

BIDDING DOCUMENTS

Package number and TBMT number:	<u>IB2500384120</u>
Name of the bidding package <i>(according to the content of TBMT):</i>	Provision of maintenance services for the Student Lifecycle Management (SLCM) Software of the Vietnamese–German University
Estimate <i>(according to the content of TBMT):</i>	Cost Estimate for Procurement and Repair in 2025 of the Vietnamese-German University
Release date <i>(according to the content of TBMT):</i>	<u>September 09, 2025</u>
Promulgated together with the Decision <i>(according to the contents of the TBMT):</i>	487/QĐ-ĐHVĐ dated Sep 09, 2025

Investor:
VIETNAMESE–GERMANY UNIVERSITY

(Full name, title, signature and seal)



President
Prof.Dr. RENÉ THIELE

NOTICE OF INVITATION FOR BIDDING

Investor: Vietnamese–German University

Address: Ring Road 4, Quarter 4, Thoi Hoa Ward, Ho Chi Minh City

Bidding package: Provision of maintenance services for the Student Lifecycle Management (SLCM) Software of the Vietnamese–German University

Contract duration: 30 months

Project: Cost Estimate for Procurement and Repair in 2025 of the Vietnamese-German University

Funding sources: Revenue from public services

Contractor selection form: International open bidding

Bidding method: Single Stage - One Envelope

Release time: From Sep.09.2025 by the deadline for submission of bids (.....)

Release place: <https://muasamcong.mpi.gov.vn>

Participation fee: Free

Bid security amount: 50,000,000 VND or 2,000 USD

Form of bid security: bond deposit or bank guarantee provided by a bank or reputable financial institution operating legally and located in Vietnam.

Bid opening time: September 29, 2025

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BRIEF DESCRIPTION

Part 1. BIDDING PROCEDURES

Chapter I. Contractor Instructions

This chapter provides information to help contractors prepare their bids. The information includes regulations on the preparation, submission of bids, bid opening, evaluation of bids, and awarding of contracts.

Chapter II. Bidding Data Sheets

This Chapter specifies the contents of Chapter I when applied to each bidding package.

Chapter III. HSDT Evaluation Standards

This chapter includes criteria for evaluating the Bid, specifically:

- Section 1.1. Checking the validity of the Bid
- Section 1.2. Evaluation of the validity of Bids
- Section 2.1. Competency and experience assessment criteria
- Section 2.2. Evaluation standards for key personnel and key equipment
- Section 3. Technical Evaluation Standards
- Section 4. Financial Evaluation Criteria
- Section 5. (Alternative technical options in HSDT (if any))

Chapter IV. Bidding and Bid Forms

This chapter includes the forms that the Employer and the Contractor will have to complete to form part of the content of the Bidding Documents and Bidding Documents.

Part 2. TECHNICAL REQUIREMENTS

Chapter V. Technical Requirements

This chapter covers the technical requirements of the non-consultancy service, which are displayed as PDF/Word/CAD files prepared by the Employer and the expert team.

SECTION 3A. CONTRACT CONDITIONS

Chapter VI. General conditions of the contract

This chapter contains general terms that apply to contracts. It may only be used without modification of the provisions of this Chapter.

Chapter VII. Specific conditions of the contract

This chapter includes contract data and conditions specific to each contract. The specific conditions of the contract are intended to be detailed and supplemented, but must not replace the general conditions of the contract.

Part 4. CONTRACT FORM

This section consists of forms that, once completed, will become a

constituent part of the contract. The forms of contract performance guarantee (Letter of Guarantee) and Advance Guarantee (if there is an advance request) shall be completed by the winning bidder before the contract takes effect.

This section includes a PDF/Word file prepared by the Investor and a team of experts according to the template.

Part 1. BIDDING PROCEDURES

CHAPTER I. INSTRUCTIONS FOR CONTRACTORS

1. Scope of bidding packages	<p>1.1. Investors specified in the BDS shall issue this set of dossiers to select contractors to implement non-consultancy service bidding packages in the form of one stage and one dossier bag.</p> <p>1.2. Name of the bidding package, project/procurement estimate, quantity, and number of parts of the bidding package (in case the bidding package is divided into many independent parts) specified in the bidding plan.</p>
2. Interpretation of terms in bidding	<p>2.1. The time of bid closing is the time of expiration of the deadline for receiving the Bid and is specified in the TBMT.</p> <p>2.2. Day means a calendar day, including weekends, public holidays, and Tet holidays in accordance with the labor law.</p> <p>2.3. Time and date on the System means the time and date displayed on the System (GMT+7).</p>
3. Funding	<p>The capital sources to be used for the bidding package are specified in the BDS.</p>
4. Prohibited Acts	<p>4.1. Giving, receiving, and brokering bribes.</p> <p>4.2. Abusing their positions and powers to illegally influence or interfere with bidding activities in any form.</p> <p>4.3. Bidding includes the following acts:</p> <ul style="list-style-type: none">a) Arranging, agreeing, or coercing one or more parties to prepare the Bid or withdraw the Bid so that one party wins the bid;b) Arranging or agreeing to refuse to provide services, not signing subcontracting contracts, or implementing other forms of agreements to limit competition so that one party wins the bid;c) The competent and experienced contractor has participated in the bidding and meets the requirements of the bidding dossier, but deliberately fails to provide documents to prove its capacity and experience when requested by the investor to clarify the bidding documents. <p>4.4. Fraud includes the following acts:</p> <ul style="list-style-type: none">a) Forging or falsifying information, dossiers, and documents in bidding;b) Deliberately providing untruthful and unobjective information and documents in the Bid in order to falsify the results of contractor selection. <p>4.5. Obstruction includes the following acts:</p> <ul style="list-style-type: none">a) Destroying, deceiving, altering, or concealing evidence or

making false reports; threatening or suggesting to any party in order to prevent the clarification of acts of giving, receiving, brokering bribes, fraud, or collusion with competent agencies in charge of supervision, examination, inspection, and audit;

b) Obstructing competent persons, investors, and contractors in selecting contractors;

c) Obstructing competent agencies in supervising, examining, inspecting, and auditing bidding activities;

d) Deliberately making false complaints, denunciations, or proposals to obstruct bidding activities.

4.6. Failure to ensure fairness and transparency includes the following acts:

a) Participating in bidding as a contractor for bidding packages for which he/she is the investor or performing the investor's tasks in contravention of the Bidding Law;

b) Participate in the formulation and concurrently participate in the appraisal of bidding documents for the same bidding package;

c) Participate in the evaluation of the Bid and at the same time participate in the appraisal of contractor selection results for the same bidding package;

d) Individuals belonging to the investor who directly participate in the contractor selection process or participate in the expert group, the team for appraisal of contractor selection results, or are competent persons, heads of investors for bidding packages in which the person with family relations as prescribed in the provisions of the Law on Enterprises is the bidder or the legal representative of the contractors participating in bidding;

dd) Contractors participating in bidding for non-consultancy bidding packages provided by such contractors shall provide consultancy services: formulation, verification, and appraisal of cost estimates and designs; preparation and appraisal of dossiers and dossiers; evaluation of Bids and Bids; appraisal of contractor selection results; supervising the performance of contracts;

e) Participating in bidding for bidding packages of projects in which the investor is an agency or organization where he/she has worked and holds a leading or managerial position for a period of 12 months from the date on which he/she no longer works at such agency or organization;

g) State specific requirements on trademarks and origins of goods in the bidding documents, except for the cases specified at Point e, Clause 3, Article 10, Clause 2, Article 44, and Clause 1, Article 56 of the Bidding Law;

4.7. Disclosing documents and information about the contractor

	<p>selection process, except for the case of providing information as prescribed at Point b, Clause 8, Article 77, Clause 11, Article 78, Clause 4, Article 80, Clause 4, Article 81, Clause 2, Article 82 of the Bidding Law, including:</p> <p>a) Contents of the Bidding Documents before the time of issuance as prescribed;</p> <p>b) Contents of the Bidding Proposal; the content of the request for clarification of the Investor's Bid and the contractor's reply during the evaluation of the Bid; reports of investors, reports of expert teams, appraisal reports, reports of consultancy contractors, reports of relevant professional agencies in the process of contractor selection; documents, minutes of bidding meetings, comments and evaluations for each bid before being publicized as prescribed;</p> <p>c) Results of contractor selection before they are publicized as prescribed;</p> <p>d) Other documents in the process of contractor selection that are determined to contain state secrets as prescribed by law.</p> <p>4.8. Transfer of bids in the following cases:</p> <p>a) The contractor transfers to another contractor the part of the work part of the bidding package in addition to the maximum value reserved for the subcontractor and the workload reserved for the special subcontractor stated in the contract;</p> <p>b) The contractor transfers to another contractor the part of the work part of the bidding package that has not exceeded the maximum value of the work for the subcontractor stated in the contract, but is outside the scope of work for the subcontractor proposed in the bidding document, without the approval of the investor or supervision consultant;</p> <p>c) The investor or supervision consultant approves the contractor to transfer the work specified at Point a of this Clause;</p> <p>d) The investor or supervision consultant approves the contractor to transfer the work specified at Point b of this Clause in excess of the maximum value of the work reserved for the subcontractor specified in the contract.</p>
<p>5. Contractor eligibility</p>	<p>5.1. Contractor means an organization that fully satisfies the following conditions:</p> <p>a) For domestic contractors: Being enterprises, cooperatives, unions of cooperatives, cooperative groups, public non-business units, foreign-invested economic organizations registered for establishment and operation in accordance with the provisions of Vietnamese law. For foreign contractors: Registered for establishment and operation in accordance with foreign laws;</p>

	<p>b) Independent financial accounting;</p> <p>c) Not in the process of carrying out procedures for dissolution or having the enterprise registration certificate, certificate of registration of cooperatives, unions of cooperatives, or cooperative groups revoked; not in the case of insolvency in accordance with the law on bankruptcy;</p> <p>d) Ensure competition in bidding as prescribed in the Land Permit;</p> <p>dd) Not being banned from bidding as prescribed by the Bidding Law;</p> <p>f) Not being examined for penal liability;</p> <p>g) It has been registered on the system before approving the contractor selection result. Not in a state of suspension or termination of participation in the System. All members of the Association must meet this requirement.</p> <p>h) For foreign contractors that must enter into a joint venture with a domestic contractor or use a domestic contractor, unless the domestic contractor is not eligible to participate in any part of the bidding package.</p> <p>5.2. Contractors being business households that fully satisfy the following conditions:</p> <p>a) Having a business household registration certificate as prescribed by law;</p> <p>b) Not in the process of terminating operation or having the business household registration certificate revoked; business household owners who are not being examined for penal liability;</p> <p>c) Satisfying the conditions specified at Points d and dd, Section 5.1 of the CDNT.</p>
<p>6. Contents of the Bidding Documents</p>	<p>6.1. The Bidding Documents include Part 1, Part 2, Part 3, and Part 4 together with documents amending and clarifying the Bidding Documents as prescribed in Section 7 of the Dossier and Dossier 8 (if any), which includes the following contents:</p> <p>Part 1. Bidding procedures:</p> <ul style="list-style-type: none"> - Chapter I. Instructions for contractors; - Chapter II. Bidding data tables; - Chapter III. Criteria for evaluating Bids; - Chapter IV. Bidding and Bidding Forms. <p>Part 2. Technical Requirements:</p> <ul style="list-style-type: none"> - Chapter V. Technical requirements. <p>Part 3. Contract Conditions</p> <ul style="list-style-type: none"> - Chapter VI. General conditions of the contract;

	<p>- Chapter VII. Specific conditions of the contract;</p> <p>Part 4. Contract form.</p> <p>The Notice of Invitation for Bidding posted by the Investor on the System is not part of the Bidding Documents.</p> <p>6.2. The Investor is not responsible for the accuracy and completeness of the Bidding Documents, documents explaining and clarifying the Bidding Documents, or documents amending the Bidding Documents as prescribed in Section 7 of the Bidding Documents if these documents are not provided by the Investor on the system. The Bidding Documents issued by the Investor on the system are the basis for consideration and evaluation.</p> <p>6.3. The Contractor must study all information in the Bidding Documents and the contents of amendments and clarifications of the Bidding Documents, the minutes of the pre-bidding meeting (if any), in order to prepare the Bidding Documents as required by the Bidding Documents accordingly.</p>
<p>7. Amendment and clarification of Bidding Documents</p>	<p>7.1. In case of amendment of the Bidding Documents, the Investor shall post the decision on amendment enclosed with the amended contents and the Bidding Documents that have been amended appropriately. The amendment of the bidding documents shall be carried out at least 10 days before the date of bid closing; in case the time limit is not satisfied as mentioned above, the time for bid closing must be extended.</p> <p>7.2. In case it is necessary to clarify the bidding documents, the Contractor must send a request for clarification to the Investor through the System within at least 05 working days before the date of bid closure for the Investor to consider and handle. The investor shall receive the clarification content for consideration and clarification at the request of the contractor and carry out the clarification on the system within 02 working days before the date of bid closing, which describes the content requested for clarification but does not specify the name of the contractor requesting clarification. In case the clarification leads to the amendment of the Bidding Documents, the Investor shall amend the Bidding Documents according to the provisions of Section 7.1 CDNT.</p> <p>7.3. The contractor is responsible for monitoring information on the System to update information on the amendment of the Bidding Documents, changes in the time of bid closing (if any), to serve as a basis for preparing the Bidding Documents. In case of errors due to failure to monitor and update information on the System, leading to disadvantages to contractors in the process of bidding, including changes and amendments to the Bidding Documents, bid closing time, and other contents, the contractor must be responsible for and bear the disadvantages in the bidding process.</p>

	<p>7.4. In case of necessity, the investor shall organize a pre-bid conference to discuss the contents of the bidding documents which are not clear to the bidders as prescribed in the Land Permit. The investor shall post the notice of organization of the pre-bidding conference on the System; all interested bidders are allowed to attend the pre-bid conference without having to notify the Employer in advance. The contents of the exchange between the Investor and the Contractor must be recorded in writing and made in writing to clarify the Bidding Documents posted on the System within a maximum of 02 working days from the end of the pre-bid conference.</p> <p>7.5. In case the bidding documents need to be amended after the pre-bidding conference is held, the investor shall amend the bidding documents according to the provisions of Section 7.1 CDNT. The minutes of the pre-bid meeting are not a document amending the Bidding Documents.</p> <p>7.6. The contractor's failure to attend the pre-bid conference or the absence of a certificate of attendance at the pre-bid conference is not a reason for the cancellation of the bidder's bid.</p>
<p>8. Bid cost</p>	<p>The contractor shall bear all costs related to the bidding process. In any case, the Employer shall not be responsible for expenses related to the contractor's participation in the bidding.</p>
<p>9. Languages of Bids</p>	<p>The Bid as well as all documents and documents related to the Bid are written in the language as specified in the BDS. The supporting documents in the Bidding Documents (catalogue...) can be written in other languages and accompanied by translations into the languages specified in the Bidding Documents. In case of lack of translations, the Employer may request the Contractor to send additional documents (if necessary). The Contractor is responsible for any discrepancies between the original and the translation of the document (if any).</p>
<p>10. Composition of the Bid</p>	<p>The Bid must include the following components:</p> <p>10.1. The bid form as prescribed in Section 11 of the CDNT;</p> <p>10.2. Joint venture agreement in case of joint venture according to Form No. 03, Chapter IV (for joint venture contractors);</p> <p>10.3. Bid security as prescribed in Section 18 of the CDNT;</p> <p>10.4. Documents proving the eligibility of the signatories to the Bid Form according to CDNT 20.3;</p> <p>10.5. Documents evidencing the provisions of CDNT 5 Eligibility of the Bidding Contractor;</p> <p>10.6. A declaration of the contractor's capacity and experience under Section 16 of the CDNT;</p>

	<p>10.7. Technical proposals and documents as prescribed in Section 15 of the CDNT;</p> <p>10.8. Proposals on finance and tables with full information as prescribed in Sections 11 and 13 of the CDNT;</p> <p>10.9. Propose alternative technical plans in the Bidding Documents as prescribed in Section 12 of the Bidding Documents (if any);</p> <p>10.10. Other contents as prescribed in the Land Permit.</p>
11. Bid forms and tables	Bid forms and related forms under Chapter IV. The forms must be filled out in full.
12. Proposal of alternative technical options in the Bid	<p>12.1. In case the Bidding Documents contain provisions in the BDS that the contractor can propose an alternative technical plan, such alternative technical plan shall be considered.</p> <p>12.2. An alternative technical plan shall be considered only when the main plan is assessed to meet the requirements and the contractor is ranked first. In this case, the contractor must provide all necessary information so that the expert team can evaluate the alternative technical plan, including: explanation, technical solution, measures to organize the provision of services, implementation schedule, cost, and other relevant information. The evaluation of the proposal for alternative technical options in the Bid shall comply with the provisions of Section 5, Chapter III.</p>
13. Bid prices and discounts	<p>13.1 The bid price inscribed in the application and in the price lists, together with the discounts, must meet the provisions of this Section:</p> <p>a) Bid price is the price offered by the contractor in the bid application (excluding price reduction), including all costs for implementation of the bidding package as required in Part 2 – Technical requirements.</p> <p>b) All parts (for bidding packages divided into parts) and items must be offered separately in the bid price lists. In case the "unit price" column of the contractor writes "0", it is considered that the contractor has allocated the price of one work item to another work item of the bidding package and will not be paid separately by the investor, the contractor must be responsible for performing all work items as required by the quality assurance dossier. Rate of progress.</p> <p>c) For non-divided bidding packages, in case the contractor proposes a price reduction, write the percentage of price reduction in the bid form. This discount value is understood as a proportional reduction for all items in the bid price lists. For fixed unit price contracts, adjusted unit price contracts, and time-based contracts, the discount value shall be calculated on the bid price</p>

	<p>excluding provisions.</p> <p>d) The contractor must submit the bid for all the jobs required in the bidding dossier and write the bid unit price for all jobs specified in the column "List of services" according to Form No. 5, Chapter IV.</p> <p>13.2. In case the bidding package is divided into many independent parts and bidding is allowed in each part, the contractor may bid for one or more parts of the bidding package. Contractors must bid for all items in the part they attend. In case the Contractor has a discount letter, the Contractor can directly fill in the bid letter or a separate proposal in the discount letter. The discount letter may be attached to the bid dossier or submitted separately, but the investor must receive it before the deadline for submitting the bid dossier. In case the discount letter is submitted together with the bid dossier, the list of bid components must include the discount letter. In case the Discount Letter is submitted separately, the Discount Letter must be placed in a sealed envelope, clearly stating the "Discount Letter" (the sealing method prescribed by the contractor) in accordance with the provisions of CDNT 21.2 and CDNT 21.3. The discount letter will be kept by the Buyer as part of the Bid and will be opened at the same time as the Price Proposal. In case of price reduction, the contractor must clearly state the contents and methods applied to specific items in the column "List of services". If the Contractor does not indicate a discount method, it means that the discount is a percentage for all sections in the "Service Category" column. In case the bidding package applies the type of contract according to the fixed unit price or the adjusted unit price, the discount value shall be calculated on the bid price after deducting contingency expenses (if any).</p> <p>13.3. The contractor shall be responsible for the bid price for the performance and completion of the works in accordance with the requirements stated in the bidding documents. In case the bid dossier has an unusually low bid price after deducting the discount value (if any), affecting the quality of the bidding package, the investor shall handle the situation according to the provisions of Clause 11, Article 140 of Decree No. 214/2025/ND-CP.</p> <p>13.4. The bid price of the contractor must include all taxes, charges, and fees (if any) applied at the tax rate, charge, and fee rate as of 28 days before the date of bid closing as prescribed. In case the contractor declares that the bid price does not include taxes, fees, and charges (if any), the bidder's bid will be disqualified.</p>
<p>14. Bid currency and payment</p>	<p>The bid currency and payment currency are VND and USD.</p>

currency	
15. Documents proving technical satisfaction	<p>15.1. In order to prove the satisfaction of the services compared to the requirements of the Bidding Documents, the Contractor must provide documents that are part of the Bidding Documents to prove that the services it provides are in accordance with the requirements and technical standards specified in Chapter V.</p> <p>15.2. Standards for the provision of services are descriptive only and are not intended to restrict contractors. The Contractor may offer other service quality standards on the condition that it can be proved to the Employer that these alternative standards are equivalent to or higher than those specified in Chapter V.</p>
16. Documents proving the contractor's capacity and experience	<p>16.1. The Contractor shall declare necessary information in the Forms in Chapter IV to provide information on capacity and experience as required in Chapter III. The contractor must prepare documents to compare with the information declared by the contractor in the bidding dossier and for the investor to archive.</p> <p>16.2. Documents proving the Contractor's capacity in case the Bid is accepted shall be specified in the BDS.</p> <p>16.3. In case the bidding package has applied pre-qualification, if there is a change in the capacity and experience of the contractor when submitting the bid and when attending the pre-qualification, it must update its capacity and experience.</p>
17. Validity period of the Bid	<p>17.1. The Bid is valid not shorter than the time limit specified in the BDS.</p> <p>17.2. In case of necessity, before the expiration of the validity period of the Bid Proposal, the Investor may request the bidders to extend the validity of the Bid and, at the same time request the Contractor to extend the validity period of the bid security (equal to the validity period of the Bid after the extension plus 30 days). If the contractor does not accept the extension of the validity of the bid, the bidder's bid will not be considered further. In this case, the contractor does not have to submit the original letter of guarantee to the investor. The contractor accepting the proposal for extension of the Bid is not allowed to change any of the contents of the Bid Proposal, except for the extension of the validity of the bid security. The extension request and approval or disapproval of the extension are made on the System.</p>
18. Bid security	<p>18.1. When participating in bidding, the contractor must take a bid security measure before the time of bid closing in one or more forms of letter of guarantee issued by the lawful representative of a domestic credit institution or a foreign bank branch established under Vietnamese law or a certificate of insurance guarantee of a non-life insurance enterprise domestically, branches of foreign non-life insurance enterprises are established under the laws of</p>

Vietnam. For a bid guarantee or guarantee insurance certificate, the contractor shall scan the bank's guarantee letter or guarantee insurance certificate and attach it when submitting the Bidding Documents. In case the validity of the Bid is extended as prescribed in Section 17.2 of the Bid Security, the validity of the bid security must also be extended accordingly.

