p>14.2. Contractor's obligations:</p> <ul style="list-style-type: none"> <li>a) Assume responsibility for the quality of their consulting products;</li> <li>b) Provide the Employer with reports and documents in quantities and within time limit specified in the contract. The contractor shall notify in an adequate and timely manner all information relating to the consulting task which may delay or hinder the the completion of tasks according to the proposed schedule and solutions.</li> <li>c) Adhere to the intended completion schedule and deliver consulting products as specified in the contract; present contents of consulting services in meetings held by the Employer (if requested);</li> </ul>

	<p>d) The contractor or subcontractor(s) shall appoints their authorized and competent representatives to settle any outstanding issues at any time requested by the Employer (including days off) until consulting products have been accepted;</p> <p>dd) Provide documents serving meetings, reporting and appraisal, etc. in quantities requested by the Employer;</p> <p>e) Collect information necessary for the provision of consulting services under the contract.</p>
<b>15. Subcontracting</b>	<p>15.1. The contractor may enter contracts with the subcontractors in the list of subcontractors specified in the SCC to perform part of the work specified in the bid. The subcontracting shall not relieve the contractor from any of its obligations. The contractor shall assume responsibility before the Employer for the quantities, quality, progress and other obligations for the items it subcontracted.</p> <p>Any substitution or addition of subcontractor(s) other than those in the list of subcontractors in the SCC shall only be made with legitimate and plausible reasons and the approval of the Employer.</p> <p>15.2. The value of works performed by subcontractor(s) as specified in GCC Section 15.1 shall not exceed the percentage (%) of the contract price specified in the SCC.</p> <p>15.3. The contractor shall make payments in full and on schedule to subcontractor(s) as agreed upon between them.</p> <p>15.4. The contractor shall not sign any contract with any subcontractor to perform tasks other than those to be subcontracted as specified in the bid.</p> <p>15.5. Other subcontracting requirements are laid down in the SCC.</p>
<b>16. Breach of contract penalties and compensation for damage</b>	<p>Breach of contract penalties and compensation for damage are made as prescribed in the SCC.</p>
<b>17. Suspension of contract</b>	<p>The Employer may, by written notice of suspension to the contractor, suspend part or all payments to the contractor if the contractor fails to perform any of its obligations under this contract, provided that such notice of suspension shall (i) specify the contents of the failure, and (ii) request the contractor to remedy such failure within 30 days after the receipt by the contractor of such notice of suspension.</p>

<b>18. Termination of contract due to the contractor's fault</b>	<p>18.1. The Employer may, by written notice of termination to the contractor, terminate part or all contents of the contract if the contractor fails to perform its tasks as specified in the SCC.</p> <p>18.2. The Employer may send a written notice of termination of the contract to the contractor without paying any compensations if the contractor is found bankrupt. This termination of contract shall not terminate rights and benefits of the Employer under this contract and prescribed by law.</p> <p>18.3. If the Employer terminates part or all contents of the contract as specified in the GCC Section 18.1, the Employer may sign a contract with another contractor to perform such contents. The contractor shall pay compensation to the Employer for any expenses additionally incurred from the performance of such contents of contract. The contractor shall continue performing the remaining part of the contract.</p>
<b>19. Termination of contract due to the Employer's fault</b>	<p>The contractor may, by written notice of termination to the Employer, terminate part or all contents of the contract if the Employer fails to perform its obligations as specified in the SCC.</p>
<b>20. Force majeure</b>	<p>20.1. The failure of a party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this contract insofar as such failure arises from an event of force majeure, provided that the party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract, and (b) shall continue to perform its obligations under the contract as far as is reasonable and practical.</p> <p>20.2. For the purposes of this contract, "force majeure" means an event which is beyond the reasonable control of a party, is not foreseeable, is unavoidable, and makes a party's performance of its obligations hereunder impossible without the party's negligence or intentional action. A force majeure event includes, but is not limited to, war, riots, strikes, fire, explosion, flood, epidemics, lockouts or any other actions performed according to the Government's policies or regulations.</p> <p>20.3. A party affected by an event of force majeure shall notify the other party of such event, including cause thereof, as soon as possible, and in any case not later than 14 days following the occurrence of such event, and shall also provide a written certification of such event issued by a competent authority in charge of the place where such event occurs.</p>

