

REQUEST FOR PROPOSAL

Package No. and Invitation for Bid (*on the System*):

Packag name:

**Procurement and
Implementation of Insurance
Core System**

Project:

**Insurance Core System
Transformation**

Date of issue:

23 December 2025

**Issued in conjunction with the
Decision:**

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BRIEF DESCRIPTION

Part 1. BIDDING PROCEDURES

Chapter I. Instructions to Bidders

This chapter provides information to help Bidders prepare their BD. Information includes provisions on the preparation and submission of BD, bid opening, evaluation of BD and contract award.

Chapter II. Bid Data Sheet

This Chapter specifies contents of Chapter I to such extent applicable to each package

Chapter III. BD Evaluation Criteria

This Chapter consists of criteria for evaluation of BD. Specifically:

- Section 1 Examination and Evaluation of the Validity of Bids;
- Section 2 Evaluation Criteria for Capacities and Experiences;
- Section 3 Technical Evaluation Criteria;
- Section 4 Financial Evaluation Criteria.

Chapter IV. Bid Forms

This Chapter includes the forms that the Employer and the Bidder are required to complete as part of the BD.

Part 2. TECHNICAL REQUIREMENTS

Chapter V. Technical Requirements

This Chapter specifies the technical requirements and the provisions for inspection and testing of the goods (if applicable), as required by the Employer in relation to the BD.

Part 3A. CONDITIONS OF THE CONTRACT

Chapter VI. General Conditions of the Contract

This Chapter contains the General Conditions applicable to the Contract of the package.

Chapter VII. Specific Conditions of the Contract

This Chapter is involved in contract date and Specific conditions including specific provisions for each contract. Specific Conditions of the Contract intended to elaborate and supplement but not to replace any General Conditions of the Contract.

Part 4. CONTRACT FORMS

This Part encompasses forms which, once completed, shall constitute an integral part of the Contract. The Performance Security (Letter of Guarantee) and the Advance Payment Security (if applicable) shall be duly completed by the winning Bidder before the contract is valid.

ABBREVIATIONS

ITB	Instructions to Bidders
BDS	Bid Data Sheet
IFB	Invitation for Bid
RFP	Request for Proposal
BD	Bidding Documents
GCC	General Conditions of the Contract
SCC	Specific Conditions of the Contract
VND	Vietnamese dong
USD	US dollar
BIC	Bank for Investment and Development of Vietnam Insurance Joint Stock Company
CIS	Core Insurance System
POC	Proof Of Concept

Part 1. BIDDING PROCEDURES

Chapter I. INSTRUCTIONS TO BIDDERS

1. Scope of the package	<p>1.1. The Employer, as specified in the BDS, issues this set of RFP to select qualified bidders for the procurement package of goods under the Single-Stage, Single-Envelope procedure.</p> <p>1.2. Name of the Package and Project are specified in BDS.</p>
2. Interpretation of Terms in Bidding	<p>2.1. Bid Closing Time means the deadline for the receipt of Bids, as specified in the IFB on the System</p> <p>2.2. Day means a calendar day, including weekends, public holidays, and Tet holidays as prescribed by the labor law.</p> <p>2.3. Time and Date on the System mean the time and date displayed on the System (GMT+7).</p> <p>2.4. System means the National E-Procurement System at https://muasamcong.mpi.gov.vn</p>
3. Capital Sources	Capital source for the package is defined in the BDS .
4. Prohibited practices	<p>4.1. The offering, taking, brokerage of bribes.</p> <p>4.2. Abuse of someone's position or authority to influence or unlawfully interfere, in any form, with bidding activities.</p> <p>4.3. Collusive bidding refers the following practices:</p> <ul style="list-style-type: none"> a) Collusion, agreement, or coercion to have one or more parties prepare or withdraw their BD so that other competitor will win the bidding; b) Collusion or agreement to refuse the provision of goods or services, to decline signing subcontract agreements, or to engage in other forms of agreements aimed at restricting competition so that other competitor will win the bidding; c) A bidder with the required capacity and experience who has participated in the bidding process and met the requirements of the RFP but intentionally fails to provide documents proving its capacity and experience when requested by the Employer to clarify the BD or when requested to verify documents, in order to facilitate the success of another bidder. <p>4.4. Fraudulence including the following acts:</p> <ul style="list-style-type: none"> a) Misrepresentation or misleading of information, documents, dossiers during bidding; b) Intentionally provision of false or misleading information or documents in the BD with the purpose of distorting the result of the bidder selection process.

	<p>4.5. Interference including the following acts:</p> <ul style="list-style-type: none"> a) Destroying, cheating, changing, hiding proof or reporting contrary to the truth; threatening, disturbing or suggesting with any party with the aim to prevent the clarification of acts of handing, taking, brokerage of bribes, fraudulence or conclusion with functional agencies, authorized agencies in conducting supervisions, checks, inspections and audit; b) Obstructing competent authorities, the Employer, or bidders in the contractor selection process; c) Obstructing the competent authorities in charge of supervision, inspection, examination, or audit of bidding activities; d) Intentionally filing complaints, denunciations, or petitions that are untruthful in order to obstruct bidding activities; e) Committing violations of laws on cybersecurity or information security with the intent to interfere with or obstruct e-bidding activities <p>4.6. Failure to ensure fairness and transparency, including the following acts:</p> <ul style="list-style-type: none"> a) Participating in bidding as a bidder for a package in which it acts as the Employer , or performing the duties of the Employer in contravention of the provisions of the Bidding Law; b) Participating in the preparation of the RFP while concurrently taking part in the appraisal of such RFP for the same package; c) Participating in the evaluation of BD while concurrently taking part in the appraisal of the bid evaluation results for the same package; d) An individual belonging to the Employer who directly participates in the bidder selection process, or takes part in the expert team or the bid appraisal team, or acts as the competent person or the head of the Employer for packages in which a family-related person, as defined by the Law on Enterprises, is named as a bidder or acts as the legal representative of a bidder; e) A bidder participating in a package for procurement of goods for which that bidder has provided consulting services, including: preparing, verifying, or appraising cost estimates, technical designs, construction drawings, or front-end engineering design (FEED); preparing or appraising the RFP; evaluating the BD; inspecting goods; appraising the bid
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	<p>evaluation results; or supervising contract implementation;</p> <p>f) Acting as a bidder in a package under a project in which the Employer is an agency or organization where the bidder previously worked and held a leadership or management position within 12 months from the date of leaving such agency or organization;</p> <p>g) Specifying particular trademarks or origins of goods in the RFP, except in cases provided at Point e, Clause 3, Article 10; Clause 2, Article 44; and Clause 1, Article 56 of the Bidding Law;</p> <p>4.7. Disclosure of documents and information related to the bidder selection process, except for the provision of information as prescribed at Point b, Clause 8, Article 77; Clause 11, Article 78; Clause 4, Article 80; Clause 4, Article 81; and Clause 2, Article 82 of the Bidding Law, including:</p> <p>a) Contents of the RFP prior to the stipulated date for issuance of such documents;</p> <p>b) Contents of the BD contents of the Employer's requests for clarification of BD and the Bidders' responses during the process of BD evaluation; reports by the Employer, the expert team, the appraisal team, the consulting contractor, and relevant specialized agencies during the bidder selection process; records and minutes of bids evaluation meetings; and comments and assessments on each BD prior to public disclosure in accordance with regulations;</p> <p>c) Results of selection of bidders prior to the stipulated time for announcement;</p> <p>d) Other documents in the bidder selection process that are determined to contain state secrets in accordance with the provisions of law.</p> <p>4.8. Bid transfer including the following acts :</p> <p>a) Bidders transfer to another bidders a part of work under the contract package that exceeds the maximum value allowed for subcontractors and the volume of work designated for special subcontractors as specified in the contract;</p> <p>b) Bidders transfer to another bidders a part of work under the contract package that does not exceed the maximum value allowed for subcontractors as specified in the contract but falls outside the scope of subcontracted work proposed in the BD, without the approval of the Employer or the supervisor consultant;</p>
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	<p>c) The Employer or supervisor consultant approves the bidder's assignment of work as specified at Point a of this Clause;</p> <p>d) The Employer or supervision consultant accepts for bidder to transfer work specified at point b of this Clause, where such assignment exceeds the maximum value allowed for subcontractors as stated in contract.</p>
5. Eligibility of Bidders	<p>5.1. The bidder is an organization that satisfies all of the following conditions:</p> <p>a) Possesses an Establishment Decision, an Enterprise Registration Certificate, or other equivalent documents (for Foreign Bidders, the aforementioned documents must be consularly legalized);</p> <p>b) Independent finance and accounting;</p> <p>c) Not in the process of dissolution or subject to revocation of the enterprise registration certificate, cooperative registration certificate, union of cooperatives registration certificate, or partnership registration certificate; not falling into a state of insolvency in accordance with the provisions of the Law on Bankruptcy;</p> <p>d) Ensuring competitiveness in bidding according to the provisions of BDS;</p> <p>e) Not in time banned from bid participation according to the provisions of the Bidding Law;</p> <p>f) Not currently under criminal prosecution.</p> <p>5.2. A bidder being a household business shall satisfy all of the following conditions:</p> <p>a) Possess a household business registration certificate in accordance with the provisions of law;</p> <p>b) Not be in the process of terminating operations or having its household business registration certificate revoked; the head of the household business is not under criminal prosecution;</p> <p>c) Satisfy the conditions specified at Points c and d, Section 5.1 of the Bidder's Eligibility Criteria.</p> <p>5.3. A bidder being an individual or a group of individuals submitting a bid for their innovative product, in compliance with Clause 4, Article 6 of Decree No. 214/2025/ND-CP dated August 4, 2025 of the Government detailing a number of articles and measures for implementation of the Law on Bidding regarding bidder selection, shall be eligible to</p>

	<p>participate in bidding upon satisfying all of the following conditions:</p> <p>a) Having full civil act capacity in accordance with the laws of the country of which the individual is a citizen;</p> <p>b) Meeting the conditions specified at Points c, d and d, Section 5.1 of the Bidder's Eligibility Criteria.</p> <p>5.4 For foreign bidders, they must form a joint venture with domestic bidders or use domestic subcontractors.</p>
6. Contents of the RFP	<p>6.1. The RFP includes Parts 1, 2, 3 and 4 and amendments and supplements to the RFP as prescribed in Item 7 of the ITB Bidders (if any), specifically as follows:</p> <p>Part 1. Bidding Procedures:</p> <ul style="list-style-type: none"> - Chapter I. Instructions to Bidders; - Chapter II. Bid Date Sheet; - Chapter III. BD Evaluation Criteria; - Chapter IV. Bid Forms. <p>Part 2. Technical Requirements:</p> <ul style="list-style-type: none"> - Chapter V. Technical Requirements. <p>Part 3. Conditions of the Contract:</p> <ul style="list-style-type: none"> - Chapter VI. General Conditions of the Contract; - Chapter VII. Specific Conditions of the Contract; <p>Part 4. Contract Forms.</p> <p>6.2. The Employer shall not be responsible for the accuracy and completeness of the RFP, clarification to the RFP, or other amendments to the RFP according to Item 7 of the ITB if these documents are not provided by the Employer on the System. The RFP issued by the Employer on the System shall serve as the basis for review and evaluation.</p> <p>6.3. Bidders shall study all information contained in the IFB, the RFP, and any amendments or clarifications to the RFP, as well as the minutes of the pre-bid conference (if any), in order to prepare the BD in accordance with the requirements of the RFP.</p>
7. Amendment and clarification of the RFP	<p>7.1. In case of amendment to the RFP, the Employer shall publish the decision on amendment together with the amended contents and the revised the RFP (attached file). The amendment to the RFP shall be made at least 10 days prior to the bid closing date; in case this minimum period cannot be ensured, the bid closing date must be extended accordingly.</p>

	<p>7.2. In case clarification of the RFP is required, Bidders must submit a request for clarification to the Employer via the System at least 05 working days prior to the bid closing date for the Employer's consideration and handling. The Employer shall review the request for clarification and provide clarification via the System no later than 02 working days prior to the bid closing date, in which the content of the clarification request shall be described without disclosing the name of the requesting the Bidder. If such clarification results in an amendment to the RFP, the Employer shall amend the RFP in accordance with Section 7.1 of the ITB.</p> <p>7.3. The Employer shall be responsible for monitoring information on the System to provide timely clarification of the RFP upon the Bidder's request.</p> <p>7.4. The Bidders shall be responsible for monitoring information on the System to update any amendments to the RFP, and changes to the bid closing time (if any), as a basis for preparing its BD. In case of any errors or omissions arising from the Bidder's failure to monitor and update information on the System, which result in disadvantages for the Bidder during the bidding process, including but not limited to amendments or modifications of the RFP, changes to the bid closing time, and other related contents, the Bidder shall bear full responsibility and accept any resulting disadvantages in the bidding process.</p> <p>7.5. If necessary, the Employer shall organize a pre-bid conference to discuss issues in the RFP that remain unclear to Bidders in accordance with the provisions of the BDS. The Employer shall publish the notice of the pre-bid conference on the System; all interested Bidders are entitled to attend the pre-bid conference without prior notification from the Employer. The discussions between the Employer and the Bidders must be recorded in minutes and incorporated into a written clarification of the RFP, which shall be published on the System within no later than two (02) working days from the conclusion of the pre-bid conference.</p> <p>7.6. In case the RFP need to be amended following the pre-bid conference, the Employer shall amend the RFP in accordance with Clause 7.1 of the ITB. The minutes of the pre-bid conference shall not be deemed as an amendment to the RFP.</p>
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	7.7. The Bidder's failure to attend the pre-bid conference or to provide a certificate of attendance shall not constitute grounds for rejection of its BD.
8. Expenses of bid participation	The RFP shall be issued free of charge on the System immediately after the Employer has successfully published the IFB on the System. The Bidder shall bear all costs related to the bidding process. The cost of BD submission shall be in accordance with the provisions of the BDS . In all circumstances, the Employer shall not be liable for any expenses incurred by the Bidder in connection with its participation in the bidding process.
9. Applicable language of the RFP and BD	<p>9.1 The language of the RFP shall be Vietnamese and English.</p> <p>9.2 The language of the BD: the Bidder may choose to submit the Bid in either English, or in both Vietnamese and English.</p> <p>9.3 In case of any inconsistency between the English version and the Vietnamese version of the RFP, the Vietnamese version shall prevail.</p> <p>9.4 In the event that a Bidder submits its BD in both Vietnamese and English, if there is any inconsistency between the Vietnamese version and the English version of the BD, the evaluation shall be based on the Vietnamese version of the Bidder.</p> <p>9.5 The language of communication for clarification of BD and the written responses to such clarifications shall be in either English, or in both Vietnamese and English; in case of any inconsistency between the Vietnamese version and the English version, the Vietnamese version shall prevail.</p>
10. Compositions of the BD	<p>The BD shall include the following components:</p> <p>10.1. Letter of Bid in the BD as stipulated in Section 11 of the ITB;</p> <p>10.2. Documents evidencing the legal authority of the signatory of the Letter of Bid as stipulated in Section 19.3 of the ITB;</p> <p>10.3. Joint Venture Agreement as per Form No. 03, Chapter IV (applicable to joint venture bidders);</p> <p>10.4. Bid Security as stipulated in Section 18 of the ITB;</p> <p>10.5. Declaration and documents evidencing the bidder's eligibility as stipulated in Section 5 of the ITB;</p> <p>10.6. Documents evidencing the bidder's capability and experience in accordance with Section 16 of the ITB;</p>

	<p>10.7. Technical Proposal and supporting documents demonstrating the conformity of goods and related services in accordance with Section 15 of the ITB.</p> <p>10.8. Financial Proposals and tables and sheets duly completed as stipulated in Sections 11 and 13 of the ITB;</p> <p>10.9. Other contents as required under the BDS.</p>
11. Letter of Bid and tables and sheets	The Bidders shall duly complete all Forms in Chapter IV. The Bidders shall verify the information in the Letter of Bid and the schedules as required to finalize the BD.
12. Proposal of technical alternatives in the BD	<p>12.1. In case the RFP provides in the BDS that the bidder may propose technical alternatives, such technical alternatives shall be taken into account.</p> <p>12.2. The technical alternative shall only be considered if the major proposal is evaluated as meeting the requirements and the bidder is ranked at the top. In this case, the bidder must provide all necessary information for the expert team to evaluate the alternative, including statement, drawings, technical specifications, delivery schedule, costs, and other relevant information thereof. The evaluation of the proposal for technical alternative in the BD shall be carried out in accordance with Section 5, Chapter III.</p>
13. Bid Price and discount	<p>13.1. The bid price stated in the Letter of Bid and in the price schedules, along with any discounts, must comply with the provisions of this Section:</p> <p>a) The bid price is the price offered by the bidder in the Letter of Bid (excluding discounts), encompassing all costs required to execute the package.</p> <p>b) All parts (for packages divided into multiple parts) and items must be separately priced in the bid price tables;</p> <p>c) In the event that the Bidder offers a discount, such discount must be provided separately in a Discount Letter or indicated directly in the Letter of Bid. The Discount Letter may be submitted together with the Bid or submitted separately, but in all cases must be received by the Employer prior to the bid closing time. If the Discount Letter is submitted together with the Bid, it must be listed in the Bid's Table of Contents. If the Discount Letter is submitted separately, it must be enclosed in a sealed envelope clearly marked 'Discount Letter' (seal format at the Bidder's discretion), and shall comply with the requirements of Sections 19.7 and 19.8 of the ITB. The Employer shall keep the Discount Letter as an integral part</p>

	<p>of the Bid and it will be opened simultaneously with the Bid.</p> <p>If a discount is offered, the Bidder must clearly specify the content and method of discount applicable to the specific items listed under the columns ‘List of Goods’ and ‘Description of Services.’ If the method of discount is not clearly stated, it shall be understood as a uniform percentage discount applied to all items under the columns ‘List of Goods’ and ‘Description of Services.’</p> <p>For bid packages applying fixed-unit-price or adjustable-unit-price contract types, the discount value shall be calculated based on the bid price after deducting any contingency amount (if applicable).</p> <p>d) The bidder must submit the BD for the entire scope of work required in the RFP and specify the bid unit price for all the work listed in the columns “List of goods,” “Description of services” according to Form No. 12.1 (12.1A or 12.1B or 12.1C) or Form No. 12.2 (12.2A or 12.2B or 12.2C), Form No. 13 (13A or 13B) in Chapter IV.</p> <p>13.2. In case the package is divided into several independent parts and partial bid is allowed, bidders may bid for one or more parts of the package. The bidders must bid for all items in the part(s) they are participating in. If a bidder proposes a discount, it shall be implemented in one of the following two methods:</p> <p>a) First method: Indicate the percentage discount in the Letter of Bid (in this case, it is considered that the bidders apply a uniform discount rate to all parts they are participating in).</p> <p>b) Second method: Indicate the percentage discount for each part in the Letter of Bid.</p> <p>13.3. The Bidder shall be responsible for the bid price to execute and complete works in accordance with the requirements stated in the RFP. In cases where the bid price, after deducting any discounts (if applicable), is abnormally low and may affect the quality of the package, the Employer shall handle the situation in accordance with the provisions of Clause 11, Article 140 of Decree No. 214/2025/ND-CP</p> <p>13.4. The bidder’s bid price shall include the entire taxes, fees, and charges (if any) applicable to the tax rates, fees, and charges prevailing 28 days prior to the bid closing date. In case the bidder declares that the bid price does not include taxes, fees, or charges (if any), its BD shall be disqualified.</p>
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	<p>13.5. The bidder shall submit the bid price in accordance with the provisions stated in the BDS.</p>
<p>14. Bid currency and payment currency</p>	<p>14.1. The bid currency and the payment currency shall be identical and shall comply with the requirements specified in the BDS. Each specific work item shall be quoted in only one currency.</p> <p>14.2. Domestic costs shall be paid in VND, while costs incurred outside the territory of Vietnam shall be paid in the currency specified in Section 14.1 of the ITB.</p>
<p>15. Documents providing the conformity of goods and related services</p>	<p>15.1. To demonstrate the conformity of goods and related services with the requirements of the RFP, the bidder must provide documents to prove that the goods supplied by the bidder meet the technical requirements specified in Chapter V. Such documents shall form part of the BD.</p> <p>15.2. The term “goods” shall be understood to include the following: Software license for the Non-life Insurance Core System.</p> <p>15.3. The term “related services” shall be understood as: Implementation services for the Insurance Core System software provided by the bidder, including but not limited to (i) First-year warranty for the Insurance Core System software; (ii) System integration; (iii) Data migration; (iv) Technology training and transfer; (v) Necessary tasks for the bidder to customize the solution, testing, installation, and deployment of the Insurance Core System software, etc.</p> <p>15.4. Documents evidencing the conformity of goods and related services may include documents, certificates, drawings, and data with detailed descriptions of each item regarding the technical specifications and basic functions of the goods and related services, thereby demonstrating their fundamental compliance with the requirements of the RFP, together with a schedule of deviations and exceptions (if any) compared with the provisions in Section V.</p> <p>15.5. The Bidder shall provide documents on the manufacturer’s maintenance and technical support policies ensuring that the Insurance Core System software operates stably and continuously for the period specified in the BDS after being put into operation. For information relating to policies and the basis for calculating maintenance fees, the Bidder must specify clearly to ensure compliance with the requirements in Chapter V.</p> <p>15.6. The technical specifications of goods and related</p>

	<p>services prescribed by the Employer in Chapter V are for descriptive purposes only and shall not be construed as restrictive to the bidders. The Bidder may propose multiple options to meet the technical specifications of goods and related services, provided that the Bidder demonstrates to the Employer that such options still ensure fundamental compliance with or exceed the requirements set out in Chapter V.</p> <p>15.7 The Bidder shall provide documents describing the proposed technology infrastructure solution that is compatible with the proposed Insurance Core System software solution. The Employer shall rely on the technology infrastructure solution submitted by the Bidder to evaluate the compatibility of the proposed solution with the Employer's existing infrastructure architecture, as well as the adequacy and suitability of the proposed technology infrastructure solution.</p> <p>15.8. All goods supplied by the Bidder must be lawful and free from disputes, including disputes relating to copyright or intellectual property rights. The Bidder must possess all necessary rights, authorities, permissions, and/or licenses relating to copyrights to supply the goods in accordance with the terms of the RFP.</p>
16. Documents proving the Bidder's capacities and experiences	<p>16.1. The Bidder shall fill all required information in forms in Chapter IV to prove his capacities and experiences for contract implementation under provisions of Chapter III. The Bidder must also be ready to present original documents to serve the purpose of verification upon the Employer's request.</p> <p>16.2. Requirements for documents evidencing the Bidder's capacity to perform the contract, in the event of contract award, shall be specified in the BDS.</p>
17. Validity of the BD	<p>17.1. The BD shall remain valid for a period not less than period specified in the BDS. Any Bid with a validity period shorter than that stipulated shall not be considered for further evaluation.</p> <p>17.2. If necessary, prior to the expiration of the Bid validity period, the Employer may request Bidders to extend the validity of their Bids, and concurrently require the Bidders to extend the validity of the Bid Security accordingly (for a period equal to the extended Bid validity plus 30 days). If a Bidder does not agree to extend the Bid validity, its Bid shall no longer be considered, and the Bid Security shall be returned. A Bidder accepting the request for extension shall</p>

	<p>not modify any part of the Bid except for extending the validity of the Bid Security. Any request for extension and the acceptance or rejection thereof must be made in writing. The written confirmation of the Bid extension must be signed by the person who signed the Letter of Bid.</p>
18. Bid Security	<p>18.1. When participating in the bidding, the Bidder must provide Bid Security prior to the bid closing date in one or more of the following forms: a letter of guarantee issued by the legal representative of a credit institution in Vietnam or a branch of a foreign bank established under Vietnamese law, or a guarantee insurance certificate issued by a Vietnamese non-life insurance company or a branch of a foreign non-life insurance company established under Vietnamese law. For all forms of paper-based Bid Security, the Bidder must submit the original together with the BD. In the event that the BD is extended as stipulated in Section 17.2, Chapter I, the validity of the Bid Security must also be extended correspondingly. For joint venture bidders, all members of the joint venture must use the same form of Bid Security.</p> <p>In the case of a joint venture, a Bid Security shall be provided in one of the following two manners:</p> <p>a) Each member of the joint venture shall provide its Bid Security separately, but should ensure that the total value of all bid securities is not lower than the amount required in Section 18.2 of the ITB; In case of any illegal Bid Security of any member, the joint venture's BD shall not be rejected. If any member of the joint venture violates requirements of law resulting in not being returned to its bid security as requirement in Section 18.5 of the ITB, the Bid Securities of all joint venture members shall not be refunded;</p> <p>b) Joint venture members agree that one member shall be responsible for implementing the bid security methods for itself and for other members in the joint venture. In this case, the bid security shall include name of the joint venture or of the member being responsible for bid security of the joint venture but the total value is not lower than the required amount as specified in Item 18.2 of the ITB. If any joint venture member violates requirements of law resulting in not being returned the bid security as requirement in Item 18.5 of the ITB, the bid security shall not be returned.</p> <p>18.2. Value, currency and validity period of bid security as stated in the BDS. The validity period of the Bid Security shall be calculated from the bid closing date to the last day of validity</p>

	<p>(the expiration occurs on the last day of validity, without the need to extend to 24:00 that day)</p> <p>18.3. Bid security shall be null and void in one of following cases: the amount is lower, the validity period is shorter than required in Section 18.2 of the ITB; the beneficiary name is incorrect; the signature is invalid; signed prior to the issuance of the RFP; includes conditions adverse to the Employer (including failure to meet commitments under Form 04A, Form 04B, Chapter IV). In the case of a letter of guarantee or guarantee insurance certificate, it must be signed by the legal representative of the domestic credit institution, foreign bank branch established under Vietnamese law, domestic non-life insurance company, or foreign non-life insurance branch established under Vietnamese law and stamped if applicable.</p> <p>18.4. The Bidder does not have right to choose being returned or released bid security in maximum period as stated in the BDS. For selected Bidder, bid security shall be returned or released when the contract takes effect.</p> <p>18.5. Bid security shall not be returned to the Bidder in the following cases:</p> <ul style="list-style-type: none"> a) After the bid closing time and during the validity of the BD, the Bidder withdraws the BD or refuses to perform any of the works proposed in the BD in accordance with the RFP. b) The Bidder violates the provisions stipulated in Article 16 of the Bidding Law or other procurement laws, resulting in the cancellation of the bid; c) The Bidder fails to implement the performance security measures as prescribed in Article 68 of the Bidding Law; d) The Bidder fails to negotiate or refuses to negotiate the contract within 10 days of receiving the invitation to negotiate, or negotiates but refuses to sign the minutes of negotiation, except in cases of force majeure; e) The Bidder fails to complete or refuses to finalize the contract within 20 days of receiving the notice of award from the Employer , except as provided in Clause 4, Article 34 of Decree No. 214/2025/ND-CP or in cases of force majeure; f) The Bidder fails to sign the contract or framework agreement within 20 days from the date the contract or framework agreement is completed, except in cases of force majeure.
19. Bids submission, withdrawal and	<p>19.1. The Bidder shall prepare the BD as follows:</p> <ul style="list-style-type: none"> a) Hardcopy of the BD, including: one original Bids as