In case of a joint venture, the bid security measure must be applied in one of the following two ways:

a) Each member of the consortium shall separately secure the bid but ensure that the total value is not lower than the required level specified in Section 18.2 of the Joint Venture; if the bid security of a member of the consortium is determined to be invalid, the bid of that consortium will not be considered and evaluated further. If any member of the partnership violates the provisions of law and is not entitled to a refund the bid security value as prescribed at Point b, Section 18.5 of the Joint Venture, the bid security value of all members of the partnership will not be refunded;

b) The members of the partnership shall agree that one member shall be responsible for performing the bid security measure for that partnership member and for other members of the partnership. In this case, the bid security may include the name of the joint venture or the name of the member responsible for performing the bid security measure for the members of the joint venture but ensure that the total value is not lower than the required level specified in Section 18.2 of the Joint Venture. If any member of the partnership violates the provisions of law and is not entitled to refund the bid security value as prescribed at Point b, Section 18.5 of the Joint Venture, the bid security value of all members of the partnership will not be refunded.

18.2. The value, currency and validity period of the bid security shall be specified in the **BDS**. The validity period of the bid security is calculated from the date of bid closing to the last effective day of the bid security (the time of expiration of the validity of the bid security is on the last effective day of the bid security which does not need to reach the end of 24 hours of that day).

18.3. A bid security is considered invalid when it falls into one of the following cases: it has a lower value, the validity period is shorter than the requirements specified in Section 18.2 of the CDNT, the name of the beneficiary is not correct, the original is not and there is no legal signature, signed before the Investor issues the Bidding Documents, signed before the time of signing the joint venture agreement, in case of a Joint Venture, enclosed with conditions that are detrimental to the Investor (including failing to fully meet the commitments specified in Form No. 04A,

Form No. 04B Chapter IV). In case of application of a letter of guarantee or a certificate of insurance guarantee, the letter of guarantee or certificate of insurance guarantee must be issued by the lawful representative of a domestic credit institution or a foreign bank branch established under the laws of Vietnam, a domestic non-life insurance enterprise, branches of foreign non-life insurance enterprises established under Vietnamese law shall be signed and stamped (if any).

18.4. The contractor that is not selected shall be refunded or released the bid security within the time limit specified in the **Land Permit**. For the selected contractor, the bid security shall be refunded or released when the contract takes effect.

18.5. Bid security shall not be refunded in the following cases:

a) After the deadline for submission of bid dossiers and within the validity period of bid dossiers, the bidders withdraw their bids or issue a written refusal to perform one or several jobs proposed in the bid dossier as required in the bidding dossier.

b) The contractor violates the provisions of Article 16 of the Bidding Law or violates the law on bidding, resulting in the cancellation of bids as prescribed at Points d and dd, Clause 1, Article 17 of the Bidding Law;

c) The contractor fails to take measures to secure the performance of the contract as prescribed in Articles 68 and 75 of the Bidding Law.

d) The contractor fails or refuses to negotiate the contract (if any) within 10 days after receiving the notice of invitation to negotiate the contract from the investor or has negotiated the contract but refuses to complete or sign the contract negotiation record, except for force majeure cases;

dd) The contractor fails to complete or refuses to complete the contract within twenty-20 days from the date of receipt of the notice of winning the bid from the investor, except for force majeure cases;

e) The contractor fails to conduct or refuse to sign the contract within 20 days from the date of completion of the contract, except for force majeure cases.

18.6. In case the bidding package is divided into many independent parts, the contractor may choose to submit the bid security in one of the following two ways:

a) Securing the general bid for all parts of the bidding (the value of the bid security will be equal to the total value of the participating bidders). In case the value of the bid security paid by the contractor is smaller than the total aggregate value, the investor is entitled to

	<p>decide which part of the bid security to be used for the part in which the contractor participates.</p> <p>b) Securing a separate bid for each part that the contractor attends.</p> <p>In case the contractor violates the bid security resulting in the non-refund of the bid security as prescribed in Section 18.5 of the CDNT, the failure to refund the bid security value shall be calculated on the part that the contractor violates.</p>
<p>19. Time of bid closing</p>	<p>19.1. The time of bid closing is the time specified in the TBMT.</p> <p>19.2. The Investor may extend the bid closing time by amending the TBMT. When extending the bid closing time, all responsibilities of the Investor and the contractor according to the previous bid closing time will be changed according to the new bid closing time to be extended.</p>
<p>20. Specifications of the Bid and signature in the Bid</p>	<p>20.1. The Contractor must prepare one (01) original copy of the Bid as described in Section 10 of the Bid and the number of copies as prescribed in the Bid Sheet. The outer envelope must clearly inscribe: "ORIGINAL – BID DOSSIER", "DIGITAL COPY... – BID DOSSIER".</p> <p>In case of modification or replacement of the bid dossier, the contractor must prepare one (01) original and the number of copies as prescribed in the BDS. The outer envelope must clearly state:</p> <p>"ORIGINAL – AMENDMENT OF BID DOSSIER", "DIGITAL COPY... – AMENDMENT OF BID DOSSIER",</p> <p>"ORIGINAL – REPLACEMENT OF BID DOCUMENTS", "DIGITAL COPY ... – REPLACEMENT OF BID DOCUMENTS".</p> <p>In case of proposing alternative technical solutions as prescribed in Section 12 of the CDNT, the contractor must prepare one (01) original and the number of copies as prescribed in the BDS. The outer envelope must clearly state: "ORIGINAL – PROPOSAL OF ALTERNATIVE BIDDING SOLUTION", "DIGITAL COPY... – PROPOSAL OF ALTERNATIVE BIDDING SOLUTION".</p> <p>If the bid dossier includes confidential documents and information related to the contractor's production and business activities (such as proprietary information, business secrets, sensitive information), the contractor must affix the "CONFIDENTIAL" stamp on such documents and information.</p> <p>20.2. The Contractor shall be responsible for the consistency between the original and the copies. In case there is a discrepancy between the original and the copy but does not change the rank of the contractor, the original will be considered official.</p> <p>However, if there is a discrepancy between the original and the copy resulting in different evaluation results and changing the bidder's</p>

	<p>ranking, the Bid will be disqualified.</p> <p>20.3. The original of the bid dossier must be typed or written in non-fading ink and numbered continuously. Documents such as bid forms, discount letters (if any), additional documents, clarification of dossiers, price schedules, and other forms in Chapter IV must be signed and stamped (if any) by the contractor's legal representative or a duly authorized person on behalf of the contractor.</p> <p>In case of authorization, the Power of Attorney according to Form No. 06 in Chapter IV, or a notarized copy of the company's charter, establishment decision, or other documents proving the authority of the authorized person must be attached. And must be attached to the Bid.</p> <p>20.4. In case the contractor is a joint venture, the Bid must be signed by the legal representatives of all members of the partnership, or by the authorized representative of the partnership under the partnership agreement to sign on behalf of the partnership, and must be legally binding on all members, proven through a joint venture agreement signed by the legal representative of each member.</p> <p>Words that are added, inserted between lines, erased, or overwritten are considered valid only if there is a signature next to or on that page of the signatory of the Bid.</p>
<p>21. Sealing and writing on the outside of the Bidding Documents</p>	<p>21.1. A bid dossier comprising the original and copies must be put in an envelope, and on the outer envelope must be clearly inscribed: "BID DOSSIER".</p> <p>In case of modification or replacement of a Bid, the amended or replaced documents (including originals and copies) must be kept in separate envelopes, separate from the envelope containing the original Bid. On the outer envelopes, it must be clearly written: "REVISED BID DOCUMENTS", "ALTERNATIVE BID DOCUMENTS", "ALTERNATIVE SOLUTION BID DOCUMENTS".</p> <p>In case of proposals for alternative technical solutions, all alternative technical solutions (including technical proposals and financial proposals) must be kept in separate sealed envelopes, separate from official bid envelopes. On these envelopes, it must be clearly written: "PROPOSE ALTERNATIVE TECHNICAL SOLUTIONS".</p> <p>Envelopes: Bid dossiers, amendments to bid dossiers (if any), replacement of bid dossiers (if any), and alternative technical solutions (if any) must be sealed. The sealing method shall be prescribed by the contractor himself.</p> <p>21.2. Inner and outer envelopes must:</p> <ol style="list-style-type: none"> a) Clearly state the name and address of the contractor; b) Send it to the investor as prescribed in Section 22.1 of the Land

	<p>Permit;</p> <p>c) Clearly state the name of the bidding package as prescribed in Section 1.2 of the CDNT;</p> <p>d) Clearly state the warning: "Do not open before the time of bid opening".</p>
<p>22. Deadline for submission of Bids</p>	<p>22.1. The deadline for submission of bidding proposals is specified in the Notice of Invitation for Bidding on the National Procurement Network System. The Bidder must submit the Bid in accordance with the Bid and ensure that the Investor will receive the dossier before the deadline for submitting the Bid.</p> <p>The Investor may extend the deadline for submitting bids by amending the TBMT. Upon extension of the deadline for submission of Bids, all responsibilities of the Employer and Contractor related to the previous deadline for submission of bids will be adjusted according to the new deadline.</p>
<p>23. Late submission of bids</p>	<p>Bids sent to the Investor after the bid closing time will not be opened, invalid, and disqualified.</p> <p>Any documents submitted by the contractor after the time of bid closure for the purpose of amending and supplementing the submitted bid dossier shall be invalid, except for documents submitted by the contractor to clarify the bid dossier at the request of the Employer or to provide clarification and supplementary documents to prove the eligibility, capacity and experience of the contractor as prescribed in CDNT 27.1 and CDNT 27.3.</p>
<p>24. Withdrawal, replacement and amendment of the Bid</p>	<p>24.1. The Contractor may withdraw, replace or amend the Bid after it has been submitted by sending a written notice, duly signed by the authorized representative, in case of authorization, it must be enclosed with a letter of authorization as prescribed in the Bid 10.3. The replacement or modification bid dossier must be enclosed with the corresponding written notice of amendment or replacement and must satisfy the following conditions:</p> <p>a) To be prepared and submitted to the investor according to the provisions of CDNT 20 and 21, in addition, the corresponding envelopes must clearly state "REPLACEMENT OF BID DOSSIERS" or "MODIFICATION OF BID DOSSIERS" or "WITHDRAWAL OF BID DOSSIERS";</p> <p>b) Received by the investor before the deadline for submission of bid dossiers as prescribed in CDNT 22.</p> <p>24.2. Bids requested to be withdrawn under CDNT 24.1 shall be returned to the Contractor in an unopened condition.</p> <p>24.3. The Bid must not be withdrawn, replaced or amended during the period from the time of expiration of the deadline for submission</p>

	<p>of the Bid to the expiration of the validity period of the Bid written by the Contractor in the Bid Letter or any extension of such time limit.</p>
<p>25. Bid opening</p>	<p>25.1. Except for the cases specified in CDNT 23 and 24.2, the Employer shall conduct public opening and reading in accordance with the provisions of CDNT 25.5(b) all Bids received before the time of bid closing. The opening of bids will be held publicly at the time of bid closing according to the date, time and place specified in the TBMT in the presence of representatives of the Contractor and representatives of relevant agencies and organizations. The opening of bids does not depend on the presence or absence of representatives of contractors.</p> <p>25.2. First, the envelopes marked 'WITHDRAW' will be opened and read aloud, and the corresponding envelopes containing the Bid will not be opened but returned to the Contractor. In case the bid withdrawal envelope does not have a copy of the 'Power of Attorney' confirming the signature of the legally authorized person signed on behalf of the Contractor, the corresponding bid will still be opened. The withdrawal of bids will not be accepted unless the notice of withdrawal is enclosed with a valid written authorization to request the withdrawal and is read publicly at the Bid Opening Ceremony. In this case, the bid dossier will still be opened in accordance with the provisions of CDNT 25.5.</p> <p>25.3. Next, the envelopes marked 'REPLACEMENT BID' will be opened and read publicly, and replaced with the corresponding Bid; the replaced Bid envelopes will not be opened but will be returned to the Contractor. The Investor will not accept the Bidder's withdrawal of the bid dossier if the written notice of withdrawal is not enclosed with documents proving that the signatory of the document is the legal representative of the Contractor or these documents are not announced at the Bid Opening Ceremony. In this case, the bid dossier will still be opened in accordance with the provisions of CDNT 25.5.</p> <p>25.4. Next, the envelopes marked 'ADJUSTMENT' will be opened and read publicly together with the corresponding Bid. The adjustment of the Bid will not be accepted unless the notice of adjustment is accompanied by a valid written authorization to request the adjustment and is announced at the Bid Opening Ceremony.</p> <p>25.5. Each Bid envelope shall be opened in turn in alphabetical order of the names of the Contractors and in the following order:</p> <ol style="list-style-type: none"> a) Checking the sealing condition; b) Open the original of the Bidding Proposal, adjust (if any) or replace it (if any) and publicly read the name of the Contractor; the number of originals and copies; bid prices in the bid form;

	<p>discounts (if any); validity period of the bid dossier; the value of the bid security, the validity period of the bid security and other necessary information as requested. In case the bidding package is divided into parts, the bid price and discounts (if any) for each part shall be read publicly. Only information about bid prices and discounts opened and announced at the Bid Opening Ceremony will be considered during the evaluation process.</p> <p>c) The investor's representative must sign the original bid and power of attorney of the contractor's lawful representative (if any); joint venture agreement (if any); bid assurance. The Investor is not allowed to remove any bids at the Bid Opening Ceremony, except for late bids submitted as prescribed in CDNT 23.</p>
<p>26. Security</p>	<p>26.1. Information related to the evaluation of the Bid and the proposal for award of the contract must be kept confidential and shall not be disclosed to contractors or any person who is not officially involved in the contractor selection process until the results of the contractor selection are made public. In any case, the information in the Bid of one contractor must not be disclosed to another contractor, except for the information disclosed in the bid opening record.</p> <p>26.2. Unless there is a clarification of the bid dossier as prescribed in CDNT 27 and contract negotiation, the contractor is not allowed to contact the Employer about any matters related to its bid dossier and matters related to the bidding package during the period from the time of bid opening to the announcement of the contractor selection result.</p>
<p>27. Clarification of Bids</p>	<p>27.1. After opening bids, the Contractor shall be responsible for clarifying the bid dossier at the request of the Investor, including clarification of qualifications, capacity and experience, tax declaration and payment, and key personnel. For technical proposals and prices in the bid dossier, the clarification must ensure the principle of not changing the price or the nature or basic contents of the bid dossier (except for the case where the contractor certifies the correction of arithmetic errors of the bid dossier made by the investor during the evaluation process). The Contractor shall notify the Employer in writing of the receipt of the request for clarification of the Bid Dossier in one of the forms: sent in person, by post or by email.</p> <p>27.2. The clarification of the bid dossier between the investor and the contractor shall be made in writing. Documents that are not related to the content of the Employer's request for clarification will not be considered and evaluated, except for the clarification documents supplemented by the Contractor itself as prescribed in Section 27.3 of the CDNT.</p>

	<p>27.3. Within the period specified in the BDS, if the Contractor detects that the Bid lacks documents such as eligibility, capacity and experience, the Contractor is allowed to submit additional documents to clarify its eligibility, capacity and experience. The investor is responsible for receiving these documents for consideration and evaluation; documents clarifying eligibility, capacity and experience are considered as part of the Bid. The Investor shall notify the Contractor in writing of the receipt of documents clarifying the Bid Dossier in one of the forms: sent directly, by post or email.</p> <p>27.4. The clarification of the bid dossier shall only be carried out between the investor and the contractor with the bid dossier should be clarified and the principle of not changing the nature of the bid dossier must be ensured. Clarification documents shall be kept by the Investor as part of the Bid Dossier. For clarifications that directly affect the assessment of eligibility,.... Capacity, experience and technical and financial requirements, if the time limit for clarification has expired but the Contractor does not have a written reply to clarify or has a written reply but does not meet the requirements for clarification of the Investor, the Investor shall evaluate the Contractor's bid dossier based on the dossier submitted before the bid closing deadline. The Investor must spend a reasonable amount of time for the Contractor to clarify the bid.</p> <p>27.5. The Employer may, at its discretion, request the bidder expected to win the bid to contact the Investor directly to clarify the bid dossier. The content to be clarified must be expressed in writing. The clarification in this case must ensure objectivity and transparency.</p> <p>27.6. In case there is any inconsistency in the contents of the Bid or there is an unclear content, the Investor shall request the Contractor to clarify on the basis of compliance with the provisions of Section 27.1 of the Bid Dossier.</p> <p>27.7. In case of doubt about the authenticity of documents provided by the contractor, the investor may verify with organizations and individuals related to the contents of the documents.</p>
<p>28. Miscellaneous, conditional and omission of content</p>	<p>28.1. "Difference" means the differences from the requirements stated in the Bidding Documents.</p> <p>28.2. "Setting conditions" means setting conditions that are restrictive or expressing complete disapproval of the requirements stated in the Bidding Documents.</p> <p>28.3. "Omission of content" means the failure of the Contractor to provide part or all of the information or documents as requested in the Bidding Documents.</p>
<p>29. Determination</p>	<p>29.1. The expert team will determine the satisfyingness of the Bid based on the content of the Bid as prescribed in Section 10 of the</p>