	<p>The contractor affected by the event of force majeure shall continue to perform its obligations under the contract as far as is reasonably practical and take all reasonable measures to minimize the consequences of any event of force majeure.</p> <p>20.4. Any period within which a party shall complete any task pursuant to this contract shall be extended for a period equal to the time during which such party was unable to perform such task because of force majeure.</p> <p>20.5. During the period of their inability to provide the consulting services because of an event of force majeure, the contractor, upon request of the Employer, shall either:</p> <p>a) Demobilize experts, in which case the contractor shall be reimbursed for additional costs they reasonably and necessarily incurred; these costs shall be paid if the contractor reactivates the consulting services as requested by the Employer; or</p> <p>b) continue with the consulting services to the extent reasonably possible, in which case the contractor shall continue to be paid under the terms and conditions of this contract and be reimbursed for additional costs reasonably and necessarily incurred.</p> <p>In the case of dispute between the parties as to the existence or extent of force majeure, the case shall be settled according to GCC Section 21.</p>
<p><b>21. Settlement of disputes</b></p>	<p>21.1. The Employer and the contractor shall seek to resolve any dispute amicably by mutual consultation or negotiation.</p> <p>21.2. Any dispute that cannot be settled amicably by mutual consultation or negotiation within the period, following the occurrence of the dispute, specified in the SCC may be referred by either party to the competent authority in accordance with the provisions specified in the SCC.</p>
<p><b>22. Communications</b></p>	<p>22.1. Any notice of a party related to this contract shall be sent in writing to the other party at the address specified in the SCC.</p> <p>22.2. A notice shall be effective only when it is delivered or from the date specified thereon, whichever comes later.</p>

## Chapter VII. SPECIAL CONDITIONS OF CONTRACT (SCC)

<b>GCC 1.1</b>	Employer: Hai phong Department of construction
<b>GCC 1.3</b>	The contractor: _____ <i>[insert name of the selected contractor]</i>
<b>GCC 1.10</b>	Project site: Hai Phong city.
<b>GCC 1.11</b>	Contract effective date: The contract takes effect from the date both parties sign the contract.
<b>GCC 2.2</b>	Other documents: _____ <i>[insert names of other documents, if any]</i>
<b>GCC 3.2</b>	The languages used in the Contract are: Vietnamese and English <i>(or Vietnamese)</i> . Legally valid language to resolve disputes arising in contract performance (if any): Vietnamese.
<b>GCC 4.1</b>	Use of documents and information related to the Contract: Comply with the Government's regulations in Decree 37/2015/ND-CP.
<b>GCC 7</b>	Type of contract: Package contract.
<b>GCC 8</b>	The Contract price includes all costs, profit, and any taxes payable by the Contractor. The Contract price is fixed for the scope of work defined in the Contract and the Terms of Reference. The Contract price includes 8% VAT.
<b>GCC 9</b>	Foreign contractor tax: specifically specified in the contract.
<b>GCC 10.1</b>	<ul style="list-style-type: none"> <li>- Advance payment: In accordance with applicable regulations.</li> <li>- Payment method: Payment by bank transfer.</li> </ul> <p>Based on the capital plan allocated for the project. The Employer will make advance payments and contract payments in accordance with the provisions of Article 18 and Article 19 of Decree 37/2015/ND-CP.</p> <ul style="list-style-type: none"> <li>- Currency: Vietnamese Dong (VND)</li> <li>- Payment term: According to the Government's regulations in Article 19 of Decree No. 37/2015/ND-CP.</li> </ul>

