

Số: 386/QĐ-NSMO

Hà Nội, ngày 27 tháng 6 năm 2026

## QUYẾT ĐỊNH

### Phê duyệt Hồ sơ mời thầu

Gói thầu: Mua số liệu dịch vụ dự báo công suất phát nhà máy năng lượng tái tạo -  
Nguồn thứ nhất 2026-2028

Mã kế hoạch: 26.C.NLTT.01

Nguồn vốn: Chi phí sản xuất

## TỔNG GIÁM ĐỐC CÔNG TY VẬN HÀNH HỆ THỐNG ĐIỆN VÀ THỊ TRƯỜNG ĐIỆN QUỐC GIA

Căn cứ Luật Đấu thầu ngày 23/6/2023, sửa đổi, bổ sung bởi Luật số 57/2024/QH15, Luật số 90/2025/QH15;

Căn cứ Nghị định số 214/2025/NĐ-CP quy định chi tiết một số điều và biện pháp thi hành Luật Đấu thầu về lựa chọn nhà thầu;

Căn cứ Thông tư số 79/2025/TT-BTC ngày 04/8/2025 hướng dẫn việc cung cấp, đăng tải thông tin về đấu thầu và mẫu hồ sơ đấu thầu trên Hệ thống mạng đấu thầu quốc gia;

Căn cứ Quyết định số 353/QĐ-UBQLV ngày 05/8/2024 của Ủy ban Quản lý vốn nhà nước tại Doanh nghiệp về việc thành lập Công ty trách nhiệm hữu hạn một thành viên Vận hành Hệ thống điện và Thị trường điện Quốc gia;

Căn cứ Quyết định số 2173/QĐ-BCT ngày 15/08/2024 của Bộ Công thương về việc ban hành Điều lệ Tổ chức và hoạt động của Công ty trách nhiệm hữu hạn một thành viên Vận hành Hệ thống điện và Thị trường điện Quốc gia;

Căn cứ Quyết định số 132/QĐ-NSMO ngày 15/03/2026 của Công ty Vận hành hệ thống điện và thị trường điện Quốc gia về việc giao Kế hoạch SXKD – ĐTXD – Tài chính năm 2026 cho Cơ quan NSMO;

Căn cứ Tờ trình số 66/NLTT ngày 16/04/2026 của các phòng Quản lý năng lượng mới, năng lượng tái tạo, Kế hoạch Tài chính, Quản lý đầu tư về Kế hoạch triển khai hạng mục “Mua số liệu dịch vụ dự báo công suất phát nhà máy năng lượng tái tạo – Nguồn thứ nhất 2026-2028”;

Căn cứ Quyết định số 335/QĐ-NSMO ngày 03/6/2026 của Công ty Vận hành hệ thống điện và thị trường điện Quốc gia về việc phê duyệt phương án kỹ thuật và dự toán hạng mục Mua số liệu dịch vụ dự báo công suất phát nhà máy năng lượng tái tạo - Nguồn thứ nhất 2026-2028;

Căn cứ Quyết định số 349/QĐ-NSMO ngày 10/6/2026 của Công ty Vận hành hệ thống điện và thị trường điện Quốc gia về việc phê duyệt kế hoạch lựa chọn nhà thầu gói thầu nêu trên;

Căn cứ Tờ trình số 349/CBCNV ngày 19/6/2026 của Tổ chuyên gia về việc trình phê duyệt hồ sơ mời thầu gói thầu nêu trên;

Căn cứ Báo cáo số 178/QLĐT ngày 22/6/2026 của Tổ thẩm định về việc  
thẩm định Hồ sơ mời thầu gói thầu nêu trên;  
Căn cứ Ủy quyền số 2151/UQ-NSMO ngày 01/6/2026.

### **QUYẾT ĐỊNH:**

**Điều 1.** Phê duyệt Hồ sơ mời thầu gói thầu Mua số liệu dịch vụ dự báo công suất phát nhà máy năng lượng tái tạo - Nguồn thứ nhất 2026-2028 với nội dung theo phụ lục đính kèm.

**Điều 2.** Giao phòng Quản lý đầu tư và phòng Quản lý năng lượng mới, năng lượng tái tạo chịu trách nhiệm tổ chức khảo sát sự quan tâm của nhà thầu trong nước, lựa chọn nhà thầu theo HSMT được duyệt đảm bảo tuân thủ các quy định hiện hành.