<p>of the responsiveness of the Bid</p>	<p>Bid.</p> <p>29.2. Bid that basically satisfies the requirements stated in the Bid without any errors, conditions or omissions of basic contents. In other words, setting conditions or omitting basic content means the points in the Bid that:</p> <p>a) If accepted, it will significantly affect the scope, quality or efficiency of the services specified in the contract; causing significant limitations and inconsistency with the Bidding Documents on the rights of the Investor or the obligations of the contractor in the contract;</p> <p>b) If it is amended, it will have an unfair impact on the competitive position of other contractors whose bids basically meet the requirements stated in the bids.</p> <p>29.3. The expert team shall examine the technical aspects of the Bid in accordance with the provisions of Section 15 of the Bid in order to confirm that all the requirements stated in Part 2 – Technical Requirements have been met and that the Bid does not contain any errors, conditions or omissions in the basic contents.</p> <p>29.4. If the Bid fails to meet the basic requirements stated in the Bid, the Bid will be disqualified; it is not allowed to amend other errors, set conditions or omit basic contents in the Bid in order to make that Bid meet the basic Bid.</p>
<p>30. Mistakes that are not serious</p>	<p>30.1. Provided that the Bid meets the basic requirements stated in the Bid, the Investor or the expert group may accept errors that are not other errors, set conditions or omit basic contents in the Bid.</p> <p>30.2. Provided that the Bid basically satisfies the requirements stated in the Bid Bid, the Investor or the expert team may request the Contractor to provide necessary information or documents within a reasonable time limit to correct the inconsistencies or non-serious errors in the Bid related to the document requirements. The request for information and documents to remedy these errors must not be related to any element of the bid price. The bid's bid is disqualified if it does not meet this requirement of the investor.</p> <p>30.3. Provided that the Bid basically meets the requirements stated in the Bid Bid, the Investor or the expert team shall adjust the non-serious and quantifiable errors related to the bid price; bid prices will be adjusted to reflect costs for items that are missing or have not met the requirements; This adjustment is only for the purpose of comparing bids.</p>
<p>31. Subcontractors</p>	<p>31.1. Subcontractor means an organization or individual that signs a contract with a contractor to perform part of the work in the bid price summary table; excluding organizations and individuals supplying, raw materials, fuels, materials, supplies, semi-finished</p>

	<p>components, equipment, and lease of construction equipment. The hiring of workers by the contractor to perform the bidding package is not the use of subcontractors. The contractor must declare the subcontractor and the work items reserved for the subcontractor according to Form No. 11, Chapter IV. In case at the time of bidding, the subcontractor has not been identified, the expected work items for the subcontractor must be declared.</p> <p>31.2. Requirements for subcontractors are specified in the BDS (Bidding Data Sheet).</p> <p>31.3. The use of subcontractors shall not alter the responsibilities of the contractor. The contractor shall be responsible for the volume, quality, progress and other responsibilities for the part of work performed by the subcontractor. The capacity and experience of the subcontractor will not be considered when evaluating the bid's bid. The contractor itself must meet the criteria of capacity and experience (not considering the capacity and experience of the subcontractor).</p> <p>31.4. Contractors may sign contracts with subcontractors on the list of subcontractors specified in the Bidding Dossier or sign with subcontractors approved by the Employer to participate in the performance of the work of the bidding package.</p> <p>31.5. Contractors that commit acts of transferring bids under the provisions of Clause 8, Article 16 of the Bidding Law shall be handled according to the provisions of Point b, Clause 1, Article 133 of Decree No. 214/2025/ND-CP.</p> <p>31.6. The contractor may not use a subcontractor in which this subcontractor participates in providing consultancy services for the bidding package for which the contractor has won the bid and these consultancy jobs include: formulation and verification of FEED design, technical design, construction drawing design, etc. cost estimates; verification of technical designs, design of construction drawings and cost estimates; price appraisal; supervising contract performance and inspection; preparation and appraisal of dossiers and dossiers; evaluation of Bids and Bids; appraisal of prequalification results (if any), contractor selection results; project management consultancy, contract management, and other consultancy services that have a part of work directly related to the bidding package.</p>
<p>32. Incentives in contractor selection</p>	<p>32.1 Principle of Offer:</p> <p>a) Bidders participating in bidding who are entitled to more than one type of incentive in the assessment of capacity and experience or in the assessment of finance shall be entitled to only one type of incentive that is most beneficial to the contractor corresponding to each content of the assessment of capacity and experience or financial assessment.</p>

b) In case all bidders participating in the bidding are entitled to the same incentives or all contractors are not eligible for incentives, it is not necessary to calculate the incentives for comparison and ranking.

c) The contractor must prove that the contractor or service offered by the contractor is eligible for incentives as prescribed in Clause 1, Article 10 of the Bidding Law.

32.2. Innovative products specified in Clause 4, Article 6 of Decree No. 214/2025/ND-CP are non-consultancy services of domestic innovative start-ups eligible for incentives as prescribed in the **BDS**.

32.3. In case after the evaluation, there are many bidders who are rated the best and equally, they shall be handled in the order of priority as follows until the winning bidders are selected:

a) Awarding bids to small and medium-sized enterprises owned by women in accordance with the law on support for small and medium-sized enterprises (if any);

b) Awarding bids to contractors with higher technical scores or fewer than the number of technical evaluation criteria at an acceptable level, in case the bidding package applies the lowest price method; awarding bids to contractors with lower bid prices minus the discount value (if any) for bidding packages applying the evaluation price method.

c) Awarding bids to contractors headquartered in localities where bidding packages are implemented;

d) Awarding bids to contractors employing the number of laborers who are war invalids and disabled persons who have labor contracts with a contract performance period of 03 months or more, up to the time of bid closing, which is still more valid;

dd) Awarding bids to contractors employing the number of ethnic minority laborers who have labor contracts with a contract performance period of 03 months or more, up to the time of bid closing, which is still more valid;

e) Awarding bids to contractors employing female laborers with labor contracts with a contract performance period of 03 months or more, up to the time of bid closing, which is still more valid;

g) Allow these bidders to re-offer bid prices to select the contractor with the lowest bid price. The contractor is not allowed to offer a higher price than the bid price minus the discount value (if any). The re-offer of bid prices shall comply with the provisions of Point a, Clause 8, Article 140 of Decree No. 214/2025/ND-CP;

h) Invite these bidders to participate in online bidding according to the simplified process. The contractor is not allowed to offer a higher price than the bid price minus the discount value (if any).

	<p>32.4. In case of being eligible for incentives specified in Section 32.2 and Section 32.3 of the CDNT, the contractor must attach supporting documents in the bidding documents.</p> <p>32.5. Contractors shall have to declare services eligible for incentives according to Form No. 14, Chapter IV as a basis for consideration and evaluation of incentives. In case the contractor fails to declare, the contractor's services are considered not eligible for incentives.</p> <p>32.6. In case the services offered by contractors are not eligible for incentives, the evaluation and determination of the preferential value shall not be conducted.</p> <p>32.7. Domestic contractors in the cases specified at Point g, Clause 1, Article 10 of the Bidding Law, when bidding for services provided by contractors, are not required to satisfy the conditions on competition assurance in the assessment of eligibility and capacity requirements. experience within 05 years from the date of recognition by the competent authority. Contractors must attach documents to prove that the services offered by contractors are eligible for incentives.</p> <p>32.8. Other incentives as prescribed in the BDS.</p>
<p>33. Evaluation of Bids</p>	<p>33.1. The expert team shall apply the assessment method as prescribed in the Bid to evaluate the Bid. The use of any other criteria or assessment methods is not allowed.</p> <p>33.2. Eligibility Assessment:</p> <p>a) The examination and assessment of the validity of the Bid shall be carried out in accordance with the provisions of Section 1, Chapter III.</p> <p>b) Contractors with valid bid dossiers will be further evaluated for their capacity and experience.</p> <p>33.3. Assessment of competence and experience:</p> <p>a) The assessment of capacity and experience shall be carried out according to the assessment criteria specified in Section 2, Chapter III.</p> <p>In case the proposed key personnel do not meet the requirements or the contractor is unable to mobilize key personnel (including the case where the personnel who have been mobilized for another bidding package have the same implementation time as the implementation time of this bidding package), the contractor is allowed to clarify and change.</p> <p>For each key personnel position, the contractor is allowed to supplement or replace once within a reasonable period of time but not less than 03 working days.</p> <p>In any case, if the contractor makes an untruthful declaration of key</p>

	<p>personnel, it will not be allowed to replace other personnel, the bid dossier will be disqualified and the contractor will be considered to have committed fraudulent acts according to the provisions of Point b, Clause 4, Article 16 of the Bidding Law and will be handled according to the provisions of Clause 1, Article 133 of the Decree No. 214/2025/ND-CP.</p> <p>In case the contractor is ranked first, the contractor is not allowed to change key personnel (key personnel proposed in the Bid or key personnel who have been replaced once according to the provisions of Clause 2, Article 29 of Decree No. 214/2025/ND-CP), except for cases where the Bid evaluation time is longer than expected in the house selection plan contractors or for force majeure reasons, the key personnel positions proposed by the contractor cannot participate in the performance of the contract. In that case, the contractor is entitled to change other key personnel but must ensure that the key personnel expected to be replaced have the same or higher qualifications, experience and capacity as the proposed key personnel and the contractor is not allowed to change the bid price.</p> <p>b) Contractors with capacity and experience that meet the requirements of the bidding dossier will be subject to a detailed assessment of technical conformity.</p> <p>33.4. Technical and price evaluation:</p> <p>a) The assessment of technical conformity shall be carried out according to the criteria and methods specified in Section 3, Chapter III.</p> <p>b) Bidders that meet the technical requirements of the bidding dossier shall be allowed to continue evaluating the price proposal as prescribed in Section 4, Chapter III.</p> <p>c) After the financial assessment, the contractor rating shall comply with the provisions of the BDS. In case only one contractor passes the financial assessment step, there is no need to rank the contractor.</p> <p>33.5. The expert team shall make a report on the results of the bid evaluation and send it to the investor for consideration and submission for approval of the contractor selection results.</p>
<p>34. Conditions for consideration and approval of winning bids</p>	<p>Contractors may be considered and proposed to win bids when fully satisfying the following conditions:</p> <p>34.1. Having a valid Bid as prescribed in Section 1, Chapter III. In case at the time of consideration and approval of winning the bid, if the contractor is suspended or terminated from participating in the System, the Investor needs to request the Contractor to restore the participation status to be considered and approved for winning the bid.</p> <p>34.2. Having the capacity and experience to meet the</p>

	<p>requirements specified in Section 2, Chapter III.</p> <p>34.3. Having technical proposals to meet the requirements specified in Section 3, Chapter III.</p> <p>34.4. Satisfying the conditions prescribed in the Land Permit.</p> <p>34.5. Having the bid winning price (including taxes, charges and fees (if any)) not exceeding the bidding package price as a basis for consideration and approval of winning bids as prescribed in the BDS.</p>
<p>35. Cancellation of bids</p>	<p>35.1. Cases of bid cancellation include:</p> <p>a) All bids fail to meet the requirements of the bid;</p> <p>b) Changes in investment objectives and scope in approved investment decisions for projects or changes in procurement objectives and scope for procurement estimates due to restructuring of administrative units, organization of the state apparatus and other force majeure circumstances that cause changes in workload, assessment criteria stated in the bidding documents;</p> <p>c) The bidding documents do not comply with the provisions of the Bidding Law and other relevant laws, leading to the selected contractor not meeting the requirements for the implementation of the bidding package;</p> <p>d) Organizations and individuals other than bid-winning bidders commit prohibited acts specified in Article 16 of the Bidding Law, leading to deviations in contractor selection results.</p> <p>dd) Cancellation of bids as prescribed in Clause 5, Article 42 of the Bidding Law.</p> <p>35.2. Organizations and individuals that violate the provisions of the law on bidding leading to the cancellation of bids as prescribed at Points c and d, Section 35.1 of the CDT shall have to compensate the relevant parties for expenses and be handled in accordance with law.</p> <p>35.3. In case of cancellation of bids under the provisions of this Section, within 05 working days, the investor must return or release the bid security to the contractor who has submitted the original bid security, except for the case where the contractor fails to refund the bid security value as prescribed in Clause 9, Article 14 of the Bidding Law.</p>
<p>36. Announcement of contractor selection results</p>	<p>36.1. The investor shall post the notice of contractor selection results on the system within 05 working days from the date of issuance of the decision approving the contractor selection result. The contents of the announcement of contractor selection results are as follows:</p>

	<p>a) Information about the bidding package:</p> <ul style="list-style-type: none"> - Number of TBMT; - Name of the bidding package; - The price of the approved bidding package or estimate (if any); - Name of the investor; - Form of contractor selection; - Type of contract; - Time for implementation of the bidding package. <p>b) Information about the winning bidder:</p> <ul style="list-style-type: none"> - Tax identification number; - Name of the contractor; - Bid price; - Bid price after price reduction (if any); - Technical points (if any); - Assessment price (if any); - Winning bid price; - Time for implementation of the bidding package; - Contract performance time. <p>c) A list of contractors not to be selected and a summary of the reasons for non-selection of each contractor.</p> <p>36.2. In case of a request to explain the specific reason why the contractor did not win the bid, the contractor shall send a request on the System or meet the Investor in person. The investor is responsible for replying to the contractor's request within 02 working days from the date of receipt of the contractor's request.</p> <p>36.3. In case of bid cancellation under the provisions of Point a, Section 35.1 of the CDNT, the reason for bid cancellation must be clearly stated in the notice of contractor selection results and on the system.</p>
<p>37. Complete and sign the contract</p>	<p>37.1. The investor invites the winning bidder to complete the contract. In the process of completing the contract, the parties jointly complete the draft contract agreement, specific conditions of the contract, contract appendices including a detailed list of scope of work, price list, implementation progress (if any). The completion of the contract shall be carried out on the basis of:</p> <ul style="list-style-type: none"> a) The contract form has been filled in with all specific information of the bidding package; b) The approved contractor selection result;

	<p>c) The requirements stated in the bidding dossier;</p> <p>d) The contents stated in the bid dossier and the part of clarification of the bid dossier of the winning bidder (if any);</p> <p>dd) Contents to be completed in the contract.</p> <p>37.2. The result of completion of the contract shall be the basis for the Investor and the Contractor to sign the contract.</p> <p>37.3. In case the winning bidder fails to complete or refuses to complete the contract or fails to sign the contract, the bid security value shall not be refunded.</p>
<p>38. Changes in service volume</p>	<p>38.1. At the time of awarding the contract, the Employer has the right to increase or decrease the volume of services stated in Chapter IV provided that such change does not exceed the ratio specified in the BDS and there is no change in the unit price or other conditions and terms of the Bidding Proposal and the Bidding Proposal. The rate of increase and decrease in volume does not exceed 10%.</p> <p>38.2. Optional additional purchases:</p> <p>Before the contract expires, the Investor and the Contractor shall agree to purchase additional service volumes of the bidding package in addition to the volume specified in Chapter IV on the condition that they do not exceed the ratio specified in the BDS and satisfy the provisions of Clause 8, Article 39 of the Bidding Law. The additional purchase part must be similar to the part of the work stated in the signed contract and has a unit price. This additional service volume is not used to evaluate the contractor's capacity and experience. For joint venture contractors, the division of responsibility for the performance of additional volumes under the additional purchase option shall be carried out according to the proportion of work divided according to the signed contract, unless otherwise agreed by the parties.</p>
<p>39. Notice of approval of the bid and award of the contract</p>	<p>After the Investor posts the notice of contractor selection results, the Investor sends a notice of approval of the Bid and awards the contract through the System, including the requirements for measures to secure the performance of the contract, the time for completion and signing of the contract as prescribed in Form No. 15 Part 4 to the winning bidder. The Notice of Approval of the Bid and the award of the contract are part of the contract dossier. In case the winning bidder fails to complete or sign the contract or fails to submit the contract performance security within the time limit specified in the notice of approval of the bid and awarding the contract, the contractor will be disqualified and not refunded the bid security value as prescribed at Point b, Section 18.5 of the CDNT. The time limit stated in the notice of approval of the bid and awarding the contract shall be counted from the</p>

	date the Investor sends this notice of approval to the winning bidder on the System.
40. Conditions for signing the contract	<p>40.1. At the time of signing the contract, the bid of the selected contractor is still valid.</p> <p>40.2. At the time of signing the contract, the selected contractor must ensure that it meets the requirements of technical and financial capacity to implement the bidding package as required by the bidding documents. In case the contractor actually no longer meets the basic requirements of technical and financial capacity as prescribed in the bidding documents, the investor will refuse to sign a contract with the contractor. The investor will cancel the decision to approve the contractor selection results, notify the approval of the bid and award the previous contract and invite the next ranked contractor to participate in the contract negotiation.</p> <p>40.3. The investor must ensure the conditions on advance capital, payment capital and other necessary conditions for the implementation of the bidding package on schedule.</p>
41. Contract performance assurance	<p>41.1. The selected contractor must take measures to secure the performance of the contract before or at the same time as the contract takes effect as prescribed in Section 5 of Chapter VI of the GCC. In case of application of a letter of guarantee for contract performance, the form specified in Part 4 or another form approved by the investor must be used.</p> <p>41.2. The contractor shall not be refunded the contract performance security in the following cases:</p> <ul style="list-style-type: none"> a) Refusing to perform the contract when the contract takes effect; b) Violating the agreement in the contract; c) Performing the contract behind schedule due to his/her fault but refusing to extend the validity of the contract performance guarantee. <p>41.3. In case the winning bidder fails to submit the contract performance security or fails to sign the contract, the investor shall have the right to cancel the contractor selection result and invite the next-ranked contractor to participate in the contract negotiation.</p>
42. Settlement of proposals in bidding	<p>42.1. For bidding packages governed by the Bidding Law</p> <ul style="list-style-type: none"> a) When deeming that their legitimate rights and interests are affected, the contractor, agency or organization may request the Petition Settlement Council, the competent person or the investor to reconsider matters in the process of contractor selection and contractor selection results as prescribed in Article 89 of the Bidding Law and Article 137, 138 and 139 of Decree No. 214/2025/ND-CP. b) In case of making a proposal to the investor, contractor, agency or organization to send the proposal directly on the system. In case of making a petition to the Petition Settlement Council, the competent person or contractor shall send the petition to the

address specified in the **Land Plot**.

42.2. For contractor selection activities specified at Point d, Clause 7, Article 3 of the Bidding Law or contractor selection activities not governed by the Bidding Law, the settlement of proposals shall comply with the provisions of **the Bidding Law**.