<b>GCC 11</b>	Contract implementation time: _____ <i>[insert contract implementation time in accordance with the Bidding Documents, the bid and contract completion results between the two parties]</i>
<b>GCC 12.1</b>	The period for response to a request for contract amendment made by the Employer or Contractor is: 05 days from the date of receiving the request to adjust the contract based on the specific requirements of the amended content.
<b>GCC 13.2</b>	The period for personnel substitution made by the contractor is: 05 days from the date of receiving the Employer's request to replace personnel of the Employer.
<b>GCC 15.1</b>	The list of Subcontractors: _____ <i>[insert the list of subcontractors in conformity with that specified in the bid]</i>
<b>GCC 15.2</b>	Total value of works performed by subcontractor(s) shall not exceed: _____ of the Contract price <i>[insert the percentage (%), depending on the scale and nature of the contract package]</i>
<b>GCC 15.5</b>	Other subcontracting requirements: _____ <i>[insert any other requirements regarding subcontractors (if any)].</i>
<b>GCC 16</b>	<p>1. Penalty for breach of contract: Applied</p> <p>The contractor is fined at the rate of: 0.2% for each day of delay in completing work under the Contract.</p> <p>The total fine does not exceed: 12%. The Employer may deduct the penalty from the payments due to the Contractor.</p> <p>2. Compensation: Not applied</p>
<b>GCC 18.1</b>	<p>Termination of the Contract due to the Contractor's violations: According to the provisions of Clause 7, Article 41 of Decree No. 37/2015/ND-CP:</p> <ul style="list-style-type: none"> <li>- The contractor goes bankrupt, dissolves or transfers the construction contract to another person or organization without the approval of the Employer;</li> <li>- The contractor refuses to perform the work according to the contract or fifty-six (56) consecutive days does not perform the work according to the contract, leading to a violation of the implementation schedule according to the contract agreement, unless otherwise permitted by the Employer</li> </ul>

<p><b>GCC 19</b></p>	<p>Termination of the Contract due to the Employer's fault: According to the provisions of Clause 8, Article 41 of Decree No. 37/2015/NĐ-CP:</p> <ul style="list-style-type: none"> <li>+ The Employer goes bankrupt, dissolves or transfers the construction contract to another person or organization without the approval of the contractor;</li> <li>+ After fifty-six (56) consecutive days the work is stopped due to the Employer's fault, unless the parties agree otherwise;</li> <li>+ The Employer fails to pay the contractor after fifty-six (56) days from the date the Employer receives complete and valid payment documents, unless otherwise agreed by the parties. Before terminating the contract, the Contractor must notify the Employer in writing at least 28 days.</li> </ul>
<p><b>GCC 21.2</b></p>	<p>Dispute resolution: According to the provisions of Article 45 of Decree No. 37/2015/NĐ-CP:</p> <ul style="list-style-type: none"> <li>- When resolving disputes during the implementation of construction contracts, the parties must comply with the principles and procedures for resolving construction contract disputes specified in Clause 8, Article 146 of Construction Law No. 50/2014 /QH13.</li> <li>- In cases where the parties to the contract have agreed to resolve contract disputes through conciliation conducted by an agency, organization or either one or several individual experts (collectively referred to as the dispute resolution board), then the handling of contract disputes through the dispute resolution board is regulated as follows: <ul style="list-style-type: none"> <li>+ The dispute resolution board can be stated in the contract at the time of signing or established after a dispute occurs. The number of members of the dispute resolution board is agreed upon by the parties. Members of the dispute resolution board must be people with professional qualifications appropriate to the content of the dispute, experience in resolving contract disputes and understanding of legal regulations related to construction contracts;</li> <li>+ Within twenty-eight (28) days from the date the parties receive the conciliation conclusion of the dispute resolution board, if a party does not agree with the conciliation conclusion of the dispute resolution board, they have the right to object and these disputes will be resolved at Arbitration or Court according to the provisions of law; If, after the above time limit, neither party objects to the conciliation conclusion, it will be considered</li> </ul> </li> </ul>