<p>amendment</p>	<p>stipulated in Section 10 of the ITB and a number of copies of the BD as specified in the BDS. The cover page of each set of documents must clearly indicate “ORIGINAL BIDDING DOCUMENTS” or “COPY OF BIDDING DOCUMENTS”</p> <p>b) Softcopy of the BD on an external storage device (USB). The softcopy of the BD is intended to assist the Employer in reviewing and cross-referencing the bid documents.</p> <p>c) In the case of amendments or replacement of the BD, the Bidder must prepare one set of softcopy and hardcopy as specified in points a and b, clause 20.1 of the ITB above, including the original and a number of copies as required in the BDS. The cover page of each set of documents must clearly indicate: “ORIGINAL AMENDING BIDDING DOCUMENTS”, “COPY OF AMENDING BIDDING DOCUMENTS”, “ORIGINAL REPLACING BIDDING DOCUMENTS”, or “COPY OF REPLACING BIDDING DOCUMENTS”</p> <p>d) In cases where the bidder's BD includes documents and information of a confidential nature related to the bidder's production and business activities (such as proprietary information, trade secrets, sensitive information), the bidder must affix the "CONFIDENTIAL" seal to these documents and information.</p> <p>19.2. The Bidder shall be responsible for the consistency between the original and the copies. In the event of any inconsistency between the original and the copies that does not affect the ranking order of the Bidders, the evaluation shall be based on the original. If discrepancies between the original and the copies lead to different evaluation results that change the ranking order, the BD shall be rejected. The softcopy of the BD shall not be used as data for the purpose of examining or evaluating the BD.</p> <p>19.3. The original BD must be typed or written in indelible ink and pages shall be numbered consecutively. The Letter of Bid, discount letter (if any), supplementary and clarifying documents, price schedules, and other forms in Chapter IV must be signed and sealed by the legal representative of the Bidder or an authorized representative (if applicable). In case of authorization, a Power of Attorney in accordance with Form 02, Chapter IV, or other documents proving the authority of the authorized representative must be submitted together with the BD.</p> <p>19.4. In the case of a joint venture, the BD must be signed by</p>
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	<p>the legal representatives of all members of the joint venture or by the representative member of the joint venture as stated in the Joint Venture Agreement. To ensure that all members of the joint venture are legally bound, the Joint Venture Agreement must bear the signatures of the legal representatives of all members of the joint venture.</p> <p>19.5. Any additional words, interlineations, erasures, or overwritten words shall only be considered valid only if accompanied by the signature of the bidder or the authorized signatory on the side or on the respective page of the Letter of Bid.</p> <p>19.6. The BD envelope shall include the original BD, copies of the BD, and the USB containing the soft copy of the BD. The exterior of the envelope must be clearly marked “BIDDING DOCUMENTS”.</p> <p>In the case where the Bidder amends or replaces the BD, the amending or replacing BD (including the original and copies) must be enclosed in separate envelopes from the main Bids envelope, clearly marked on the outside as “AMENDING BIDDING DOCUMENTS” or “REPLACING BIDDING DOCUMENTS”.</p> <p>The envelopes containing the BD, the amending BD (if any), and the replacing BD (if any) must be sealed. The method of sealing shall be determined by the Bidder.</p> <p>19.7. Each envelope must clearly indicate:</p> <ul style="list-style-type: none"> a) Name, address, and email of the Bidder; b) Recipient’s name as the Employer , at the address specified in Section 1.1 BDS; c) Name of the package as specified in Section 1.2 BDS; d) A warning statement: “DO NOT OPEN BEFORE BID OPENING TIME”. <p>19.8. The Bidder shall be responsible for any consequences or disadvantages arising from failure to comply with the provisions of the RFP, such as failing to seal the BD or breaking the seal during delivery to the Employer or failing to correctly indicate the required information on the BD envelope as instructed. The Employer shall not be responsible for the confidentiality of the BD if the Bidder fails to comply with the above provisions.</p> <p>19.9. After submitting the BD, the Bidder may amend, replace, or withdraw the BD by sending a written notice signed by the Bidder’s legal representative. In the case of</p>
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	<p>authorization, a Power of Attorney must be submitted in accordance with Section 19.3 of the ITB. Any amending or replacing Bids must be submitted together with the written notice of amendment or replacement and must satisfy the following conditions:</p> <p>a) To be prepared and submitted by the Bidder to the Employer in accordance with Sections 19 and 20 of the ITB. The envelope containing the notice must be clearly marked on the outside as “AMENDING BIDDING DOCUMENTS”, “REPLACING BIDDING DOCUMENTS”, or “WITHDRAWAL OF BIDDING DOCUMENTS”</p> <p>b) To be accepted by the Employer before the bid closing time in accordance with the provisions.</p> <p>19.10. The BD that the Bidder requests to withdraw in accordance with the regulations shall be returned to the Bidder in its original condition.</p> <p>19.11. The Bidder shall not amend, replace, or withdraw the BD after the Bid closing time until the expiration of the BD validity period stated in the BD or until the expiration of the extended validity period of the BD.</p> <p>19.12. The Bidder shall submit, withdraw, or amend the Bids by sending the BD/ sending a written notice or by delivering it directly to the address of the Employer as specified in Section 1.1 of the BDS.</p> <p>19.13. The Bidder is responsible for ensuring that the BD is submitted before the bid closing time. After the bid closing time, the Employer shall not accept any BD and will return any BD submitted to bidders who submit them after the closing time, except for documents submitted by the Bidder to clarify the BD as requested by the Employer or documents provided to clarify or supplement evidence of the Bidder’s eligibility, capacity, and experience in accordance with Sections 23.1 and 23.4 of the ITB.</p>
20. Bid closing time	<p>20.1. The bid closing time shall be the date specified in the IFB.</p> <p>20.2. The Employer may extend the bid closing time by amending the IFB. Upon such extension, all responsibilities of the Employer and the Bidder under the previous closing time shall be adjusted in accordance with the newly extended bid closing time.</p>
21. Bid Opening	<p>21.1. The Employer must conduct the bid opening within a period of no more than two hours from the bid closing time.</p>

	<p>If the case only one bidder submits the BD, the Employer will consider and handle the situation according to the provisions in Clause 5, Article 140 of Decree No. 214/2025/ND-CP. If no bidder submits the BD, the Employer shall consider extending the bid closing time or re-organizing the bidder selection (canceling this Invitation for Bid and publishing a new one) as stipulated in Clause 4, Article 140 of Decree No. 214/2025/ND-CP.</p> <p>21.2. The Employer must openly and clearly read aloud the information specified in Point b, Section 21.4, from all BD received before the bid closing time. The bid opening must be conducted publicly at the time and place specified in the BDS, in the presence of representatives from the bidders and relevant agencies or organizations. The bid opening will proceed regardless of whether a representative of a bidding contractor is present or absent.</p> <p>21.3. First, the Bidder shall open and clearly read aloud the information on the envelope cover marked “WITHDRAWING BIDDING DOCUMENTS”. The envelope of the BD of any bidder requesting for withdrawal their BD shall remain sealed, must not be opened, and shall be returned intact to such bidder. The Employer shall not accept the withdrawal of BD if the withdrawal notice is not accompanied by documents proving that the document signatory is the legal representative of the bidder or if such notices are not publicly presented during the Bid opening ceremony. In such cases, the BD shall still be opened in accordance with Section 21.4</p> <p>Subsequently, the Employer shall open and clearly read aloud the information on the envelope cover marked “REPLACING BIDDING DOCUMENTS”, and this replacing BD shall substitute the BD being replaced. The replacing BD shall not be opened and shall be returned intact to the bidder. The Employer shall not accept replacements of BD if the replacement notice is not accompanied by documents proving that the document signatory is the legal representative of the Bidder or if such notices are not publicly presented during the bid opening ceremony. In such cases, the replacing BD shall still be opened in accordance with Section 21.4.</p> <p>Next, for the envelopes containing notices marked “AMENDING BIDDING DOCUMENTS”, the accompanying notice shall be opened and read aloud together with the corresponding amended BD. The Employer will not</p>
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	<p>accept amendments of BD if the notice of amendment is not accompanied by documents proving that the signatory is the legal representative of the Bidder or if such notice is not publicly disclosed during the bid opening ceremony under Clause 21.4. The bid opening shall be conducted for each Bid in alphabetical order of the bidder's name and in the following sequence:</p> <p>a) Check seal;</p> <p>b) Open the original BD, the amending BD (if any), and the replacing BD (if any), and read loudly and clearly at minimum the following information: name of Bidder, whether participating independently or in a joint venture; the number of original copies, duplicate copies, and USB containing the soft copy of the BD; the bid price stated in the Letter of Bid, the bid price in the bid price summary table, any discount offered (if applicable); validity period of the Bid; contract implementation period; value of the bid security and its validity period; and any other information the Employer deems necessary. Only BD that are opened and read aloud during the bid opening ceremony shall be further considered and evaluated. Only the discount information that is read during the bid opening shall be further considered and evaluated;</p> <p>c) Representative of the Employer shall sign in original of letter of bid, bid security, bid price summary table, Power of Attorney of the Bidder's legal representative (if any), discount letter (if any), joint venture agreement (if any), and all financial proposals. The Employer shall not reject any Bid during the bid opening, except for BD submitted late in accordance with Section 20.13.</p> <p>21.5. The Employer must prepare a bid opening minutes including information specified in Section 21.6. The bid opening minutes must be signed by the Employer's representative and by the Bidders attending the bid opening ceremony. The absence of a Bidder's signature on the minutes shall not affect its validity or legal effect. The bid opening minutes shall be sent to all Bidders who participated in the bidding and shall be published on the National Public Procurement Network within 24 hours from the time of bid opening.</p> <p>21.6. The bid opening minutes shall include the following main contents:</p> <p>a) Information about the bidding package:</p>
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	<ul style="list-style-type: none"> - IFB No.; - Name of package; - Name of Employer ; - Method of Bidder Selection; - Type of contract; - Bid opening completion time; - Total number of participating Bidders. <p>b) Information on participating Bidders:</p> <ul style="list-style-type: none"> - Name of Bidder, whether participating independently or as a joint venture; - Number of original copies, photocopies, and USBs containing the soft copy of the Bids; - Bid price; - Discount (if any): - Bid price after discount (if any); - Value and validity of the bid security; - Validity period of the Bids; - Time for completion of the bidding package; - Other relevant information (if any).
22 Confidentiality	<p>22.1. Information relating to BD evaluation and proposal of contract award should be kept confidential and not disclosed to Bidders or any person not relating directly to bidder selection until announcing selection results. In all cases, no information in the BD of one Bidder is disclosed to another Bidder, except information announced publicly in the bid opening minutes.</p> <p>22.2. Except for the purposes of clarifying the Bids (if necessary) and Contract negotiation, the Bidder shall not contact the Employer or members of the Evaluation Team regarding its Bid or any other matters related to the bidding package during the period from bid opening until the announcement of the Bid evaluation results.</p>
23. BD clarification	<p>23.1. After the bid opening, Bidders shall be responsible for clarifying their BD as requested by the Employer, including matters related to legal eligibility, capacities, experiences, tax registration and payment obligations, and documents regarding specific personnel proposed in the BD. For matters concerning legal eligibility, the clarification process must ensure principles of not changing the fundamental nature of the Bidder participating in the tender. For matters concerning</p>

	<p>the validity of the BD (excluding legal eligibility), technical and financial proposals, the clarification process must ensure principles of not changing basic contents of the submitted BD and not changing the Bid price. All clarifications of the Bids shall be documented in writing and preserved by the Employer as part of the BD.</p> <p>23.2. Except for the cases provided in Section 23.4, during the evaluation process, the clarification of BD between the Bidders and the Employer shall be conducted as follows:</p> <ul style="list-style-type: none"> - The Employer shall send a written notice requesting the Bidders to clarify their BD. - The Bidders must acknowledge receipt of the Employer 's request for BD clarification by one of the following methods: submitting a written notice or sending an email. - The Bidders shall carry out the clarification of the Bids and submit a written clarification to the Employer in accordance with the provisions of Section 23.3 of the ITB. - The Employer shall acknowledge receipt of the Bidder's written clarification by one of the following methods: submitting a written notice or sending an email. <p>23.3. The clarification of BD shall only be performed between the Employer and the Bidders with BD to be clarified. For clarification contents directly affecting the evaluation of eligibility, capacities, experiences, or technical and financial requirements, if the Bidder fails to provide clarification documents within the specified time or has clarification document that does not meet the Employer 's requirements, the Employer shall assess the BD based on the BD submitted before the bid closing time. The Employer shall allow the Bidder a reasonable period, which shall not be less than ten (10) working days, to perform the BD clarification.</p> <p>23.4. Within the period specified in the BDS, should a Bidder discover that their Bid lacks documentary evidence demonstrating their eligibility, qualifications, and experience, the Bidder is permitted to submit such documents to the Employer for clarification of their eligibility, capacity, and experience. The Employer is responsible for receiving these clarification documents from the Bidder for examination and evaluation; these clarification documents regarding eligibility, qualifications, and experience shall be considered an integral part of the Bid. The Employer must</p>
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	<p>notify the Bidder of the receipt of the clarification documents using one of the following methods: direct delivery of a written notice, by post/mail, or via electronic mail (email).</p> <p>23.5. In the event of inconsistencies or unclear content in the BD, the Employer shall require the Bidder to provide clarification in accordance with the provisions of Section 23.1 of the ITB.</p> <p>23.6. If there is any doubt regarding the authenticity of documents provided by the Bidder, the Employer is entitled to verify such documents with relevant organizations or individuals associated with the content of the documents.</p> <p>23.7. In the event that the RFP require commitments, framework contracts for warranty, maintenance, upkeep, and servicing, but the BD does not include such documents, the Employer shall request the Bidder to clarify the BD and submit the missing documents within a reasonable period, which shall not be less than 10 working days, to serve as a basis for evaluating the BD.</p>
24. Differences, conditions setting, and content omission	<p>24.1. “Differences” are differences to requirements in the RFP;</p> <p>24.2. “Condition setting” is setting of restrictive conditions or expressing complete unacceptance for the requirements mentioned in the RFP;</p> <p>24.3. “Content omission” means that a Bidder fails to provide part or all of information and documents as required in the RFP.</p>
25. Determination of responsiveness of the BD	<p>25.1. Expert team shall determine responsiveness of the BD based on contents of the BD as stipulated in Section 10 of the ITB.</p> <p>25.2. The BD meeting basic contents are Bids meeting requirements of the RFP without differences, conditions setting, and basic content omission. Differences, conditions setting, and basic content omission are contents in the BD:</p> <p>a) If approved, they will significantly affect the scope, quality or usability of the related goods or services; cause significant limitations and inconsistent with the RFP for the Employer’s rights or obligations of the bidder in the contract;</p> <p>b) If amended, they will affect unfairly the competitive position of other bidders having BD meeting the basic requirements of the RFP.</p> <p>25.3. Expert team shall inspect technical aspects of the Bids as stated in Section 15 of the ITB and Section 16 of the ITB</p>

	<p>to ensure that all requirements specified in the RFP have been met and that the BD contains no differences, conditions setting, and basic content omission.</p> <p>25.4. If the BD does not meet basic requirements in the RFP, such BD shall be rejected; it is not allowed to modify differences, conditions setting, and basic content omission in the Bids to make the BD fundamentally compliant with the RFP.</p>
26. Non-material errors	<p>26.1. For the BD meeting basic requirements of the RFP, the Employer, expert team can accept its errors other than differences, conditions setting, and basic content omission in the RFP.</p> <p>26.2. For the BD meeting basic requirements of the RFP, the Employer may request the Bidder to provide necessary information or documents in a reasonable period to correct errors that are not material in the BD related to the request for documents. The requirement of providing information and documents to rectify the errors shall not relate to any element of the bid price. The Bidder's BD shall be rejected if it fails to comply with such a request from the Employer.</p> <p>26.3. For the BD fundamentally meeting the requirements of the RFP, the Employer and the Expert Team may adjust non-material and quantifiable errors related to the Bid Price. The Bid Price shall be adjusted to reflect the cost of any missing or non-compliant items. Such adjustments are made solely for the purpose of comparing BD.</p>
27. Subcontractors	<p>27.1. A subcontractor is an organization or individual that enters into a contract with Bidder to perform related services.</p> <p>27.2. In cases where related services are required as specified in Form No. 01D of Chapter IV, the Employer may allow the Bidder to engage Subcontractors. The declaration of subcontractor usage shall be carried out in accordance with Form No. 09A of Chapter IV.</p> <p>27.3. The use of subcontractors shall not alter the responsibilities of the Bidder. The Bidder shall remain fully responsible for the scope, quality, schedule, and other obligations concerning the work performed by the subcontractor. The capacity and experience of the subcontractor shall not be considered during the evaluation of the Bidder's BD. The Bidder itself must meet the criteria for capacity and experience (excluding the capacity and experience of the subcontractor).</p>

	<p>27.4. The Bidder may enter into contracts with Subcontractors listed in the BD or with Subcontractors approved by the Employer to participate in the provision of related services.</p> <p>27.5. If the Bidder engages in the act of bid transfer as stipulated in Clause 8, Article 16 of the Bidding Law, the Bidder shall be handled in accordance with the provisions of Point b, Clause 1, Article 133 of Decree No. 214/2025/ND-CP.</p> <p>27.6. The Bidder shall not engage Subcontractors who have participated in providing consulting services for the package for which the Bidder has been awarded, where such consulting services include: price appraisal; contract supervision, inspection; preparation or appraisal of the RFP; evaluation of BD; appraisal of contractor selection results; project management, contract management, or other consulting services where such services directly relate to the package.</p> <p>27.7. Requirements for subcontractor are specified in the BDS.</p>
28. Preferences in contractor selection	<p>28.1. Preferential principles:</p> <p>a) Bidders participating in the bidding process who qualify for more than one type of preference in the evaluation of capacity and experience or in the financial evaluation shall only be entitled to the most favorable preference for the Bidder corresponding to each evaluation category, whether it pertains to capacity and experience or financial evaluation.</p> <p>In cases where all Bidders participating in the bidding process are entitled to the same preference or where none of the Bidders are entitled to any preference, no preference shall be applied for the purpose of comparison and ranking.</p> <p>c) Bidders must provide evidence that the Bidders, along with the goods and services offered by them, fall within the categories eligible for preferences as stipulated in Clause 1, Article 10 of the Bidding Law.</p> <p>d) The Bidder shall be entitled to preferential treatment when supplying goods for which the domestic production cost accounts for 30% or more of the total cost.</p> <p>28.2. For goods specified in Point (i), Clause 1, Article 10 of the Bidding Law, the determination of whether the goods are eligible for preferential treatment shall be carried out in accordance with the sector-specific laws and regulations, and not and not determined under the provisions of Section 28.3 of the ITB;</p> <p>28.3. The calculation of preferential treatment shall be conducted during the evaluation of BD for the purpose of</p>

	<p>comparison and ranking:</p> <p>Goods shall only be entitled to preferential treatment if the Bidder can demonstrate that the domestic production cost of such goods accounts for 30% or more of the price of the goods. The determination of goods produced in Vietnam may apply either the direct formula or the indirect formula as follows:</p> <p>Direct formula: $D (\%) = G^*/G \times 100\%$</p> <p>Indirect formula: $D (\%) = (G - C)/G \times 100\%$</p> <p>Where:</p> <p>G*: the domestic production cost</p> <p>G: the bid price of the goods in the BD, excluding tax; for Bidders who are manufacturers, G is the ex-works price (EXW) of the goods</p> <p>C: the value of imported costs, excluding taxes and import-related fees</p> <p>D: the percentage (%) of domestic production cost of the goods. If $D \geq 30\%$, the goods are eligible for preferential treatment as stipulated in Articles 6, 7, 8, 9, 10, and 11 of Decree No. 214/2025/ND-CP</p> <p>28.4. The method of calculating preferences shall be carried out in accordance with the provisions stipulated in the BDS.</p> <p>28.5. The Bidder must declare information regarding the types of goods eligible for preferences using Form No. 15A, 15B, or 15C of Chapter IV as a basis for consideration and evaluation of the preferences. In cases where the Bidder fails to declare, the goods of the bidder shall be deemed ineligible for preferences. In cases where the Bidder has declared preferences using Form No. 15A, 15B, or 15C of Chapter IV but has not attached supporting documents, the Employer may request the Bidder to clarify the BD and supplement the documents for consideration and evaluation of the preferences. In cases where Bidders offer goods with the same model code (if any), manufacturer, year of manufacture, and origin in Vietnam, but some Bidders declare and others do not declare such goods as eligible for preferences, the Employer shall decide to allow the Bidders who did not declare preferences to clarify in order to provide a basis for evaluating preferences for such goods.</p> <p>28.6. In cases where the goods offered by the Bidders are not eligible for preferential treatment, the evaluation and determination of preferential value shall not be conducted.</p>
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	28.7. The Bidders must attach documents to demonstrate that the goods they offer are eligible for preferential treatment.
29. Evaluation of the BD	<p>29.1. The expert team shall apply the evaluation method as specified in the BDS to assess the BD.</p> <p>29.2. The process of evaluating the BD is as follows:</p> <p>a) Step 1: Inspection and assessment of validity in accordance with the provisions of Section 1, Chapter III.</p> <ul style="list-style-type: none"> - The inspection and assessment of the validity of the BD shall be carried out in accordance with the provisions of Section 1, Chapter III; - Bidders who are assessed as meeting all requirements regarding validity shall proceed to the evaluation of capacities and experiences. <p>b) Step 2: Evaluation of capacities and experiences in accordance with the provisions of Section 2, Chapter II</p> <ul style="list-style-type: none"> - The evaluation of capacities and experiences shall be conducted based on the evaluation criteria specified in Section 2, Chapter III; - Bidders who are assessed as meeting the requirements regarding capacities and experiences shall proceed to the technical evaluation <p>c) Step 3: Technical evaluation in accordance with Section 3, Chapter III.</p> <ul style="list-style-type: none"> - The technical evaluation shall be conducted according to the standards and evaluation methods specified in Section 3, Chapter III - Bidders who are assessed as meeting technical requirements shall proceed to financial evaluation. <p>d) Step 4: Financial evaluation shall be conducted in accordance with Section 4, Chapter III and implemented as specified at Point c, Section ITB 29.1 of the BDS</p> <p>e) Step 5: After the financial evaluation, In cases where only one bidder passes the financial evaluation step, ranking of bidders is not required</p> <p>29.3 Ranking of bidders:</p> <p>a) After the financial evaluation is conducted in accordance with the evaluation process of BD outlined in Section 29.2, the ranking of bidders shall be carried out as specified in the BDS. In cases where only one bidder passes the technical</p>

	<p>evaluation step, ranking of bidders is not required;</p> <p>b) The first-ranked bidder shall be invited for contract negotiation;</p> <p>c) In cases where the bidder is invited for contract negotiation, the bidder shall not change key personnel (personnel proposed in the BD or personnel already replaced once in accordance with Clause 2, Article 29 of Decree No. 214/2025/ND-CP), except in cases where the BD evaluation period exceeds the expected timeline in the bidder selection plan or due to force majeure that prevent the key personnel proposed by the bidder from participating in contract execution. In such cases, the bidder is allowed to replace personnel, provided that the replacement personnel must possess qualifications, experience, and capabilities equivalent to or higher than those of the originally proposed personnel, and the bidder shall not change the bid price.</p> <p>29.4. Principles for BD Evaluation:</p> <p>a) The evaluation of bidding documents must be based on the criteria for BD evaluation and other requirements specified in the RFP, as well as the submitted BD, explanatory documents, and clarifications provided by the bidder to ensure the selection of a bidder with sufficient capacity and experience, and feasible solutions to execute the package. In cases where the RFP contain provisions that restrict competition as stipulated in Clause 2, Article 26 of Decree No. 214/2025/ND-CP, such provisions shall not be considered as a basis for evaluating the BD;</p> <p>b) In cases where the Bidders declared and submitted by the bidder in the BD do not meet the requirements of the RFP, or if the bidder fails to declare, submit, or declares incompletely similar contracts, the Employer shall request the bidder to clarify and submit additional contracts to meet the requirements of the RFP within an appropriate timeframe, but not less than 10 working days. If the bidder does not have contracts meeting the requirements of the RFP, the bidder shall be disqualified.</p> <p>c) In cases where the key personnel proposed by the bidder in the BD do not meet the requirements or fail to demonstrate the ability to mobilize personnel (including cases where the key personnel are already engaged in other contracts with working periods overlapping the implementation period of this package), the Employer shall allow the bidder to supplement or replace such personnel. The bidder is permitted to</p>
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	<p>supplement or replace key personnel only once for each position within an appropriate timeframe, but not less than 10 working days. If the bidder cannot provide replacement key personnel meeting the requirements of the RFP, the bidder shall be disqualified. In cases where the Bidder intentionally declares untruthful key personnel in the BD to distort the bidder selection results, the bidder shall not be allowed to replace the key personnel. The Bid of the Bidder shall be disqualified, and the bidder shall be deemed to have committed fraud as stipulated in Point b, Clause 4, Article 16 of the Bidding Law and shall be handled in accordance with Clause 1, Article 133 of Decree No. 214/2025/ND-CP. In cases where the bidder is ranked first, the bidder shall not be allowed to change the key personnel (either the key personnel proposed in the Bid or the key personnel replaced once in accordance with Clause 2, Article 29 of Decree No. 214/2025/ND-CP), except in cases where the BD evaluation period is extended beyond the expected timeframe in the bidder selection plan or due to force majeure, making it impossible for the key personnel proposed by the bidder to participate in contract execution. In such cases, the bidder is allowed to replace the key personnel with others, but must ensure that the proposed replacement personnel possess qualifications, experience, and capabilities equivalent to or higher than those of the originally proposed key personnel, and the bidder shall not be allowed to change the bid price.</p> <p>d) At the financial evaluation stage, in cases where the bidder fails to provide information in the form regarding preferences for domestically produced goods as a basis for calculating such preferences, the bidder shall not be entitled to any preferences.</p>
30. Contract Negotiation	<p>30.1 The first-ranked bidder shall be invited by the Employer to negotiate the contract.</p> <p>30.2 The contract negotiation shall be based on the following grounds:</p> <ul style="list-style-type: none"> a) Report on the evaluation results of the BD; b) The BD and the clarifications or supplementary documents of the BD (if any) submitted by the Bidder; c) The RFP, including general conditions, specific conditions of the contract, and the amendments or clarifications to the BD (if any). <p>30.3 Principles of contract negotiation:</p> <ul style="list-style-type: none"> a) No negotiation shall be conducted on the contents that the