Chapter II. BIDDING DATA SHEET

CDNT 1.1	<p>Representative of the Investor: Vietnamese-German University Address: Ring Road 4, Quarter 4, Thoi Hoa Ward, Ho Chi Minh City, Vietnam</p>
CDNT 1.2	<p>Package name: Provision of maintenance services for the Student Lifecycle Management (SLCM) Software of Vietnamese-Germany University.</p> <p>Project name/ Procurement estimate: Cost Estimate for Procurement and Repair in 2025 of Vietnamese-German University.</p>
CDNT 3	<p>Funding sources: Revenue from public services</p>
CDNT 5.1(c)	<p>Ensuring competition in bidding as follows: Bidders participating in the bidding have no shares or contributed capital of more than 30% with: <i>Vietnamese-German University, address: Ring Road 4, Quarter 4, Thoi Hoa Ward, Ho Chi Minh City, Vietnam.</i></p> <p>+ In case the contractor or investor is a parent company, a subsidiary company, a member company of a state-owned economic group, a state-owned corporation or a contractor may participate in the investor's bidding package if the products and services in such bidding package belong to the main production and business lines of the state-owned economic group, state-owned corporations.</p> <p>+ In case the contractor is a public non-business unit, the contractor participating in the bidding does not belong to the same agency or organization directly managing it with the investor, except for the case that the contractor is a public non-business unit of a state management agency with assigned functions and tasks in accordance with the nature of the bidding package of such state management agency; public non-business units have the same agency directly under their management.</p> <p>+ Public non-business units and enterprises with the same agency directly managing and contributing capital when participating in bidding for each other's bidding packages are not required to meet the regulations on legal independence and financial independence between contractors and investors.</p> <p>- Bidders participating in bidding do not have shares or contributed capital with consultancy contractors; not having shares or contributed capital of more than 20% of an organization or individual other than each party, specifically as follows:</p> <p>+ Valuation consultant: Dai Viet Valuation Co., Ltd. Address: No. 2 Alley 358/25/60 Bui Xuong Trach, Khuong Dinh Ward, Hanoi City, Vietnam.</p>

	<p>+ Consulting on Bid preparation: Vietnamese-German University. Address: Ring Road 4, Quarter 4, Thoi Hoa Ward, Ho Chi Minh City, Vietnam;</p> <p>+ Bid appraisal consultant: An Phu Bidding Consulting Joint Stock Company. Address: Kim Au Village, Thuan An Commune, Hanoi City, Vietnam.;</p> <p>+ Bid Assessment Consultant: Vietnamese-German University. Address: Ring Road 4, Quarter 4, Thoi Hoa Ward, Ho Chi Minh City, Vietnam;</p> <p>+ Consulting on appraisal of contractor selection results: An Phu Bidding Consulting Joint Stock Company. Address: Kim Au Village, Thuan An Commune, Hanoi City, Vietnam;</p> <p>Bidders participating in bidding do not belong to the same agency or organization directly managing as consultancy contractors (mentioned above).¹</p> <p>The percentage of shares and capital contributions between the parties is determined at the time of bid closing and according to the ratio stated in the enterprise registration certificate, establishment decision and other papers of equivalent value.</p> <p>In case a contractor participates in bidding as a joint venture or a consultancy contractor is selected as a joint venture, the capital ownership ratio of other organizations and individuals in the joint venture is determined according to the following formula:</p> $\text{Tỷ lệ sở hữu vốn} = \sum_{i=1}^n X_i \times Y_i$ <p>In which:</p> <p>X_i: Capital ownership ratio of other organizations and individuals in the ith joint venture member;</p> <p>Y_i: Percentage (%) of the workload of the ith joint venture member in the joint venture agreement;</p> <p>n: Number of members participating in the joint venture.</p> <p>- Domestic contractors in the cases specified at Point g, Clause 1, Article 10 of the Law on Bidding when bidding for services provided by such contractors are not required to meet the regulations on competition assurance specified in this Section.</p>
CDNT 7.5	Pre-bid conference: "No".
CDNT 8	The contractor shall bear all costs related to the bidding process. In any case, the Employer shall not be responsible for expenses related to the contractor's participation in the bidding.

¹ This content is only evaluated for contractors that are non-business units.

CDNT 10.10	<p>The contractor must submit together with the Bid the following documents:</p> <ul style="list-style-type: none"> - Bid documents, together with all correspondence and documents relating to bid documents exchanged between the Contractor and the Employer, must be written in English. Supporting documents and printed documents that are part of the bid may be in another language, provided that they are accompanied by an accurate translation of the relevant parts into English. In case of lack of translation, if necessary, the Employer may request the Contractor to supplement the following documents: <ul style="list-style-type: none"> (i) Business registration certificate. (ii) Financial statements for 2022, 2023 and 2024. (iii) Similar contracts, including: Contracts; Price list; Record of acceptance; Joint venture agreement (if any); and other relevant documents. (iv) Other documents (if required during the evaluation of bids). <ul style="list-style-type: none"> - English translations of the above documents, if not notarized, will not be considered for further evaluation.
CDNT 12.1	<p>The contractor is "not allowed" to submit a proposal for an alternative technical plan.</p>
CDNT 17.1	<p>The validity period of the Bid is: ≥ 180 days from the date of bid closing.</p>
CDNT 18.2	<p>Bid guarantee contents:</p> <ul style="list-style-type: none"> - Bid security value: 50,000,000 VND or 2,000 USD. <p>For contractors named in the list of contractors who commit the acts specified in Clause 1, Article 20 of Decree No. 214/2025/ND-CP and posted on the National Procurement Network System, they must take measures to secure bids with a value of 03 times the value of the above requirements within 02 years from the last time they carry out the this person. In case a joint venture contractor or joint venture member commits the acts specified in Clause 1, Article 20 of Decree No. 214/2025/ND-CP as mentioned above, it must take a bid security measure with a value of 03 times the value of the bid security corresponding to the proportion of the value of the work undertaken by such member in the partnership within 02 years from the date of the last time this act was committed.</p> <ul style="list-style-type: none"> - Validity period of the bid guarantee: 210 days. <p>(In case the bidding package is divided into many parts, the bid security value of each part must be clearly stated).</p>
CDNT 18.4	<p>Time limit for refund or release of bid security for contractors not selected: 14 days from the date the contractor selection results are approved.</p>

CDNT 20.1	<p>In addition to the original of the Bid Dossier, the Contractor is required to submit: 03 (three) copies and 01 (one) USB device to store the entire Bid Dossier in PDF file format.</p> <p>In case of amendment or replacement of the bid dossier or proposal of alternative technical solutions, the Contractor is required to submit 03 (three) copies of such amendments, replacements or alternative technical solutions.</p>
CDNT 21.1	<p>Address of the Investor (to submit Bids): Vietnamese-German University.</p> <p>Address: Ring Road 4, Quarter 4, Thoi Hoa Ward, Ho Chi Minh City, Vietnam</p> <p>Words: 02742222990</p>
CDNT 25	<p>The opening of the Bidding Proposal will be made public at the time and address specified in the Notice of Bidding on the National Procurement Network System.</p>
CDNT 27.3	<p>The Contractor is allowed to submit additional documents clarifying to the Investor within five (05) working days from the time of bid closing.</p>
CDNT 31.2	<p>Maximum value for subcontractors: 0% of the bid price of the contractor.</p>
CDNT 32.2	<p>How to calculate the offer:</p> <p>Innovative products specified in Clause 4, Article 6 of Decree No. 214/2025/ND-CP which are non-consulting services of domestic innovative start-ups are entitled to the following incentives:</p> <ul style="list-style-type: none"> - "Contractors not eligible for incentives must add an amount equal to 7.5% of the bid price minus the discount value (if any) to the bid price minus the discount value (if any) of that contractor for comparison and ranking";
CDNT 33	<p>The methods of evaluating the Bid are:</p> <ul style="list-style-type: none"> - Assessment of capacity and experience: Pass/Fail. - Technical evaluation: Pass/Fail. - Financial evaluation: Lowest price method.
CDNT 33.4(c)	<p>Contractor rating:</p> <ul style="list-style-type: none"> - The contractor with the lowest bid price after deducting the discount value (if any) is ranked first;
CDNT 34.4	<p>The contractor has the lowest bid price after deducting the discount value (if any);</p>
CDNT 34.5	<p>The price of the bidding package to serve as a basis for considering and approving the winning bid: the price of the bidding package shall be approved in the contractor selection plan. In case the cost estimate of the approved bidding package is lower or higher than the</p>

	approved bidding package price, this estimate will replace the bidding package price as a basis for considering and approving the winning bid.
CDNT 38.1	The maximum volume increase rate is: 10%; The maximum weight reduction rate is: 10%.
CDNT 38.2	- Option to buy more: "not applicable"
CDNT 42.1	- Competent persons: + Address: Ring Road 4, Quarter 4, Thoi Hoa Ward, Ho Chi Minh City. + Email: tin.dn@vgu.edu.vn - The Standing Division assists the Chairman of the Council in settling petitions: + Address: Ring Road 4, Quarter 4, Thoi Hoa Ward, Ho Chi Minh City. + Email: tin.dn@vgu.edu.vn
CDNT 42.2	When deeming that their legitimate rights and interests are affected, contractors, agencies and organizations may make recommendations according to the following process: + Address: Ring Road 4, Quarter 4, Thoi Hoa Ward, Ho Chi Minh City. + Email: tin.dn@vgu.edu.vn

Chapter III. HSDT EVALUATION CRITERIA

Section 1. Checking and evaluating the validity of Bids

Section 1.1. Checking the validity of Bids

- a) Examine the components of the bid dossier, including: Bid letter, partnership agreement (if any), power of attorney from the contractor's legal representative (if any), bid security, number of originals and copies of the bid dossier;
- b) Checking the consistency of contents between the original and copies of the bid dossier for detailed evaluation.
- c) The examination of the validity of the bid dossier is not a basis for disqualification of the bid dossier.

Section 1.2. Evaluation of the validity of Bids

Bids are considered valid when they fully meet the following conditions:

- a) Having the original of the bid dossier;
- b) Having a letter of bid signed and stamped by the contractor's legal representative (if any); the time of signing the Letter of Bid must be after the time of issuance of the Bidding Dossier; The Contractor is not allowed to offer many different bid prices or attach unfavorable conditions to the Investor. In case of a joint venture contractor, the Bid Letter must be signed and stamped by all members of the joint venture (if any), or signed by an authorized representative of the joint venture, as assigned in the joint venture agreement.
- c) The validity period of the bid dossier must meet the requirements stated in the bidding dossier;
- d) Bid security must fully meet the provisions of Section 18.3 of the CDNT (Contractor Instructions);
- e) The contractor must not participate in two or more bids as an independent contractor or a member of a partnership. In case the bidding package is divided into many independent lots, the contractor is not allowed to participate in two or more bids in the same lot with the above-mentioned status;
- f) The joint venture agreement (if it is a joint venture contractor) must be signed and stamped by the legal representative of each member (if any); the joint venture agreement must clearly state the specific scope of work and the estimated value performed by each member, and must be consistent with Form No. 3, Chapter IV of the Bidding Documents. The assignment of work among the members of the joint venture must be based on the items in the bid price list according to the Form No. 5 of Chapter IV of the bidding dossier or the tasks necessary for the performance of such items. Do not assign tasks that are not related to these items or do not serve the performance of these items.
- g) The contractor must satisfy the provisions of Section 5 of the Bidding Dossier.

Within 03 years up to the time of bid closing, none of the Contractor's personnel (who are currently having labor contracts with the Contractor at the time of the violation) have been convicted of violating regulations on bidding, causing serious consequences under the provisions of the Criminal Code.

Contractors with valid bids will continue to be evaluated for their capacity and experience.

Section 2. Competency and experience assessment criteria

Section 2.1. Competency and experience assessment criteria

In case the currency stated in similar contracts or the investor's payment confirmation for non-consultancy service provision contracts has been performed or the tax payment declaration or relevant documents proving the contractor's capacity and experience are not VND, when making the Bid, the contractor must convert to VND as a basis for evaluating the Bid. The conversion is applied to the exchange rate of the Joint Stock Commercial Bank for Foreign Trade of Vietnam (Vietcombank) on the date of signing the same contract.

TABLE OF COMPETENCY AND EXPERIENCE ASSESSMENT STANDARDS

Competency and experience criteria		Requirements to comply with			Documents to be submitted	
TT	Describe	Request	Independent Contractor or	Joint Venture Contractor		
				Total Joint Venture Members		Each joint venture member
1	History of non-completion of contract due to contractor error (1)	From January 1, 2022 to the time of bid closing, the contractor does not have 02 or more contracts (providing non-consulting services) that are not completed due to the contractor's fault.	Must satisfy this requirement	Not applicable	Must satisfy this requirement	Form No. 09
2	Fulfillment of tax declaration and tax payment obligations (2)	The obligation to declare and pay tax in 2024 has been fulfilled	Must satisfy this requirement	Not applicable	Must satisfy this requirement	Commitment in Form No. 2
3	Average annual turnover (excluding VAT)(3)	The Bidder's average annual turnover (excluding VAT) over the last three (03) fiscal years prior to the bid closing date shall be at least USD 250,000, equivalent to VND 6,534,500,000.	Must satisfy this requirement	Must satisfy this requirement	Not applicable	Model No. 10
4	Specific experience in performing similar contracts(4)	The contractor has completed at least 01 similar contract as a main contractor (independent or joint venture member) or subcontractor in the period from January 1, 2022 to the time of bid closing. In which, similar contracts are: - Similar nature: maintenance of student management software or equivalent;	Must satisfy this requirement	Not applicable	Must satisfy the requirements (equivalent to the part of the work undertaken)	Form No. 08

- Minimum size (value): 20,000 USD.

- (1) The contract for the provision of non-consultancy services is not completed due to the contractor's fault, including:
- The contract for provision of non-consultancy services is concluded by the investor and the contractor does not object;
 - The contract for the provision of non-consultancy services is concluded by the Investor that the contractor is not completed, not approved by the contractor but has been concluded by the arbitrator or the Court in a way that is unfavorable to the contractor.

Incomplete non-consultancy contracts do not include contracts where the Employer's decision has been rejected by the dispute settlement mechanism. The determination of an incomplete contract must be based on all information about the dispute or litigation that has been resolved in accordance with the provisions of the dispute settlement mechanism of the respective contract and when the contractor has exhausted all opportunities to complain. For contracts that are behind schedule due to the contractor's fault but still complete the contract, it is not considered as an incomplete contract.

For a consortium contractor where only one or several members of the consortium violate and are prohibited from participating in bidding activities as prescribed in Clause 1, Article 133 of Decree No. 214/2025/ND-CP, the remaining consortium members are not considered to have failed to complete the contract due to the contractor's fault. In case one or several members of the joint venture violate the contract, no longer have the capacity to continue performing the contract, seriously affecting the progress, quality and efficiency of the bidding package, only one or several members of the joint venture who violate the contract shall be deemed to have failed to complete the contract. the other member is not considered to have failed to complete the contract due to the contractor's fault.

- (2) The contractor shall provide documents proving that it has fulfilled the obligation to declare tax and pay corporate income tax of the latest fiscal year compared to the time of bid closing. The contractor shall submit the following documents:

- Tax returns and payment slips certified by tax authorities printed from the e-tax system or
- Tax declaration and certification of the tax authority's fulfillment of tax obligations.

(3) For domestic innovative start-up enterprises, when bidding for innovative products that are non-consulting services of that enterprise as prescribed in Clause 4, Article 6 of Decree No. 214/2025/ND-CP, they are not required to meet this criterion within 06 years from the time the product is first manufactured and eligible to be put on the market. Domestic contractors in the cases specified at Point g, Clause 1, Article 10 of the Law on Bidding when bidding for services provided by such contractors are not required to meet this criterion within 05 years from the date of recognition by competent agencies. In case after the assessment, the contractor does not meet the eligibility for incentives, the investor shall request the contractor to provide documents proving that it satisfies the turnover requirements.

In case the contractor has fewer years of establishment than the number of years required by the bidding documents, the average annual turnover (excluding VAT) shall be calculated on the number of years the contractor has been established. In this case, if the contractor's average annual turnover (excluding VAT) meets the requirements of the bidding documents, the contractor will still be evaluated without being disqualified.

How to calculate the minimum requirement for average annual revenue (excluding VAT) = [(Package price – VAT value)/duration of the package by year] x k. Normally, the "k" coefficient in this formula is required from 1 to 1.5.

(4) Similar contracts:

+ For contracts in which the contractor has participated as a joint venture member or subcontractor, only the value of the work performed by the contractor shall be calculated.

+ For contracts for which the investor or expert group has evidence that the contractor has performed as a subcontractor due to illegal bid transfer, violating the provisions of Clause 8, Article 16 of the Bidding Law, this contract will not be considered. assess.

+ Performed work item means part or all of the workload in the item that has been accepted within the prescribed period of time without considering the time of signing the contract. The time of confirming the work items performed to determine similar work items is the time of acceptance of the work, not based on the time of signing the contract.

+ Completion contract means a contract in which the entire work has been accepted or the contract has been liquidated. The time of confirming the completion of the contract to determine the similar contract is the time of acceptance of the work, not based on the time of signing the contract.

2.2. Evaluation criteria for key personnel and major equipment:

a) Key personnel:

If the bidding documents have requirements on key personnel, the contractor must prove the ability to mobilize the proposed key personnel. Key personnel may be on the contractor's payroll or mobilized by the contractor.

In case the key personnel declared by the contractor in the bidding dossier do not meet the requirements or fail to prove the ability to mobilize personnel (including the case where the key personnel who have been mobilized for other contracts have working hours that coincide with the time of implementation of this bidding package), The investor allows the contractor to supplement and replace. Contractors are only allowed to supplement and replace each key personnel position once in an appropriate period of time but not less than 03 working days. In case the contractor does not have replacement key personnel to meet the requirements of the bidding documents, the contractor shall be disqualified. In case the contractor deliberately declares untruthful key personnel in the bidding application in order to falsify the contractor selection results, the contractor is not allowed to replace other personnel, the bidding bid of the contractor is disqualified and the contractor will be considered fraudulent according to the provisions of Point b, Clause 4, Article 16 of the Bidding Law and will be handled according to the provisions of Clause 1 Article 133 of Decree No. 214/2025/ND-CP.

Experience in similar jobs is expressed in the minimum number of years of personnel performing similar jobs or the minimum number of contracts in similar jobs. The number of years of experience of key personnel is calculated from the time the personnel starts performing that same work to the time of bid closing. The Contractor must provide details of the key personnel proposed under Forms No. 07A, 07B and 07C Chapter IV to prove that it has sufficient personnel for the key positions that meet the following requirements:

Table No. 02: Requirements for key personnel

STT	Job Position	Amount	Experience in similar jobs	Certificates/Qualifications ⁽²⁾
1	Team Leader	1	Minimum 5 years or Minimum 2 contracts	- University majoring in Information Technology, Computer Science or equivalent. *Supporting documents: Notarized copy of Degree/Certificate and experience resume of the proposed personnel.
2	Software System Maintenance Engineer	1	Minimum 3 years or Minimum 1 contract	- Bachelor's degree in Information Technology, Computer Science or equivalent. *Supporting documents: Notarized copy of Degree/Certificate and experience resume of the proposed personnel.

b) Major equipment expected to be mobilized for the implementation of the bidding package: Not applicable

Section 3. Technical evaluation criteria: Evaluation according to the pass/fail method:

Based on the scale and nature of the bidding package, determine the level of requirements for each content.

The Bid is considered to meet the technical requirements when all general criteria are assessed as passing. Bids that do not meet the technical requirements will be rejected and will not be considered for price evaluation.