	<p>that the parties have agreed with the conciliation conclusion. At that time, the parties must comply with the conciliation conclusion;</p> <p>+ The cost of the dispute resolution board is included in the construction contract price and is borne by half by each contract party, unless otherwise agreed by the parties.</p> <p>The statute of limitations for filing a lawsuit under Arbitration procedures or the statute of limitations for filing a lawsuit with the Court to resolve construction contract disputes shall comply with relevant provisions of law.</p>
<p><b>GCC 22.1</b></p>	<p>Address to receive notice of the Employer:</p> <ul style="list-style-type: none"> <li>- Contact address: Buildings F &amp; G, Hai Phong City Political - Administrative Center, Thuy Nguyen Ward, Hai Phong City.</li> <li>- Phone: _____</li> <li>- Fax: _____</li> <li>- Email: _____</li> </ul> <p>Address to receive notice of the Contractor:</p> <ul style="list-style-type: none"> <li>- Contact address: _____</li> <li>- Phone: _____</li> <li>- Fax: _____</li> <li>- Email: _____</li> </ul>

## **Chapter VIII. FORMS OF CONTRACT**

Form No. 15. Letter of acceptance and contract award

Form No. 16. Consulting service contract

## LETTER OF ACCEPTANCE AND CONTRACT AWARD

[location &amp; date]

To: \_\_\_\_\_ [*insert name and address of the successful contractor*] (hereinafter referred to as “the contractor”)

Subject: *Notification of bid acceptance and contract award*

Pursuant to the Decision No. \_\_\_\_\_ dated \_\_\_ of \_\_\_ [*insert the name of the Employer*] (hereinafter referred to as “Employer”) regarding approval of contractor selection results for the contract package [*insert name and number of the contract package*], the Employer \_\_\_\_\_ [*insert name of the Employer*] (hereinafter referred to as “Employer”) hereby notifies that: The Employer has accepted your bid and decided to award the contract for execution of the contract package \_\_\_\_\_ [*insert name and number of the contract package*] with the contract price of \_\_\_\_\_ [*insert the bid price specified in the decision to approve contractor selection result*] and the contract duration of \_\_\_\_\_ [*insert the duration of the contract specified in the decision to approve contractor selection result*].

The contractor’s lawful representative is requested to complete and sign the contract with the Employer according to the following schedule:

- Contract completion time: \_\_\_ [*insert the time for completing the contract*], at \_\_\_ [*insert the location for completing the contract*];
- Contract signing time: \_\_\_ [*insert the time for signing the contract*], at \_\_\_ [*insert the location for signing the contract*], enclosing with the draft contract.

This document is an integral part of the contract documents. Upon the receipt of this document, the contractor must provide a notification of acceptance of contract completion and conclusion as mentioned above, in which the contractor must state that the contractor’s current capacity still meets all requirements laid down in the Bidding Documents. The Employer shall refuse to complete and sign the contract if the contractor is found incapable for executing the contract package.

Until \_\_\_ (day/month/year)<sup>(1)</sup>, if the contractor fails to carry out or refuses to carry out the contract completion and conclusion as requested, the contractor shall be rejected.

**Lawful representative of the Employer**  
[*insert full name, title, signature and seal*]

Attachment: The draft contract

Note:

(1) Insert the date conformable with the scale and nature of the contract package.

**CONSULTING SERVICE CONTRACT<sup>(1)</sup>**

*(lump-sum contract)*

*[location & date]*

Contract No.: \_\_\_\_\_

The contract package: \_\_\_\_\_ *[insert name of the contract package]*

Of procurement cost estimation: \_\_\_\_\_ *[insert name of the procurement cost estimation]*

- Pursuant to <sup>(2)</sup> \_\_\_\_\_ *(The Civil Code No. 91/2015/QH13 dated November 24, 2015);*

- Pursuant to <sup>(2)</sup> \_\_\_\_\_ *(the Bidding Law No. 22/2023/QH15 dated June 23, 2023);*

Pursuant to the Decision No. \_\_\_\_\_ dated \_\_\_\_\_ of \_\_\_\_\_ *[insert name of the Employer]* regarding approval of contractor selection result for the contract package \_\_\_\_\_ *[insert name of the contract package]* and the Letter of acceptance and contract award No. \_\_\_\_\_, dated \_\_\_\_\_ of the Employer;