	<p>Bidder has offered in full compliance with the requirements of the BD;</p> <p>b) The unit prices determined during the financial evaluation stage shall not be changed.</p> <p>30.4. Contents of contract negotiation:</p> <p>a) Matters that are not insufficiently detailed, unclear, or inconsistent between the RFP and the BD, or among different contents within the BD, which may lead to disputes, disagreements, or affect the responsibilities of the parties during contract performance;</p> <p>b) Deviations identified and proposed by the bidder in the BD (if any);</p> <p>c) Key personnel:</p> <p>The bidder is not allowed to replace the key personnel proposed in the BD or those who have already been replaced once in accordance with Clause 2, Article 29 of Decree No. 214/2025/ND-CP, except in cases where the BD evaluation period exceeds the schedule set out in the bidder selection plan or due to force majeure that prevents the proposed key personnel from participating in contract performance. In such cases, the bidder is permitted to replace the personnel with others, but the replacement personnel must have qualifications, experience, and capabilities equivalent to or higher than those of the originally proposed personnel, and the bidder is not allowed to adjust the bid price;</p> <p>d) Issues arising during the bidder selection process (if any) with the aim of finalizing the detailed contents of the package.</p> <p>e) Other necessary contents.</p> <p>30.5. During the contract negotiation process, the parties involved shall finalize the draft contract documents; including specific conditions of the contract, and contract appendices, including detailed lists of the scope of work, price schedules, and implementation schedules (if any).</p> <p>30.6. In cases where the Bidder participates in the contract negotiation but fails to conduct the negotiation in accordance with the principles and contents specified in Sections 30.3 and 30.4, or has conducted the negotiation but does not sign the contract negotiation minutes with the intention of</p>
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	<p>withdrawing from the award or causing disadvantages to the Employer , the Bidder shall be disqualified and shall not be refunded the bid security value.</p> <p>30.7. The Bidder has the right to refuse contract negotiation and shall be refunded the bid security value in cases where the Employer fails to conduct the negotiation in accordance with the principles and contents specified in Sections 30.3 and 30.4.</p> <p>30.8. In cases where the negotiation is unsuccessful, the Employer shall consider and decide to invite the next-ranked bidder for negotiation.</p> <p>30.9. In cases where negotiations with the next-ranked bidders are unsuccessful, the Employer shall consider and decide to cancel the bidding process in accordance with Point a, Section 32.1 of the ITB.</p> <p>30.10. In cases where, due to objective reasons or force majeure, the Bidder is unable to negotiate the contract directly with the Employer , the Employer may consider conducting negotiations online.</p>
31. Conditions for consideration of bid winning	<p>The Bidder shall be considered for contract award recommendation when he meets all the following conditions:</p> <p>31.1. Possess a valid BD as specified in Section 1, Chapter III. In the event that, at the time of bid award evaluation, the bidder is temporarily suspended or terminated from participating in the System, the Employer shall require the bidder to restore their participation status in order to be considered for bid award;</p> <p>31.2. Demonstrate the capacity and experience meeting the requirements as specified in Section 2, Chapter III;</p> <p>31.3. Provide a technical proposal meeting the requirements as specified in Section 3, Chapter III;</p> <p>31.4. There is a negative discrepancy of no more than ten percent (10%) of the total Bid Price.</p> <p>31.5. Comply with the conditions as stipulated in the BDS;</p> <p>31.6. Offer a proposed bid price (inclusive of taxes, fees, and charges, if applicable) that does not exceed the approved package price.</p>
32. Bid cancellation	<p>32.1. Cases of bid cancellation include:</p> <p>a) All BD fail to meet the requirements of the RFP;</p>

	<p>b) Changes in objectives or investment scope in the approved investment decision for the project, or changes in procurement objectives or scope for the procurement estimate due to administrative unit reorganization, restructuring of state apparatus, and other force majeure circumstances that result in changes to the volume of work and evaluation criteria stated in the RFP;</p> <p>c) The RFP do not comply with the provisions of the Bidding Law and other relevant legal regulations, leading to the selected bidder being unable to meet the requirements for performing the package.</p> <p>d) Organizations or individuals other than the winning bidder commit prohibited acts as stipulated in Article 16 of the Law on Bidding, resulting in distortion of the bidder selection results;</p> <p>e) Bid cancellation as prescribed in Clause 5, Article 42 of the Bidding Law.</p> <p>32.2. Organizations or individuals violating legal provisions on bidding, leading to bid cancellation as specified in Points c and d, Section 32.1 of the ITB, shall compensate related parties for incurred costs and be subject to legal penalties as prescribed by law.</p> <p>32.3. In cases of bid cancellation as stipulated in this Section, within 05 working days, the Employer must return or release the bid security for bidders who have submitted the original bid securities, except in cases where the bidder violates regulations leading to non-refund of the bid security value as prescribed in Clause 9, Article 14 of the Bidding Law.</p>
33. Bidder selection result notification	<p>33.1. The Employer shall publish the notification of bidder selection results on the System along with the BD evaluation report within 05 working days from the date of approval of the bidder selection results. The content of the notification of bidder selection results is as follows:</p> <p>a) Information on the Package:</p> <ul style="list-style-type: none"> - Invitation for Bid No.; - Name of Package; - Approved package price or estimate (if any); - Name of Employer ; - Method of bidder selection; - Type of Contract; - Duration of package execution;

	<p>b) Information regarding the winning bidder:</p> <ul style="list-style-type: none"> - Tax code; - Name of the bidder; - Bid price; - Bid price after discount (if applicable); - Technical specifications (if applicable); - Evaluated price (if applicable); - Winning bid price; - Duration for package execution; - Contract execution period. <p>c) List of unsuccessful bidders and Summary of reasons for their non-selection.</p> <p>33.2. In case a bidder requests an explanation of the specific reasons for not being awarded the contract, the bidder shall submit a request to the Employer or meet directly with the Employer. The Employer is responsible for responding to the bidder's request within 02 working days from the date of receipt of the bidder's request.</p> <p>33.3. In cases of bid cancellation as stipulated in point a, Section 32.1 of the ITB, the notification of bidder selection results and the information published on the System must clearly state the reasons for the cancellation.</p>
<p>34. Adjustment of the quantity of goods and services</p>	<p>34.1. At the time of contract award, the Employer has the right to increase or decrease the quantity of goods and services specified in Chapter IV, provided that such adjustment does not exceed the percentage specified in the BDS and does not involve any changes to the unit prices or other terms and conditions of the BD and the RFP. The percentage of increase or decrease in quantity shall not exceed 10%.</p> <p>34.2. Optional Additional Purchase:</p> <p>Prior to the expiration of the contract, the Employer may agree with the bidder to purchase additional quantities of goods and services under the package beyond the quantities specified in Chapter IV, provided that such additional quantities do not exceed the percentage specified in the BDS and comply with the provisions of Clause 8, Article 39 of the Bidding Law. The additional work must be similar to the work specified in the signed contract and must have established unit prices. These additional quantities of goods</p>

	and services shall not be used to evaluate the Bidder's capacity or experience. For joint venture bidders, the allocation of responsibilities for executing the additional quantities under the option to purchase shall follow the work-sharing ratio specified in the signed contract, unless otherwise agreed upon by the parties.
35. Notification of Bids acceptance and Award of Contract	After the Employer publishes the notification of bidder selection results, the Employer shall send the Notification of Bid Acceptance and Contract Award through the System, including requirements on measure of Performance security, completion time, and contract signing in accordance with Form No. 16, Section 4, to the winning bidder. The Notification of Bid Acceptance and Contract Award constitutes part of the contract documentation. In the event that the winning bidder fails to complete the contract signing or submit the performance security within the timeframe specified in the Notification of Bid Acceptance and Contract Award, the bidder shall be disqualified and the bid security value shall not be refunded as stipulated in Section 18.5 of the ITB. The timeframe specified in the Notification of Bid Acceptance and Contract Award shall be calculated from the date the Employer sends such notification in writing or via email to the winning bidder.
36. Conditions for signing Contract	<p>36.1. At time of signing Contract, the Bidder's BD must be in valid.</p> <p>36.2. At the time of contract signing, the winning bidder must ensure compliance with the technical and financial capacity requirements to execute the contract package as specified in the RFP. In the event that the bidder no longer meets the basic technical or financial capacity requirements set forth in the BD, the Employer shall refuse to sign the contract with such bidder. The Employer shall cancel the previously approved Bidder Selection Decision, the Notification of Bid Acceptance and Contract Award, and the Contract Award, and shall invite the next-ranked bidder to negotiate the contract (if any).</p> <p>36.3. The Employer must ensure the conditions for advance payment, payment funds, and other necessary conditions to implement the contract package in accordance with the approved schedule.</p>
37. Contract Performance Security	37.1. The winning bidder shall provide a contract performance security either prior to or simultaneously with the effectiveness of the contract, in accordance with Section

	<p>5 the GCC of Chapter VI. In the case of using a performance guarantee letter, the template specified in Part 4 or another form approved by the Employer must be used.</p> <p>37.2. The Bidder shall not be entitled to the return of the contract performance guarantee in the following cases:</p> <ul style="list-style-type: none"> a) Refuse to perform contract in cases that it is valid; b) Violate agreements in the contract; c) Delay in contract performance caused by the bidder's own fault while refusing to extend the validity of the performance security. <p>37.3. In the event that the winning bidder fails to submit the performance security or fails to sign the contract, the Employer may cancel the Bidder Selection Result and invite the next-ranked bidder to negotiate the contract.</p>
38. Resolution of protests regarding bidding	<p>When their lawful rights and interests are affected, the Bidder, agency, or organization is entitled to lodge a protest to the Employer to review issues during the contractor selection process and the results of the contractor selection.</p> <p>In the event of lodging a protest to the Employer, the Bidder shall submit the protest directly via the System or send the protest to the address specified in the BDS.</p>
39. Correction of Errors and Adjustment of Discrepancies	<p>39.1. Correction of errors refers to the rectification of mistakes in the BD, including arithmetic errors and other types of errors, carried out in accordance with the following principles:</p> <ul style="list-style-type: none"> a) Arithmetic errors include, but are not limited to, errors arising from incorrect calculations of addition, subtraction, multiplication, or division when determining the bid price. For contracts with fixed unit prices, adjustable unit prices, time-based contracts, cost-plus-free contracts, output-based contracts, and percentage-based contracts, in cases where there is inconsistency between the unit price and the total amount, the unit price shall serve as the basis for error correction; if the unit price is found to have abnormal discrepancies due to decimal errors (e.g., 10 times, 100 times, 1,000 times), the total amount shall be served as the basis for error correction; b) In cases where the total value of items is incorrect due to errors in adding or subtracting the values of individual items,

	<p>the values of the items shall be served as the basis for error correction;</p> <p>c) In cases of inconsistency between the bid price in figures and the bid price in words, the bid price in words shall serve as the basis for error correction, except where the bid price in words is meaningless; in cases where the bid price in words contains arithmetic errors, the bid price in figures shall serve as the basis for error correction after being adjusted (if applicable) in accordance with points a and b of clause 39.1;</p> <p>d) If the "total amount" column has been fully filled with values but lacks corresponding unit prices, the unit price shall be determined by dividing the total amount by the quantity. If the unit price is provided but the "total amount" column is left blank, the value in the "total amount" column shall be determined by multiplying the quantity by the unit price. If a particular item has both unit price and total amount filled in but the quantity is left blank, the missing quantity shall be determined by dividing the value in the "total amount" column by the unit price of that item. In cases where the quantity determined by this principle differs from the quantity specified in the RFP, the discrepancy shall be considered a deviation in the scope of supply and shall be adjusted in accordance with clause 39.2;</p> <p>e) Errors in unit of measurement: Correct to align with the requirements of the RFP.</p> <p>39.2. Adjustment of discrepancies in the scope of supply:</p> <p>a) Discrepancies in the scope of supply:</p> <p>In cases where the bidder lists the items of work as required in the RFP but does not provide the bid unit prices and total amounts for one or more items of work, such omissions shall be considered as a deficiency and shall be adjusted in accordance with the provisions of point b of this Clause for the purpose of comparison and ranking of BD.</p> <p>In cases where the items of work specified in the RFP are not listed in the bidder's bid price schedule, it shall be considered as an omission in the BD and shall be adjusted in accordance with the provisions of point b of this clause for the purpose</p>
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	<p>of comparison and ranking of BD. If items of work specified in the RFP that are listed in the bidder's bid price schedule but have quantities less or more than those required in the RFP should be considered as under-quoted or over-quoted items and shall be adjusted in accordance with the provisions of point b of this Clause.</p> <p>b) Adjustment of excess or deficiency in the scope of supply:</p> <p>In cases where the bidder's BD lacks one or several work items as specified in point a of this Clause and does not include unit prices for these items, the highest unit price offered for such items among other BD that have passed the technical evaluation stage shall be used as the basis for adjustment of discrepancies. If no unit price is available in the bids passing the technical evaluation stage, the unit price in the package estimate shall be used as the basis for adjustment of discrepancies. If there is no package estimate, the unit price derived from the package price formation shall be used for adjustment of discrepancies and as the basis for comparison and ranking of bidders. The adjustment of deficiencies is solely for the purpose of comparison and ranking of BD.</p> <p>In cases where the bidder's bid offers a quantity less than the requirements specified in the RFP, the value of the under-offered work shall be added based on the corresponding unit price in the BD.</p> <p>In cases where the bidder's BD offers a quantity exceeding the requirements specified in the RFP, the value of the over-offered work shall be deducted based on the corresponding unit price in the BD.</p> <p>39.3. In cases where the bidder has submitted a discount letter, the correction of errors and adjustment of discrepancies shall be carried out based on the bid price before deducting the discount value. The percentage (%) of the missing discrepancy shall be determined based on the bid price stated in the Letter of Bid.</p> <p>39.4. Application of unit prices for missing discrepancies for the first-ranked bidder:</p>
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	<p>In cases where the bidder's BD contains missing discrepancies after adjusting discrepancies in accordance with the provisions of point b, Clause 39.2, the bidder remains ranked first, and the BD of this bidder does not include unit prices for the missing discrepancies, the proposed winning unit price for the missing discrepancies shall be determined in the following order of priority: the lowest corresponding unit price among the bids that passed the technical evaluation stage, the unit price in the package estimate, or the unit price forming the package price (in cases where there is no package estimate).</p> <p>39.5. After correcting errors, adjusting discrepancies, and applying unit prices for the deficient discrepancies in accordance with the provisions of Clauses 39.1, 39.2, 39.3, and 39.4, the Employer must notify the bidder in writing regarding the correction of errors, adjustment of discrepancies, and application of unit prices to the bidder's BD. Within 03 working days from the date of receipt of the Employer 's notification, the bidder must provide a written response to the Employer regarding the acceptance of the results of error correction, discrepancy adjustment, and unit price application as per the Employer 's notification. In the event that the bidder does not agree with the results of error correction, discrepancy adjustment, and unit price application as notified by the Employer, the bidder's BD shall be disqualified, except in cases where the Employer 's error correction, discrepancy adjustment, and unit price application are inappropriate or inaccurate.</p>
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Chapter II. BID DATA SHEET

ITB 1.1	<p>Name of Employer: Bank for Investment and Development of Vietnam Insurance Joint Stock Corporation</p> <p>+ Address: 11th floor, Buiding No. 263 Cau Giay Street, Cau Giay Ward, Hanoi, Vietnam.</p> <p>+ Tel.: 84 - 024.22200282.</p> <p>+ Email: qlda.bic@bidv.com.vn</p>
ITB 1.2	<p>Name of Package: Procurement and Implementation of Insurance Core System</p> <p>Name of Project: Insurance Core System Transformation</p>
ITB 3	<p>Capital source: Sourced from BIC's business capital.</p>
ITB 5.1 (c)	<p>Ensuring competitiveness in bidding according to the following provisions:</p> <ul style="list-style-type: none"> - Bidders participating in the bidding process shall not hold more than 30% of shares or contribute capital in the following entity: BIDV Insurance Corporation (BIC). + In case the bidder and the Employer are parent companies, subsidiaries, or member companies within a state-owned economic group or state-owned corporation, the bidder is permitted to participate in the Employer 's bidding package if the products or services in the package fall within the primary business lines of the state-owned economic group or state-owned corporation. + In casa the bidder is a public non-business unit, the bidder may participate in the bidding process if it does not belong to the same agency or organization directly managing the Employer , except in cases where the bidder is a public non-business unit under a state management agency with assigned functions and tasks that align with the nature of the bidding package of that state management agency; or public non-business units under the same directly managing agency are treated accordingly. + Public non-business units and enterprises under the same direct managing agency, or contributing capital to each other when participating in bidding for each other's packages, are not required to meet the requirements on legal and financial independence between the bidder and the Employer . - Bidders participating in the bidding must not hold shares or contribute capital with consulting contractors; must not jointly hold shares or contribute capital exceeding 20% of an organization or

	<p>individual with each party, specifically as follows:</p> <ul style="list-style-type: none"> + Consultant for preparing the RFP: PwC (Vietnam) Co., Ltd.; + Consultant for appraising the RFP: Center for Procurement Support under the Procurement Management Department, Ministry of Finance; + Consultant for evaluating the Bids: BIDV Insurance Corporation; + Consultant for appraising Bidder selection results: Center for Procurement Support under the Procurement Management Department, Ministry of Finance; <p>Bidders participating in the bidding process shall not belong to the same agency or organization directly managing the consulting contractor (as mentioned above).</p> <p>The shareholding ratio or capital contribution among the parties shall be determined at the time of bid closing time and based on the ratio recorded in the enterprise registration certificate, establishment decision, or other equivalent documents.</p> <p>In cases where the bidder participates in the bidding as a joint venture or the consulting contractor is selected as a joint venture, the capital ownership ratio of other organizations or individuals within the joint venture shall be determined according to the following formula:</p> $\text{Capital ownership ratio} = \sum_{i=1}^n X_i \times Y_i$ <p>Where:</p> <p>X_i: Ownership ratio of other organizations or individuals in the i-th joint venture member;</p> <p>Y_i: Percentage (%) of the work volume of the i-th joint venture member as specified in the joint venture agreement;</p> <p>n: Number of members participating in the joint venture.</p> <p>- Domestic bidders falling under the provisions of point g, Cause 1, Article 10 of the Bidding Law, when offering products manufactured by such bidders, are not required to comply with the competition assurance requirements stipulated in this Section.</p>
ITB 7.5	Pre-tendering meeting: None.
ITB 8	<p>Bid Submission Fee: VND 50.000.000 (in words: Fifty million Vietnamese dong)</p> <p>1. BIC's Payment Information:</p>

	<p><u>Beneficiary:</u> BIDV INSURANCE CORPORATION <u>Account No.:</u> 1200181200 (VND) <u>Bank:</u> BANK FOR INVESTMENT AND DEVELOPMENT OF VIETNAM – TRANSACTION OFFICE 1BRANCH (SWIFT CODE: BIDVVNVX) <u>Address:</u> Vincom Tower 191 Ba Trieu Street, Hai Ba Trung Ward, Hanoi, 100000</p> <p>2. Bidders shall provide the following information to qlda.bic@bidv.com.vn to receive the electronic invoice:</p> <ul style="list-style-type: none"> - Company name; - Address; - Tax code (if any); (<i>Note: Tax code issued by the Vietnamese tax authority</i>); - Email: Email address to receive the electronic invoice.
ITB 10.9	<p>Bidders shall submit the following documents along with the BD:</p> <ul style="list-style-type: none"> - The Bidders must provide a proposal regarding the infrastructure supporting the Core Insurance System software;
ITB 12.1	<p>Bidders are not allowed to submit alternative technical proposals.</p>
ITB 13.5	<p>Bid price:</p> <ul style="list-style-type: none"> - According to Form No. 12.2A, 13A in Chapter IV. <p>In the price schedule, the Bidder must analyze the components constituting the bid price and provide quotations for the items of the bid price in accordance with the content of Chapter V of the RFP. Specifically, as follows:</p> <ul style="list-style-type: none"> - The Bidder must include in the bid price all of its costs, including but not limited to the costs specified in Chapter V of the RFP, management costs, various taxes, insurance fees, inspection fees for imported software (if applicable), transportation costs or transportation-related costs, pre-use software inspection costs, and other expenses within the total value of each item as per the above-mentioned forms. - The bidder must quote prices for all work items within the scope of the package. - The Bidder must quote the unit price and the total bid price for each item and for the total package excluding taxes, fees, and other charges (if any).

	<ul style="list-style-type: none"> - The bid price excluding taxes, fees, and charges, shall be used to determine the evaluated price during the financial evaluation in Section 4, Chapter III. - Value Added Tax (VAT), Special Consumption Tax (SCT), and other taxes, fees, and charges (if any) payable in the event the contract is awarded to the Bidder. - Fully quote all transportation costs, insurance, and other transportation-related costs; - Fully quote all costs for accompanying related services required to execute the package. <p>The bidder must quote prices for maintenance services in accordance with Form No. 14, Chapter IV – Bid Forms.</p> <p>The bid price does not include the price of maintenance services. The price of maintenance services will be used to determine the evaluated price during the financial evaluation.</p>
ITB 14.1	<ul style="list-style-type: none"> - Currency of Bid: United States Dollar (USD) and Viet Nam Dong (VND). <p>For the portion of the bid price quoted in United States Dollar (USD), the Bidder must provide evidence of the scope of work utilizing the foreign currency, accompanied by a detailed breakdown of the work items and their corresponding foreign currency values, ensuring the principle that a specific work item is quoted in a single currency only.</p> <p>Domestic costs must be quoted in Viet Nam Dong (VND).</p> <ul style="list-style-type: none"> - Currency of Payment: The currency of payment shall be USD and VND, corresponding to the currencies quoted by the Bidder for the respective work items. Domestic costs shall be paid only in VND. - Currency for Evaluation and Comparison: The currency used to convert all bid prices from various currencies into a single currency (the conversion currency) for the purpose of bid evaluation and comparison shall be VND, using the first selling exchange rate published by the Joint Stock Commercial Bank for Investment and Development of Vietnam (BIDV) on the date of bid closing.
ITB 15.5	<p>Expected shelf life of goods: Permanent;</p> <p>Warranty period: 1 year;</p>

	Maintenance period: Optional , based on the content of the Bidder's quotation for maintenance services according to Form No. 14.
ITB 16.2	<p>Requirements for documentation to demonstrate the bidder's capability to execute the contract.</p> <p>Bidders participating in the bidding process must provide a sales license, a sales authorization from the manufacturer or distributor, a partnership certificate, or a commitment letter for technical support and warranty from the manufacturer or distributor, or other equivalent documents.</p> <p>The absence of the above-mentioned documents shall not be grounds for disqualifying the bidder. The bidder will still be considered, evaluated, and reviewed for contract award. In the event the bidder is awarded the contract, the contractor must present the above documents prior to contract signing and shall bear responsibility for the accuracy of the documents and information provided. Should the bidder fail to present these documents for contract signing, the next-ranked bidder will be invited for contract negotiation.</p>
ITB 17.1	The validity period of the Bids is at least 210 days from the bid closing time.
ITB 18.2	<p>Contents of Bid Security:</p> <ul style="list-style-type: none"> - Value of Bid security: VND 1.571.000.000 (<i>In word: One billion five hundred seventy one million Vietnamese dong</i>) or \$ 60.000 (<i>In words: Sixty thousand US dollars</i>) - The bid security shall be valid for a minimum period of 240 days from the bid closing time.
ITB 18.4	Bid security of bidders who are not selected shall be refunded or released no later than 14 days from the date the bidder selection result is approved.
ITB 19.1	<ul style="list-style-type: none"> - Number of originals of BD: 01 - Number of copies of BD: 02 <p>Bidders must submit soft copies of the BD on an external storage device (USB).</p>
ITB 19.6	<ul style="list-style-type: none"> - Number of originals of AMENDING BIDDING DOCUMENTS: 01 - Number of copies of AMENDING BIDDING DOCUMENTS:

	<p>02</p> <p>Bidders must submit soft copies of the AMENDING BIDDING DOCUMENTS on an external storage device (USB).</p>
ITB 21.2	<p>The bid opening will be conducted publicly at 09:30 AM on 02 March 2026, at the following location:</p> <p>Meeting Room No. 01, 11th Floor, 263 Cau Giay Street, Cau Giay Ward, Hanoi City.</p>
ITB 23.4	<p>The Bidder is permitted to proactively submit documents to the Employer for the clarification of their Bid within five (05) days from the date of the bid closing time.</p>
ITB 28.4	<p>Method of calculating preferences: __</p> <p>a) Preferences for goods originating from Vietnam with a domestic production cost ratio of less than 50% and no goods with a domestic production cost ratio of 50% or more are determined as follows:</p> <p>“Goods not eligible for preferences shall have an additional amount equal to 7.5% of the bid price minus any discount value (if any) of such goods to the evaluated bid price of the bidder for comparison and ranking”;</p> <p>In cases where the bidder offers goods originating from Vietnam with a domestic production cost ratio of less than 50%, and the manufacturing facility employs at least 50% of its workforce as persons with disabilities, war invalids, or ethnic minorities under labor contracts with a duration of at least 3 months, and such contracts remain valid at the time of bid closing, the preference coefficient of 10% shall apply instead of the preference coefficient of 7.5%.</p> <p>b) Preferences for goods originating from Vietnam with a domestic production cost ratio of 50% or more are determined as follows:</p> <p>“Goods not eligible for preferences shall have an additional amount equal to 10% of the bid price minus any discount value (if any) of such goods to the evaluated price of the bidder for comparison and ranking. Goods eligible for preferences with a domestic production cost ratio of less than 50% shall have an additional equal to 2.5% of the bid price minus any discount value (if any) of such goods to the evaluated price of the bidder for comparison and ranking. Goods originating from Vietnam with a domestic production cost ratio of less than 50%, where the production facility employs at least 50% of its workforce as persons with disabilities, war invalids, or ethnic minorities under labor contracts with a duration of at least 3 months, and such contracts remain valid at the time of</p>