TT	Requirements	Responsiveness	
		Reach	Fail
1	Solutions and methodologies	<ul style="list-style-type: none"> - Understand the nature and purpose of the job - Having reasonable plans, technical solutions and measures to organize the provision of services 	<ul style="list-style-type: none"> - Failing to present an understanding of the nature and purpose of the work - Failing to make reasonable plans, technical solutions, and measures to organize the provision of services
2	The level of response to the ability to mobilize key personnel	Have a plan to arrange experienced and qualified personnel to meet the requirements of the Bidding Documents	There is no plan to arrange personnel with experience and professional qualifications to meet the requirements of the Bidding Documents
3	Progress of the implementation of the bidding package	The progress of the implementation of the bidding package meets the requirements of the bidding documents	The progress of the implementation of the bidding package does not meet the requirements of the Bidding Documents
4	Time and plan for implementation of the bidding package	<ul style="list-style-type: none"> - There is a written commitment to organize and complete the time for implementing the bidding package to meet the requirements. - Provide a plan to implement the tasks in a scientific and reasonable manner, clearly and fully detailing the time and steps to be taken for each job according to Section 3 of 	<ul style="list-style-type: none"> - There is no written commitment to organize and complete the time for implementing the bidding package to meet the requirements. - Failing to provide a plan to implement the tasks or having sketchy contents, lacking basic contents, unreasonable implementation plans, not clearly and fully presenting

TT	Requirements	Responsiveness	
		Reach	Fail
		Chapter V of the Bidding Documents.	in detail about each timeline and steps to be implemented for each job according to Section 3 of Chapter V of the Bidding Documents.
5	Technical Requirements	Meet the requirements on the scope of maintenance and support specified in Chapter V of the Bidding Documents	Failure to meet the requirements for the scope of maintenance and support specified in Chapter V of the Bidding Documents
6	Contractor experience	Have 3 years or more of experience in the field of providing software maintenance services or software development.	Less than 3 years of experience in the field of providing software maintenance services or software development.
7	Quality Requirements	There is a written commitment to meet the requirements.	There is no written commitment or the content of the commitment does not meet the requirements.
<p>Conclude: The contractor is assessed as "Pass" when all of the above criteria are assessed as "Pass" A contractor is assessed as "Failing" when one of the above criteria is assessed as "Failing"</p>			

Section 4. Financial evaluation criteria:

- Lowest price method:

To determine the lowest price, follow these steps:

Step 1: Convert to a common currency;

Step 2. Determine the bid price, minus the discount value (if any);

Step 3: Determine incentives (if any) according to the provisions of Section 32 of the CD;

Step 4: Contractor ranking: Bid has the bid price, minus the discount value (if any), after the lowest incentive (if any) is ranked first.

Section 5. Alternative technical options in HSDT: Not applicable

Chapter IV. BIDDING AND BID FORMS

STT	Form	Implementation responsibilities	
		Investor	Contractors
1	Form No. 01. Scope of Supply	X	
2	Form No. 02. Letters of Bid		X
3	Form No. 03. Joint Venture Agreement		X
4	Form No. 04A. Bid guarantee (<i>applicable in case of independent contractor</i>)		X
5	Form No. 04B. Bid guarantee (<i>applicable in case of joint venture contractor</i>)		X
6	Form No. 05. Bid price list		X
7	Form No. 06. Power of Attorney		X
8	Form No. 07A. Key personnel proposal table		X
9	Form No. 07B. Professional resumes of key personnel		X
10	Form No. 07C. Professional Experience Table		X
11	Form No. 08. Similar contracts performed by contractors		
12	Form No. 09. Non-consultancy contracts are not completed due to past contractor errors		X
13	Form No. 10. The financial situation of the contractor		X
14	Form No. 11. Scope of work using subcontractors		X
15	Form No. 12. List of subsidiaries and member companies undertaking the work of the bidding package		X
16	Form No. 13. Implementation progress table		X
17	Form No. 14. Manifest of services eligible for incentives		X

SCOPE OFFERED

The investor shall list in detail the list of required services, briefly describe the services according to the following table:

ST T	Service Categories	Service Description ^(*)	Biddin g volume	Units of Calculatio n	Location of the service	Date of completi on of service
1	Provision of maintenanc e services for the Student Lifecycle Manageme nt (SLCM) Software of Vietnamese -Germany University	As required in Chapter V	1	Service	Vietnamese -German University	30 months

LETTER OF BID ⁽¹⁾
(Applicable to institutional contractors)

Date: *[insert date of submission of bids]*

Bidding package: *[insert the name of the bidding package according to the invitation for bids]* Estimate

: *[insert the name of the estimate]*

TBMT No.: *[insert the TBMT number]*

To: *[insert full name of the Investor]*

After reviewing the Bidding Dossier including Appendix No. *[insert appendix number, if any]* posted by the Investor on the National Procurement Network System, we, *[insert bidder's name]*, commit to implement *[insert bid package]* in accordance with the Bidding Dossier with a total value of *[insert numerical amount, in words and currency]* ⁽²⁾, enclosed with the Bid Price Summary Table ⁽³⁾ and the time for implementation of the bidding package as *[insert the time for implementation as required by the Bidding Dossier]*.

We are committed ^{to (4)}:

1. Not in the course of carrying out dissolution procedures or having their business registration certificates or cooperative registration certificates or cooperative union registration certificates or cooperative group registration certificates revoked; not in the case of bankruptcy in accordance with the law on bankruptcy (for contractors being business households: not in the process of terminating their operation or having their business household registration certificates revoked).
2. Not violating regulations on ensuring competition in bidding;
3. Having fully fulfilled the obligation to declare and pay tax in the latest fiscal year compared to the deadline for submission of bid dossiers;
4. Not being prohibited from participating in bidding in any country or territory;
5. Not being investigated for penal liability;
6. Not committing acts of corruption, bribery, collusion, obstruction and other violations under the Bidding Law when participating in this bidding package;
7. During the period of 3 years before the deadline for submission of bid dossiers, none of the Contractor's personnel (personnel who signed labor contracts with the Contractor at the time of violation) were convicted of violations of regulations on bidding causing serious consequences under the provisions of the Criminal Code for the purpose of assisting the Contractor in winning bids;
8. All information declared in the bid dossier is truthful;

9. In case of winning the bid, the bid dossier and documents clarifying and supplementing shall be a binding agreement between the two parties until the contract is signed;

10. Participating in only one bid as an independent entity or a joint venture member (in case of a joint venture);

11. If our bid is accepted, we undertake to provide security for the performance of the contract as specified in CDNT 41 of the Bidding Documents.

This bid is valid within⁽⁵⁾ days from the date of bid closing.

Contractor Legal Representation ⁽⁶⁾

(Full name, title, signature and seal)

Notes:

(1) The Contractor notes that the Bid Letter must be filled in fully and accurately with information about the name of the Investor, the name of the Contractor, the name of the bidding package and the name of the estimate. The bid letter must be signed and stamped (if any) by the contractor's legal representative, the validity period of the bid dossier must meet the requirements of the bidding dossier, and the time for signing the bid letter must be consistent with the time of commencement of the contractor selection organization.

(2) The bid price stated in the bid letter must be specific, fixed in numbers and words, reasonable and consistent with the total bid price stated in the bid price list, must not propose other prices or be accompanied by unfavorable conditions for the investor. In case the bidding package is divided into lots, the contractor must quote the price for each lot and the total price for the lots in which the contractor participates. If the contractor has a discount proposal, it must be enclosed with a separate discount proposal letter or clearly state the discount value in the bid letter.

(3) If the contractor has a discount proposal, it must enclose a separate discount proposal letter or clearly state the discount value in the bid letter.

(4) In case the Employer detects that the contractor violates these commitments, the bid dossier will be disqualified and the contractor will be handled for violation according to regulations.

(5) The validity period of the bid dossier is calculated from the date of bid closing to the last expiration date as prescribed in the bid dossier. From the deadline for submitting bids to the end of 24 hours of that day, it is counted as 01 day.

(6) In case the contractor's legal representative authorizes the subordinate to sign the Bid Letter, it must be enclosed with the Power of Attorney according to Form No. 06 of this Part; in case the company's charter or other relevant documents assign the right to sign the Bid Letter to the subordinate, such documents must be attached (it is not necessary

to make a Power of Attorney according to Form No. 06 of this Part). In case the contractor is a partnership, the bid letter must be signed by the legal representative of each member of the partnership or the member authorized to represent the partnership as assigned in the partnership agreement, according to Form No. 03 of this Part. If each joint venture member has been authorized, the authorization must comply with regulations applicable to independent contractors. If the foreign contractor does not use the seal, it must be enclosed with a certificate of the organization competent to certify the signature in the bid letter and other documents in the bid dossier that are those of the contractor's legal representative.

JOINT VENTURE AGREEMENT

... day... month... year... *[Location and date of signing]*

Package: _____

Belonging to the procurement estimate: _____

Pursuant to the Law on Bidding dated June 23, 2023 (amended and supplemented in Law No. 57/2024/QH15, Law No. 90/2025/QH15);

Pursuant to the Government's Decree No. 214/2025/ND-CP dated August 04, 2025 guiding the implementation of the Law on Bidding on contractor selection;

Pursuant to the Bidding Documents: _____ the issuance date *[insert the date of issuance of the Bidding Documents]*.

We, on behalf of the parties to the joint venture agreement, include:

Name of the first joint venture member: _____

Tax code: _____

The representative is Mr. / Mrs. _____

Duty: _____

Address: _____

Telephone: _____

Name of second joint venture member: _____

Tax code: _____

The representative is Mr. / Mrs. _____

Duty: _____

Address: _____

Telephone: _____

Name of the nth joint venture member: _____

Tax code: _____

The representative is Mr. / Mrs. _____

Duty: _____

Address: _____

Telephone: _____

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

Article 1. General guidelines

1. Members voluntarily form a joint venture to participate in bidding for package thầu ____ of the procurement estimate ____.

2. The members agree on the name of the consortium for all transactions related to this bidding package as: ____ [*insert name of joint venture*].

3. Members commit that no member may voluntarily participate independently or in partnership with other contractors to participate in this bidding package. In case of winning the bid, neither member has the right to refuse to perform the responsibilities and obligations specified in the contract. In case a member of the partnership refuses to fulfill his/her own responsibilities as agreed, such member shall be handled as follows:

- *Compensation for damage to the parties in the joint venture;*
- *Compensation for damage to the investor according to the provisions stated in the contract;*
- *Other forms of handling ____ [specify other forms of handling].*

Article 2. Assign responsibilities

The members agreed to assign responsibilities for the implementation of the ____ bidding package of the ____ project/procurement estimate to each member as follows:

1. Members of the head of the partnership:

The parties agree to assign ____ [*joint venture member*] to be the head member of the joint venture, representing the joint venture in the following tasks:

- Sign the bid in the bid dossier.

[-Sign documents and documents for transactions with the Investor in the process of participating in bidding, documents explaining and clarifying the Bid or a written request for withdrawal of the Bid;

- *Securing bids for the whole consortium;*
- *Participate in the completion of the contract;*
- *Sign the petition in case the contractor makes a petition;*
- *Other jobs except the signing of ____ contracts [specify the contents of other jobs (if any)].*

2. The members of the consortium shall agree on the assignment of responsibilities to perform the work according to the table below:

STT	Names of members of the consortium	Job Description	Percentage of assumed value compared to total bid price
1	Name of the head of the joint venture <i>(Automatic extraction system)</i>	- ____ - ____	- ____% - ____%
2	2nd member's name	- ____ - ____	- ____% - ____%
....
Total		All work of the bidding package	100%

Article 3. Validity of the partnership agreement

1. The partnership agreement takes effect from the date of signing.
2. A partnership agreement shall be terminated in the following cases:
 - The parties fulfill their responsibilities and obligations and liquidate the contract;
 - The parties mutually agree to terminate;
 - The joint venture contractor does not win the bid;
 - Cancellation of bidding package ____ of the procurement estimate ____ according to the notice of the Investor

The joint venture agreement is made on the approval of all members.

LEGAL REPRESENTATIVE OF THE HEAD OF THE PARTNERSHIP

[Specify full name, position, signature and seal]

LEGAL REPRESENTATIVE OF THE JOINT VENTURE MEMBER

[Specify full name, position, signature and seal]

BID GUARANTEE⁽¹⁾*(applicable in case of independent contractor)*

Beneficiary (Guarantor): ___ *[insert the name and address of the Investor specified in Section 1.1 of the BDL]*

Date of issuance of guarantee: ___ *[insert date of issuance of guarantee]*

BID GUARANTEE No.: ___ *[insert abstract number of the bid guarantee]*

Guarantor: ___ *[insert name and address of the place of issue, if this information is not already shown in the header on the printed paper]*

We are informed that the Guaranteed Party là ___ *[insert name of contractor]* (hereinafter referred to as "the Contractor") will participate in the bid to implement package thầu ___ *[insert name of bidding package]* of the procurement estimate ___ *[insert name of procurement estimate]* according to the Invitation for Bids/TBMT số ___ *[insert abstract of the Invitation for Proposals/TBMT]*.

We undertake to the Beneficiary that we guarantee the contractor in a sum of là ___ *[specify the numerical, literal, and monetary value]*.

This guarantee is valid for trong ___⁽²⁾ days, from ngày ___ tháng ___ năm ___⁽³⁾.

At the request of the Contractor, we, as the Guarantor, undertake ⁽⁴⁾ to pay the Beneficiary an amount of là ___ *[clearly stating the value in numbers, words, and currency]* upon receipt of written notice from the Beneficiary of the Contractor's breach in the following cases:

1. After the bid closing time and during the validity period of the Bid Proposal, the contractor shall withdraw the Bid in writing or refuse to perform one or more of the tasks proposed in the Bid at the request of the Bid Proposal;

2. The contractor commits acts of violation specified in Article 16 of the Bidding Law or violates the law on bidding, leading to the cancellation of bids;

3. The contractor fails to take measures to secure the performance of the contract as prescribed in Article 68 of the Bidding Law;

4. The contractor fails to conduct or refuses to complete the contract or framework agreement within 20 days from the date of receipt of the notice of winning the bid from the investor, except for the case specified in Clause 4, Article 34 of Decree No. 214/2025/ND-CP or force majeure cases;

5. The contractor fails to sign or refuses to sign the contract or framework agreement within 20 days from the date of completion of the contract or framework agreement, except for force majeure cases.

In case the Contractor wins the bid, this guarantee shall expire immediately after the Contractor signs the contract and submits the contract performance guarantee to the

Beneficiary as agreed upon in such contract.

In case the Contractor does not win the bid, this guarantee will expire immediately after we receive a copy of the written notification of the result of contractor selection or 30 days from the expiration date of the validity period of the Bidding Proposal, whichever comes first.

Any claim under this guarantee must be submitted to our office before or on the last effective date of this guarantee. We commit to unconditionally and irrevocably pay to the Employer any amount within the limit of the above guarantee amount upon the Employer's claim.

Legal representative of the bank

[insert name, title, signature, and seal]

Notes:

(1) In case the bid guarantee violates one of the provisions such as: having a lower value, a shorter validity period than the requirements specified in Section 18.2 of the CDNT, not the correct name of the beneficiary, not the original, not having a valid signature, signed before the investor issues the Bid, or accompanied by conditions that are detrimental to the Investor, the bid guarantee shall be considered invalid.

(2) Write in accordance with the provisions on the effective time in Section 18.2 of the Land Regulations.

(3) Write the date of bid closing as prescribed in TBMT. The validity period of the bid guarantee is calculated from the date of bid closing to the last effective day of the bid guarantee (the time of expiration of the validity of the bid guarantee is on the last effective day of the bid guarantee and it is not necessary to reach the end of 24 hours of that day).

(4) In case the bid guarantee lacks one or several commitments in the above-mentioned commitments, it shall be considered as a condition detrimental to the Investor as prescribed in Section 18.3 of the CDNT and the letter of guarantee shall be considered invalid.

BID GUARANTEE⁽¹⁾*(applicable in case of joint venture contractor)*

Beneficiary (Guaranty Party): ___ *[insert the name and address of the Investor specified in Section 1.1 of the BDS]*

Date of issuance of guarantee: ___ *[insert date of issuance of guarantee]*

BID GUARANTEE No.: ___ *[insert abstract number of the bid guarantee]*

Guarantor: ___ *[insert name and address of the place of issue, if this information is not already shown in the header on the printed paper]*

We are informed that the Guaranteed Party là ___ *[insert name of contractor]⁽²⁾* (hereinafter referred to as the "Contractor") will participate in the bid to perform package thầu ___ *[insert name of package]* of the procurement estimate ___ *[insert name of procurement estimate]* according to the Invitation for Proposals/TBMT số ___ *[insert abstract of the Invitation for Proposals/TBMT]*.

We undertake to the Beneficiary that we guarantee the contractor to participate in the bidding of this package in an amount of ___ *[clearly stating the value in numbers, letters and currency]*.

This guarantee is valid for trong ___⁽³⁾ days, from ngày ___ tháng ___ năm ___⁽⁴⁾.

At the request of the Contractor, we, as the Guarantor, undertake ⁽⁵⁾ to pay the Beneficiary an amount of là ___ *[clearly stating the numerical, literal, and currency value]* upon receipt of written notice from the Beneficiary of the Contractor's breach in the following cases:

1. After the bid closing time and during the validity period of the Bid Proposal, the contractor shall withdraw the Bid in writing or refuse to perform one or more of the tasks proposed in the Bid at the request of the Bid Proposal;

2. The contractor commits acts of violation specified in Article 16 of the Bidding Law or violates the law on bidding, leading to the cancellation of bids;

3. The contractor fails to take measures to secure the performance of the contract as prescribed in Article 68 of the Bidding Law;

4. The contractor fails to conduct or refuses to complete the contract or framework agreement within 20 days from the date of receipt of the notice of winning the bid from the investor, except for the case specified in Clause 4, Article 34 of Decree No. 214/2025/ND-CP or force majeure cases;

5. The contractor fails to sign or refuses to sign the contract or framework agreement within 20 days from the date of completion of the contract or framework agreement, except for force majeure cases;

6. If any member of the *partnership* ___ *[full name of the joint venture contractor]* violates the provisions of law resulting in the non-refund of the bid security as prescribed in Section 18.5 of the Joint Venture Agreement, the bid security of all members of the joint

venture shall not be refunded.

In case the contractor wins the bid, this guarantee will expire immediately after the contractor signs the contract and submits the contract performance guarantee to the beneficiary as agreed in such contract.

In case the contractor does not win the bid, this guarantee will expire immediately after we receive a copy of the written notification of contractor selection results or 30 days from the expiration of the validity period of the Bid, whichever comes first.

Any claim under this guarantee must be submitted to our office before or on the last effective date of this guarantee. We commit to unconditionally and irrevocably pay to the Employer any amount within the limit of the above guarantee amount upon the Employer's claim.

Legal representative of the bank

[insert name, title, signature and seal]

Notes:

(1) In case the bid guarantee violates one of the provisions such as: having a lower value, a shorter validity period than the requirements specified in Section 18.2 of the Bidding Documents, not the correct name of the beneficiary, not the original, without a valid signature, signed before the Investor issues the Bidding Documents, or accompanied by conditions that are detrimental to the Investor, the bid guarantee shall be considered invalid.

(2) The contractor's name may be one of the following cases:

- The names of the whole consortium contractor, for example, the consortium contractor A + B participating in the bidding, the name of the contractor shall be inscribed as "Joint venture contractor A + B";

- The name of the member responsible for providing the bid guarantee for the whole consortium or for other members of the consortium, for example, the consortium contractor A + B + C participates in the bidding, in case the consortium agreement assigns contractor A to perform the bid guarantee for the whole consortium, the contractor's name is inscribed as "contractor A (on behalf of the joint venture contractor) list A + B + C)", in case in the joint venture agreement assigns contractor B to secure bids for contractors B and C, the contractor's name shall be inscribed as "Contractor B (on behalf of contractor B + C)";

- The name of the joint venture member who separately performs the bid guarantee;

- In case the joint venture agreement does not specifically assign the responsibility for performing the bid security of the members of the joint venture but the total value of the bid security of the joint venture members that has been implemented and attached to the bidding bid meets the requirements of the bidding document, it is still considered to meet the bid security value.