Based on the record of contract negotiation and completion signed by and between the Employer and the successful contractor on \_\_\_\_\_;

We, representatives of the parties to the contract, include:

**The Employer (hereinafter referred to as “party A”)**

Employer’s name: \_\_\_\_\_

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

Telephone number: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Account number: \_\_\_\_\_

TIN: \_\_\_\_\_

Representative: Mr./Mrs. \_\_\_\_\_

Position: \_\_\_\_\_

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

**The contractor<sup>(3)</sup> (hereinafter referred to as ("party B"))**

Contractor's name: \_\_\_\_\_

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

Telephone number: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Account number: \_\_\_\_\_

TIN: \_\_\_\_\_

Representative: Mr./Mrs. \_\_\_\_\_

Position: \_\_\_\_\_

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

Two parties have unanimously agreed to enter this consulting service contract with the following terms and conditions:

**Article 1. Subject of contract**

The subject of this contract is the services specified in Appendix A "Terms of reference".

**Article 2. Contract documents**

The contract documents consist of:

1. The written contract;

2. Contract appendices, including terms of reference, list of contractor's experts, contractor's reporting responsibility;
3. Record of contract completion;
4. Decision to approve contractor selection result;
5. Written agreement on conditions of the contract, including GCC and SCC;
6. Bid and clarifications of bid submitted by the successful contractor;
7. Bidding Documents and addenda thereof;
8. Other relevant documents.

### **Article 3. Party A's responsibilities**

1. Party A undertakes to make payments to party B at the contract price and according to the payment method specified in Article 5 of this contract as well as to fulfill other obligations and responsibilities specified in the GCC and the SCC.

2. Party A appoints Mr./Mrs. \_\_\_\_\_ *[insert full name]* to act as party A's representative in charge of coordinating all activities within the scope of this contract.

### **Article 4. Party B's responsibilities**

1. Fulfill the obligations specified in Article 1 of this contract.

2. Ensure the mobilization and arrangement of key experts specified in Appendix B "List of contractor's key experts" to provide the services.

3. Submit reports to party A within the time limit and in the form specified in Appendix C "Contractor's reporting responsibility".

4. Fulfill other obligations and responsibilities as specified in the GCC and the SCC.

### **Article 5. Contract price, payment time limit and method**

1. The contract price is: \_\_\_\_\_ *[insert the amount in words, in figures, and currency]*. The contract price includes all costs, interest and any taxes payable by party B.

2. Payment time limit and method.

Payments shall be made within the time limit and adopting the payment method specified in the GCC Section 10.

*[the payment time limit may be changed according to the reports specified in Appendix C].*

**Article 6. Type of contract**

This contract is a lump-sum contract.

**Article 7. Contract duration**

*[insert the contract duration which must be conformable with Bidding Documents, bid and contract completion results reached by two parties].*

**Article 8. Contract validity**

1. This contract becomes effective from \_\_\_\_\_ *[insert the effective date of the contract as prescribed in the SCC Section 1.11].*

2. This contract expires after it is finalized by two parties in accordance with regulations of law.

This contract is made into \_\_\_\_\_ sets of the same legal effect of which party A keeps \_\_\_\_\_ set(s) and party B keeps \_\_\_\_\_ set(s).

**Party A's lawful representative**

*[insert full name, title, signature and seal]*

**Party B's lawful representative<sup>(4)</sup>**

*[insert full name, title, signature and seal]*

Notes:

(1) Contents of this sample contract may be changed or modified to suit the nature and requirements of the contract package.

(2) Legislative documents in force are specified.

(3), (4) In case of consortium contractor, information about all consortium members shall be provided. Lawful representative of each member shall be required to append their signature and seal to the contract.

## APPENDIX

Appendix A: Terms of Reference

Appendix B: List of Contractor's Key Experts

Appendix C: Contractor's Reporting Responsibility.