	<p>bid closing, shall not be required to add any amount to the evaluated price of the bidder for comparison and ranking;</p> <p>In cases where the bidder offers goods originating from Vietnam with a domestic production cost ratio of 50% or higher, and the production facility employs at least 50% of its workforce as persons with disabilities, war invalids, or ethnic minorities under labor contracts with a duration of at least 3 months, and such contracts remain valid at the time of bid closing, the preference coefficient of 12% shall apply instead of the preference coefficient of 10%.</p> <p>c) Preferences for goods that are innovative products originating from Vietnam, products specified at Point i, Clause 1, Article 10 of the Bidding Law are determined as follows:</p> <p>“Goods not eligible for preferences shall have an additional equal to 15% of the bid price minus any discount value (if any) of such goods to the evaluated price of the bidder for comparison and ranking; Goods eligible for preferences with a domestic production cost ratio of less than 50% shall have an additional equal equal to 7.5% of the bid price minus any discount value (if any) of such goods to the evaluated price of the bidder for comparison and ranking; Goods eligible for preferences with a domestic production cost ratio of 50% or higher shall have an additional equal equal to 5% of the bid price minus any discount value (if any) of such goods to the evaluated price of the bidder for comparison and ranking”.</p> <p>For goods that are not innovative products originating from Vietnam, products specified at Point i, Clause 1, Article 10 of the Bidding Law, in cases where the bidder offers goods originating from Vietnam with a domestic production cost ratio of less than 50%, the preference coefficient of 15% shall be replaced with 7.5%. For goods originating from Vietnam with a domestic production cost ratio of 50% or more, the preference coefficient of 15% shall be replaced with 10%.</p> <p>d) Innovative products shall be eligible for preferences as specified at Point c of this Clause when meeting one of the following conditions:</p> <ul style="list-style-type: none"> - Products is included in the listed of high-tech products prioritized for investment or encouraged development by the Prime Minister; - Products or goods resulting from special domestic science, technology, and innovation task, or from other domestic science,
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	<p>technology, and innovation tasks under applicable law;;</p> <ul style="list-style-type: none"> - Products has won the Ho Chi Minh Award or the State Science and Technology Award as prescribed by the law on commendation and reward, and the law on science, technology, and innovation; - Products newly created from research and development results at one of the facilities of the National Innovation Center, national-level innovation centers, or provincial-level innovation centers; - Products newly created from research and technological development results as prescribed by the law on technology transfer. <p>Innovative products specified in this Clause shall be eligible for preferences for a period of 6 years from the first time they are produced and meet the conditions for market introduction.</p>
ITB 29.1	<p>The method for evaluating BD is as follows:</p> <ul style="list-style-type: none"> a) Assessment of capacities and experiences: Pass/Fail. b) Technical evaluation: Using scoring criteria with a scale of 1000 points c) Financial evaluation: Evaluated price method.
ITB 29.3	<p>Bidder Ranking:</p> <ul style="list-style-type: none"> a) The bidder with the lowest evaluated price shall be ranked first. b) If two or more bidders have the same evaluated price, the selection of the winning bidder shall comply with Clause 18, Article 140 of Decree No. 214/2025/ND-CP regarding Handling of Situations in Online and Offline Bidding.
ITB 31.4	The bidder with the lowest evaluated bid price shall be ranked first.
ITB 34.1	<p>Maximum increase in contract quantity:10%;</p> <p>Maximum decrease in contract quantity:10%.</p>
ITB 34.2	Option for Additional Purchase: Not applicable
ITB 38.1(b)	<ul style="list-style-type: none"> - Authorized Person: General Director – BIDV Insurance Corporation (BIC) <ul style="list-style-type: none"> + Address: 11th floor, Building No. 263 Cau Giay Street, Cau Giay Ward, Hanoi, Vietnam. + Tel.: 84 - 024.22200282 + E-mail: qlda.bic@bidv.com.vn

Chapter III. BD EVALUATION CRITERIA

Section 1. Verification and evaluation of validity of BD

1.1. Verification of BD Validity:

- a) Check number of originals and copies of BD;
- b) Check the components of the original of BD including: the Letter of Bid, Joint Venture Agreement (if any), documents proving the legality of the signatory (if any); bid security; documents proving legal status; documents demonstrating capacities and experiences; technical proposals; financial proposals; and other components of the Bids as stipulated in Section 10 of the ITB;
- c) Checking the consistency between contents in the originals and copies to serve the evaluation of BD.

The verification of the BD shall not be a reason for bid disqualification.

1.2. Evaluation of validity of BD:

Bidder's BD shall be considered valid when fully satisfying the following contents:

- a) Original BD are available;
- b) There is a bid letter within the BD signed and sealed (if applicable) by the legal representative of the bidder in accordance with the requirements of the RFP; the Letter of Bid must be signed after the issuance date of the RFP; the Bid must not propose different bid prices or include conditions unfavorable to the Employer . For joint venture bidders, the Letter of Bid must be signed and sealed (if applicable) by the legal representative of each member of the joint venture or by the member assigned to represent the joint venture in accordance with the responsibilities outlined in the joint venture agreement;
- c) Validity of the Bids must comply with the requirements stipulated in Section 17 of the ITB;
- d) The bid security must not violate any of the provisions specified in Section 18.3 of the ITB. The guarantee letter must be signed and sealed (if applicable) by the legal representative of a domestic credit institution or a branch of a foreign bank established under Vietnamese law, or the insurance guarantee certificate must be signed and sealed (if applicable) by the legal representative of a domestic non-life insurance enterprise or a branch of a foreign non-life insurance enterprise established under Vietnamese law, with the guarantee value, validity period, and beneficiary entity meeting the requirements of the RFP (for electronic bid securities, they must be digitally signed). The guarantee

letter or insurance guarantee certificate must not be issued before the Employer issues the RFP; it must not include conditions unfavorable to the Employer (including failure to meet the commitments stipulated in Form No. 04A and Form No. 04B, Chapter IV). For bid securities or insurance guarantee certificates in paper form, in cases where there is a discrepancy between the bid security information declared in the BD and the information in the original guarantee letter, the evaluation shall be based on the information in the original guarantee letter. For joint venture bidders, all members of the joint venture must use the same form of bid security: either electronic bid security or paper-based bid security;

- e) In the case of a joint venture bidder, the joint venture agreement must clearly specify the specific scope of work and the estimated corresponding value that each member of the joint venture will perform, in accordance with Form No. 03, Chapter IV. The division of work within the joint venture must be based on the items listed in the bid price schedule according to Form No. 12.2A, Form No. 13A, Chapter IV, or according to the tasks in the bid price schedule, and must not include tasks outside these items;
- f) The Bidder is not listed in two or more BD either as an independent bidder or as a member of a joint venture;
- g) The bidder must ensure eligibility in accordance with the provisions of Section 5 of the ITB;
- h) Within three years prior to the bid closing date, the bidder must not have any personnel (who signed labor contracts with the bidders at the time the personnel committed the violation) convicted by a court for violations of procurement regulations causing serious consequences under the provisions of criminal law, aimed at enabling the bidder to win the bid;
- i) Not in a state of being temporarily suspended or terminated from participation in the System (if applicable).

Bidders with valid BD shall be considered and further evaluated for capacities and experiences.

Section 2. Criteria for evaluation of capacities and experiences

2.1. Criteria for evaluation of capacity and experience

The evaluation criteria for capacity and experience shall be implemented in accordance with the provisions of Table 01 (Evaluation Criteria for Capacity and Experience). A bidder shall be considered meeting the requirements for capacity and experience when all evaluation items in Table 01 are assessed as “Pass”. The capacity and experience of subcontractors will not be taken into account when

evaluating the bidder's BD. The bidder itself must meet the criteria for capacity and experience.

In cases where the currency stated in similar contracts, payment confirmations from the Employer for completed goods supply contracts, tax declarations, or other relevant documents proving the bidder's capacity and experience is in VND, the bidder must convert it into VND when preparing the BD to serve as the basis for bid evaluation. The conversion shall be applied using the exchange rate announced as the first selling rate of the day by the Joint Stock Commercial Bank for Investment and Development of Vietnam (BIDV) on the date of signing the respective similar contract, as published on the website: <https://www.bidv.com.vn>.

In the case where the bidder participating in the tender is the parent company (e.g., Corporation) and mobilizes its subsidiaries or affiliated companies to perform part of the work in the package, the bidder must specifically declare the portion of work allocated to the subsidiaries or affiliated companies in accordance with Form No. 09B, Chapter IV. The evaluation of experience in executing similar contracts shall be based on the value and volume of work undertaken by the parent company, subsidiaries, or affiliated companies within the package.

In the event that the similar contract proposed by the bidder in the BD does not meet the requirements, the Employer shall request the bidder to supplement or replace it with another similar contract for evaluation in accordance with the provisions of Point b, Section 29.4 of the ITB.

Table No. 01

TABLE OF EVALUATION CRITERIA FOR CAPACITY AND EXPERIENCE

Criteria for capacity and experience			Mandatory requirements to comply with			Documents to be submitted
No.	Description	Requirements	Independent bidder	Joint venture bidders		
				Total number of joint venture members	Individual joint venture members	
1	History of Non-Performance of Contracts Due to Errors of the Bidder	From 01 January 2022 to the bid closing time, the bidder must not have any goods supply, EPC, EP, PC, or turnkey contracts uncompleted due to the bidder’s errors ⁽¹⁾ .	The requirements must be satisfied	Not applicable	The requirements must be satisfied	Form No. 07 The Bidder must carefully review and comply with the requirements of Form No. 07, including the <u>Notes</u> section.
2	Fulfillment of tax declaration and payment obligations	Tax declaration and payment obligations ⁽²⁾ for the most recent fiscal year prior to the bid closing have been fulfilled.	The requirements must be satisfied	Not applicable	The requirements must be satisfied	Commitment in the Letter of Bid and submission of documents as guided in Clause 2, <u>Notes Section</u>, Table No. 01.
3	Financial capacity					
3.1	Financial performance ⁽³⁾	The net asset value of the bidder in the most recent fiscal year prior to the bid closing date must be positive. (Net asset value = Total assets - Total liabilities)	The requirements must be satisfied met	Not applicable	The requirements must be satisfied	Form No. 08

Criteria for capacity and experience			Mandatory requirements to comply with			Documents to be submitted
No.	Description	Requirements	Independent bidder	Joint venture bidders		
				Total number of joint venture members	Individual joint venture members	
3.2	Average annual revenue (excluding VAT) ⁴⁾	<p>The average annual revenue (excluding VAT) of the independent bidder for the three most recent fiscal years prior to the bid closing date must have a minimum value of VND 104.694.589.313.</p> <p>For a joint venture, the total average annual revenue (excluding VAT) of all joint venture members for the three most recent fiscal years prior to the bid closing date must have a minimum value of VND 104.694.589.313.</p> <p><i>The conversion to VND for evaluation purposes shall be based on the exchange rate as of the last day of the corresponding fiscal year, calculated using the first selling rate announced by the Joint Stock Commercial Bank for Investment and Development of Vietnam (BIDV) on the same day, as published on the website https://www.bidv.com.vn.</i></p>	The requirements must be satisfied	The requirements must be satisfied	Not applicable	<p>Form No. 08</p> <p>The bidder submits Form No. 08 along with the documents required as specified in the <u>Notes section of Form No. 08</u>.</p>
4	Experience in Performing Similar Contracts for the Supply of Goods	<p>The bidder must have successfully completed at least one similar contract as the main bidder (independently or as a member of a joint venture) or as a subcontractor ⁽⁵⁾ within the period from January 1, 2020, to the bid closing date.</p> <p>In which a similar contract is defined as ⁽⁶⁾:</p> <p>- Similar Nature: Provision and/or</p>	The requirements must be satisfied	Not applicable	The requirements must be satisfied (the value of work completed by each member must correspond to the scope of	The bidder shall declare according to Form 05A and submit one of the following documents: a copy of the contract or a customer confirmation regarding the contract declared in accordance

Criteria for capacity and experience			Mandatory requirements to comply with			Documents to be submitted
No.	Description	Requirements	Independent bidder	Joint venture bidders		
				Total number of joint venture members	Individual joint venture members	
		implementation of a Non-Life Insurance Core System within the Vietnamese or international market; - Minimum Scale (Value) of completed contract: Minimum of VND 52.347.294.657 . <i>The time of conversion to VND for evaluation purposes shall be calculated on the date of signing the respective similar contract, using the first selling exchange rate published on that day by the Joint Stock Commercial Bank for Investment and Development of Vietnam (BIDV) on their official website (https://www.bidv.com.vn).</i>			work undertaken as declared in the joint venture's participation in this bidding package).	with the relevant details in Form 05A. The Bidder may submit additional contracts that meet the similar nature requirement, demonstrating experience in implementing an Insurance Core System with lines of business including but not limited to: health insurance, property and engineering insurance, marine insurance, and reinsurance.
5	Capability for warranty, maintenance, upkeep, repair, supply of replacement parts, or provision of other after-sales services	The bidder must demonstrate the ability to fulfill obligations related to warranty, maintenance, upkeep, servicing, repair, supply of replacement parts, or provision of other after-sales services through one of the following methods: - The Bidder submits a commitment letter confirming its capacity to independently fulfill warranty and maintenance obligations for the insurance Core system and provide after-sales	The requirements must be satisfied	The requirements must be satisfied	Not applicable	Commitment of the Bidder or contract or documentation to substantiate the establishment of a legal entity in Vietnam (headquarters, branch, representative office, or equivalent).

Criteria for capacity and experience			Mandatory requirements to comply with			Documents to be submitted
No.	Description	Requirements	Independent bidder	Joint venture bidders		
				Total number of joint venture members	Individual joint venture members	
		services as required by the RFP. - The Bidder provides a signed contract with an entity capable of fulfilling warranty and maintenance obligations for the insurance Core system and providing after-sales services as required by the RFP. - The Bidder, either independently or with at least one member of a joint venture, submits documentation proving the existence of a legal entity in Vietnam (headquarters, branch, commercial representative office, or equivalent) to ensure the ability to fulfill warranty and maintenance obligations for the insurance Core system and provide after-sales services as required by the RFP.				

Notes:

(1) Contracts for the supply of goods, EPC, EP, PC, and turnkey projects deemed incomplete due to the bidder's errors include:

- Contracts for the supply of goods, EPC, EP, PC, and turnkey projects concluded by the Procuring Entity as incomplete, with no objection from the bidder;

- Contracts for the supply of goods, EPC, EP, PC, and turnkey projects concluded by the Procuring Entity as incomplete, not accepted by the Bidder, but subsequently determined by arbitration or a court ruled against the Bidder.

Contracts for the supply of goods, EPC, EP, PC, and turnkey projects deemed incomplete do not include contracts where the Procuring Entity's decision has been overturned through dispute resolution mechanisms. The determination of an incomplete contract must be based on all information regarding disputes or litigation resolved in accordance with the dispute resolution mechanism stipulated in the respective contract, and only when the Bidder has exhausted all possible avenues for appeal. Contracts delayed due to the Bidder's errors but ultimately completed shall not be considered incomplete contracts.

For a joint venture bidder, if only one or several members of the joint venture violate regulations and are prohibited from participating in bidding activities as stipulated in Clause 1, Article 133 of Decree No. 214/2025/ND-CP, the remaining members of the joint venture shall not be considered as having failed to fulfill the contract due to the bidder's errors. In cases where one or several members of the joint venture breach the contract, lose the capacity to continue performing the contract, and severely affect the progress, quality, and effectiveness of the package, only the violating members of the joint venture shall be deemed as having failed to fulfill the contract, while the remaining members shall not be considered as having failed to fulfill the contract due to the bidder's errors.

(2) The bidder shall provide documentation proving the fulfillment of tax declaration and payment obligations for corporate income tax (or personal income tax for bidders operating as business households) for the most recent fiscal year relative to the bid closing date, as follows:

The most recent fiscal year relative to the bid closing date is determined as follows: In cases where the bid closing date falls after the end of the bidder's fiscal year (Year Y) and on or before the last day of the third month from the end of Year Y, the requirement to fulfill tax declaration and payment obligations applies to the fiscal year preceding Year Y (Year Y-1) (*Example: If the bid closing date is March 20, 2024, and the bidder's fiscal year is from January 1 to December 31, the bidder must prove the fulfillment of tax declaration and payment obligations for the year 2022. If the bid closing date is November 15, 2024, the bidder must prove the fulfillment of tax declaration and payment obligations for the year 2023*).

For domestic bidders: provide documentation proving the fulfillment of tax

declaration and corporate income tax payment obligations (personal income tax for business households) for the most recent fiscal year relative to the bid closing date. Tax payment obligations mean payment of tax amount corresponding to the tax rate, taxable income, and taxable revenue as declared by the bidder on the Electronic Tax System (the amount of tax paid must correspond to the amount of tax payable). In cases where tax deferral, tax exemption, or tax reduction is granted under State policies, compliance must be in accordance with State regulations. Bidders are required to submit the following documents:

- + Self-declared tax finalization form (corporate income tax) with confirmation from the tax authority regarding the submission date of the declaration and the payment receipt with confirmation from the tax authority printed from the Electronic Tax System, or
- + Self-declared tax finalization form (corporate income tax) with confirmation from the tax authority regarding the submission date of the declaration and confirmation from the tax authority on the fulfillment of tax obligations (confirmation of total annual payment), or
- + Tax payment notice from the tax authority (for business households) and payment receipt with confirmation from the tax authority printed from the Electronic Tax System, or
- + Tax payment notice from the tax authority (for business households) and confirmation from the tax authority on the fulfillment of tax obligations (confirmation of total annual payment).

For foreign bidders:

- + Submit a commitment letter affirming responsibility for the accuracy regarding the bidder's fulfillment of tax declaration and payment obligations for the most recent fiscal year prior to the bid closing date; and
- + Provide supporting documents evidencing the bidder's fulfillment of tax declaration and payment obligations for the most recent fiscal year prior to the bid closing date.

(3) The determination of net asset value shall be based on the bidder's financial statements. In cases where the bid closing date falls after the end of the bidder's fiscal year (Year Y) and on or before the last day of the third month from the end of Year Y, the determination of the bidder's net asset value shall be based on the financial statements of the year preceding Year Y (Year Y-1).

For example: If the bid closing date is March 20, 2024, and the bidder's fiscal year ends on December 31, the determination of the bidder's net asset value shall be based on the financial statements of the year 2022.

For bidders who are business households, this criterion shall not be applied.

(4) In case the bidder has been established for fewer years than required in the RFP, the average annual revenue (excluding VAT) shall be calculated based on the number of years the bidder has been in operation. In such case, if the bidder's average annual revenue (excluding VAT) meets the value requirements specified in the RFP, the bidder shall still continue to be evaluated and not be disqualified.

For household business bidders, it is not mandatory to submit financial statements; however, the bidders must provide documents proving revenue corresponding to their tax obligations.

If the bid closing date falls after the end of the bidder's fiscal year (Year Y) and before or on the last day of the third month following the end of Year Y, the requirement to submit financial statements shall apply to the years preceding Year Y (Year Y-1, Year Y-2, etc.).

Example 1: If the bid closing date is March 20, 2024, the bidder's fiscal year ends on December 31, and the RFP require submission of financial statements for the three most recent years, the bidder must submit financial statements for the years 2020, 2021, and 2022.

Example 2: Average annual revenue (excluding VAT) for the three most recent fiscal years relative to the bid closing date. In this case, if the bid closing date is November 15, 2024, the bidder must submit financial statements for the years 2021, 2022, and 2023. If the bidder was established in 2022 but the average revenue for 2022 and 2023 meets the requirements, the bidder shall continue to be evaluated.

(5) For bidders in which the bidder participated as a joint venture member or subcontractor, only the value of the work performed by the bidder shall be taken into account.

(6) Scale of Similar Contracts:

The evaluation of the scale of similar contracts shall be based on the completed and accepted value, as follows:

In cases where similar goods items have been performed under different contracts (regardless of whether such contracts have been completed, are in progress, have not yet been accepted, or have not yet been liquidated), the value of each similar goods item executed must individually satisfy at least 50% of the value of the corresponding goods item in the bidding package under consideration. The values of similar goods items from multiple contracts shall not be aggregated to constitute a similar goods item exceeding 50% of the value of the corresponding item in the bidding package.

Specifically:

- A performed goods item shall be understood as part or the whole of a goods item that has been accepted within the stipulated time period, irrespective of the contract signing date. The point in time used to determine whether a

goods item has been performed shall be the **acceptance date**, not the contract signing date.

- A completed contract shall be understood as a contract under which all goods have been accepted or the contract has been liquidated. The point in time used to determine contract completion for the purpose of identifying a similar contract shall be the **acceptance date**, regardless of the contract signing date.

2.2. Standards for evaluation of key personnel:

The Bidder must provide detailed information regarding the proposed key personnel and their experience profiles in accordance with Forms 06A, 06B, 06C in Chapter IV.

Key personnel may be either employees of the Bidder or mobilized by the Bidder. In cases the key personnel declared by the bidder in the Bid do not meet the requirements or cannot demonstrate the ability to mobilize personnel (including cases where the key personnel have already been mobilized for other contracts with overlapping working hours with the implementation period of this Bidding package), the Employer allows the bidder to supplement or replace them. The Bidder is permitted to supplement or replace key personnel for each position only once within an appropriate period of time, but not less than 10 working days. In case the bidder does not have replacement key personnel who meet the requirements of the RFP, the bidder will be disqualified. In cases where the bidder intentionally declares untruthful key personnel in the Bid to distort the results of bidder selection, the bidder is not be allowed to replace other personnel, the Bidder's Bid will be disqualified and the bidder will be considered fraudulent according to the provisions in point b, Clause 4, Article 16 of the Law on Bidding and will be subject to penalties as prescribed in Clause 1, Article 133 of Decree No. 214/2025/ND-CP.

The Bidder is required to employ domestic labor for positions where domestic workers are qualified and are available, particularly for unskilled labor. Foreign workers may only be employed when domestic workers do not to meet the requirements.

Experience in similar works is demonstrated through the minimum number of years that personnel have performed comparable work or the minimum number of contracts completed in similar roles. The years of experience for key personnel are calculated from the time the personnel began performing such work until the bid closing date. The Bidder must provide detailed information about the proposed key personnel using Forms 06A, 06B, and 06C in Chapter IV to demonstrate that it have sufficient personnel for the key positions meeting the following requirements:

Table No. 03: Requirements on Key personnel

No.	Position	Quantity	Experience in similar works
I	Project Director		
1	Project Director	01	- Having at least 10 years of experience in the position of IT Project Director.

			<p>Or</p> <p>- From 2018 to the bid closing date, the candidate must have served as Project Director in at least two projects involving the implementation of Non-life Insurance Core System software in Vietnam or abroad.</p>
II	Professional staff		
2	BA Lead	02	<p>- Having at least 10 years of experience as a Head of non-life insurance operations analysis team.</p> <p>Or</p> <p>- From 2018 to the bid closing date, the candidates must have served as Project Director in at least two projects involving the implementation of Non-life Insurance Core System software in Vietnam or abroad.</p>
3	Project Manager	01	<p>- Having at least 10 years of experience in the position of IT Project Manager</p> <p>Or</p> <p>- From 2018 to the bid closing date, the candidate must have served as Project Director in at least one project involving the implementation of Non-life Insurance Core System software in Vietnam or abroad.</p>
4	Solution Architect	01	<p>- Having at least 10 years of experience as a Solution Architect for non-life insurance core systems</p> <p>Or</p> <p>- From 2018 to the bid closing date, the candidate must have served as a Solution Architect in at least one project involving the implementation of Non-life Insurance Core System software in Vietnam or abroad.</p>
5	Network Administrator	01	<p>- Having at least 10 years of experience as a Network Administrator</p> <p>Or</p> <p>- From 2018 up to the bid closing date, the candidate must have serve as a Network Administrator in at least one project implementing Core System software for an institution, company, enterprise, or organization in the financial sector such as banking, securities, or insurance, either in Vietnam or abroad.</p>
6	Test Lead	01	<p>- Having at least 06 years of experience serving in the position of Test Lead</p>

			<p>Or</p> <p>- From 2018 up to the bid closing date, the candidate must have serve as a Test Lead in at least one project implementing Core System software for an institution, company, enterprise, or organization in the financial sector such as banking, securities, or insurance, either in Vietnam or abroad.</p>
7	Data Architect	01	<p>- Having at least 10 years of experience serving in the position of Data Architect</p> <p>Or</p> <p>- From 2018 to the bid closing date, the candidate must have served as a Data Architect in at least one project involving the implementation of Non-life Insurance Core System software in Vietnam or abroad.</p>
8	Database Administration Expert	01	<p>- Having at least 10 years of experience serving in the position of Database Administration Expert</p> <p>Or</p> <p>- From 2018 up to the bid closing date, the candidate must have serve as a Database Administration Expert in at least one project implementing Core System software for an institution, company, enterprise, or organization in the financial sector such as banking, securities, or insurance, either in Vietnam or abroad.</p>
9	Developer	10	<p>- Having at least 3 years of experience serving in the position of Developer</p> <p>Or</p> <p>- From 2022 up to the bid closing date, the candidates must have serve as a Developer in at least one project implementing Core System software for an institution, company, enterprise, or organization in the financial sector such as banking, securities, or insurance, either in Vietnam or abroad.</p>
10	Business Analyst	6	<p>- Having at least 3 years of experience serving in the position of Business Analyst</p> <p>Or</p> <p>- From 2022 up to the bid closing date, the candidates must have serve as a Business Analyst in at least one project implementing Core System software for an institution, company, enterprise, or organization in the financial sector such as banking, securities, or insurance, either in Vietnam or abroad.</p>

11	Tester	6	<ul style="list-style-type: none"> - Having at least 3 years of experience serving in the position of Tester <p style="text-align: center;">Or</p> <ul style="list-style-type: none"> - From 2022 up to the bid closing date, the candidates must have serve as a Tester in at least one project implementing Core System software for an institution, company, enterprise, or organization in the financial sector such as banking, securities, or insurance, either in Vietnam or abroad.
12	System Operator	3	<ul style="list-style-type: none"> - Having at least 3 years of experience serving in the position of System Operator <p style="text-align: center;">Hoặc</p> <ul style="list-style-type: none"> - From 2022 up to the bid closing date, the candidates must have serve as a System Operator in at least one project implementing Core System software for an institution, company, enterprise, or organization in the financial sector such as banking, securities, or insurance, either in Vietnam or abroad.