(3) Write in accordance with the provisions on the validity period in Section 18.2 of the BDS.

(4) Write the date of bid closing as prescribed in TBMT. The validity period of the bid guarantee is calculated from the date of bid closing to the last effective day of the bid guarantee (the time of expiration of the validity of the bid guarantee is on the last effective day of the bid guarantee and it is not necessary to reach the end of 24 hours of that day).

(5) In case the bid guarantee lacks one or several commitments in the above-mentioned commitments, it shall be considered as a condition that is detrimental to the Investor as prescribed in Section 18.3 of the CDNT and the letter of guarantee shall be considered invalid.

BID PRICE LIST

STT	Service Categories	Service Description	Bidding volume	Units of Calculation	Unit Price	Becoming money
(1)	(2)	(3)	(4)	(5)	(6)	(7)=(4)x(6)
1						
2						
...						
Total:						

POWER OF ATTORNEY

Today, ___ month ___ year ___, at ___

I am ___ [insert name, CCCD number or passport number, title of the contractor's legal representative], am the legal representative of ___ [insert contractor's name] with address at ___ [insert contractor's address], hereby authorize cho ___ [insert name, CCCD number or passport number, title of authorized person] to perform the following tasks in the course of participating in the bidding of the bidding package ___ [insert name of the bidding package] of the project/procurement estimate sãm ___ [insert name of the project/procurement estimate] organized by ___ [insert name of the investor]:

- Sign the bid in the bid dossier;
- Sign the Joint Venture Agreement (if any);
- Sign documents and documents exchanged with the investor in the bidding process, including a written request for clarification of the bidding dossier as well as a document clarifying the bid dossier, or replacement, amendment, technical proposal and financial proposal;
- Participate in negotiating and finalizing contracts;
- Sign the petition in case the Contractor so requests;
- Sign a contract with the Investor if selected to win the bid.

The above-mentioned authorized person shall only perform the works within the scope of authorization as the legal representative of ___ [insert name of contractor]. ___ [insert name of legal representative of the contractor] shall be fully responsible for the work performed by ___ [insert name of authorized person] within the scope of authorization.

The power of attorney is valid from ___ to ___⁽³⁾. This power of attorney shall be made in ___ copies of the same legal validity, the authorized person shall keep ___ copies, the authorized person shall keep ___ copies, and the investor shall giũ ___ bản.

Authorized Person

[insert name, title, signature and stamped (if any)]

Delegator

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

Notes:

(1) The Contractor must submit the original Power of Attorney enclosed with the bid dossier to the Investor as prescribed in Section 19.3. The authorization of the

contractor's lawful representative to the deputy director, subordinate, branch director, head of the contractor's representative office to perform one or several of the above-mentioned work contents on behalf of the legal representative is allowed. The seal used (if any) in the case of authorization may be the seal of the contractor or the seal of the organization where the authorized individual is working. The authorized person **may not continue to re-authorize** another person.

(2) The scope of authorization may include one or more of the tasks listed above.

(3) Clearly state the start and expiration dates of the Power of Attorney in accordance with the bidding process.

KEY PERSONNEL PROPOSAL TABLE

The contractor must declare the key personnel as prescribed in Section 2.2, Chapter III and must prove the readiness to mobilize these key personnel to participate in the implementation of the bidding package. Key personnel may be on the contractor's payroll or mobilized by the contractor.

In case the key personnel declared by the contractor in the bidding dossier do not meet the requirements or fail to prove the ability to mobilize personnel (including the case where the key personnel who have been mobilized for other contracts have working hours that coincide with the time of implementation of this bidding package), The investor allows the contractor to supplement and replace. Contractors are only allowed to supplement and replace each key personnel position once within an appropriate time limit but not less than 03 working days. In case the contractor does not have replacement personnel to meet the requirements of the bidding documents, the contractor shall be disqualified. In case the contractor deliberately declares untruthful key personnel in the bidding application in order to falsify the contractor selection results, the contractor is not allowed to replace other personnel, the bidding bid of the contractor is disqualified and the contractor will be considered fraudulent according to the provisions of Point b, Clause 4, Article 16 of the Bidding Law and will be handled according to the provisions of Clause 1 Article 133 of Decree No. 214/2025/ND-CP.

In case the contractor participates in many bidding packages in the same period and the contractor's personnel propose for these bidding packages are the same, the contractor's Bid shall still be considered and evaluated. However, if the contractor is ranked first in many bidding packages and the time for mobilizing personnel to implement these bidding packages is duplicated, it does not ensure that sufficient personnel can be mobilized according to the schedule, the requirements of the bidding package are that the contractor may choose one of the bidding packages in which the contractor ranks first.

STT	Full Name	Job Position
1	<i>[The contractor selects key personnel from its database on the System]</i>	<i>[specify the job position undertaken in the bidding package]</i>
2		
...		

PROFESSIONAL CURRICULUM VITAE OF KEY PERSONNEL

Stt	Personnel Information						Current job				
	Name	Citizen ID/Passport	Location	Date of birth	Certificates/Qualifications	Employer's Name	Employer's address	Title	Number of years of employment for the current employer	Contact person (department manager/HR officer)	Phone/Fax/Email
1	[insert key personnel name 1]										
2	[insert key personnel name 2]										
...											
n	[insert name of key personnel n]										

PROFESSIONAL EXPERIENCE BOARD⁽¹⁾

STT	Key personnel names	From date	To date	Company/Project/Position/Contract/Relevant Professional and Management Experience
1	[insert key personnel name 1]
2				
...	...			

Notes:

(1) List in chronological order of the expert's work process, no need to list the jobs that have been done that are inappropriate or unrelated to the job being requested.

SIMILAR CONTRACTS PERFORMED BY CONTRACTORS ⁽¹⁾Contractor name: _____ *[insert full name of contractor]*.

Information about each contract, each contract needs to ensure the following information:

Contract name and number	<i>[insert full name of contract, symbol number]</i>		
Contract signing date	<i>[insert date, month, year]</i>		
Completion Date	<i>[insert date, month, year]</i>		
Contract Price ⁽³⁾	<i>[write the total contract price according to the amount and currency signed]</i>		Equivalent to ____ VND
In case of being a member of a joint venture, a summary of the part of work undertaken in the joint venture and the value of the contract part undertaken by the contractor shall be inscribed	<i>[Record summary of the work undertaken in the joint venture]</i>	<i>[insert the percentage of the value of the contract portion undertaken in the total contract price; the amount and currency signed]</i>	Equivalent to ____ VND
Project name/procurement estimate:	<i>[insert full name of the project/procurement estimate with the contract being declared]</i>		
Name of Investor:	<i>[insert full name of the Investor in the contract being declared]</i>		
Address: Phone/Fax: E-mail:	<i>[insert full current address of the Investor]</i> <i>[insert phone number, fax number including country code, area code]</i> <i>[insert e-mail address]</i>		
Description of similar properties as prescribed in Section 2.1 Chapter III⁽²⁾			
1. Type of service	<i>[insert appropriate information]</i>		
2. Regarding the value of the contract performed ⁽³⁾	<i>[write the value of the actual contract performed based on the value of the acceptance and liquidation of the contract]</i>		

3. Scale of implementation	<i>[record contract size]</i>
4. Other characteristics	<i>[insert other characteristics if necessary]</i>

Notes:

The contractor carefully studies the bidding documents and proposes similar contracts to ensure that the requirements of the bidding documents are met.

(1) In case of a partnership, each member of the partnership shall declare according to this Form. In case the contractor has many similar contracts, each contract shall be declared according to this Form.

(2) The contractor shall only declare the same contents as the requirements of the bidding package.

(3) In case the contract value is not calculated in VND, it shall be converted into VND at the exchange rate as prescribed in Section 2.1 of Chapter III as a basis for evaluation.

**NON-CONSULTANCY CONTRACTS ARE NOT COMPLETED DUE
TO THE CONTRACTOR'S FAULT IN THE PAST⁽¹⁾**

Contractor name: _____

Date: _____ *Name*

of member of the joint venture contractor (if any): _____

Non-consultancy service contracts that are not completed due to the contractor's fault in the past as prescribed in Clause 2.1, Section 2, Chapter III

- Do not have or have 01 contract (providing non-consulting services) not completed due to the contractor's fault since January 1, năm__ [*insert year*] according to the provisions of evaluation criteria 1 in the table of criteria for assessment of capacity and experience in Section 2.1, Chapter III.
- Having 02 or more contracts (providing non-consulting services) not completed due to the contractor's fault from January 1 năm__ [*insert year*] according to the provisions of evaluation criteria 1 in the table of criteria for assessment of capacity and experience in Section 2.1, Chapter III.

Year	The part of the contract that is not completed	Contract Description	Total contract value (value, currency, exchange rate, equivalent value in VND)
		Contract Description: _____ Investor's name: _____ Address: _____ Reasons for non-completion of the contract: _____	

Notes:

(1) The contractor must accurately and truthfully declare non-consultancy service supply contracts that are not completed due to the contractor's fault in the past. In case the investor or expert group detects that the contractor has an incomplete contract for the provision of non-consultancy services due to the contractor's fault in the past but fails to declare it, the contractor is considered to have committed fraudulent acts and the contractor's bid will be disqualified. In case of a joint venture contractor, each member of the joint venture contractor must make a declaration according to this form.

CONTRACTOR'S FINANCIAL SITUATION ⁽¹⁾

Contractor name: _____

Date: _____ *Name*

of member of the joint venture contractor (if any): _____

The contractor's fiscal year is from ___ month ___ to ___ month ___ <i>(the contractor fills in this content)</i>			
Financial data for the latest years as required by HSMT <i>(Automatic extraction system on the basis of the contractor's fiscal year)</i>			
	Year 1:	Year 2:	Year 3:
Total assets			
Total debt			
Net Worth			
Annual revenue (excluding VAT)			
Average annual revenue (excluding VAT)⁽²⁾	<i>(Automatic calculation system)</i>		
Profit before tax			
Profit after tax			

Notes:

(1) In case of a joint venture contractor, each member of the joint venture must declare according to this Form.

(2) To determine the average annual revenue (excluding VAT), the contractor divides the total revenue of the years (excluding VAT) by the number of years based on the information provided.

Annual revenue is calculated as the total revenue in that year's financial statements (excluding VAT).

Average annual revenue (excluding VAT) = total revenue per year (excluding VAT) as required by the bidding documents/number of years.

In case the newly established contractor does not have enough years as required by the HSMT, the average annual turnover (excluding VAT) shall be calculated on the basis of the number of years for which the contractor has financial data.

Annual revenue (excluding VAT) is extracted from the contractor's qualification profile. In case the contractor finds that the annual turnover (excluding VAT) in the contractor's capacity dossier has not been updated by the system from the electronic tax system and the National Enterprise Registration Information System, the contractor shall update the information on the annual turnover (excluding VAT) in the capacity dossier to participate in the bidding ensure consistency with the contractor's data declared on the e-Tax System at the time of bid closing. In this case, the contractor must prepare documents to compare the information declared by the contractor in the process of document comparison as follows:

Copies of the financial statements (balance sheets including all relevant notes, and statements of business results) for the years as mentioned above, subject to the following conditions:

1. Reflecting the financial situation of the contractor or joint venture member (if it is a joint venture contractor) but not the financial situation of an associated entity such as a parent company associated with a subsidiary or a company associated with a contractor or a joint venture member.

2. Financial statements must be complete and full as prescribed.

3. Financial statements must correspond to completed accounting periods, enclosed with certified copies of one of the following documents:

- Record of tax finalization inspection;
- A tax self-finalization declaration (value-added tax and corporate income tax) certified by the tax authority at the time of submission of the declaration;
- Documents proving that the contractor has declared the electronic tax finalization;
- A written certification of the tax administration agency (certification of the amount paid for the whole year) on the fulfillment of the tax payment obligation;
- Audit report (if any);
- Other documents.

The above documents must be consistent with the data declared by the contractor on the e-Tax System at the time of bid closing.

SCOPE OF WORK USING SUBCONTRACTORS⁽¹⁾

STT	Subcontractor Name ⁽²⁾	Scope of Work ⁽³⁾	Workload ⁽⁴⁾	Estimated % Value ⁽⁵⁾	Contract or written agreement with subcontractor ⁽⁶⁾
1					
2					
3					
4					
...					

Notes:

(1) In case the Bidding Documents have regulations on the use of subcontractors, the contractor shall declare according to this Form. For bidding packages of projects in the field of science, technology, innovation and digital transformation organized by domestic bidding, domestic contractors may use subcontractors who are foreign contractors for specific work that domestic contractors have not yet performed or need to transfer technology.

(2) The contractor specifies the name of the subcontractor. In case the identity of the subcontractor has not been specifically determined when participating in the bidding, it is not required to declare in this column but only in the column "Scope of work". If the contractor wins the bid, when mobilizing the subcontractor to perform the declared work, it must be approved by the investor.

(3) The contractor specifies the name of the work item for the subcontractor.

(4) The contractor specifies the workload reserved for the subcontractor.

(5) The contractor shall specify the value of % of the work undertaken by the subcontractor compared to the bid price.

(6) The contractor shall specify the contract number or written agreement and attach a scanned copy of these documents in the Bidding Document; in case the name of the subcontractor has not yet been determined, this column shall be left blank.

**LIST OF SUBSIDIARIES AND MEMBER COMPANIES
UNDERTAKING THE WORK OF THE BIDDING PACKAGE⁽¹⁾**

STT	Name of subsidiary, member company ⁽²⁾	Contracting Tasks ⁽³⁾	Value % compared to bid price ⁽⁴⁾	Notes
1				
2				
...				

Notes:

(1) In case the contractor participating in the bidding is a parent company (e.g. a corporation) that mobilizes a subsidiary or member company to perform part of the work of the bidding package, it must be specifically declared in this Form. The evaluation of the contractor's experience is based on the value and volume undertaken by the parent company, subsidiaries and member companies in the bidding package. In case the contractor participating in the bidding is not the parent company, this form shall not be applied.

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

(3) Specify the part of the work undertaken by the subsidiary or member company.

(4) Specify the value of % of the work undertaken by the subsidiary or member company compared to the bid price.

IMPLEMENTATION PROGRESS TABLE

STT	Service Categories	Service Description	Bidding volume	Units of Calculation	Location of the service	Date of completion of service	Date of completion of the service proposed by the contractor
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Notes:

- Columns from (1) to (7): According to package information
- Column (8): Filling contractor

DECLARATION OF SERVICES ELIGIBLE FOR INCENTIVES

Contractors are only entitled to incentives for the contents declared by contractors according to the table below. In case the contractor fails to check, he or she shall not be entitled to incentives for this content.

Content	Have	Not
Contractors are innovative start-ups ⁽¹⁾	<input type="checkbox"/>	<input type="checkbox"/>
Service is an innovative product of an innovative start-up enterprise specified in Clause 4, Article 6 of Decree No. 214/2025/ND-CP for which the product is first produced and eligible to be put on the market in the last 6 years ⁽²⁾	<input type="checkbox"/>	<input type="checkbox"/>

Notes:

(1), (2): The contractor ticks the corresponding box. In case the contractor ticks "Yes" content (1), the contractor is allowed to select content (2).

In case the contractor checks "Yes", the contractor must attach supporting documents in the Bidding Documents.

Part 2. TECHNICAL REQUIREMENTS

Chapter V. TECHNICAL REQUIREMENTS

1. General introduction of procurement projects/estimates and bidding packages:

- Package name: Provision of maintenance services for the “University Management System” software system (also called Student Lifecycle Management (SLCM)) of the Vietnamese–German University.
- Investor: Vietnamese-German University.
- Location: Ring Road 4, Quarter 4, Thoi Hoa Ward, Ho Chi Minh City, Vietnam
- Package implementation time: **30 months**
- Bidding form: International open bidding.
- Contract form: Package contract.
- Sources of capital: Revenues from non-business activities.

2. Job objectives:

Maintain the "University Management System" software system of VGU with the current features of the software and integrate related functions with other software (FMIS SAP B1, HRMIS iHRP, DMS) in the Integrated Campus Management System of VGU (hereinafter referred to as the system).

3. Technical requirements of the bidding package:

3.1. Routine maintenance tasks:

- a. Periodically review and evaluate to detect and ensure the system runs stably:
 - Take precautions to minimize the possibility of errors, overcome application risks that affect the stability of the software including periodic checks, system optimization, software upgrades to newer versions (if any), updates and upgrades of critical scripts or tools (if any), security patches.
 - Ensure that all program source code, executable code, system installers, and data are properly maintained and backed up.
 - All maintenance and backup tasks will be carried out in silent mode without affecting the work of VGU or are planned to be carried out outside the office hours of the VGU.
 - Coordinate with the investor to check and update patches, patches for information security vulnerabilities for database management systems, web servers (Webserver), etc. and the components that make up the software system.
- b. Reporting requirements:
 - Monthly make a report on the status of handling errors and problems that occur with the system.
 - Quarterly make a system application performance report and submit an optimal solution proposal, including security warnings for the application and database (if any).
 - Detailed report on the faults that have been fixed and the maintenance measures

taken.

3.2. *Unexpected technical support jobs (not fixed during the support process)*

a. Provide user's manual, instructions and remediation of errors caused in the process of implementing the system for functions and features under the Contract.

- Handle errors and complaints arising from users in the process of implementing the system for the functions and features of the System (including errors arising related to the integration and exchange of data between the University Management System and 3rd parties when coordination is necessary). Error handling includes but is not limited to: functional errors, performance errors, interface errors, data errors. Based on historical error and incident data, the contractor is required to commit to handling errors within the scope of a maximum of 600 incidents, and requires support within a contract year. Depending on the scale and complexity of the fault and incident, fault handling will be carried out to ensure the stability and performance of the system.

- Guide users on the system's functions and features under the Contract

- Update technical documentation and user manuals due to bugs and improved features.

b. In case of system interruption:

- When there is an incident that causes system interruption, or a problem related to hardware or transmission lines that requires support from a software contractor, this contractor needs to cooperate, support, review, evaluate and agree with the investor on the scope of error correction to serve as a basis for overcoming system errors to overcome problems.

- Coordinate with the technical staff of the VGU to fix problems with servers, applications, and databases when unexpected problems arise (if any).

o Technical support for hardware infrastructure within the permitted scope (in case of problems)

o Support technical inspection in the software system when there is a change in infrastructure equipment and hardware (in case of problems arising)

o Support in case of an error and want to restore the software system at the time of backup data. In the event that the incident is identified as a disaster¹, require the maintenance contractor to commit to providing disaster recovery services once in a contract year, in coordination with the parties involved.

o Detailed report on the errors and issues that have been fixed and the technical support measures taken.

- Support the configuration and declaration of data information of the user unit when new additions arise.

3.3. *Time requirements for maintenance and technical support:*

¹ A "disaster" can be a particularly serious incident that causes the application system to stop working completely, or completely lose data, making it impossible for staff, students, and candidates of the University to access and use it.