Section 3. Criteria for technical evaluation

Based on the assessment of experience and capability, the Bidder meeting all the requirements set out in Section 2 above shall be considered and evaluated on technical aspects according to the following steps:

Step 1: The expert team will review and evaluate the documents provided by the Bidder to demonstrate the compliance of the Core Insurance System (CIS) and the CIS solution proposal developed by the Bidder in accordance with the requirements specified in Section 1, Chapter V: Technical Requirements.

Step 2: The expert team will score the technical solution provided by the Bidder using the Technical Scoring Table - applying a point-based scale. Each category will be scored based on the Bidder's responses. Scores will be assigned according to the Bidder's responses, ranging from N (Not Available) to S (Standard). The maximum score will be recorded in the Technical Scoring Table by summing up all the scores for each category and applying the ratio as outlined below. **The Bidder must achieve a minimum total score of 700 points (70%) to be invited to participate in the Proof of Concept (POC) for the solution.**

Step 3: The expert team shall consolidate the scores in the Technical Scoring Table. Bidders with the highest technical scores, achieving a total score of 700 points or more, and without any of the four categories of the Technical Scoring

Table- Business Requirements, Non-functional Requirements, Technology Requirements, and Deployment Service Requirements- scoring below the minimum required score for each respective category, shall be required to perform a Proof of Concept (PoC) to validate the accuracy of their compliance statements in the submitted responses. Based on the PoC results, the expert team may adjust the scores assigned to the requirements in the Technical Scoring Table for the bidders.

Step 4: Bidders with technical scores achieving a total score of 700 points or more, and without any of the four categories of the Technical Scoring Table-Business Requirements, Non-functional Requirements, Technology Requirements, and Deployment Service Requirements- scoring below the minimum required score for each respective category shall be eligible to proceed to the financial evaluation stage.

TECHNICAL SCORING TABLE

The RFP apply a scoring method based on a 1,000-point scale for technical requirements and other relevant requirements to evaluate the Bids.

Details are outlined in the following table:

No.	Valuation contents	Min score	Max score
I	Business Requirements	301	430
0	General Requirements		
1	Software Development		
2	Insurance Policy Management		
3	Appraisal		
4	Reinsurance		
5	Business Management		
6	Customer Management		
7	Payments		
8	Claims Management		
9	Financial & Accounting Functional Requirements		
II	Non-functional Requirements	39,2	56
1	Non-functional Requirements		
III	Technical Requirements	203	290
0	General Requirements		

1	Application Architecture		
2	Configuration		
3	Architecture and Integration Services and Messaging		
4	Portal / Channel Distribution / User Interface		
5	Data Architecture, Data Management and Data Services		
6	Reporting and Business Intelligence		
7	Security		
8	Infrastructure and Operations Services		
9	Hardware and Infrastructure Provisioning		
10	Other Capabilities Supporting Cloud Solution Deployment		
IV	Service Requirements	156,8	224
1	Deployment Services		
2	Post-Deployment Support Services		
3	Other Services		
	Total	700	1000

The detailed technical requirements for the items listed in the table above are specified in the Appendices of Chapter V: Technical Requirements:

a) Business Requirements

Refer to Appendix– Business Requirements

b) Non-Functional Requirements

Refer to Appendix – Non-Functional Requirements

c) Technical Requirements

Refer to Appendix - Technical Requirements

d) Service Requirements

Refer to Appendix – Service Requirements

Guidelines for responding to solution requirements.

A technical requirement specified in Chapter V falls into one of the following two categories for the Bidder's responses:

- Self-assessment by the Bidder, or

- Self-proposal/presentation by the Bidder (marked with an "X" in the column "Bidder's self-proposal/presentation requirement")
- The bidder must provide response to all requirements with an assigned ID number in column (3). For rows without an ID number, the bidder is not required to respond.
- For requirements under the category of bidder's self-proposal/presentation: the bidder shall complete the proposed/presented content in column (10) and is not required to provide response in column (8). The Bidder's proposal/presentation must meet the following requirements:
 - Must provide sufficient basis to demonstrate that the proposed content ensures maximum cost efficiency for BIC.
 - Clear reference to any case study in which the proposal has been applied, if applicable.
 - Clear, transparent, and detailed technical specifications (e.g., type, version, configuration, features, compliance with international standards, etc.) must be provided to enable the Procuring Entity to review and evaluate proposals during market surveys.
 - Proposals offering multiple options and providing comparative analysis of advantages and disadvantages between the options will be highly appreciated by the Procuring Entity.
 - The proposal must comply with the stated requirements.
- For Bidder self-assessment Requirements: The Bidder must declare the level of compliance for each requirement in column (8) using one of the following levels: "S," "W," "E," "C," or "N." Additionally, the Bidder must provide detailed explanations in column (9) regarding its self-assessment level. The Bidder may also provide detailed explanations in a separate document (e.g., screenshots, video clips, etc.), with reference numbers noted in column (9) for easy cross-reference by the Employer. If the Bidder only makes a declaration without providing a detailed explanation, the maximum score achievable will be limited to the next lower level. The explanation and illustrative images must demonstrate the completeness of the proposed solution and any advantages (if applicable). For the levels **W / E / C**, the Bidder must propose the quantity and timeline for performing adjustments or replacements.

Important:

Bidder who responds with “N” to requirements marked as Mandatory (M) in column (6) shall be disqualified.

Based on the level of detailed explanation provided by the contractor, the Investor will reassess the level of compliance with the requirements and assign scores for each requirement according to the following scale:

- S = (from 71% đến 100%) * requirement score
- W = (from 51% đến 70%) * requirement score
- E = (from 31% đến 50%) * requirement score
- C = (from 1% đến 30%) * requirement score
- N = 0 point

Explanation of Abbreviations

“S”- Standard: Applicable to Business Requirements, Technical Requirements, Non-Functional Requirements, and Service Requirements. The Bidder commits that the bidder's software system will fully meet the requirements, or that the bidder is fully prepared to provide the service to completely meet the requirement. The Employer will not incur any additional costs beyond the costs to be paid according to the bid-winning price proposed by the Bidder in the financial proposals.

“W”- Work Around: Applicable to Business Requirements, Technical Requirements, Non-Functional Requirements, and Service Requirements. The software system does not meet the requirements. The bidder presents and introduces a workaround solution based on the features of the existing software system to achieve similar results for the stated requirements. This workaround does not generate additional scope of work during the contract execution period. For Service Requirements, the bidder evaluates the feasibility of partially meeting the requirements and provides specific proposals on how the bidder can address them. The Employer is not required to pay any additional costs beyond the price proposed in the bidder's financial proposals.

“E”- Enhancement: Applicable to Business Requirements, Technical Requirements, and Non-Functional Requirements. The software system does not meet the requirements, and the bidder is researching to develop new features or upgrade the system to meet the requirements and commits to delivering these enhancements to the Employer without generating any additional scope of work during contract execution. The Employer is not required to pay any additional costs beyond the price proposed in the bidder's financial proposals.

“C”-Customization: Applicable to Business Requirements, Technical Requirements, and Non-Functional Requirements. The software system does not currently comply with the requirement. The Bidder will need to undertake additional work and allocate additional time to customize the software system to meet the requirement during contract execution. The Employer shall not incur any additional costs beyond the contract price as proposed by the Bidder in its Financial Proposals.

“N”- Not Available: Applicable to Business Requirements, Technical Requirements, Non-Functional Requirements, and Deployment Services that are marked as Optional. The Bidder is unable to provide the required functionality or service.

Section 4. Criteria for financial evaluation

Application of the Evaluated Bid Price Method:

The process of determining the evaluated bid price involves the following steps:

Step 1: Determine the bid price

Step 2: Arithmetical corrections and adjustment of deviations (to be performed as stipulated in Clause 39.1 ITB and Clause 39.2 ITB).

Step 3: Determine the Bid Price (excluding taxes, fees, and charges related to import, Special Consumption Tax (if any), and VAT) after arithmetical corrections and adjustment of deviations, subtracting any discounts (if any), and converting the bid price to a single common currency for the purpose of evaluation.

The common currency used for evaluation and comparison of BD is VND. During the evaluation of BD, the exchange rate used for conversion is the selling rate of the Bank for Investment and Development of Vietnam (BIDV) as officially published for the first time on the date of issuance of the Invitation for Bid on the website <https://www.bidv.com.vn>.

Step 4: Determine the Evaluated Bid Price:

The evaluated bid price shall be determined using the following formula:

$$EBP = G + \Delta G + \Delta P$$

Where:

- G is the bid price after discount, determined in **Step 3** above, calculated

using the following formula:

$G = (\text{bid price} \pm \text{error correction value} \pm \text{deviation adjustment value}) - \text{discount value (if any)}$

- ΔP is the additional value to be added for Bidders not eligible for preferences as stipulated in Section 28, Chapter I.

- ΔG is the net present value of maintenance costs: The net present value of maintenance costs is determined using the following formula:

$$\Delta G = \sum_i^n \frac{P_i}{(1 + r)^i}$$

Where :

- i : the ordinal number of the maintenance year.
- n : the number of maintenance years (5 years) calculated from the end of the bidder's warranty period for the system.
- P_i : the maintenance cost (the bidder's quoted maintenance bid price as per Form No. 14) for the i -th year after errors have been corrected, deviations adjusted and converted into a common evaluation currency.
- r : the discount rate, determined by the average 12-month interbank interest rate announced by the State Bank of Vietnam on the bid opening date.

Step 5: Bidder Ranking: The Bidder whose BD has the lowest Evaluated Bid Price shall be ranked first.

Chapter IV. BID FORMS

No.	Forms
1	Form No. 01A. Scope of Goods Supply (Applicable to Lump-sum Contract)
2	Form No. 01D. Related Services
3	Form No. 02A. Letter of Bid (applicable to bidders as organizations)
4	Form No. 02B. Letter of Bid (applicable to bidders as individuals or groups of individuals producing innovative products)
5	Form No. 02C. Agreement Document (applicable to groups of individuals producing innovative products)
6	Form No. 02D. Power of Attorney
7	Form No. 03. Joint Venture Agreement
8	Form No. 04A. Bid Security (applicable to independent bidders)
9	Form No. 04B. Bid Security (applicable to joint venture bidders)
10	Form No. 05A. Similar Contracts Performed by Bidder
11	Form No. 06A. Proposed Key Personnel Table
12	Form No. 06B. Professional CV of Key Personnel
13	Form No. 06C. Table of Professional Experience
14	Form No. 07. Contracts for the Supply of Goods, EPC, EP, PC, Turnkey Projects are not Completed due Errors of the Bidder in the Past
15	Form No. 08. Bidder's Financial Position
16	Form No. 09A. Scope of Work Using Subcontractors
17	Form No. 09B. List of Subsidiaries or Member Companies Undertaking Portions of the Contract Package
18	Form No. 10A. Delivery Schedule Table

19	Form No. 11.1. Bid Price Summary Table
20	Form No. 12.2A. Bid Price Table for Goods (applicable to Lump sum Contracts)
21	Form No. 13A. Bid Price Table for Related Services applicable to Lump sum and Unit Price Contracts)
22	Form No. 14. Five-year Periodic System Maintenance Cost Table
23	Form No. 15A. Declaration of Goods Eligible for Preferences
24	Form No. 15B. Domestic Production Costs of Goods Eligible for Preferences (in case of declaring imported costs)
25	Form No. 15C. Domestic Production Costs of Goods Eligible for Preferences (in case of declaring production costs in Vietnam)

SCOPE OF GOODS SUPPLY

The scope of supply for the package is detailed in the following table:

No.	List of goods	Unit	Quantity	Description	Requirements regarding the origin of goods (if applicable)	Project location	Delivery date	
							Earliest delivery date	Latest delivery date
1	Perpetual Copyright for Insurance Core Software System Including: 01-year warranty after system acceptance and deployment of the system in Production, HA, and DR environments.	System	01	Provisioning of licensed Core insurance software systems to support deployment across Production, HA, DR, UAT, SIT, and DEV environments.		Hanoi, Vietnam		30 days from the effective date of the contract

RELATED SERVICES

List of related services to execute the package according to the table below:

No.	Service description	Quantity Invited for Bidding	Unit of Measurement	Service Execution Location	Service Completion Date
1	<p>Implementation services for the Non-Life Insurance Core System include but are not limited to:</p> <p><i>-Necessary tasks for the Bidder to customize the solution, conduct testing, installation, and deployment of the Core Insurance system software</i></p> <p><i>-Perform data migration</i></p> <p><i>-Conduct integration with external systems outside the Core</i></p> <p><i>-Provide training and technology transfer;etc.</i></p>	01	Service Package	Hanoi, Vietnam	18 months from the effective date of the contract

LETTER OF BID

(Applicable to bidders as organizations)

Date: ____

Nam of package: ____

Addressed to: ____

After reviewing the Request for Proposal (RFP), we:

Bidder's name: _____, Tax code: _____ hereby commits to executing the Package _____ under Invitation for Bid (IFB) No.: _____ in full compliance with the requirements stated in the Request for Proposal (RFP), with the bid price (total amount) being ____ *[indicate the bid price in figures, in words, and the currency of the bid price]* along with the attached bid summary sheets.

Additionally, we voluntarily offer a discount on the bid price at a rate of ____ *[Indicate the discount percentage, if any]*.

The bid price after applying the discount is: ____ *[indicate the value in figures, in words, and the currency of the bid price after the discount]* (inclusive of all taxes, fees, and charges, (if any)).

The validity of the Letter of Bid: _____

Bid Security: _____ *[indicate the value in figures, in words, and the currency of the Bid Security]*

The validity of the Bid Security: _____ *[indicate the validity period from the bid closing time]*

We commit:

1. Not in the process of implementing dissolution procedures or having their business registration certificate, cooperative registration certificate, cooperative union or cooperative group revoked, not in the case of insolvency settlement according to the provisions of bankruptcy law (not in the process of terminating operations or having the business household registration certificate revoked for bidders that are business households);

2. Do not violate regulations on ensuring competition in bidding;

3. The tax declaration and payment obligations for the most recent fiscal year prior to the bid closing time have been fulfilled;

4. Not being banned from bidding according to the provisions of bidding law;
5. Not being prosecuted for criminal liability (the householder is not being prosecuted for criminal liability in case the bidder is a business household);
6. Do not commit acts of corruption, bribery, collusion, obstruction and other violations of the provisions of bidding law when participating in this bidding package;
7. Within 03 years before the bid closing time, the bidder has no personnel (with a valid labor contract at the time the personnel committed the violation) who was convicted by the Court of a violation of regulations on bidding cause serious consequences according to the provisions of criminal law in order for us to win the bid⁽¹⁾;
8. The information declared in the BD is truthful;
9. In case of winning the bid, the BD and additional documents, clarifying the Bid form a binding agreement between the two parties until the contract is signed.
10. If our BD is accepted, we will take measures to ensure contract performance as prescribed in Section 37.1 of the ITB of the RFP;
11. We have sufficient capacity and experience to perform the package
12. In the event that we fail to submit the original bid security as required by the Employer stipulated in Section 18 of the ITB, we will be assessed as lacking credibility in the bidding process in accordance with Clause 1, Article 20 of Decree No. 214/2025/ND-CP, and our name will be listed on the System, except in cases of force majeure.

Legal Representative of Bidder

[full name, position, signature, and stamp ⁽²⁾]

Note:

(1) The RFP shall not require the bidder to submit the criminal record of personnel to substantiate this evaluation criterion

(2) For independent bidders, the letter of bid must be signed and stamped (if applicable) by the legal representative of the bidder or by the legally authorized representative (if applicable); In case the letter is signed by an authorized representative, the bidder must provide documents proving that the signatory has sufficient authority or a power of attorney according to Form No. 02D, Chapter IV

For joint venture bidders, the letter of bid must be signed and stamped (if applicable) by the joint venture representative in accordance with the joint venture

agreement.

Attention:

- The authorized representative of the bidder refers to either the legal representative or the duly authorized person. The authorized person is not allowed to further delegate their authority to another party.
- In the case of a foreign bidder without a company seal, confirmation from a competent authority must be provided, verifying that the signature on the letter of bid and other documents in the BD are from the authorized representative of the bidder.

LETTER OF BID⁽¹⁾

(Applicable to bidders as individuals or groups of individuals producing innovative products)

Date: ____

Name of package: ____

Addressed to: ____

After reviewing the Request for Proposal (RFP), we:

Bidder's name: ____ *[For bidders being a group of individuals, the bidder shall declare the names of the members and their tax identification numbers in accordance with Form No. 02C]* hereby commits to executing the Package ____ under Invitation for Bid (IFB) No.: ____ in full compliance with the requirements stated in the Request for Proposal (RFP), with the bid price (total amount) being ____ *[[Indicate the bid price in figures, in words, and the currency of the bid price]* along with the attached bid summary sheets.

Additionally, we voluntarily offer a discount on the bid price at a rate of ____ *[Indicate the discount percentage, if any]*.

The bid price after applying the discount is: ____ *[indicate the value in figures, in words, and the currency of the bid price after the discount]* (inclusive of all taxes, fees, and charges, (if any)).

The validity of the Letter of Bid: ____

Bid Security⁽²⁾: ____ *[indicate the value in figures, in words, and the currency of the Bid Security]*

The validity of the Bid Security: ____ *[indicate the validity period from the bid closing time]*

We commit:

1. We have full civil capacity;
2. Do not violate regulations on ensuring competition in bidding;
3. The tax declaration and payment obligations for the most recent fiscal year prior to the bid closing time have been fulfilled;
4. Not being banned from bidding according to the provisions of bidding law;

5. Not being prosecuted for criminal liability;
6. Do not commit acts of corruption, bribery, collusion, obstruction and other violations of the provisions of bidding law when participating in this Bidding package;
7. Within 03 years before the bid closing time, the members of the group of individuals have not been convicted by a Court for violations of bidding regulations causing serious consequences under the criminal law, committed for the purpose of enabling the individual (or the group of individuals including the violating personnel) to win the bid⁽³⁾;
8. The information declared in the BD is truthful;
9. In case of winning the bid, the BD and additional documents, clarifying the Bid form a binding agreement between the two parties until the contract is signed.
10. If our BD is accepted, we will take measures to ensure contract performance as prescribed in Section 37.1 ITB of the RFP;
11. We have sufficient production capacity to supply the goods for the execution of the package.

INDIVIDUAL/ LEADING MEMBER OF AN INDIVIDUAL GROUP

[signature, full name]

Note:

- (1) The Letter of Bid must be signed with the personal signature of the individual bidder (or the member authorized by the group of individuals in the agreement document) upon submitting the Bid (*if applicable*).
- (2) State the validity of the bid security in accordance with Section 18.2 of the BDS.
- (3) The RFP shall not require the bidder to submit the criminal record of personnel to substantiate this evaluation criterion.

AGREEMENT DOCUMENT

(Applicable to groups of individuals producing innovative products)

Date: ___ month ___ year ___

Pursuant to the Request for Proposal of the package: _____ *[indicate name of the package]* under Invitation for Bid (IFB) No.: ___ *[indicate the IFB number of the package]*

We include:

First member:

Full name: _____

Citizen ID card/Passport No.: _____ Date of issue: _____ Place of issue:

Tax code: _____

Address: _____

Tel.: _____

Second member:

Full name: _____

Citizen ID card/Passport No.: _____ Date of issue: _____ Place of issue:

Tax code: _____

Address: _____

Tel.: _____

...

n-th member:

Full name: _____

Citizen ID card/Passport No.: _____ Date of issue: _____ Place of issue:

Tax code: _____

Address: _____

Tel.: _____

...

The Parties (hereinafter referred to as “Members”) agree to sign this Agreement Document to establish a group of individuals with the following contents:

Article 1. General Principles

1. Members voluntarily form a group of individuals to participate in the bidding for the package ____ [*insert name of the package*] under ____ [*insert project name/procurement estimate*] organized by ____ [*insert name of the Employer*].

2. The members commit that no member is allowed to independently participate or enter into a joint venture with other individuals to participate in this Bidding package. In case of winning the bid, the Members shall jointly sign the contract, and no Member has the right to refuse to perform the responsibilities and obligations stipulated in the contract. In case a Member of the group refuses to fulfill his/her own responsibilities and obligations as agreed, that Member will be handled as follows:

- *Compensation for damages to parties in the group;*
- *Compensation for damages to the Employer according to the provisions stated in the contract;*
- *Other forms of handling ____ [specify other forms of handling].*

Article 2. Assignment of Responsibilities

The Members unanimously agree to assign responsibilities for implementing of the bidding package ____ [*insert name of the package*] under ____ [*insert name of the project/procurement estimate*] as follows:

Assign ____ [*insert name of the individual*] as the Leading Member of the group, representing the group in the following tasks:

- Use their personal accounts and digital certificates to submit the Bid on behalf of the group.

[- Sign documents and papers for transactions with the Employer during the bidding process, including written explanations and clarifications of the Bid, or written requests to withdraw the Bid;

- *Implement bid security for the entire group;*
- *Participate in the process of negotiating and finalizing the contract;*
- *Sign the petition in case the bidder has a petition;*
- *Perform other tasks except for contract signing ____ [specify the content of other tasks (if any)].*

Article 3. Validity of the Agreement Document

1. The Agreement Document takes effect from the date of signing.
2. The Agreement Document will terminate in the following cases:
 - The parties fulfill their responsibilities and obligations and proceed to liquidate the contract;
 - The parties mutually agree to terminate;
 - The group of individuals does not win the bid;
 - Cancellation of the bidding package ____ [*insert name of the bidding package*] under ____ [*insert name of the project/procurement estimate*] as notified by the Employer.

The Agreement Document is made based on the approval of all members

LEADING MEMBER OF THE GROUP OF INDIVIDUALS
[signature, full name]

MEMBERS OF THE GROUP OF INDIVIDUALS *[signature, full name]*

POWER OF ATTORNEY⁽¹⁾

____, date ____ month ____ year 2025

Today, on ____ month ____ year ____, at ____

I ____ *[Insert name, ID card number or passport number, and title of the legal representative of the Bidder.]*, is the legal representative of ____ *[Insert name of the Bidder]* with address ____ *[Insert address of the Bidder]* by this Power of Attorney, authorize ____ *[Insert name, ID card number or passport number, and title of the authorized person]* to carry out the following tasks during the process of participating in the contract package “**NAME OF THE PACKAGE**” under Project “__” organized “__” by:

[- Sign the Letter of Bid;

Sign the joint venture agreement (if applicable);

- *Sign documents and papers for transactions with the Employer during the bidding process, including requests for clarification of the RFP and any explanations or clarifications of the BD, or requests for modification, replacement, or withdrawal of the BD;*
- *Participate in the negotiation process, sign negotiation minutes, and finalize the contract;*
- *Sign appeals in case the Bidder submits any complaints;*
- *Sign the contract with the Employer if selected]*

The above-authorized person shall only perform tasks within the scope of authorization as the legal representative of ____ *[Insert Bidder's name]*. ____ *[Insert Bidder's name]* is fully responsible for all actions taken by ____ *[Insert name of the authorized person]* within the scope of this authorization.

This power of attorney is valid from ____ to ____ ⁽³⁾. This power of attorney is made in ____ copies, each holding the same legal value, with the authorizing party keeping ____ copy, the authorized party keeping ____ copy.

The Authorized Party	The Authorizing Party
<i>[Insert name, title, and provide signature and stamp (if any)]</i>	<i>[Insert name of the Bidder's legal representative, title, and provide signature and stamp]</i>

Note:

1. In the case of authorization, the original power of attorney must be submitted to BIC along with the Letter of Bid. The legal representative of the Bidder may authorize their deputy, subordinate, branch director, or head of the representative office to act on behalf of the legal representative to perform one or more of the tasks mentioned above. The seal used in the case of authorization may either be the Bidder's seal or the seal of the unit to which the authorized individual belongs to. The authorized person is not allowed to delegate their authority to another party.
2. The scope of the authorization includes one or more of the tasks mentioned above
3. The scope of the authorization includes one or more of the tasks mentioned above.
4. The effective date and expiry date of the power of attorney must align with the bidding process timeline.

In cases where a foreign Bidder does not have a seal, a confirmation from a competent authority must be provided to verify that the signature on the Letter of Bid and other documents in the BD belongs to the legal representative of the Bidder.

JOINT VENTURE AGREEMENT ⁽¹⁾

Date: ____

Bidding package: _

Under Project/procurement estimate: ____

Basis for⁽²⁾ ____

Basis for ⁽²⁾ ____

Basis for RFP of the Package: ____ with Invitation for Bid (IFB) No.: ____

We, representing the signatories of the joint venture agreement, include:

Name of first joint venture member: ____

Tax code: ____ ;

Representative Mr./Ms.: _____

Position: _____

Address: _____

Tel.: _____

Name of second joint venture member: ____

Tax code: ____ ;

Representative Mr./Ms.: _____

Position: _____

Address: _____

Tel.: _____

...

Name of n-th joint venture member: ____

Tax code: ____ ;

Representative Mr./Ms.: _____

Position: _____

Address: _____

Tel.: _____

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

Article 1. General Principles

1. Members voluntarily form a joint venture to participate in the Bidding package____ under the Project_____.

2. The members agreed on the name of the joint venture for all transactions related to this Bidding package: _____ *[Insert name of joint venture]*.

3. The members commit that no member is allowed to independently participate or enter into a joint venture with another bidder to participate in this Bidding package. In case of winning the bid, no member has the right to refuse to perform the responsibilities and obligations stipulated in the contract. In case a member of the joint venture refuses to fulfill his/her own responsibilities as agreed, that member will be handled as follows:

- *Compensate for damages to the parties in the joint venture;*
- *Compensate for damage to the Employer according to the provisions stated in the contract;*
- *Other forms of handling_____ [specify other forms of handling].*

Article 2. Assignment of responsibilities

The members agreed to assign responsibilities for implementing the Bidding Package____ under the Project_____ *[Automatically extracted by the system]* for each member as follows:

1. Leading member of the joint venture:

The parties agree to assign _____ *[Insert name of the member forming the joint venture]* to be the leading member of the joint venture, representing the joint venture in the following tasks⁽³⁾:

- Sign the Letter of Bid to submit the BD for the entire Joint venture.

[- Sign documents and papers to transact with the Employer during the bidding process, written explanations and clarifications of the Bid or written request to withdraw the Bid;

- *Implement bid security for the entire joint venture;*
- *Participate in the process of negotiating and finalizing the contrac;*
- *Sign the petition in case the bidder has a petition;*
- *Other jobs except signing contracts_____ [specify the content of other jobs (if any)].*

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

No.	Name of joint venture member	Content of work assignment	Percentage of value assignment compared to total bid price
1	Name of the Leading Member of the Joint Venture	- ____ - ____	- ____% - ____%
2	Second Member	- ____ - ____	- ____% - ____%
....
Total		All works of package	100%

Article 3. Validity of Joint venture agreement

1. The joint venture agreement takes effect from the date of signing.
2. The joint venture agreement will terminate in the following cases:
 - The parties fulfill their responsibilities and obligations and proceed to liquidate the contract;
 - The parties mutually agree to terminate;
 - The joint venture bidder does not win the bid;
 - Cancel bidding for package ____ under the project ____ according to the notice of the Employer.

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

LEGAL REPRESENTATIVE OF THE LEADING MEMBER OF THE JOINT VENTURE

[Name, position, signature, and stamp ⁽⁵⁾]

LEGAL REPRESENTATIVE OF JOINT VENTURE MEMBER

[Name, position, signature, and stamp ⁽⁵⁾]

Note:

(1) In case the Bidding package is divided into many independent parts, the joint venture agreement must clearly state the names and numbers of the parts in which the joint venture bidder participates, clearly stating the general and separate responsibilities of each bidder in joint venture member for bidding participation.

(2) List legal documents according to current regulations.

(3) The assignment of responsibilities includes one or more jobs as stated above. In cases where the joint venture assigns a member other than the leading member to sign the Letter of Bid, this must be clearly stated in Article 2.

(4) The bidder must clearly state the specific work content and estimate the corresponding value that each member of the joint venture will perform, and the general and individual responsibilities of each member, including the leading member of joint venture. The assignment of work in the joint venture must be based on the items stated in the bid price list according to Form No. 12.1A, Form No. 13A of this Chapter or according to the jobs belonging to the production process of the items in the bid price list, it is not allowed to assign the jobs that do not belong to these categories.

(5) This content must be signed and stamped by the legal representative of each joint venture member (if applicable) and the joint venture representative in accordance with the joint venture agreement (if applicable).

Attention:

- The Bidder's authorized representative is either the legal representative or the authorized individual. The authorized individual is not permitted to further delegate their authorization to another party.
- In case the foreign bidder does not have an official seal, they must provide certification from a competent authority confirming that the signatures on the Letter of Bid and other documents within the Bid are those of the Bidder's authorized representative.

BID SECURITY⁽¹⁾

(Applicable to independent bidders)

Beneficiary (Guaranteed): ____ *[Insert name and address of the Employer as specified in Section 1.1 of the BDS]*

Date of issue of Bid Security: ____ *[insert date of issue of Security]*

BID SECURITY No.: ____ *[insert reference number of the Security]*

Guarantor: ____ *[name and address of the place of issuance, if such information is not indicated in the header of the printed document]*

We have been informed that ____ *[insert name of the Bidder]* (hereinafter referred to as “Bidder”) will participate in the bidding package ____ *[insert name of the package]* under the project ____ *[insert name of the project]* according to Invitation for Bid/IFB No. ____ *[insert reference number of the Invitation for Bid/IFB]*.

We commit to the Beneficiary that we guarantee the Bidder with an amount of ____ *[indicate the value in figures, in words, and the currency used]*.

The Security is valid within ____ ⁽²⁾ days, from ____ month ____ year ____ ⁽³⁾.

At the request of the Bidder, we, as the Guarantor, unconditionally and irrevocably commit⁽⁴⁾ to pay the Beneficiary an amount of ____ *[indicate the value in figures, in words, and the currency used]* upon receipt of written notice from the Beneficiary of the Bidder's violations in the following cases:

1. After the bid closing time and during the validity period of the BD, the bidder may withdraw the BD in writing or refuse to perform one or more tasks proposed in the BD according to the requirements of the RFP;

2. The bidder commits a violation of the provisions of Article 16 of the Bidding Law or violates the Bidding Law, leading to the cancellation of the bid;

3. The bidder does not take measures to ensure contract performance security as prescribed in Article 68 of the Bidding Law;

4. The bidder fails or refuses to negotiate contracts (if any) within 10 working days from the date of receipt of the notice inviting documents to negotiate contracts (if any) or have negotiated contracts (if any) but refused to sign a minutes of contract negotiation (if any), except in cases of force majeure;

5. The bidder fails to proceed or refuses to finalize the contract within 20 days from the date of receipt of the notice of winning bid from the Employer, except in cases of force majeure;

6. The bidder does not proceed or refuses to sign the contract within 20 days from the date of contract completion, except in cases of force majeure.

In case the Bidder wins the bid, this security will expire immediately after the Bidder signs the contract and submits the contract performance security to the Beneficiary as agreed in that contract.

In case the Bidder is not successful, this guarantee will expire immediately after we receive a copy of the document notifying the bidder selection results or within 30 days from the date of expiration of the BD, whichever comes first.

Any claim under this security must be submitted to our office on or before the last effective day of this security. We unconditionally and irrevocably commit to paying the Employer any amount within the guaranteed limit specified above upon the Employer's claim for compensation.

Legal Representative of the Bank

[name, position, signature and stamp]

Note:

(1) In the event that the Bid Security violates any of the following provisions: having a value lower than required, a validity period shorter than stipulated in Section 18.2 of the **BDS**, incorrect name of the beneficiary, not being the original document, lacking a valid signature, signed prior to the issuance of the RFP by the Employer, or containing conditions unfavorable to the Employer, the Bid Security shall be considered invalid.

(2) Specific according to the validity period requirements stated in Section 18.2 of the **BDS**.

(3) Indicate the bid closing time as specified in the Invitation for Bid/IFB. The validity period of the Bid Security is calculated from the bid closing time to the last effective date of the Bid Security (the expiration date of the Bid Security falls within the last effective day without the requirement to extend to 24:00 hours of that day).

(4) In the event that the Bid Security lacks one or more of the commitments mentioned above, it shall be considered a condition unfavorable to the Employer under Section 18.3 of the **ITB**, and the Bid Security shall be considered invalid.

BID SECURITY⁽¹⁾

(applicable to joint venture bidders)

Beneficiary (Guaranteed): ____ *[Insert name and address of the Employer as specified in Section 1.1 of the **BDS**]*

Date of issue of Bid Security: ____ *[insert date of issue of Security]*

BID SECURITY No.: ____ *[insert reference number of the Bid Security]*

Guarantor: ____ *[name and address of the place of issuance, if such information is not indicated in the header of the printed document]*

We have been informed that ____ *[insert name of the Bidder]*⁽²⁾ (hereinafter referred to as “Bidder”) will participate in the bidding package ____ *[insert name of the package]* under the project ____ *[insert name of the project]* according to Invitation for Bid/IFB No. ____ *[insert reference number of the Invitation for Bid/IFB]*.

We commit to the Beneficiary that we guarantee the Bidder with an amount of ____ *[indicate the value in figures, in words, and the currency used]*.

The Security is valid within ____⁽³⁾ days, from ____ month ____ year ____⁽⁴⁾.

At the request of the Bidder, we, as the Guarantor, unconditionally and irrevocably commit⁽⁵⁾ to pay the Beneficiary an amount of ____ *[indicate the value in figures, in words, and the currency used]* upon receipt of written notice from the Beneficiary of the Bidder's violations in the following cases:

1. After the bid closing time and during the validity period of the BD, the bidder may withdraw the BD in writing or refuse to perform one or more tasks proposed in the BD according to the requirements of the RFP;

2. The bidder commits a violation of the provisions of Article 16 of the Bidding Law or violates the Bidding Law, leading to the cancellation of the bid;

3. The bidder does not take measures to ensure contract performance security as prescribed in Article 68 of the Bidding Law;

4. The bidder fails or refuses to negotiate contracts (if any) within 10 working days from the date of receipt of the notice inviting documents to negotiate contracts (if any) or have negotiated contracts (if any) but refused to sign a minutes of contract negotiation (if any), except in cases of force majeure;

5. The bidder fails to proceed or refuses to finalize the contract within 20 days from the date of receipt of the notice of winning bid from the Employer,

except in cases of force majeure;

6. The bidder does not proceed or refuses to sign the contract within 20 days from the date of contract completion, except in cases of force majeure.

7. If any member of the joint venture ____ [*insert full name of the joint venture bidder*] violates legal regulations resulting in the bid security not being refunded as stipulated in Section 18.5 of the ITB, the bid security of all members in the joint venture shall not be refunded.

In case the Bidder wins the bid, this security will expire immediately after the Bidder signs the contract and submits the contract performance security to the Beneficiary as agreed in that contract.

In case the Bidder is not successful, this guarantee will expire immediately after we receive a copy of the document notifying the bidder selection results or within 30 days from the date of expiration of the BD, whichever comes first.

Any claim under this security must be submitted to our office on or before the last effective day of this security. We unconditionally and irrevocably commit to paying the Employer any amount within the guaranteed limit specified above upon the Employer's claim for compensation.

Legal Representative of the Bank

[name, position, signature and stamp]

Note:

(1) In the event that the Bid Security violates any of the following provisions: having a value lower than required, a validity period shorter than stipulated in Section 18.2 of the **BDS**, incorrect name of the beneficiary, not being the original document, lacking a valid signature, signed prior to the issuance of the RFP by the Employer, or containing conditions unfavorable to the Employer, the Bid Security shall be considered invalid.

(2) The name of the bidder may fall under one of the following cases:

- The name of the entire joint venture bidder, for example, if the joint venture bidder A + B participates in the bidding, the bidder's name is recorded as Joint Venture Bidder A + B;

- The name of the member responsible for providing the bid security for the entire joint venture or for other members in the joint venture. For instance, if the joint venture bidder A + B + C participates in the bidding, and under the joint

venture agreement, bidder A is assigned to provide the Bid Security for the entire joint venture, the bidder's name is recorded as Bidder A (on behalf of Joint Venture Bidder A + B + C). Alternatively, if Bidder B is assigned to provide the Bid Security for Bidder B and C, the bidder's name is recorded as Bidder B (on behalf of Bidder B + C);

- The name of the Joint Venture member independently providing the bid security;

- In case the Joint Venture Agreement does not specifically assign the responsibility for providing Bid Security to individual members, but the total value of Bid Security provided by the joint venture members, as attached in the Bid, meets the requirements of the RFP, it shall still be considered as meeting the Bid Security value requirements.

(3) Specific according to the validity period requirements stated in Section 18.2 of the **BDS**.

(4) Indicate the bid closing time as specified in the Invitation for Bid/IFB. The validity period of the Bid Security is calculated from the bid closing time to the last effective date of the Bid Security (the expiration date of the Bid Security falls within the last effective day without the requirement to extend to 24:00 hours of that day).

(5) In the event that the Bid Security lacks one or more of the commitments mentioned above, it shall be considered a condition unfavorable to the Employer under Section 18.3 of the ITB, and the Bid Security shall be considered invalid

SIMILAR CONTRACTS EXECUTED BY THE BIDDER ⁽¹⁾

Name of bidder: _____ *[insert full name of the bidder]*.

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

Name and Number of contract	<i>[insert full name of the contract and its reference number]</i>		
Date of contract signing	<i>[insert date, month, year]</i>		
Date of completion	<i>[insert date, month, year]</i>		
Contract price ⁽³⁾	<i>[insert total contract value in figures and the currency in which it was signed.]</i>		Equivalent ____ VND
In case of being a joint venture member, write a summary of the work undertaken in the joint venture and the value of the contract that the bidder undertakes.	<i>[summary of the work undertaken in the joint venture]</i>	<i>[percentage of the value of the contract portion in the total contract price; signed amount and currency]</i>	Equivalent ____ VND
Project name/procurement estimate:	<i>[insert full name of the project/ procurement estimate associated with the contract being declared]</i>		
Name of Employer:	<i>[insert full name of the Employer in the contract being declared]</i>		
Address:	<i>[insert full current address of the Employer]</i>		
Tel./fax:	<i>[insert telephone and fax numbers, including country code and area code]</i>		
E-mail:	<i>[insert e-mail address]</i>		
Describe similar properties as specified in Section 2.1 Chapter III⁽²⁾			
1. Type of goods	<i>[insert the information contained in the contract]</i>		
2. Type and category of goods	<i>[insert information on the type and category/field of goods, if any]</i>		
3. HS code	<i>[insert information on the HS code, if any]</i>		

4. Regarding the value of the performed contract ⁽³⁾	<i>[insert actual contract value executed based on the acceptance and settlement value of the contract]</i>
5. Contract size ⁽⁴⁾	<i>[insert the information stated in the contract]</i>
6. Other properties	<i>[insert other relevant information (if any)]</i>

Note:

The bidder carefully reviews the RFP and proposes similar contracts to ensure that they meet the requirements of the RFP.

The Bidder shall submit a notarized copy of a similar contract previously executed or client confirmation regarding the completed contract. **In case the bidder provides a written confirmation from the client regarding the execution of the contract, the confirmation document must include all the details specified in the declaration information table above.**

(1) In case of a joint venture, each member of the joint venture declares according to this Form. In case the bidder has many similar contracts, declare each contract according to this Form.

(2) Bidders only declare content similar to the requirements of the Bidding package

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

(4) The Bidder must clearly specify the scope of work performed under the contract.

KEY PERSONNEL PROPOSAL TABLE

The bidder must declare key personnel as prescribed in Section 2.2 Chapter III and must demonstrate the ability to mobilize these personnel to participate in the implementation of the Bidding package.

Key personnel may be either employees of the Bidder or mobilized by the Bidder. In cases the key personnel declared by the bidder in the Bid do not meet the requirements or cannot demonstrate the ability to mobilize personnel (including cases where the key personnel have already been mobilized for other contracts with overlapping working hours with the implementation period of this Bidding package), the Employer allows the bidder to supplement or replace them. The Bidder is permitted to supplement or replace key personnel for each position only once within an appropriate period of time, but not less than 10 working days. In case the bidder does not have replacement key personnel who meet the requirements of the RFP, the bidder will be disqualified. In cases where the bidder intentionally declares untruthful key personnel in the Bid to distort the results of bidder selection, the bidder is not be allowed to replace other personnel, the Bidder's Bid will be disqualified and the bidder will be considered fraudulent according to the provisions in point b, Clause 4, Article 16 of the Law on Bidding and will be subject to penalties as prescribed in Clause 1, Article 133 of Decree No. 214/2025/ND-CP.

No.	Full name	Position
1	<i>[The Bidder shall list its key personnel]</i>	<i>[Specify the positions and roles to be undertaken in the package as required in Table 03: Key Personnel Requirements – Chapter III]</i>
2		
...		

PROFESSIONAL CV OF THE KEY PERSONNEL

Staff information					Current position					
No.	Name	ID card/Pass port	Position	Date of birth	Name of employer	Address of employer	Position	Years working for current employer	Contact person (head of department/person in charge of HR)	Tel./E mail
1	[insert name of key personnel 1]		[insert position held in Table No. 03: Key Personnel Requirements – Chapter II]							
2	[insert name of key personnel 2]									
...										
n	[insert name of key personnel n]									

The Bidder must provide all information requested in the BD.

Key personnel may be either employees of the Bidder or mobilized by the Bidder. The Bidder must provide all the requested

information above and submit a copy of one of the following documents to demonstrate the ability to mobilize personnel for key personnel involved in the project as follows:

- If the personnel are employees of the Bidder: Provide a portion or the entire signed employment contract
- If the personnel are mobilized from a third party, the Bidder needs to provide documents proving the ability to mobilize and manage these personnel through one of the following documents:
 - + A portion or the entire contract signed with a third party for the provision of personnel to the Bidder
 - + A portion or the entire contract for the Bidder's outsourcing arrangement,
 - + A portion or the entire subcontractor agreement indicating that the subcontractor will provide personnel to the Bidder.
 - + A portion or the entire cooperation agreement between the Bidder and the personnel provider allowing the Bidder to manage and mobilize personnel.
 - + Equivalent documents showing that the Bidder can mobilize and manage personnel for the project.

Note: If only a portion of the contract/agreement is provided, the portion submitted must include pages showing the contracting parties, signature, and stamp (if applicable) of the parties involved, and pages demonstrating the Bidder's capability to meet the qualifications and experience requirements for key personnel assigned to the project.

idder.

TABLE OF PROFESSIONAL EXPERIENCE

No.	Name of key personnel	From date	To date	Company/Project/Position/Relevant professional and management experience
1	[insert name of the key personnel 1]
2				
...	...			

Note:

For each Key Personnel listed in the above table, the Bidder must provide complete information, including years of experience, company or project name, and the position held by the personnel. This ensures the Employer has sufficient information to assess the personnel listed by the Bidder as meeting the Experience requirements for similar work as specified in Table 03: Key Personnel Requirements-Section III.

THE CONTRACT FOR THE SUPPLY OF GOODS IS NOT COMPLETED DUE TO ERRORS OF THE BIDDER IN THE PAST ⁽¹⁾

Name of bidder: _____

Date: _____

Name of member of joint venture bidder (if any): _____

Good supply contracts that were not completed due to the bidder's errors in the past as prescribed in Clause 2.1, Section 2 Chapter III

☐ There have no or 01 incomplete goods supply contracts due to the bidder's fault since January 1, __ [insert year] as prescribed in evaluation criteria 1 in the Table of evaluation standards for capacity and experience under Section 2.1 Chapter III.

☐ There have two or more contracts not been completed due to the bidder's fault since January 1, __ [insert year] as prescribed in evaluation criteria 1 in the Table of evaluation standards for capacity and experience under Section 2.1 Chapter III.

Year	Incomplete contractual work	Contract description	Total contract value (value, currency, exchange rate, equivalent value in VND)
		Contract description: _____ Name of employer: _____ Address: _____ Reason for not completing the contract: _____	

Ghi chú:

- (1) The Bidder must accurately and truthfully declare any goods supply contracts that were not completed due to the Bidder's fault in the past. If the Employer discovers that the Bidder has uncompleted supply contracts due to the Bidder's fault in the past that were not declared, the Bidder will be considered to have engaged in fraudulent behavior, and the Bidder's Bid will be disqualified. In the case of a joint venture Bidder, each member of the joint venture must declare according to this Form.

BIDDER'S FINANCIAL SITUATION ⁽¹⁾

Name of bidder: _____

Date: _____

Name of member of joint venture bidder (if any): _____

	Fiscal year of bidder from ___ month ___ to ___ month ___ (this information must be filled by the bidder)		
	Financial data for the most recent years as required by RFP (Automatically extracted based on the Bidder's fiscal year by the System)		
	Year 1:	Year 2:	Year 3:
Total assets			
Total liabilities			
Net asset value			
Annual revenue (excluding VAT)			
Average annual revenue (excluding VAT) ⁽²⁾			
Profit before tax			
Profit after tax			

Note:

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

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

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

Average annual revenue (excluding VAT) = total revenue each year (excluding VAT) as required by the RFP/number of years.

If the bid closing time is after the end of the Bidder's financial year (Year Y) and on or before the last day of the third month from the end of Year Y, the requirement to submit financial statements applies to the years preceding Year Y (Years Y-1, Y-2, etc.).

Example 1: If the bid closing date is March 20, 2024, the Bidder's financial year is from January 1 to December 31, and the RFP requires the Bidder to submit financial statements for the most recent 3 years, then the Bidder must submit financial statements for 2020, 2021, and 2022.

Example 2: The average annual revenue (excluding VAT) of the most recent 3 financial years relative to the bid closing date. In this case, if the bid closing date is November 15, 2024, the Bidder must submit financial statements for 2021, 2022, and 2023. If the Bidder was established in 2022 but the average revenue for 2022 and 2023 meets the requirement, the Bidder will continue to be evaluated.

The Vietnamese Bidders must prepare certified/verified copies of documents within the BD to prove the information declared by the Bidder as follows:

For domestic Bidders:

Financial statements (balance sheets including all relevant notes and income statements) for the years specified above, adhering to the following conditions:

1. The financial statements must reflect the financial status of the Bidder or joint venture member (in the case of a joint venture Bidder) rather than the financial status of an affiliated entity, such as a parent company or an associate company linked to the Bidder or joint venture member.
2. The financial statements must be complete and contain all required information in accordance with regulations.
3. The financial statements must correspond to the completed accounting periods, accompanied by certified copies of one of the following documents:
 - Tax settlement inspection records;
 - Self-filed tax settlement declaration (corporate income tax) with confirmation from the tax authority on the date of filing;
 - Documentation proving the Bidder's electronic tax settlement declaration;
 - Confirmation letter from the tax authority (confirming annual payment

amount) on the fulfillment of tax obligations;

- Audit report (if available);
- Other relevant documents.

For foreign Bidders:

1. Financial statements (balance sheets including all relevant notes and income statements) for the years specified above.
2. A statement attesting to the accuracy of the contents of the Bidder's financial statements.

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

No.	Name of Subcontractor ⁽²⁾	Scope of work⁽³⁾	Work quantity⁽⁴⁾	Estimate value % ⁽⁵⁾	Contract or written agreement with Subcontractor ⁽⁶⁾
1					
2					
3					
4					
...					

Note:

- (1) In case of using Subcontractors to perform related services, declare according to this Form.
- (2) The bidder must specify 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 "Scope of work" column. If the bidder wins the contract, when mobilizing Subcontractors to perform the declared work, it must be approved by the Employer.
- (3) The bidder specifically records the name of the work item for the Subcontractor.
- (4) Bidders specify the amount of work for Subcontractors.
- (5) The Bidder specifically records the value of the percentage of work the Subcontractor undertakes compared to the bid price.
- (6) The Bidder specifies the contract number or agreement document and submits either the original or certified copies of these documents.

**LIST OF SUBSIDIARIES OR MEMBER COMPANIES UNDERTAKING
PORTION OF CONTRACT PACKAGE ⁽¹⁾**

No.	Name of subsidiary or member company ⁽²⁾	Work undertaken in the package ⁽³⁾	% Value relative to the bid price ⁽⁴⁾	Note
1				
2				
...				

Note:

- (1) In the case where Bidder is a parent company (e.g., a Corporation) that mobilizes a subsidiary or member company to carry out portion of the contract, the details must be specified in this table. The Bidder's experience will be evaluated based on the value and volume of work undertaken by the parent company, subsidiaries, or member companies in the contract. If Bidder is not a parent company, this Form does not apply.
- (2) Specify the name of the subsidiary or member company.
- (3) Specify the portion of work undertaken by the subsidiary or member company
- (4) Specify the % value of the work undertaken by the subsidiary or member company relative to the bid price.

DELIVERY SCHEDULE TABLE ⁽¹⁾

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

No.	List of goods	Unit	Quantity	Project location	Delivery date		Delivery date proposed by the Bidder <i>[State number of days: from the effective date of the contract or from the date the Employer requests delivery in case of multiple deliveries]</i>
					Earliest delivery date <i>[State number of days: from the effective date of the contract or from the date the Employer requests delivery in case of multiple deliveries]</i>	Latest delivery date <i>[State number of days: from the effective date of the contract or from the date the Employer requests delivery in case of multiple deliveries]</i>	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1							
2							
3							
...							

Note:

- (1) Goods must be delivered within the time period specified in the RFP. Bidders who propose a delivery time earlier than the earliest delivery date will not be given priority and will not be disqualified, unless otherwise specified by technical requirements. If the bidder proposes a delivery time later than this time period, the bidder's Bid will be disqualified.

BID PRICE SUMMARY TABLE

(In case the RFP requires offer according to Form No. 12.2 of this Chapter)

I. Bid Price Summary Table for Lump-sum Contract

No.	Content	Bid Price
1	Bid price for goods	<i>(M)</i> <i>[According to Form 12.2A]</i>
2	Related services	<i>(I)</i> <i>[According to Form 13A]</i>
	Total bid price <i>(Transfer to Letter of Bid)</i>	<i>(M) + (I)</i>

Legal representative of Bidder*[name, position, signature and stamp ⁽¹⁾]*

Note:

(1) For an independent Bidder, this content must be signed and stamped by the Bidder's legal representative (if applicable) or by the authorized representative(if applicable). For a joint venture Bidder, this content must be signed and stamped (if applicable) by the joint venture representative in accordance with the joint venture agreement.

Attention:

- The Bidder's authorized representative is either the legal representative or the authorized individual. The authorized individual is not permitted to further delegate their authorization to another party.
- In case the foreign bidder does not have an official seal, they must provide certification from a competent authority confirming that the signatures on the Letter of Bid and other documents within the BD are those of the Bidder's authorized representative.

BID PRICE TABLE FOR GOODS
(Applicable to lump sum contract)

No.	List of goods	Symbol	Brand	Year of manufacture	Origin (country, territory)	Manufacturer	Configuration and basic technical features	Unit	Quantity	HS code	Bid price	Total amount excluding all applicable taxes, fees, and charges (if any)	Any applicable taxes, fees, and charges (if any) payable in the event that the bidder is awarded the contract	In amount including all applicable taxes, fees, and charges (if any)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)=(10)x(12)	(14)	(15)=(13)+(14)
1	Permanent copyright of Core Insurance System Software								01					MI
Total												(M*)		(M)

Legal Representative of Bidder
[name, position, signature and stamp⁽¹⁾]

Note:

The total amount (M), exclusive of all applicable taxes, fees, and charges (if any), shall serve as the basis for bidder comparison and ranking. The value of applicable taxes, fees, and charges (if any) (column 14) will not be taken into consideration during*

the evaluation for comparison and ranking of bidders. The recommended contract award price and the contract price shall include all applicable taxes, fees, and charges (if any).

(1) For an independent Bidder, this content must be signed and stamped by the Bidder's legal representative (if applicable) or by the authorized representative(if applicable).

For a joint venture Bidder, this content must be signed and stamped (if applicable) by the joint venture representative in accordance with the joint venture agreement.

Attention:

- The Bidder's authorized representative is either the legal representative or the authorized individual. The authorized individual is not permitted to further delegate their authorization to another party.
- In case the foreign bidder does not have an official seal, they must provide certification from a competent authority confirming that the signatures on the Letter of Bid and other documents within the BD are those of the Bidder's authorized representative.

BID PRICE TABLE FOR RELATED SERVICES*(applicable to lump sum contract)*

No.	Description of services	Offer quantity	Unit	Service location	Date of service completion	Bid unit price	Total amount excluding all applicable taxes, fees, and charges (if any)	Any applicable taxes, fees, and charges (if any) payable in the event that the bidder is awarded the contract	In amount including all applicable taxes, fees, and charges (if any)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8) = (3) x (7)	(9)	(10)=(8)+(9)
1	<p>Software implementation services for the Non-Life Insurance Core System include but are not limited to:</p> <p><i>-Necessary tasks for the Bidder to customize the solution, conduct testing, installation, and deployment of the Core Insurance system software</i></p> <p><i>-Perform data migration</i></p> <p><i>-Conduct integration with external systems outside the Core</i></p> <p><i>-Provide training and technology transfer;etc.</i></p>	01	Package	Hanoi, Vietnam	18 months from the effective date of the contract				
Total							(I*)		(I)

Legal representative of Bidder

[name, position, signature and stamp ⁽¹⁾]

Note:

The total amount (I)*, exclusive of all applicable taxes, fees, and charges (if any), shall serve as the basis for bidder comparison and ranking. The value of applicable taxes, fees, and charges (if any) (column 9) will not be taken into consideration during the evaluation for comparison and ranking of bidders. The recommended contract award price and the contract price shall include all applicable taxes, fees, and charges (if any).