The technical support team must handle system features, including but not limited to standard software, applications, data warehouses, system server configurations, and add-ons. The level of technical support is as follows:

- a. Ability to contact the Technical Assistance Center (TAC) unlimitedly, 24 hours a day, 7 days a week; the ability to update the software on computers or equivalent devices unlimitedly, 24 hours a day, 7 days a week.
- b. Response within 6 hours after receiving the official notification of errors, problems in the operation of the "University Management System" software system and related integrations during the maintenance period. The Contractor will determine the response time for the types of problems and how the hierarchy handles the problem according to the Contractor's organizational process;
- c. In case of a serious error that causes the system to temporarily suspend operation, making it impossible for staff, students, and candidates of the VGU to access and use it, the maximum time to resolve it is 24 hours from the time the University reports the error.
- d. For average errors (causing one or more functions in the system to stop working): The maximum time to resolve is 48 hours from the time the VGU reports the error. Remediation must be carried out continuously, including outside of business hours, weekends, and holidays.
- e. For minor errors (which do not affect the ability to access and use the system): The maximum time to resolve is 72 hours from the time the VGU reports the error. The remedy will be carried out during the office hours of the VGU.
- f. Temporary remedies for all types of faults: During business hours, the contractor must install and implement temporary remedies within 6 hours of receiving the fault report. Outside of working hours, weekends and holidays, the time for this is 12 hours.
- g. The contractor will provide a "Hotline and Support Area"; Permitted means include: submitting tickets to the contractor's fault and incident management system, email, telephone (direct call or voice message), internet, local office, support from the contractor's office or regional office. Contractor hotline support operates from Monday to Friday 08.00 - 17.00 Hanoi time (UTC +7) with the option of "on-demand" after-hours support;
- h. The maximum allowable system disconnect time is 30 minutes during the process of troubleshooting and system errors.

3.4. Information security requirements:

- a. Ensure that all program source code and execution code are clean, safe, free of security vulnerabilities and malicious code on the system of the VGU, ensure information and data security, and prevent unauthorized access.
- b. Ensure the confidentiality of the system's information during the service provision. Not to commit acts of leaking information of the system, the Contractor must commit not to disclose information of the system without the permission of the investor.

** Bidders are encouraged to conduct an on-site survey at the Vietnamese–German University, Ring Road 4, Quarter 4, Thoi Hoa Ward, Ho Chi Minh City (contact Ms. Doan Ngoc Tin at +84 908 55 7890.*

4. Solutions and methodologies:

The contractor shall prepare to propose general solutions and methodologies for service performance according to the contents specified in this Chapter, including the following parts:

1. Solutions and methodologies;
2. Work plan.

5. Regulations on inspection and acceptance of products:

The VGU will only accept the final handover when the contractor has fully met all the requirements of the E-Bidding Document (E-HSMT) and has provided a detailed report on the results of the maintenance service implementation in accordance with the regulations.

Part 3. CONTRACT CONDITIONS AND CONTRACT FORMS

Chapter VI. GENERAL CONDITIONS OF THE CONTRACT

The contract conditions include the GCC, the GCC of the Contract and the Contract Addendum (if any) showing the rights and obligations of the parties.

The C&C of the Contract is applicable to all contracts of different bidding packages. It may only be used without modification of the provisions of this Chapter. The GCC specifies the contents corresponding to the GCC when applied to each bidding package in order to supplement the necessary information to complete the contract, ensuring the feasibility for the signing and performance of the contract.

Investors may apply package contracts or fixed-price contracts, adjusted unit price contracts, output-based contracts, percentage-based contracts, and time-based contracts. For contracts based on outputs, the Investor shall consider applying the payment deduction clause based on the quality of the output of the service. Accordingly, depending on the quality of the output, the contractor will be paid at different values. If the contractor complies with the requirements of the Bidding Documents, the contractor will be paid 100% of the contract value. If the contractor fails to ensure the service quality as proposed, the contractor shall only be paid in proportion to the completed quality.

In order to apply the clause on payment deduction, the Investor needs to develop an appendix to the Contract, which clearly states the requirements for output quality; acceptable level of quality; measures to inspect, evaluate and determine the level of satisfaction of the quality of services provided by the contractor (for example, taking samples for analysis); the level of payment deduction according to the payment period.

Only items that can be inspected, evaluated and determined for quality should be included in the list of payment deductions to serve as a basis for payment between the two parties, avoiding disputes in the process of contract payment.

In case the Employer has financial resources to incentivize the contractor when the contractor completes the provision of services with excellent quality, the clause on "increase in payment value" may be added on the same principle as for the clause on payment deduction in the Business Registration Agreement and the Business Registration Agreement.

For time-based contracts, it can be applied in an emergency; repair and maintenance of works, machinery and equipment. For contracts based on percentages, they can only be applied to work insurance bidding packages whose contract value is accurately determined on the basis of the actual value of works that are accepted.

<p>1. Definitions</p>	<p>In this contract, the following terms shall be construed as follows:</p> <p>1.1. "Force majeure" means events or situations that are beyond the control of the parties and cannot be foreseen, cannot be avoided and are not caused by the negligence or lack of attention of the parties. Force majeure events may include but are not limited to war, riots, strikes, fires, floods, epidemics, quarantine and embargoes;</p> <p>1.2. "Party" means the Investor or the Contractor, as the case may be.</p> <p>1.3. "Investor" means an organization specified in the GCC;</p> <p>1.4. "Non-consultancy services" means one or several service activities including: logistics, insurance, advertising, commissioning, satellite photography; printing; cleaning; communication; repair, maintenance, maintenance and other service activities other than consultancy services specified in Clause 4, Article 4 of the Bidding Law;</p> <p>1.5. "Service Provider" means the location specified in the GCC;</p> <p>1.6. "Contract price" means the value inscribed in the contract between the investor and the contractor, which is the total amount of money inscribed in the contract for the provision of services. The contract price includes all costs of taxes, fees and charges (if any);</p> <p>1.7. "Completion" means the completion of the work contents by the Contractor in accordance with the terms and conditions specified in the Contract;</p> <p>1.8. "Contract" means an agreement between the Investor and the Contractor, expressed in writing, signed by the two parties, including appendices and enclosed documents;</p> <p>1.9. "Year" means a calendar year;</p> <p>1.10. "Day" means a calendar day;</p> <p>1.11. "Contractor" means the winning contractor (which may be an independent contractor or a partnership) and specified in the GCC;</p> <p>1.12. "Subcontractor" means an organization or individual that signs a contract with a contractor to participate in the performance of non-consultancy work;</p> <p>1.13. "Contract Documents" means the documents listed in the Contract, including any amendments and supplements to the Contract;</p> <p>1.14. "Month" means the calendar month;</p> <p>1.15. "Contract performance period" is counted from the effective date of the contract until the parties have fulfilled their obligations under the signed contract.</p>
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<p>2. Contract dossiers and order of priority</p>	<p>2.1. All documents referred to in Section 2.2 of the T&C (including parts thereof) shall constitute the Contract to form a unity, reciprocity, complementarity and mutual interpretation.</p> <p>2.2. The documents constituting the contract are arranged in the following order of priority:</p> <ul style="list-style-type: none"> a) The contract document, enclosed with the contract appendices; b) The GCC of the contract is filled in with all contents and includes the contents of correction, supplementation and clarification in the process of selecting the contractor and finalizing the contract (if any); c) A record of completion of the contract; d) The Contract Agreement; dd) The decision approving the contractor selection result; e) Bidding Documents and documents clarifying the Bidding Documents of the Contractor (if any); g) Bidding Documents and documents amending and clarifying the Bidding Documents (if any); h) Other documents specified in the GCC. <p>2.3. Contract documents are part of the contract dossier specified in Article 65 of the Bidding Law and are digitally signed by the parties to form an e-contract, including:</p> <ul style="list-style-type: none"> a) The written contract; b) The specific conditions of the contract are filled in in full and include the contents of correction, supplementation and clarification during the contractor selection process; c) The contract appendix includes a detailed list of the scope of work, price schedule and implementation schedule (if any); d) Other documents (if any).
<p>3. Law and language</p>	<p>3.1. The law governing contracts is the law of Vietnam;</p> <p>3.2. The language of the contract is Vietnamese.</p>
<p>4. Notices</p>	<p>4.1. Any notice sent by one party to the other party in relation to the contract must be made in writing, at the address specified in these Conditions. The term "written" means the form of communicating information in written form and with evidence of receipt of information.</p> <p>4.2. A notice by one party shall be deemed to be effective from the date of receipt by the other party or by the effective date stated in the notice, whichever is later.</p>
<p>5. Contract performance assurance</p>	<p>5.1. The contract performance guarantee must be submitted to the Investor no later than the date specified in the Letter of Approval of the Bid and the awarding of the contract. Contract performance security shall be made in one or more of the following forms:</p>

	<p>a) Submit a letter of guarantee from a domestic credit institution or foreign bank branch established under Vietnamese law;</p> <p>b) Submit the insurance guarantee certificate of the domestic non-life insurance enterprise or branch of the foreign non-life insurance enterprise established under the laws of Vietnam.</p> <p>The contract performance security specified at Points a and b of this Section is an unconditional guarantee (payment upon request), according to the form specified in Chapter VIII or another form approved by the Investor.</p> <p>5.2. To ensure the performance of valid and effective contracts specified in the GCC.</p> <p>5.3. The contract performance security shall be paid to the Employer to compensate for any losses incurred as a result of the Contractor's failure to fulfill the contractual obligations.</p> <p>5.4. The time limit for repayment of contract performance security shall comply with the provisions of the GCC.</p>
<p>6. Signing of subcontracting contracts</p>	<p>6.1. Contractors may sign contracts with subcontractors on the list of subcontractors specified in the GCC to perform part of the work stated in the Bidding Documents. The use of subcontractors shall not alter the obligations of the Contractor. The contractor shall be responsible to the investor for the volume, quality, progress and other obligations for the part of work performed by the subcontractor. The replacement or supplementation of subcontractors in the list of subcontractors stated in the Bidding Dossier or changes in the subcontracting contents stated in the Bidding Documents shall only be carried out when approved by the Investor or supervision consultant and must not exceed the maximum value of work for the subcontractor stated in the contract; The use of subcontractors must be suitable to the needs of contractors in the performance of contracts, subcontractors must meet the capacity and experience at the request of contractors.</p> <p>6.2. The value of the work performed by the subcontractors specified in Section 6.1 of the GCC must not exceed the percentage of the contract price specified in the GCC.</p> <p>6.3. The Contractor shall have to pay the subcontractor in full and on time according to the terms agreed upon between the Contractor and the subcontractor. Contractors are not allowed to use subcontractors for jobs other than the work of declaring the use of subcontractors stated in the Bidding Documents.</p> <p>6.4. Other requirements for subcontractors specified in the GCC.</p>
<p>7. Scope of Supply</p>	<p>Non-consultancy services shall be provided in accordance with the provisions of Chapter IV attached to the Addendum and are an</p>

	integral part of this contract, including the types of services that the Contractor must provide and the unit prices of such services.
8. Progress of non-consultancy service provision	The schedule of provision of non-consultancy services and the estimated time for completion must comply with the provisions of Form No. 13, Chapter IV.
9. Responsibilities of the Contractor	The Contractor must provide non-consultancy services within the scope of provision specified in Section 7 of the GCC and according to the schedule of provision of non-consultancy services and the completion schedule specified in Section 8 of the GCC.
10. Contract type and contract price	10.1. Types of contracts as prescribed in the GCC . 10.2. The contract price inscribed in the GCC is the total cost for completing the provision of non-consultancy services of the bidding package stated in the contract price list on the basis of ensuring progress and quality in accordance with the requirements of the bidding package.
11. Tax adjustment	The tax adjustment shall comply with the provisions of the GCC .
12. Advance	12.1. The Investor shall grant the Contractor an advance amount as prescribed in the GCC , after the Contractor submits the Advance Guarantee equivalent to the advance amount. The advance guarantee must be issued by a domestic credit institution or foreign bank branch established under Vietnamese law and valid until the advance amount is fully repaid; The value of the advance guarantee will be gradually reduced according to the amount of advance refunded by the Contractor. No interest is charged on the advance. 12.2. The Contractor may only use the advance money for the performance of the Contract. The contractor must prove that the advance money has been used for the right purpose and to the right object by submitting copies of invoices, vouchers or relevant documents to the investor.
13. Payment	13.1. The Contractor's request for payment must be sent to the Employer in writing, enclosed with an invoice describing the services performed upon the fulfillment of all other obligations specified in the contract. The payment shall be made in accordance with the provisions of the GCC . In case the Investor pays late, the Contractor will be paid interest on the late payment amount on the next payment. The late payment interest rate is calculated from the date on which it should have been paid until the actual payment date, and the applicable interest rate is the current interest rate for commercial loans in VND or USD.

	<p>13.2. The deduction of payment on the basis of service quality shall comply with the provisions of the GCC.</p> <p>13.3. Payment currency is: VND or USD.</p>
<p>14. Use of documents and information related to the contract</p>	<p>14.1. The Employer and the Contractor shall keep confidential any documents, data or other information relating to the contract provided by one party directly or indirectly to the other, and shall not disclose such documents, data or information to third parties without the written consent of the other party whether the documents, Such data or information is provided before, during, or after the completion or termination of the contract. The contractor may transfer to the subcontractor appropriate documents, data and information provided by the investor for the subcontractor to perform its work under the contract; in this case, the subcontractor must make a commitment to the contractor to keep such documents, data or information confidential.</p> <p>14.2. The Employer shall not use the documents, data and other information received from the Contractor for any other purpose unrelated to the Contract. The Contractor shall not use the documents, data and other information received from the Employer for any purpose other than related to the performance of the contract.</p> <p>14.3. The obligations of the Investor and the Contractor specified in Section 14.1 of the Business Conditions and Section 14.2 of the Business Conditions shall not apply to the following information:</p> <ul style="list-style-type: none"> a) Information that the Investor or Contractor needs to provide to the competent authority; b) The information has been or will be published through no fault of the Investor or the Contractor; c) The information is in the possession of one party at the time of publication and was not previously provided directly or indirectly by the other party; d) Information that a party lawfully receives from a third party that is not obliged to keep the information confidential. <p>14.4. The provisions of Section 14 of the TOS do not alter any confidentiality commitments made by a party prior to the date of the contract in relation to the provision of services.</p> <p>14.5. The provisions of Section 14 of the T&C shall survive the completion or termination of the contract for any reason.</p>
<p>15. Fines and compensation for damages</p>	<p>Penalties for breach of contract and compensation for damages as prescribed in the GCC.</p>
<p>16. Force Majeure</p>	<p>16.1. The contractor shall not be confiscated from the contract performance guarantee, shall not be liable for compensation for damages or shall be fined or terminated if it falls into force majeure events that hinder the performance of the contract or is</p>

	<p>unable to perform its contractual obligations.</p> <p>16.2. In the event of a force majeure event, the failure of a party to perform any of its obligations shall not be deemed to be a breach or breach of the Agreement, provided that the party affected by the event: (a) has taken reasonable precautions, exercise caution and such remedies as may be necessary, all for the purpose of giving effect to the terms and conditions of this Agreement, and (b) shall continue to perform its obligations within the scope of the Contract for as long as such performance is reasonable and practicable.</p> <p>16.3. In this contract, force majeure is understood as events that are beyond the control of the parties and cannot be foreseen, cannot be avoided and make the performance of the contract impossible and is not caused by negligence or negligence of the parties. Force majeure events may include but are not limited to war, riots, strikes, fires, floods, epidemics, quarantine or State policies and regulations.</p> <p>16.4. In the event of a force majeure event, the party affected by the force majeure event must promptly notify the other party in writing of such event and the cause of the event within 14 days from the date of occurrence of the force majeure event. At the same time, transfer to the other party a certificate of such force majeure event issued by a competent organization at the place where the force majeure event occurred.</p> <p>The contractor affected by the force majeure event must continue to perform its contractual obligations according to the actual circumstances and must find all reasonable measures to limit the consequences of the force majeure event.</p> <p>16.5. The time limit for which a party must complete a work under this Contract shall be extended for a period equal to the time during which the party is unable to perform the work caused by a force majeure event.</p>
<p>17. Modification of the contract</p>	<p>17.1 Amendments to the contract may be made in the following cases:</p> <ul style="list-style-type: none"> a) Supplementing necessary work items outside the scope of work specified in the contract; b) Changing the contract performance time; c) Other contents specified in the GCC. <p>17.2. The Investor and the Contractor shall conduct negotiations to serve as a basis for signing the contract amendment document in case of contract amendment.</p> <p>17.3. During the performance of the contract, the Contractor may propose cost-saving solutions including at least the following contents:</p>

	<p>a) Contents of the solution, explanation of differences from the requirements under the signed contract.</p> <p>b) A comprehensive analysis of the costs and benefits of the solution including a description and estimate of the costs (including life cycle costs, if any) that may be incurred for the Investor.</p> <p>c) Impact of the solution on the efficiency of contract performance.</p> <p>17.4. The Employer may approve the Contractor's proposal if it proves one of the following benefits:</p> <p>a) Shortening the service duration;</p> <p>b) Reducing the contract price or life-cycle costs for the Investor;</p> <p>c) Improve the quality, efficiency, safety or sustainability of services;</p> <p>d) Any other benefits to the Investor.</p> <p>In case the Contractor's proposal is approved by the Investor and the contract price is reduced, the Investor shall pay the Contractor at the rate specified in the GCC for the contract price reduction value.</p> <p>In case the Contractor's proposal is approved by the Investor and increases the contract price but reduces the life-cycle cost due to the impact of the factors specified at Points a, b, c and d of this Section, the Investor shall pay the Contractor the increase in the contract price.</p>
<p>18. Adjustment of contract performance schedule</p>	<p>In the course of performance of the contract, the parties may adjust the timelines for the completion of the specific contents specified in the contract in the following cases:</p> <p>a) In case of force majeure or arising unfavorable conditions, obstructing the contractor in the performance of the contract and not related to the breach or negligence of the contracting parties;</p> <p>b) Changing or adjusting the project, scope of work, scope of supply, design, main construction solutions, supply measures due to objective requirements, affecting the contract schedule;</p> <p>c) One or more parties propose initiatives or improvements in contract performance that need to change the schedule for the purpose of bringing higher benefits to the investor;</p> <p>d) The handover of the site is not in accordance with the agreement in the contract, the contract is suspended due to the fault of the investor, affecting the contract schedule but not due to the contractor's fault;</p> <p>dd) Temporarily suspend the performance of work at the request of a competent state agency without any fault of the investor or contractor;</p> <p>e) Other cases specified in the Registration Regulations.</p>

	<p>When adjusting the completion timelines without exceeding the contract performance time, the investor and the contractor shall reach an agreement and agree on the adjustment; in case of excess, the investor and the contractor may only agree on the adjustment after obtaining permission from the competent person.</p>
<p>19. Termination</p>	<p>19.1. Termination of Contract due to Misconduct</p> <p>a) The Employer may terminate part or the whole of the contract without prejudice to other remedial measures for breach of contract by notifying the Contractor in writing of the breach in the contract in the following cases:</p> <p>(i) The Contractor fails to perform part or all of the work under the contract within the time limit stated in the contract or within the period extended by the Employer;</p> <p>(ii) the Contractor fails to perform any other obligations under the contract;</p> <p>(iii) The Contractor becomes insolvent or insolvent;</p> <p>(iv) There is evidence that the Contractor has violated one of the prohibited acts specified in Article 16 of the Bidding Law during the bidding process or performance of the Contract.</p> <p>b) In case the investor terminates the performance of part or the whole of the contract under Point a, Section 19.1 of the GCC, the investor may sign a contract with another contractor to perform such terminated part of the contract. The Contractor will be responsible for compensating the Employer for outstanding costs for the performance of this terminated part of the contract. However, the Contractor must still continue to perform the part of the contract that is not terminated and take responsibility for the part of the contract performed by him.</p> <p>c) The contractor may terminate the contract by sending a written notice to the investor within thirty (30) days in the following cases:</p> <ul style="list-style-type: none"> - If the Employer fails to pay any amount payable to the Contractor under the Contract and there is no dispute under Section 22 of the T&C thereof within sixty (60) days after receipt of the Contractor's written notice of the overdue payment; - If due to force majeure, within a period of not less than sixty (60) days, the contractor is unable to perform the contract. <p>19.2. Termination due to insolvency</p> <p>In the event of the Contractor's insolvency or insolvency, the Employer may terminate the contract at any time by sending notice to the Contractor. In such event, the contract shall terminate and the Contractor shall not be compensated provided that the termination of the contract does not prejudice or affect any of the Employer's prior or subsequent right to sue or remedy.</p>