(1) For an independent Bidder, this content must be signed and stamped by the Bidder's legal representative (if applicable) or by the authorized representative (if applicable).

For a joint venture Bidder, this content must be signed and stamped (if applicable) by the joint venture representative in accordance with the joint venture agreement.

Attention:

- The Bidder's authorized representative is either the legal representative or the authorized individual. The authorized individual is not permitted to further delegate their authorization to another party.
- In case the foreign bidder does not have an official seal, they must provide certification from a competent authority confirming that the signatures on the Letter of Bid and other documents within the BD are those of the Bidder's authorized representative.

POST-IMPLEMENTATION SYSTEM MAINTENANCE COST TABLE*(The bidder submits this table for BIC to include in the evaluation price)*

No.	Maintenance content	Year 1	Year 2	Year 3	Year 4	Year 5	Total
1	Includes all necessary costs for system maintenance immediately after the warranty period expires						
2						
Total costs excluding taxes, fees, and charges							
Taxes, fees, and charges (if any)							
Total costs including taxes, fees, and charges (if any) <i>(Do not transfer the values in this table to the bid price summary table)</i>		<i>P1</i>	<i>P2</i>	<i>P3</i>	<i>P4</i>	<i>P5</i>	P=P1+P2+..+P5

Legal Representative of Bidder*[name, position, signature and stamp ⁽¹⁾]*

Note:

(1) For an independent Bidder, this content must be signed and stamped by the Bidder's legal representative (if applicable) or by the authorized representative(if applicable).

For a joint venture Bidder, this content must be signed and stamped (if applicable) by the joint venture representative in accordance with the joint venture agreement.

Attention:

- The Bidder's authorized representative is either the legal representative or the authorized individual. The authorized individual is not permitted to further delegate their authorization to another party.
- In case the foreign bidder does not have an official seal, they must provide certification from a competent authority confirming that the signatures on the Letter of Bid and other documents within the BD are those of the Bidder's authorized representative.

DECLARATION OF GOODS ELIGIBLE FOR PREFERENCES ⁽¹⁾

The Bidder is only be entitled to preferences for the items declared in the table below. In case the Bidder does not select an item, no preference shall be granted for that item.

No.	Name of goods	Origin <i>[Specify the country, territory, code, brand, and manufacturer]</i>	Goods with a domestic production cost of 30% or more		Goods produced by establishments employing at least 50% of their workforce as individuals with disabilities, war invalids, or ethnic minorities under labor contracts with a duration of 3 months or more, provided that such contracts remain valid at the bid closing time	Goods refer to innovative products developed in accordance with Clause 4, Article 6 of Decree No. 214/2025/ND-CP, which are being produced for the first time and meet the eligibility criteria for market introduction within the past six years; products specified under Point i, Clause 1, Article 10 of the Bidding Law	Domestic cost declaration	
			Domestic production cost ratio below 50%	Domestic production cost ratio above 50%			According to Form 15B	According to Form 15C
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1	Goods 1		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Goods 2		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
...	...							
n	Goods n		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Legal Representative of Bidder
[name, position, signature and stamp ⁽⁹⁾]

Note:

(1), (2): The Bidder shall declare the goods eligible for preferences and the origin of the goods.

(3), (4), (5), (6): The Bidder shall tick the corresponding box for each type of goods.

(7), (8): For goods with a domestic production cost of 30% or more, the Bidder shall declare the domestic production cost using Form 15B (for imported cost declaration) or Form 15C (for domestic production cost declaration in Vietnam)

(9) For an independent Bidder, this content must be signed and stamped by the Bidder's legal representative (if applicable) or by the authorized representative(if applicable).

For a joint venture Bidder, this content must be signed and stamped (if applicable) by the joint venture representative in accordance with the joint venture agreement.

Attention:

- The Bidder's authorized representative is either the legal representative or the authorized individual. The authorized individual is not permitted to further delegate their authorization to another party.
- In case the foreign bidder does not have an official seal, they must provide certification from a competent authority confirming that the signatures on the Letter of Bid and other documents within the BD are those of the Bidder's authorized representative.

DECLARATION OF DOMESTIC PRODUCTION COSTS OF GOODS ELIGIBLE FOR PREFERENCES
(in case of declaring imported costs)

No.	Name of goods	Bid price of Goods in the Bid	Tax value of all kinds	Imported cost declaration	Domestic production costs	% Ratio of domestic production costs
		(I)	(II)	(III)	$G^* = (I) - (II) - (III)$	$D(\%) = G^*/G$ Where $G = (I) - (II)$
	(1)	(2)	(3)	(4)	(5)	(6)
1	Goods 1					
2	Goods 2					
...	...					
n	Goods n					

Legal Representative of Bidder
[name, position, signature and stamp⁽⁷⁾]

Note:

(1): List the goods that the Bidder has selected in column (7) of Form No. 15A.

(2): Record the unit price quoted by the Bidder (the unit price includes all taxes, fees, and charges (if any)).

(3), (4), (5), (6): To be declared by the Bidder.

(7) For an independent Bidder, this content must be signed and stamped by the Bidder's legal representative (if applicable) or by the authorized representative (if applicable).

For a joint venture Bidder, this content must be signed and stamped (if applicable) by the joint venture representative in accordance with the joint venture agreement.

Attention:

- The Bidder's authorized representative is either the legal representative or the authorized individual. The authorized individual is not permitted to further delegate their authorization to another party.

- In case the foreign bidder does not have an official seal, they must provide certification from a competent authority confirming that the signatures on the Letter of Bid and other documents within the BD are those of the Bidder's authorized representative.

DECLARATION OF DOMESTIC PRODUCTION COSTS OF GOODS ELIGIBLE FOR PREFERENCES ⁽¹⁾
(in case of declaring production costs in Vietnam)

No.	Name of goods	Bidder as Trader		Bidder as Manufacturer	Domestic production costs	% rate of domestic production costs	
						Bidder as Trader	Bidder as Manufacturer
		Bid price of goods (I)	Tax value of all kinds ⁽²⁾ (II)	Ex-works price (EXW) of goods (G)	G*	$D(\%) = G^*/G$ Where $G = (I) - (II)$	$D(\%) = G^*/G$
	(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	Goods 1						
2	Goods 2						
...	...						
n	Goods n						

Legal Representative of Bidder
[name, position, signature and stamp ⁽⁸⁾]

Note:

(1) List the goods that the Bidder has selected in column (8) of Form No. 15A

(2), (3), (4), (5), (6): To be declared by the Bidder.

(7) For an independent Bidder, this content must be signed and stamped by the Bidder's legal representative (if applicable) or by the authorized representative(if applicable).

For a joint venture Bidder, this content must be signed and stamped (if applicable) by the joint venture representative in accordance with the joint venture agreement.

Attention:

- The Bidder's authorized representative is either the legal representative or the authorized individual. The authorized individual is not permitted to further delegate their authorization to another party.
- In case the foreign bidder does not have an official seal, they must provide certification from a competent authority confirming that the signatures on the Letter of Bid and other documents within the BD are those of the Bidder's authorized representative.

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Part 2. TECHNICAL REQUIREMENTS

Chapter V. TECHNICAL REQUIREMENTS

Section 1. Technical Requirements

1.1. General Introduction to the Project and the Package

a. Name of project: Insurance Core System Transformation

b. Employer:

- BIDV Insurance Corporation.
- Address: No. 263 Cau Giay – Cau Giay Ward – Hanoi City.
- Establishment and Operation License: 11/GPDC7/KDBH issued by the Ministry of Finance on October 1, 2010, in Hanoi.

c. Project Implementing Unit:

- Project Management Unit for Digital Transformation of Insurance Business Operations (PMU)

d. Project Objectives:

- Implement the digital transformation strategy at BIC.
- Improve business efficiency, reduce operation time and costs, and strengthen risk management.
- Ensure alignment with BIC’s business strategy for 2024–2028 and its vision towards 2030

d. Form of Investment: New procurement investment.

e. Content and Scope of Investment:

- The Insurance Core System Transformation Project includes the following items:

No.	Name of item	Description
I	Insurance Core Software System	<ul style="list-style-type: none">– Provide licensing for one Insurance Core Software system for deployment in Production, HA, DR, UAT, SIT, and DEV environments– First-year warranty for the Insurance Core Software System– Customize the solution and install the Insurance Core Software system in Production, HA, and DR environments– Perform data migration– Integrate with external systems outside the Core system

		- Training and technology transfer
II	Infrastructure for the Insurance Core System Software	<ul style="list-style-type: none"> - Provide network, security, storage, and server equipment for Production, HA, DR, UAT, SIT, and DEV environments to support the deployment of the Insurance Core System software - Provide licenses and support services for system software and other software, such as middleware, operating systems, databases, etc., across Production, HA, DR, UAT, SIT, and DEV environments to support the deployment of the Insurance Core System software

- Implement the Bidding Package “Procurement and Implementation of the Insurance Core System” for the Insurance Core System Software component first. Based on the infrastructure requirements for the Core System provided by the supplier, the total investment for the “Infrastructure for the Insurance Core System Software” component will be developed and submitted to the competent authorities for approval in accordance with current regulations.

f. Project Location:

- Project implementation site: BIDV Insurance Corporation – 263 Cau Giay, Hanoi City, Vietnam

g. Total investment:

- Bid price for the package “Procurement and Implementation of the Insurance Core System”: VND 104.694.589.313 (\$ 3.946.123, exchange rate USD/VND = 26.531 as listed by BIDV on August 28, 2025), inclusive of all taxes and contingencies.

(In words: One hundred four billion, six hundred ninety-four million, five hundred eighty-nine thousand, three hundred thirteen Vietnamese dong).

h. Funding source: From BIC's business capital.

i. Implementation period

The contract duration for the Package "Procurement and Implementation of the Insurance Core System" is 18 months from the effective date of the contract.

1.2. Scope of supply of goods and related services:

The scope of supply for the package is detailed in the following table:

No.	Item	Quantity	Unit	Delivery location	Latest delivery date
1	<p>Permanent copyright of Insurance Core Software System (<i>equipped with copyright for the Insurance Core Software system developed for Production, HA, DR, UAT, SIT, DEV environments</i>)</p> <p>Including: One-year warranty after acceptance and deployment of the system in Production, HA, and DR environments.</p>	01	System	Hanoi, Vietnam	30 days from the effective date of the contract

The list of related services for implementing the package is as shown in the table below:

No.	Service Description	Quantity	Unit	Service Execution location	Service completion date
1	<p>Software implementation services for the Non-Life Insurance Core System include but are not limited to:</p> <ul style="list-style-type: none"> -Necessary tasks for the Bidder to customize the solution, conduct testing, installation, and deployment of the Core Insurance system software -Perform data migration -Conduct integration with external systems outside the Core -Provide training and technology transfer; etc 	01	Service package	Hanoi, Vietnam.	18 months from the effective date of the contract

1.3. Implementation plan and roadmap

The Bidder is responsible for proposing one or more feasible and effective implementation plans and roadmaps, aligned with the existing resources of BIC and the resources proposed by the Bidder. The Bidder must outline the benefits and analyze the feasibility, efficiency, as well as potential risks associated with each proposed plan.

The proposal includes, but is not limited to, the following items:

No.	Work content	Implementation schedule (Timeframe)
Contract negotiation		
1	Survey and analyze business operations, business processes, and workflow of the Insurance Core System - Develop detailed business and technical requirements, approved by BIC. - Provide input and assist BIC in designing business processes and operational management aligned with the new Insurance Core solution. - Develop the CIS solution architecture for BIC, including integration with and linkage with other critical systems currently being implemented at BIC, and accommodating changes in BIC's current IT environment. - Propose infrastructure architecture to support the deployment of the CIS system.	Not exceeding 12 months
2	Develop the Implementation Plan based on GAP analysis documents, business models, and research findings	
Project implementation		
1	System Development - Design, develop, and/or customize the Software	18 months from the effective date of the contract
2	Provide training for technical and operational staff participating in the project to ensure the ability to deploy the CIS system - Provide training according to the plan	

No.	Work content	Implementation schedule (Timeframe)
	- Transfer related Documents.	
3	Acceptance Testing: - Conduct acceptance testing to ensure that Hardware and Software comply with the Requirements Description and the Contract.	
4	Migrate data from existing systems to the new CIS system.	
5	Pilot Deployment: - Conduct pilot deployment in selected key units - Perform acceptance of results after pilot deployment	
6	Actual System Deployment - Ensure the CIS system is ready for use on the official deployment date; - Provide all required documentation - Verify the system's operation.	
7	Monitoring and Supervision of CIS System Deployment at BIC: - Adjust parameters to align with BIC's requirements.	
8	Training and Technology Transfer: - Transfer relevant documentation - Conduct in-depth training and technology transfer (if applicable) - Train BIC's technical team to enable them to independently perform maintenance and customize the CIS system in response to future change requests	

1.4. Technical Requirements

Technical Requirements include the following basic contents:

1.4.1. Business Requirements

Refer to Appendix- Business Requirements

1.4.2. Non-Functional Requirements

Refer to Appendix – Non-Functional Requirements

1.4.3. Technical Requirements

Refer to Appendix - Technical Requirements

1.4.4. Service Requirements

Refer to Appendix – Service Requirements

1.4.5. Request to perform Proof of Concept (PoC)

BIC will require Bidders who meet the capacity and experience criteria in Table 01 Section 2.1 Chapter III, and achieve the technical evaluation scores under Chapter III to conduct a Proof of Concept (“PoC”) on the actual product to prove the Bidder’s ability to meet BIC’s requirements specified in the RFP.

The Bidder who successfully completes the PoC and achieves the highest overall score will be invited to participate in contract negotiations. If that Bidder does not submit a letter of acceptance to participate in the negotiations or fails to attend the negotiation session, BIC will invite the next-ranked Bidder to participate in the contract negotiations.

For clarity, any approval or acceptance by BIC of the PoC results shall in no way affect BIC’s rights under this Contract or the RFP.

Section 2. Drawings

No drawings available.

Section 3. Inspection and Testing

The inspections and tests to be conducted include those referenced in Section 1.4.4, Item 1, Chapter V.

Part 3. CONDITIONS OF THE CONTRACT

Chapter VI. GENERAL CONDITIONS OF THE CONTRACT

1. Definitions	<p>In this Contract, the following terms shall be construed as follow:</p> <p>1.1. “Employer” refers to the organization specified in the SCC;</p> <p>1.2. “Contract” means the written agreement between the Employer and the Bidder, signed by both parties, including all appendicies and accompanying document;</p> <p>1.3. “Bidder” refers to the successful bidder (which may be an independent bidder or a joint venture) as stipulated in the SCC;</p> <p>1.4. “Subcontractor” refers to any organization or individual that enters into a contract with the Bidder to participate in the performance of related services;</p> <p>1.5. “Contract Documents” means the documents listed in the Contract, including any amendments or supplements to the Contract;</p> <p>1.6. “Contract Price” refers to the value specified in the contract between the Employer and the Bidder, representing the total amount stated in the contract for the supply of goods and related services. The Contract Price includes all costs related to taxes, fees, and charges (if applicable);</p> <p>1.7. “Day” refers to a calendar day; “year” refers to 365 days;</p> <p>1.8. “Goods” is understood to include the following: Software Copyright for the Non-Life Insurance Core System</p> <p>1.9. “Related Service” means the services for implementing the Insurance Core System software provided by the Biddr, including but not limited to (i) First-year warranty for the Insurance Core System software; (ii) System integration; (iii) Data migration; (iv) Training and technology transfer; (v) Any tasks necessary for the Bidder to customize, test, install, and deploy the Insurance Core</p>
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	<p>System software, etc.;</p> <p>1.10. “Completion” means that the Bidder has fulfilled the related services in accordance with the terms and conditions of the Contract;</p> <p>1.11. “Project Site” means the location specified in the SCC;</p> <p>1.12. “Contract Execution Period” is calculated from the effective date of the contract until the parties have fulfilled their obligations as stipulated in the signed agreement.</p>
2. Contract Documents and Order of Precedence	<p>2.1. All documents specified in Section 2.2 of the GCC (including all parts of such documents) shall constitute the Contract, forming a unified whole that is mutually complementary and explanatory.</p> <p>2.2. The Contract documents constituting the Contract shall be arranged in the following order of precedence:</p> <ul style="list-style-type: none"> a) The Contract document, together with all Contract appendices; b) The fully completed SCC, including any amendments, supplements, or clarifications made during the Bidder selection process or contract finalization (if any); c) Minutes of contract negotiation (if any) and minutes of contract finalization; d) The General Conditions of the Contract; e) The decision approving the Bidder selection results; f) The Letter of Bid Acceptance and Contract Award; g) The Bid and any clarifications thereto (if any) submitted by the Bidder; h) The RFP and any amendments or clarifications thereto (if any); i) Other documents specified in the SCC.
3 Law and Language	<p>The governing law of the Contract is the law of Vietnam, and the languages of the contract are Vietnamese and English.</p> <p>In the event of any discrepancy between the Vietnamese and English versions, the Vietnamese version shall prevail.</p>

4. Notice	<p>4.1. Any notice from one party to the other concerning the contract must be made in writing, addressed as specified in the SCC. The term "in writing" refers to the communication of information in written form with proof of receipt.</p> <p>4.2. A notice from one party shall be effective from the date it is received by the other party or the effective date stated in the notice, whichever is later.</p>
5. Contract Performance Security	<p>5.1. Contract performance security must be submitted to the Employer not later than the date specified in the Letter of Bid Acceptance and Contract Award. The Contract Performance Security shall be provided in one or more of the following forms:</p> <p>a) Submit a letter of guarantee issued by a domestic credit institution or a branch of a foreign bank established in accordance with Vietnamese law;</p> <p>b) Submit an insurance guarantee certificate issued by a domestic non-life insurance company or a branch of a foreign non-life insurance company established in accordance with Vietnamese law.</p> <p>The Contract Performance Security under points a and b of this clause shall be unconditional (payable upon demand) and in the form prescribed in Part 4 or another form approved by the Employer.</p> <p>5.2. The Contract Performance Security shall have the value and validity as specified in the SCC.</p> <p>5.3. The Contract Performance Security shall be paid to the Employer to cover any losses arising from the Bidder's failure to fulfill its contractual obligations.</p> <p>5.4. The term for the return of the Contract Performance Security shall be in accordance with the provisions of the SCC.</p>
6. Subcontracting	<p>6.1. The Bidder may enter into contracts with subcontractor listed in the SCC to perform the related services outlined in the BD. The engagement of subcontractor shall not alter the Bidder's obligations. The Bidder shall remain full responsible</p>

	<p>to the Employer for the scope, quality, schedule, and other obligations related to the work performed by the subcontractors.</p> <p>The replacement or addition of subcontractors listed in the Bid, or changes to the scope of work assigned to Subcontractors in the BD, shall only be executed with the Employer's approval. The engagement of subcontractors must align with the Bidder's requirements for contract execution, and the subcontractors must meet the capacity and experience criteria as required by the Bidder.</p> <p>6.2. The Bidder is responsible for making full and timely payments to the subcontractors in accordance with the terms agreed upon between the Bidder and the subcontractors.</p>
7. Dispute Resolution	<p>7.1. The Employer and the Bidder shall resolve any disputes arising between them through negotiation and conciliation.</p> <p>7.2. If a dispute cannot be resolved through negotiation or conciliation within the period specified in the SCC from the date the dispute arises, either Party may request that the dispute be resolved under the mechanism specified in the SCC.</p>
8. Scope of supply	<p>Goods and related services must be provided in accordance with the provisions outlined in Chapter V of the RFP.</p>
9. Delivery schedule, completion timeline for related services (if applicable), and supporting documents	<p>The delivery schedule and completion timeline for related services (if applicable) must be executed in accordance with the provisions outlined in Form No. 01A and Form No. 01D, Chapter IV. The Bidder is required to provide invoices, supporting documents, and other relevant materials as stipulated in the SCC.</p>
10. Bidder's Responsibilities	<p>The Bidder shall provide all goods and related services (if any) within the scope of supply specified in Section 8 of the GCC and in accordance with the delivery schedule and completion period for related services stipulated in Section</p>

	<p>9 of the GCC.</p> <p>The Bidder must assign personnel specified in items 1, 2, 3, 6, 7, 10, 11, and 12 of Section 2, Chapter III of the RFP to work full-time at the project site in Vietnam, from the commencement of the project until the completion of the work. For other personnel listed in Section 2, Chapter III of the RFP, the Bidder shall ensure their availability to work full-time at the project site in Vietnam upon the Employer's request.</p>
11. Type of Contract and Contract Price	<p>11.1. Type of Contract: as stipulated in the SCC.</p> <p>11.2. The Contract Price stipulated in the SCC encompasses all costs required to complete the supply of goods and related services for the package specified in the Contract Price Schedule, ensuring adherence to the progress and quality requirements of the package.</p>
12. Taxes, Fees, and Charges	<p>12.1. The Bidder shall be responsible for all costs related to taxes, fees, and charges incurred (including but not limited to Foreign Contractor Tax in Vietnam).</p> <p>12.2. In case the Bidder is eligible for tax, fee, or charge exemptions or reductions, the Employer shall provide maximum support to the Bidder in applying such exemption or reduction policies.</p> <p>12.3. Tax adjustments shall be implemented in accordance with the provisions specified in the SCC.</p>
13. Advance	<p>13.1. The Employer shall provide the Bidder with an advance payment as specified in the SCC, upon the Bidder submitting an Advance Payment Security equivalent to the advance amount. The Advance Payment Security must be issued by a domestic credit institution or a branch of a foreign bank established under Vietnamese law.</p> <p>13.2. The Bidder shall use the advance payment solely for the performance of the Contract. The Bidder must demonstrate that the advance payment has been used for the intended purpose and for the correct beneficiaries by submitting copies of invoices, supporting documents, or related materials to the Employer.</p>

14. Payment	<p>14.1. The Bidder's payment request must be submitted to the Employer in writing, accompanied by invoices detailing the delivered goods and related services performed, along with supporting documents as stipulated in Section 9 of the GCC, and the payment request shall be sent upon completion of other obligations specified in the contract.</p> <p>14.2. Payment shall be made in accordance with the provisions of the SCC.</p> <p>14.3. The payment currency shall be VND and/or USD.</p>
15. Copyright	<p>15.1. Copyright for all drawings, documents, and records containing information and data submitted by the Bidder to the Employer shall remain with the Bidder. In cases where such drawings, documents, and records are provided to the Employer directly or through the Bidder by a third party, the copyright of such drawings, documents, and records shall belong to that third party.</p> <p>15.2. Other rights are as specified in the SCC.</p>
16. Use of Contract-Related Documents and Information	<p>16.1. The Employer and the Bidder shall maintain the confidentiality of any documents, data, or other information related to the contract provided directly or indirectly by one party to the other. Such documents, data, or information shall not be disclosed to any third party without the prior written consent of the other party, regardless of whether the documents, data, or information were provided before, during, or after the completion or termination of the contract. The Bidder may transfer to subcontractors the appropriate documents, data, and information provided by the Employer for the subcontractors to perform their work under the contract; in such cases, the subBidders must commit to the Bidder to maintain the confidentiality of such documents, data, or information.</p> <p>16.2. The Employer shall not use the documents, data, and other information received from the Bidder for any purpose unrelated to the contract. Similarly, the Bidder shall not use the documents, data, and other information received from</p>

	<p>the Employer for any purpose unrelated to the execution of the contract.</p> <p>16.3. The obligations of the Employer and the Bidder stipulated in Clauses 16.1 and 16.2 of the GCC shall not apply to the following information:</p> <ul style="list-style-type: none"> a) Information that the Employer or the Bidder is required to provide to competent authorities; b) Information that has been or will be disclosed without any fault of the Employer or the Bidder; c) Information owned by one party at the time of disclosure and not previously provided directly or indirectly by the other party; d) Information lawfully obtained by one party from a third party not bound by confidentiality obligations. <p>16.4. The provisions of Clause 16 of the GCC shall not alter any confidentiality commitments made by either party prior to the contract signing date concerning the supply of goods or services.</p> <p>16.5. The provisions of Clause 16 of the GCC shall remain in effect after the completion or termination of the contract for any reason.</p>
17. Technical Specifications and Standards	<p>The goods and related services provided under the Contract must comply with the specifications and standards stipulated in Chapter V of the RFP; if any specification or standard is not specified in Chapter V, equivalent or higher specifications and standards currently in effect in the country or territory of origin of the goods shall be apply.</p>
18. Packaging of Goods	<p>18.1. The Bidder must package the goods in accordance with the specified requirements to prevent damage during transportation to the project site as stipulated in the contract. During transport, the packaging must be sufficiently strong to withstand severe impacts, extreme temperatures (both high and low), exposure to saltwater, rainwater, and outdoor conditions. The dimensions and weight of each package must take into account transportation conditions such as distance, means of transport, and infrastructure conditions from the</p>

	<p>place of shipment to the project site.</p> <p>18.2. The packaging, labeling of goods, and accompanying documents inside and outside the packages must comply with the specific requirements outlined in the Contract, including any provisions (if applicable) specified in the SCC and other instructions from the Employer.</p>
19. Insurance	<p>Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured against any loss or damage that may occur during production, receipt, transportation, storage, and delivery in accordance with the provisions of the SCC.</p>
20. Transportation and Related Services	<p>20.1. Requirements for the transportation of Goods and other related requirements are as specified in the SCC.</p> <p>20.2. The Employer may request the Bidder to provide one or more of the following services, including any services (if applicable) as stipulated in the SCC:</p> <ul style="list-style-type: none"> a) Perform installation or supervise installation on-site, and conduct testing of goods; b) Provide necessary tools for the assembly and maintenance of goods; c) Provide detailed documentation for the operation and maintenance of each type of goods; d) Operate, supervise, or maintain and repair goods within the agreed-upon timeframe, provided that such services shall not exempt the Bidder from any warranty obligations under this Contract; e) Train the Employer's personnel on the installation, testing, operation, maintenance, and repair of goods. <p>20.3. In the event of services arising outside the scope of the Contract, the Employer and the Bidder shall negotiate the cost of service execution, ensuring it does not exceed the rates applied by the Bidder for similar services in other contracts.</p>
21. Inspection and Testing of	<p>21.1. The Bidder shall conduct all tests and inspections of the goods and related services as stipulated in the SCC and</p>