<p>20. Detect and fix errors</p>	<p>20.1. The investor shall assess the quality of non-consultancy services according to the principles and methods prescribed in the GCC. The Investor may instruct the Contractor to self-assess and detect errors, check the content of the work that the Investor thinks may contain errors. The time limit for liability for errors is specified in the GCC.</p> <p>20.2. In case of errors arising in the process of the Contractor providing non-consultancy services, before the termination of the contract, the Employer shall notify the Contractor of the errors to be remedied.</p> <p>Upon receipt of the notice of the Investor, the Contractor shall be responsible for promptly remedying the error within a reasonable period of time specified by the Investor specified in the notice. In case the Contractor fails to remedy the error within the permitted time period, the Employer shall assess the necessary expenses to remedy the error and request the Contractor to pay, and at the same time impose a penalty on the Contractor for the performance of the contract as prescribed in Section 15 of the GCC.</p>
<p>21. Human Resources¹</p>	<p>21.1. The Contractor must mobilize all personnel as proposed in the Bid to perform the work contents unless otherwise agreed by the Employer. In case it is necessary to change personnel, the Contractor must report and obtain the approval of the Investor. The replacement personnel must have the same or better capacity and experience than the previously proposed personnel.</p> <p>21.2. In case the personnel loses their civil act capacity or fails to complete their work well, the investor shall make a written request for replacement. Upon receipt of the written request for replacement of personnel from the Investor, within the time specified in the GCC, the Contractor must replace personnel with equivalent or better capacity and experience. Unless otherwise agreed, all costs incurred due to personnel changes shall be borne by the Contractor.</p>
<p>22. Dispute Resolution</p>	<p>22.1. The Investor and the Contractor shall be responsible for settling disputes arising between the two parties through negotiation and conciliation.</p> <p>22.2. If the dispute cannot be resolved by negotiation or conciliation within the time limit specified in the GCC from the date the dispute arises, any party may request the dispute to be settled according to the mechanism specified in the GCC.</p>

¹ In case the bidding package does not require key personnel, this Section shall be deleted

Chapter VII. SPECIFIC CONDITIONS OF THE CONTRACT

Unless otherwise specified, the entire GCC must be fully recorded by the Investor before the issuance of the Bidding Documents.

GC 1.3	Investor: Vietnamese-German University Address: Ring Road 4, Quarter 4, Thoi Hoa Ward, Ho Chi Minh City, Vietnam Tax code: 0309102769 Phone: 02742222990 Fax Number: Email: tin.dn@vgu.edu.vn
T&C 1.5	The location of the service is: Vietnamese-German University - Address: Ring Road 4, Quarter 4, Thoi Hoa Ward, Ho Chi Minh City, Vietnam.
DKC 1.11	Contractor: _____ [<i>insert name, address, account number, tax identification number, telephone, fax, email of the Contractor</i>].
Article 2.2 (i)	The following documents are also part of the Contract: - Record of completion of the contract. - Guarantee for contract performance; - Decision on approving the PMU. - Letter of approval of Bid and awarding of the contract. - Other relevant documents (if any).
GCC 4.1	Notices to be sent to the Investor at the address below: Recipient: Vietnamese-German University Address: Ring Road 4, Quarter 4, Thoi Hoa Ward, Ho Chi Minh City, Vietnam Tax code: 0309102769 Phone: 02742222990
T&C 5.2	- Contract performance security value: 2% of the contract price. - Validity of the contract performance security: The contract performance security is valid for 31 months from the date of issuance of the contract performance security.
T&C 5.4	Deadline for reimbursement of contract performance guarantee: within 30 days after the Contractor fulfills the contractual obligations.

ARTICLE 6.1	List of subcontractors: Not applicable
ARTICLE 6.2	The value of the work performed by the subcontractor does not exceed: Not applicable
GCC 6.4	State other necessary requirements for subcontractors: Not applicable.
ARTICLE 10.1	Contract type: <i>Package</i> .
ARTICLE 10.2	Contract Price: Fixed
GCC 11	Tax Adjustments: Allowed During the performance of the contract, if at the time of payment, if there is a change (increase or decrease) in the tax policy and the contract contains provisions for tax adjustment, and the contractor can present documents clearly identifying the arising tax amount, the difference of the tax policy will be adjusted according to the provisions of the contract.
GCC 12.1	Advance: N/A
GCC 13.1	Payment method: 6 months/time The Procuring Entity shall pay the contractor the amount agreed upon by the two parties in the record of certification of service value within 30 days from the date Party A receives the following complete payment dossier: The payment dossier includes: - Record of confirmation of service value with full signatures of both parties: 04 originals. - Confirmation of the value of the work volume completed under the contract to be paid (Form 08.a): 04 originals. - Contract liquidation record (applying the final payment): 04 originals - Valid financial invoices.
T&C 13.2	Payment Deduction: Yes <i>Payment deduction contents: Apply reference to the contract annex on payment deduction.</i>
GCC 15	- Apply both penalties for breach of contract and apply compensation for damages.

	<p>1. Penalties for breach of contract: Apply</p> <p><i>Except for force majeure cases as prescribed in Section 16 of the GCC, if the Contractor fails to perform part or all of the work within the time limit stated in the contract, the Employer may deduct from the contract price a fine corresponding to: 1%/week until the content of the work is done. The investor will deduct up to 8%. When the maximum penalty level is reached, the Investor may consider terminating the contract as prescribed in Section 19 of the GCC.</i></p> <p><i>In case of failure to promptly remedy errors according to the notice of the Investor, the Contractor shall be responsible for paying a fine for the performance of the contract corresponding to 100% of the necessary expenses to remedy the errors.</i></p> <p>2. Compensation for damages: "Apply"</p> <p><i>Compensation for damage on the basis of the entire actual damage.</i></p>
Article 17.1(c)	Other contents of contract amendment: Not applicable
ARTICLE 17.4	In case the proposed cost-saving solution is approved by the Investor and helps reduce the contract price, the Investor shall pay the Contractor 0% of the contract price reduction.
GC 18 (e)	Other cases: Not applicable
T&C 20.1	<p>The investor shall assess the quality of non-consultancy services according to the following principles and methods: Assessment of service quality and technical aspects according to the contractor's monthly assessment table.</p> <p>Liability period for errors: 30 days</p>
T&C 21.2	Time for the Contractor to replace personnel: 3 working days from the date of receipt of the request for personnel replacement from the Investor.
Article 22.2	<p>- Time to conduct conciliation: 30 days from the date the dispute arises</p> <p>- Dispute resolution: When a dispute arises during the performance of the Contract, the parties will negotiate to settle it by mediation. In case the negotiation is fruitless, within 30 days from the date of the dispute arising from the contract that cannot be reconciled, the parties will send the matter to the Court for handling the dispute in accordance with the provisions of law. The Court's decision is final and mandatory for the parties.</p>

Part 4. CONTRACT FORM

This chapter covers the forms that, after recording the complete information, will become part of the Contract. The contract performance guarantee form and the advance guarantee form for the winning bidder shall record information and complete it after being awarded the contract.

CONTRACT ⁽¹⁾

_____, date ____ month ____ year ____

Contract No.: _____ [Investor/authorized unit to declare information]

Package: _____

Estimate: _____

- Grounds ⁽²⁾ ____ (Civil Code dated November 24, 2015) [Investor declares information];

- Grounds ⁽²⁾ ____ (Law on Bidding dated June 23, 2023 (amended and supplemented in Law No. 57/2024/QH15, Law No. 90/2025/QH15)) [Investor declares information];

- Pursuant to the Decision No. ____ dated ____ month ____ year ____ of ____ on the approval of the result of contractor selection for package thầu ____ [insert the name of the bidding package] and the Notice of approval of the bid and award of the contract No. ____ dated ____ month ____ year ____ of the investor;

- Based on the record of completion of the contract signed by the investor and the winning bidder on ____ month ____ year ____; [Investor declares information]

- (Other grounds (if any)). [System to let the character field for the Investor/Authorized Unit and the contractor to declare themselves]

We, on behalf of the contracting parties, include:

In case the Investor directly signs and manages the performance of the contract with the contractor:

Investor (hereinafter referred to as Party A)

Investor Name: _____ [Extraction System]

Address: _____ [Extraction System]

Phone: _____ [Extraction System]

Fax: _____

E-mail: _____ [Extraction System]

Account: _____; [Investor declares information]

Tax code: _____ [Extraction System]

Represented by Mr. / Mrs.: _____ [Extraction System]

Position: _____ [Extraction System]

⁽¹⁾ Based on the size and nature of the bidding package, the contents of the contract according to this form may be amended and supplemented accordingly, especially for the contents when finalizing the contract that are different from the GCC.

⁽²⁾ Update legal documents according to current regulations.

In case the investor authorizes the signing and management of the contract:

Investor

Investor Name: _____ [Extraction System]

Address: _____ [Extraction System]

Phone: _____ [Extraction System]

Fax: _____

E-mail: _____ [Extraction System]

Account: _____ ; [Investor declares information]

Tax code: _____ [Extraction System]

Represented by Mr. / Mrs.: _____ [Extraction System]

Position: _____ [Extraction System]

Authorized entity (hereinafter referred to as Party A)

Name of Authorized Unit: _____ [Extraction System]

Address: _____ [Extraction System]

Phone: _____ [Extraction System]

Fax: _____

E-mail: _____ [Extraction System]

Account: _____ ; [Authorized entity to declare information]

Tax code: _____ [Extraction System]

Represented by Mr. / Mrs.: _____ [Extraction System]

Position: _____ [Extraction System]

Power of attorney to sign contract No. ___ ngày ___ tháng ___ năm ___ (in case of authorization) [Authorized unit to declare information].

Contractor (hereinafter referred to as Party B)

Contractor name: _____ [Investor declared]

Address: _____ [Extraction System]

Phone: _____ [Extraction System]

Fax: _____

E-mail: _____ [Extraction System]

Account: _____

Tax code: _____ [Extraction System]

Represented by Mr. / Mrs.: _____ [Extraction System]

Position: _____ [Extraction System]

The two parties agree to sign a service provision contract with the following contents:

Article 1. Contract Object

The object of the contract is the provision of services detailed in the attached Appendix.

Article 2. Contract Components

The contract components and legal order of priority are as follows:

1. The contract document, enclosed with the contract appendices;
2. The GCC of the contract shall be filled in with all contents and includes the contents of correction, supplementation and clarification in the process of selecting the contractor and finalizing the contract (if any);
3. The record of completion of the contract;
4. The Contract Agreement;
5. To decide on approval of contractor selection results;
6. Letter of approval of the bid and awarding the contract;
7. Bidding Documents and documents clarifying the Bidding Documents of the Contractor (if any);
8. Bidding Documents and documents amending and clarifying the Bidding Documents (if any);
9. Other documents specified in the Registration Act.

Article 3. Responsibilities of Party A

Party A commits to pay Party B at the contract price specified in Article 5 of this contract in the manner specified in the specific conditions of the contract as well as fully perform other obligations and responsibilities specified in the general conditions and specific conditions of the contract.

Article 4. Responsibilities of Party B

Party B commits to provide Party A with full services as specified in Article 1 of this contract, and at the same time commits to fully perform the obligations and responsibilities stated in the general conditions and specific conditions of the contract.

Article 5. Contract price and payment method

1. Contract price: *[specify the value in numbers, letters and currency of the contract]*.
 - a) *Contract prices for package contracts, output-based contracts, and percentage-based contracts.*
 - b) *Contract prices for fixed-price contracts and time-based contracts:*
 - *Initial contract price (excluding tax);*
 - *Tax value*

- Backup.

c) Contract price for contracts according to the adjusted unit price:

- Initial contract price (excluding tax);

- Tax value

- Provision: clearly stating the value of temporary slippage calculated on the basis of expected slippage and the law on cost management.

2. Payment method: ____ [The system extracts the payment method as prescribed in Section 13.1 of the GCC].

Article 6. Contract Type

Contract type: [Contract type extraction system according to this Agreement].

Article 7. Contract performance time: ____ [The investor/authorized unit declares information about the contract performance time in accordance with the provisions of Section 8 of the GCC, Bid and the contract completion result between the two parties].

Article 8. The value of the work performed by the subcontractor shall not exceed : ____ [extracted under Section 27.2 CDNT] the contract price.

Article 9. Validity of the contract

1. The contract takes effect from ____ [The investor/authorized unit declares information about the effective date of the contract].

2. The contract expires after the two parties liquidate the contract according to the law.

The contract is made on the approval of all parties.

**LEGAL REPRESENTATIVE OF
CONTRACTORS**

[insert name, title, signature and seal]

**LEGAL REPRESENTATIVE OF
INVESTOR/AUTHORIZED UNIT**

[insert name, title, signature and seal]

APPENDIX TO THE CONTRACT PRICE LIST

(Attached to Contract No. _____, dated ____ month ____ year ____)

This Appendix shall be made on the basis of the Contractor's bid quotation table according to the corresponding bid price list forms stated in the Bidding Documents and the agreements reached during the completion of the contract, including the unit price, cash for each item and content of work.

CONTRACT PERFORMANCE GUARANTEE

_____, date ____ month ____ year ____

To: _____ [*insert name of Investor*] (hereinafter referred to as "Investor")

At the request of _____ [*insert name of Contractor*] (hereinafter referred to as "Contractor") is the contractor who has won the bid for the bidding package _____ [*insert name of the bidding package*] and commits to sign a contract for the provision of services for the above bidding package (hereinafter referred to as the "Contract");⁽¹⁾

According to the provisions of the Bidding Documents (*or contracts*), the Contractor must pay to the Investor the guarantee of a bank with a specified amount of money to ensure its obligations and responsibilities in the performance of the contract;

We, _____ [*insert name of bank*] with registered office tại _____ [*insert address of bank*⁽²⁾] (hereinafter referred to as "the Bank"), hereby undertake to guarantee the performance of the Contractor's contract in the amount of là _____ [*specify the corresponding value in numbers, words and currencies as prescribed in Section 5.2 of the Bidding Documents*]. We commit to unconditionally and irrevocably pay to the Employer any amount within the limit of _____ [*insert the guarantee amount*] as mentioned above, when there is a written notice from the Employer of the Contractor's breach of contract within the validity period of the contract performance guarantee.

This guarantee is valid from the date of issue until the end of the ngày ____ tháng ____ năm ____⁽³⁾.

Legal representative of the bank

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

Notes:

(1) If the sponsoring bank requires a signed contract to issue the guarantee, the investor shall consider and amend it as follows:

"At the request of của _____ [*insert name of contractor*] (hereinafter referred to as "Contractor") is the winning contractor of package thầu _____ [*insert name of bidding package*] who has signed the contract số _____ [*insert contract number*] ngày ____ tháng ____ năm ____ (hereinafter referred to as "Contract")."

(2) Bank address: specify the address, telephone number, fax number, e-mail to contact.

(3) Write the time limit in accordance with the requirements specified in Section 5.2 of the GCC.

ADVANCE GUARANTEE ⁽¹⁾

____, date ____ month ____ year ____

To: ____ [*insert name of the Investor*] (hereinafter referred to as the "Investor")
 ____ [*insert contract name, contract number*]

According to the advance clause stated in the specific conditions of the contract, ____ [*insert the name and address of the contractor*] (hereinafter referred to as the "Contractor") must pay to the Employer a bank guarantee to ensure that the contractor uses the advance amount ____ [*clearly stating the value in numbers, in words and currency used*] for the performance of the contract;

We, ____ [*insert name of bank*] having our registered office at ____ [*insert address of bank*⁽²⁾] (hereinafter referred to as "Bank"), at the request of the Employer, agree unconditionally, irrevocably and not to require the Contractor to consider and pay to the Employer when the Investor requests an amount not exceeding ____ [*specify the value of the in numbers, letters and currencies used as prescribed in Section 12.1 of the Bidding Documents*].

In addition, we agree that changes, additions or modifications to the conditions of the contract or of any documents relating to the contract entered into between the Contractor and the Employer shall not alter any of our obligations under this guarantee.

The value of this guarantee will be gradually reduced in proportion to the advance amount recovered by the Employer through the payment periods specified in Article 5 of the Contract after the Contractor presents the Employer's written certification of the amount recovered in the payment periods.

This guarantee is effective from the date the Contractor receives the contractual advance until ngày ____ tháng ____ năm ____ ⁽³⁾ or when the Employer recovers all the advance amount, whichever comes earlier.

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

Notes:

(1) Based on the specific conditions of the bidding package, the regulations are in accordance with the requirements specified in Section 12.1 of the GCC.

(2) Bank address: specify the address, telephone number, fax number, e-mail to contact.

(3) The date of completion of the provision of services specified in the contract. In case it is necessary to extend the contract performance period, the effective period of the advance guarantee shall be extended.

POWER OF ATTORNEY ⁽¹⁾

Today, ___ month ___ year ___, at ___

I am ___ [insert name, CCCD number or passport number, title of the contractor's legal representative], am the legal representative of ___ [insert contractor's name] with address at ___ [insert contractor's address], hereby authorize cho ___ [insert name, CCCD number or passport number, title of authorized person] to perform the following tasks in the course of participating in the bidding of the bidding package ___ [insert name of the bidding package] of the project/procurement estimate số ___ [insert name of the project/procurement estimate] organized by ___ [insert name of the investor]:

[- Participate in and sign documents in the process of document collation;

- Participate in and sign documents in the process of finalizing the contract in case of finalizing the contract directly]⁽²⁾.

The above-mentioned authorized person shall only perform the works within the scope of authorization as the legal representative of ___ [insert name of contractor]. ___ [insert name of legal representative of the contractor] shall be fully responsible for the work performed by ___ [insert name of authorized person] within the scope of authorization.

The power of attorney is valid from ___ to ___⁽³⁾. This power of attorney shall be made in ___ copies of the same legal validity, the authorized person shall keep ___ copies, the authorized person shall keep ___ copies, and the investor shall giữ ___ bản.

Authorized Person

[insert name, title, signature and stamped (if any)]

Delegator

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

Notes:

(1) In case of authorization, the original power of attorney must be sent to the Investor when comparing documents and finalizing the contract. The authorization of the contractor's legal representative to the deputy, subordinate, branch director and head of the contractor's representative office to perform one or more of the above-mentioned work contents on behalf of the contractor's legal representative. The use of the seal in the case of authorization may be the seal of the contractor or the seal of the unit to which the individual concerned is authorized. The authorized person may not continue to authorize others.

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

(3) Write the effective date and expiration date of the power of attorney in accordance with the process of document comparison and contract finalization and must ensure the effective date before the date of performing the authorized jobs.

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