Goods	<p>shall bear all costs associated with such test and inspection.</p> <p>21.2. The inspection and test may be carried out at Bidder's premises or other facilities at the delivery location, and/or the project site, or at any other location as specified in the SCC. Pursuant to Clause 21.3 of the GCC, in cases where the inspection and test are conducted at the Bidder's premises or other facilities, the inspection personnel must be provided with all necessary means and support, including access to drawings and production data; the Employer shall not bear any costs for these means and support.</p> <p>21.3. The Employer or its representative has the right to attend the tests and inspections specified in Clause 21.2 of the GCC, provided that the Employer bears all costs incurred in relation to such attendance, including travel and accommodation expenses.</p> <p>21.4. Before conducting inspections or tests, the Bidder must notify the Employer of the location and time of such inspections or tests. If the participation of the Employer in the inspections or tests requires the approval of a third party or the manufacturer, the Bidder must obtain written consent from the relevant parties.</p> <p>21.5. The Employer may request the Bidder to conduct additional inspections or tests outside the scope of the contract if it is deemed necessary to verify that the Goods meet the technical specifications and performance requirements of the Contract, provided that the reasonable costs incurred for such inspections or tests are added to the contract price. If the inspections or tests delay the production schedule and/or the Bidder's fulfillment of other obligations under the contract, the Employer shall consider adjusting the delivery date, the completion date of related services, and other affected obligations.</p> <p>21.6. The Bidder must submit to the Employer the reports on the results of all inspections and tests.</p> <p>21.7. The Employer reserves the right to reject any goods or components of goods that fail to meet the requirements during inspections, testing, or do not conform to the</p>
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	<p>technical specifications stipulated in the contract. The Bidder shall replace such goods or components of goods or make the necessary adjustments to ensure compliance with the technical specifications outlined in the contract, bearing all costs associated with such replacement or adjustment. Subsequently, the Bidder must conduct re-inspections and re-testing at their own expense and notify the Employer in accordance with the provisions of Clause 21.4 GCC.</p> <p>21.8. The Bidder's performance of test and inspection of goods or components of goods, the Employer's or the Employer's representative's participation in such test and inspection, or the reporting of testing and inspection results as stipulated in Clause 21.6 GCC, shall not exempt the Bidder from warranty obligations or any other contractual obligations.</p>
22. Penalties and compensation for damages	Contract breach penalties and compensation for damages as stipulated in the SCC.
23. Warranty	<p>23.1. The Bidder shall ensure that the supply of new, unused goods in accordance with the submitted proposal.</p> <p>23.2. The Bidder shall ensure that the goods are free from defects arising from any actions or negligence on the part of the Bidder, or due to design, materials, or manufacturing techniques when the goods are used under normal conditions prevalent in Vietnam.</p> <p>23.3. Warranty requirements for the goods are specified in the SCC.</p> <p>23.4. If any defects in the goods are detected, the Employer shall promptly notify the Bidder, providing supporting documents. The Employer shall allow the Bidder to inspect the reported defects.</p> <p>23.5. Upon receiving the Employer's notice of defective Goods, the Bidder shall promptly repair or replace the defective goods within the timeframe specified in the SCC and bear all associated costs associated with the repair or replacement.</p> <p>23.6. If the Bidder, despite being notified, fails to repair the</p>

	<p>defects in the goods within the timeframe specified in the SCC, the Employer may carry out the repairs itself (if necessary). The Bidder shall bear all risks and costs related to such repairs. The Employer's self-repair of defective Goods shall not affect any other rights of the Employer under the Contract.</p>
<p>24. Compensation for Patent Infringement</p>	<p>24.1. Provided that the Employer complies with Section 24.2 of the GCC, the Bidder shall indemnify and hold harmless the Employer and the Employer's personnel from any claims, administrative proceedings, complaints, demands, losses, damages, or costs, including legal fees, arising from infringement or alleged infringement of patents, utility models, industrial designs, trademarks, copyrights, or other intellectual property rights registered or existing as of the date of contract signing, where such infringement or alleged infringement is related to:</p> <ul style="list-style-type: none"> a) The installation of goods performed by the Bidder or the use of goods in Vietnam; b) The sale of products manufactured from the goods. <p>The above indemnity shall not apply in the following cases: the use of goods or any part thereof beyond the purposes stated in the contract or reasonably arising from the contract; infringement arising from the use of goods or any part thereof, or any products manufactured from the goods in combination with equipment, facilities, or materials not supplied by the Bidder under the contract.</p> <p>24.2. In the event of lawsuits or claims against the Employer related to the matters specified in Section 24.1 of the GCC, the Employer shall promptly notify the Bidder. The Bidder may, on behalf of the Employer, resolve such lawsuits or claims or negotiate to settle them and shall bear the related costs.</p> <p>24.3. If the Bidder does not notify the Employer of its intention to handle the litigation or claim within 28 days of receiving notice from the Employer, the Employer shall resolve the matter independently.</p> <p>24.4. Upon request, the Employer shall assist the Bidder in</p>

	<p>resolving such lawsuits or claims and shall be reimbursed by the Bidder for all reasonable costs incurred.</p> <p>24.5. The Employer shall indemnify and hold harmless the Bidder, subBidders, and the Bidder's personnel from any claims, administrative proceedings, complaints, demands, losses, damages, or costs, including legal fees, arising from infringement or alleged infringement of patents, utility models, industrial designs, trademarks, copyrights, or other intellectual property rights registered or existing as of the date of contract signing, where such infringement or alleged infringement arises from or is related to any designs, data, drawings, specifications, or documents provided or designed by the Employer or on behalf of the Employer.</p>
25. Changes in Legal Requirements	<p>Unless otherwise stipulated in the contract, from 28 days prior to the bid closing date onwards, if any policy is issued, replaced, amended, or declared invalid in Vietnam, that affects the delivery date and/or the contract price, the delivery date or contract price shall be adjusted accordingly to reflect the extent of the impact on the Bidder in performing its obligations under the Contract. Any increase or decrease in the contract price shall not be separately paid or recorded as a separate payable item if such adjustment to the contract price has already been provided in Section 11 of the GCC.</p>
26. Force Majeure	<p>26.1. The Bidder shall not be subject to forfeiture of the Performance Security, nor be liable for liquidated damages, penalties, or termination of the Contract if prevented from fulfilling contractual obligations due to force majeure events that obstruct progress or make performance impossible.</p> <p>26.2. In the occurrence of a force majeure event, the failure of a party to perform any of its obligations shall not be considered a breach or default of the Contract, provided that the affected party: (a) has undertaken reasonable, prudent preventive measures and necessary alternatives, all with the aim of fulfilling the terms and conditions of this Contract, and (b) continues to perform its obligations under the Contract to the extent that such performance remains</p>

	<p>reasonable and practicable.</p> <p>26.3. In this Contract, force majeure is understood as events beyond the control of the parties, unforeseeable, unavoidable, and rendering the performance of the Contract impossible, where the cause is not due to negligence or lack of diligence by the parties. Force majeure events may include but are not limited to war, riots, strikes, fires, floods, epidemics, quarantines due to disease control, or government policies and regulations.</p> <p>26.4. Upon the occurrence of a force majeure event, the affected party must promptly notify the other party in writing of such event and its causes within 14 days from the date the force majeure event occurs. At the same time, the affected party must provide the other party with a certificate of the force majeure event issued by a competent authority at the location where the force majeure event occurred.</p> <p>The Bidder affected by the force majeure event must continue to fulfill its contractual obligations to the extent permitted by the actual circumstances and must take all reasonable measures to mitigate the consequences of the force majeure event.</p> <p>26.5. The period within which a Party is required to perform any obligation under this Contract shall be extended by a duration equal to the period during which performance was prevented due to the force majeure event.</p>
27. Amendment of Contract	<p>27.1. The Employer may request the Bidder to amend or supplement the following items within the scope of the Contract:</p> <ul style="list-style-type: none"> a) Amendements to drawings, technological designs, or technical requirements in cases where the goods supplied under the contract are custom-manufactured for the Employer; b) Changes in the method of transportation or packaging; c) Changes in the delivery location; d) Changes in related services; e) Adjustment of the contract performance schedule as stipulated in Section 28 of the GCC. <p>27.2. Where the amendment or supplementation of the items within the scope of the contract as specified in</p>

	<p>Section 27.1 of the GCC results in changes in costs or the timeline for performing any provisions of the contract, the contract price or the delivery date, or the completion date of related services must be adjusted accordingly, and both parties shall proceed to amend the contract. The Bidder's request for adjustment of the contract price, delivery date, or completion date must be made within 28 days from the date the Bidder receives the Employer's request for amendment or supplementation of the contract scope of work.</p> <p>27.3. In the event that the Bidder supplies goods with a new version from the same manufacturer, of the same origin, and with technical features, configurations, specifications, etc., equivalent to or better than those vof goods proposed by the Bidder in the Bid, and meeting the requirements of the RFP, the Bidder must notify the Employer in writing in advance for the Employer's consideration. In such case, based on actual needs, the Employer may approve the Bidder's proposal, provided that the unit prices and other contractual conditions remain unchanged.</p> <p>27.4. If additional related services not specified in the Contract are required, the Employer and the Bidder shall conduct negotiations to ensure that the unit prices are consistent with prevailing market prices.</p> <p>27.5. The Employer and the Bidder shall engage in negotiations to establish the basis for signing a contract amendment document in the event of contract modifications.</p> <p>27.6. During the performance of the contract, the Bidder may propose cost-saving solutions, which shall include at least the following contents:</p> <ul style="list-style-type: none"> a) Details of the proposed solution, explaining the differences compared to the requirements under the signed contract; b) Comprehensive cost–benefit analysis of the solution, including a description and estimation of costs (including life-cycle costs) that may be incurred for the Employer in the event the Bidder’s proposal is accepted; c) The impact of the solution on the effectiveness of Contract performance. <p>27.7. The Employer may approve the Bidder's proposal if</p>
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	<p>it demonstrates one of the following benefits without affecting the essential functions of the goods:</p> <ul style="list-style-type: none"> a) Shortening the delivery time; b) Reducing the Contract price or life-cycle costs for the Employer; c) Enhancing the quality, efficiency, or sustainability of the goods under the Contract; d) Any other benefits to the Employer. <p>In the event the Bidder's proposal is approved by the Employer and results in a reduction in the Contract price, the Employer shall pay the Bidder according to the proportion specified in the SCC with respect to the reduced Contract value.</p> <p>In the event the Bidder's proposal is approved by the Employer and results in an increase in the Contract price but reduces life-cycle costs due to the impact of the factors specified in points a, b, c, and d of this Clause, the Employer shall pay the Bidder for the increased Contract value.</p>
28. Adjustment of Contract Performance Schedule	<p>28.1. During the performance of the Contract, if adverse conditions arise that hinder the Bidder or its subBidders in supplying the goods and in complying with the schedule for related services as stipulated in Section 9 of the GCC, the Bidder shall promptly notify the Employer in writing of the delay, its causes, and the expected duration of the delay. On the basis of the Bidder's notice, the Employer shall promptly assess the situation and may consider extending the Contract. If the Employer agrees to such extension, the Parties shall conduct negotiations as the basis for executing a Contract Amendment.</p> <p>28.2. Except in cases of Force Majeure as specified in Section 26 of the GCC, if the Bidder delivers the goods late or completes the related services late, it shall be liable to compensate the Employer for damages in accordance with Clause 22 of the GCC.</p>
29. Termination of the Contract	<p>29.1. Termination for Default</p> <ul style="list-style-type: none"> a) The Employer may terminate the Contract, in whole or in part, without prejudice to any other remedies for contractual breaches, by providing written notice to the Bidder regarding the breach of contract in the following

	<p>cases:</p> <p>(i) The Bidder fails to deliver the goods or any part of the goods within the period specified in the Contract, or within the extended period as stipulated in Section 28 of the GCC;</p> <p>(ii) The Bidder fails to perform any other obligations under the Contract;</p> <p>(iii) The Employer determines that the Bidder has committed 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 the event that the Employer terminates the Contract, in whole or in part, pursuant to ppint a of this Clause, the Employer may procure goods and related services like those that have not been performed under the terms and methods deemed appropriate. The Bidder shall be liable to compensate the Employer for any additional costs incurred from the procurement of such similar goods and services. However, the Bidder shall continue to perform the portion of the Contract not terminated</p> <p>29.2. Termination for Insolvency</p> <p>If the Bidder becomes bankrupt or insolvent, the Employer may, at any time, terminate the Contract by giving notice to the Bidder. In such event, the Contract shall be deemed terminated, and the Bidder shall not be entitled to any compensation, provided that such termination shall not prejudice or affect any right of action or remedy that has accrued or may accrue thereafter to the Employer.</p>
30. Export Restrictions	<p>In the event that the country or territory supplying goods and services imposes trade regulations resulting in export restrictions that hinder the Bidder's performance of its contractual obligations, the Bidder shall not be required to complete the delivery of goods or the performance of services, provided that the Bidder furnishes the Employer with evidence demonstrating that it has completed all necessary export formalities, including obtaining licenses or authorizations for the export of the goods and services under the Contract. In such case, the Employer may terminate the Contract with the Bidder.</p>

Chapter VII. SPECIFIC CONDITIONS OF THE CONTRACT

Unless otherwise specified, all Specific Conditions of the Contract (SCC) must be filled fully by the Employer before issuing the RFP.

GCC 1.1	<p>Employer: Bank for Investment and Development of Vietnam Joint Stock Insurance Corporation</p> <p>+ Address: 11th floor, Building No. 263 Cau Giay District, Cau Giay Ward, Hanoi, Vietnam.</p> <p>+ Tel.: 84 - 024.22200282</p>
GCC 1.3	<p>Bidder:___ <i>[insert name, address, bank account number, tax code, telephone, fax, and email of the Bidder.]</i>.</p>
GCC 1.11	<p>Project location:</p> <p>Bank for Investment and Development of Vietnam Joint Stock Insurance Corporation</p> <p>Address: 11th floor, Building No. 263 Cau Giay District, Cau Giay Ward, Hanoi, Vietnam.</p>
GCC 2.2 (i)	<p>The following documents shall also form part of the Contract:___ <i>[list documents]</i>.</p>
GCC 4.1	<p>All notices shall be sent to the Employer at the following address:</p> <p>Recipient: Bank for Investment and Development of Vietnam Joint Stock Insurance Corporation</p> <p>Address: 11th floor, Building No. 263 Cau Giay District, Cau Giay Ward, Hanoi, Vietnam.</p> <p>Tel.: 84 - 024.22200282</p> <p>Email address: qlda.bic@bidv.com.vn</p>
GCC 5.2	<p>- Contract performance security value: 2% of the contract value.</p> <p>- Validity of the contract performance security: The contract performance security must remain valid until the contractor has fulfilled all contractual obligations, including the delivery of all goods and completion of the implementation services, the signing of the acceptance minutes by both parties, and the contractor's transition to the warranty obligations as prescribed.</p>

GCC 5.4	<p>Deadline for refunding the contract performance security:</p> <p>Within 30 days from the date both parties sign the acceptance report, and the Bidder has commenced its warranty obligations in accordance with the Contract.</p>
GCC 6.1	<p>List of Subcontractors: __ <i>[indicate the list of subcontractors in accordance with the list of subcontractors specified in the BD]</i>.</p>
GCC 7.2	<p>Time for Mediation: 30 days.</p> <p>Dispute Resolution:</p> <ul style="list-style-type: none"> • In the event of a Contract dispute, the parties must jointly review, discuss, and negotiate to reach a resolution based on the principles of cooperation and mutual respect for each party's interests • If the parties fail to mediate, or if mediation is unsuccessful, either Party shall have the right to initiate legal proceedings before the competent People's Court for resolution. The judgment of the Court shall be binding and enforceable.
GCC 9	<p>The Bidder must provide the following invoices and documents:</p> <ul style="list-style-type: none"> • Financial invoice(s) • Copyright confirmation <p>The Employer must receive the above-mentioned invoices and documents prior to the arrival of goods at the designated location; otherwise, the Bidder shall bear all related costs incurred.</p>
GCC 11.1	<p>Contract type: Lump sum contract</p>
GCC 11.2	<p>Contract price: Fixed</p>
GCC 12.3	<p>Tax adjustment: Allowed.</p> <p>During the performance of the Contract, if tax policies change (increase or decrease) at the time of payment and if the contract stipulates that tax adjustments are permitted, the Bidder shall, upon submission of documents clearly indentifying the tax amount incurred, have the tax difference adjusted in accordance with the provisions of the contract.</p>

GCC 13.1	<p>Advance payment: As agreed upon by both parties during contract negotiation and signing.</p> <p>Advance Payment Security: 100% of the advance payment value in the form of a letter of guarantee issued by a legally operating bank or credit institution in Vietnam.</p> <ul style="list-style-type: none"> - Advance Payment Period: Within 07 working days from the date of receipt of the bidder's advance payment request. - The advance payment will be recovered by deductions in subsequent payments.
GCC 14.2	<p>Payment Method: <i>Bank Transfer</i></p> <ul style="list-style-type: none"> - Currency of Payment: Vietnamese Dong (VND) and (or US Dollar (USD)) - Payment Frequency: The number of payments and payment schedule shall be determined based on mutual agreement during contract negotiation and signing. - Payment Documents shall include, but are not limited to, the following: <ul style="list-style-type: none"> + Compliance with the provisions outlined in Section 9 of Chapter VI and the GCC 9 of this chapter. + Written Request for Payment + Minutes of Acceptance and Handover of goods.
GCC 15.2	<p>The Bidder shall bear full responsibility for any damages arising from third-party claims regarding intellectual property infringements related to the goods supplied by the Bidder to the Employer.</p>
GCC 18.2	<p>Packaging and Marking of goods, as well as documentation inside and outside the shipment: The equipment shall be packed in accordance with the manufacturer's standards.</p>
GCC 19	<p>Insurance coverage: Details to be finalized during the contract negotiation phase.</p>
GCC 20.1	<ul style="list-style-type: none"> - Requirements for goods transportation: Details to be finalized during the contract negotiation phase. - Other requirements: Details to be finalized during the

	contract negotiation phase.
GCC 20.2	The services include: Details to be specified during the contract negotiation phase.
GCC 21.1	Inspection and testing of goods: Details to be specified during the contract negotiation phase.
GCC 21.2	The inspection and testing of goods shall be conducted at: BIDV Insurance Corporation Address: Building No. 263 Cau Giay, Cau Giay Ward, Hanoi, Vietnam
GCC 22	<p>1. Contractual Penalties: Applicable.</p> <p>Unless in cases of force majeure as stipulated in Section 26 of the GCC, if the Bidder fails to deliver goods or provide related services within the timeframe specified in the Contract, the Employer may deduct a penalty from the contract price equivalent to 1% per week until the relevant obligations are fulfilled. The Employer may deduct up to a maximum of 8% of the portion of the Contract subject to breach. Upon reaching the maximum penalty, the Employer may consider terminating the Contract as stipulated in Section 29 of the GCC.</p> <p>2. Compensation for Damages: Applicable.</p> <p>- Compensation for damages shall be based on the total actual damages incurred.</p>
GCC 23.3	<p>Warranty Period: 365 days.</p> <p>The location for warranty application is: BIDV Insurance Corporation. Address: Building 263 Cau Giay, Cau Giay Ward, Hanoi, Vietnam</p>
GCC 23.5 GCC 23.6	<p>The repair and replacement period are as follows:</p> <ul style="list-style-type: none"> Warranty period: 1 year from the date of contract acceptance Repair and replacement period: 1 month from the date the Bidder receives notice from the Employer.
GCC 27.7	In the event that a cost-saving proposal submitted by the

(d)	Bidder is approved by the Employer and result in a reduction in the Contract price, the Employer shall pay the Bidder 0% of the reduced Contract value.
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Part 4. CONTRACT FORMS

This chapter includes forms which, after being filled out the complete information, will become a part of the Contract. The form of Contract Performance Security and the Form of Advance Payment Security shall be filled out and completed by the selected bidder after being awarded the contract.

LETTER OF BID ACCEPTANCE AND CONTRACT AWARD ⁽¹⁾

_____, date ____ month ____ year ____

Respectfully addressed to: _____ (hereinafter referred to as “the Bidder”)

Ref: *Acceptance Notice of Bids and award of the contract.*

Pursuant to Decision No ____ dated ____ month ____ year ____ of _____ (hereinafter referred to as the "Employer") on approval of the Bidder selection result for the Bidding package _____ *[Insert name and number of the bidding package]*, the Employer would like to notify that the Employer has approved the Bids and award the contract to the Bidder for execution of the bidding package _____ *[Insert name and number of the bidding package]* at the contract price of _____ *[insert the bid winning price in the decision on approving the Bidder selection result]* with the duration of the contract is ____ *[Insert the information in the decision on approving the Bidder selection result]*.

Respectfully request the Bidder's legal representative to finalize and sign the contract with the Employer according to the plan as follows:

In case the Contract is finalized through electronic means:

- Time of contract completion: ____ *[insert time for the contract completion]*;
- Electronic means address:: ____ *[insert the link, username, password (if applicable), etc.]*
- The signing of the contract finalization minutes (if any) shall be carried out on the System.

In case the Contract is finalized in person:

- Time of contract completion: ____ *[[insert time for the contract completion]*, at location⁽²⁾ ____ *[insert the location of contract completion]*.

Kindly request the Bidder to implement the contract performance security measures according to Form 18 Part 4 of the RFP with an amount of ____ and validity duration ____ *[insert the amount and validity duration under Provisions in Section 5.2 SCC of the RFP]*.

This document forms an integral part of the contract document. Upon receipt of this document, the Contractor shall finalize and sign the Contract and provide the Performance Security as required above. The Employer shall refuse

to finalize and sign the Contract with the Bidder if the Bidder's current capacity does not meet the requirements for performance of the package.

If by the date ____ month ____ year ____⁽³⁾, the Bidder fails to finalize or sign the Contract, or refuses to do so, or fails to provide the Performance Security in accordance with the above requirements, the Bidder shall be disqualified and shall forfeit its Bid Security.

Note:

- (1) During the process of finalizing the Contract, the Parties shall fully complete and incorporate all contents, including any adjustments, supplements, and clarifications made during the contractor selection and contract finalization process (if any), into the Specific Conditions of the Contract in order to form the electronic contract documents.
- (2) The use of electronic means for finalizing the Contract is encouraged. In case the Contract is finalized directly, the Employer shall provide information on the location (e.g., office, premises of the Employer) where the Bidder shall come to finalize the Contract.
- (3) The date shall be specified in conformity with the period stipulated in the Bid Security Form.

CONTRACT PERFORMANCE SECURITY

_____, date ____ month ____ year ____

Respectfully addressed to: _____ *[insert name of the Employer]*
 (hereinafter referred to as “the Employer”)

At the proposal of _____ *[name of the Bidder]* (hereinafter referred to as the “Bidder”) is the winning bidder of the bidding package _____ *[insert name of the bidding package]* and pledged to sign a contract for the supply of goods for the above package (hereinafter called as the “Contract”); ⁽¹⁾

As stipulated in the RFP (*or contract*), the Bidder must submit a guarantee of a bank with a certain amount of money to ensure his obligations and responsibilities in performing the contract to the Employer;

We, _____ *[name the bank’s name]* with registered head office located at _____ *[address of the bank* ⁽²⁾*]* (hereinafter referred to as “the Bank”), hereby undertakes to guarantee the contract performance of the Bidder with the amount of _____ *[Specify the amount in figures, in words and currency used as required in Section 5.2 of the Specific Conditions of the RFP]*. We undertake to unconditionally and irrevocably pay any amount within the limits of _____ *[insert the amount of guarantee]* as stated above to the Employer, upon written notice by the Employer notifying that the Bidder breach the Contract within the effective term of contract performance guarantee.

This Security is effective from the issuance date till the end of the date _____ month _____ year _____.⁽³⁾

Legal representative of the Bank

[Name, position, signature and stamp]

Note:

(1) If the guarantee bank requires the signed contract as a condition for issuing the guarantee security, the Employer shall review and decide. In this case, the above paragraph may be amended as follows:

“At the proposal of _____ *[insert name of the Bidder]* (hereinafter referred to as the “Bidder”) is the winning bidder of the bidding package _____ *[insert name of the bidding package]* has signed the contract No. _____ *[insert number of contract]* dated _____ month _____ year _____ (hereinafter referred to as the “Contract”).”

- (2) Address of the Bank: Specify address, telephone number, fax number and e-mail address for contact.
- (3) Specify the deadline in accordance with the requirements specified in Section 5.2 of the Specific Conditions.

ADVANCE PAYMENT SECURITY ⁽¹⁾

____, date ____ month ____ year ____

Respectfully addressed to: ____ *[insert name of the Employer]*
 (hereinafter referred to as “the Employer”)
[Inset name of the Contract, Contract No]

According to the provisions on advance payment defined in the specific conditions of the Contract, ____ *[insert name and address of the Bidder]* (hereinafter referred to as the “Bidder”) shall submit the Employer a bank guarantee to ensure the proper use of advance amount ____ *[specify the value in figures, in words and used currency]* for the contract performance of the Bidder;

We, ____ *[name the bank’s name]* with registered head office located at ____ *[address of the bank ⁽²⁾]* (hereinafter referred to as "the Bank") at the request of the Employer, hereby unconditionally and irrevocably agree and without requesting the consideration of the Bidder, to pay the Employer upon the Employer’s requirement for any sums not exceeding ____ *[specify the value in numbers, in words and currency used as required by Section 13.1 of the Specific Conditions of the RFP]*.

In addition, we agree that any changes, supplements or amendments of the conditions of the contract or of any documents related to the contract signed between the Bidder and the Employer shall not change any of our obligations under this guarantee.

This Security takes effect from the date of receipt of advance payment by the Bidder under the Contract to the date ____ month ____ year ____ ⁽³⁾.

Legal representative of the Bank*[Name, position, signature and stamp]*

Note:

(1) Basing on the specific conditions of the bid package in order to have proper provisions which are in line with the requirements stipulated in Item 13.1 of the Specific Conditions

(2) Address of the Bank: Specify address, telephone number, fax number and e-mail address for contact

(3) The delivery date shall be specified in the Contract. In case of partial delivery, the Advance Payment Guarantee may be stipulated to expire when the value of the goods delivered and accepted is greater than or equal to the amount advanced. In the event of an extension of the Contract performance period, an

extension of the validity period of the Advance Payment Security shall be required.