**Điều 3.** Quyết định này có hiệu lực thi hành kể từ ngày ký. Các ông trưởng phòng có tên tại Điều 2 và các ông/bà trưởng các phòng liên quan chịu trách nhiệm thi hành quyết định này./.

**Nơi nhận:**

- Như Điều 3;
- KHTC;
- Lưu: VT, QLĐT, NLTT.

**KT. TỔNG GIÁM ĐỐC  
PHÓ TỔNG GIÁM ĐỐC**



**BIDDING DOCUMENTS**  
NON-CONSULTING SERVICES  
SINGLE-STAGE AND SINGLE-ENVELOPE

**Ref No. of procurement:**

**The package's name: Provide generation forecast services for renewable energy sources in  
Vietnam – First forecasting source 2026 - 2028**

**Issued on:**

**Issued together with Decision: 386/QD-NSMO dated June 27, 2026**

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**ABBREVIATIONS**

ITB	Instructions to Bidders
BDS	Bid Data Sheet
GCC	General Conditions of Contract
SCC	Special Conditions of Contract
VND	Vietnamese dong

## **BRIEF DESCRIPTION**

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

#### **Chapter I. Instructions to bidders**

This Chapter provides information to help bidder in preparation of Bid Proposal. Information includes rules of preparation, submission of Bid Proposal, bid opening, bid evaluation and contract award. Chapter I contains provisions that are to be used without modification.

#### **Chapter II. Bidding data sheet**

This Chapter specifies in detail contents of Chapter I for applying for each bidding package.

#### **Chapter III. Bid evaluation criteria**

This Chapter includes criteria for evaluation of Bid Proposal.

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

This Chapter includes forms that bidder shall complete to form a part of Bid Proposal.

### **Part 2. TECHNICAL REQUIREMENTS**

#### **Chapter V. Technical requirements**

This Chapter includes scope, progress of services supply, technical requirements, drawing for description the specification of services.

### **Part 3. TERMS AND CONDITIONS OF CONTRACT AND CONTRACT FORMS**

#### **Chapter VI. General Conditions of Contract**

This Chapter includes general conditions applied for all contracts of various bidding packages. Chapter VI contains common provisions that are completed by awarded bidder before contract comes into effect.

#### **Chapter VII. Particular Conditions of Contract**

This Chapter includes contract data and specific conditions, which specifies detailed conditions for each contract. Particular conditions of contract are to be modified and supplemented but not to replace general conditions of contract.

#### **Chapter VIII. Contract forms**

This Chapter includes forms which, once completed, shall become integrated part of contract. Templates of contract performance security (Performance Bond) and Advance payment guarantee (if any) are completed by awarded bidder before contract comes into effect.

## Part 1. BIDDING PROCEDURES

### CHAPTER I. INSTRUCTIONS TO BIDDERS

#### A. GENERAL

<p><b>1. Scope of bid</b></p>	<p>1.1. Employer as specified in the BDS issues this Bidding documents for selection of Bidder to implement bidding package for supplying of services following single-stage one-envelope procedure.</p> <p>1.2. Title of the bidding package; number, quantity of parts (in case bidding package is divided into many independent parts) belongs to bidding package as specified in BDS.</p>
<p><b>2. Explanation of terms used in bidding</b></p>	<p>2.1. The Deadline for bid submission is the deadline for submission bids and is specified in the Invitation to Bid.</p> <p>2.2. Day refers to Gregorian calendar day, including weekends, holidays, and Tet holidays according to the provisions of labor law.</p> <p>2.3. Time and date is the time and date displayed on the National bidding network (GMT + 7).</p>
<p><b>3. Source of funds</b></p>	<p>Sources of Funds to be used for the procurement are specified in the <b>BDS</b>.</p>
<p><b>4. Prohibited acts in bidding</b></p>	<p>4.1. Offering, giving, receiving or taking a bribe;</p> <p>4.2. Abusing positions or entrusted power to influence or illegally intervene in bidding process in any form;</p> <p>4.3. Collusive practice, including:</p> <p>a) Reaching, with or without undue influence, an arrangement or agreement which is designed to let one or more parties to prepare bids for all bidders or to withdraw submitted bids so that one of them will win the bid;</p> <p>b) Reaching an arrangement or agreement on refusal to supply goods or services, or subcontract, or reaching other agreements to limit competition so that one party will win the bid;</p> <p>c) A bidder with appropriate qualifications and experience has submitted a bid and meets the requirements laid down in the Bidding documents but deliberately refuses to provide additional documents proving their capacity and experience at the Employer's request for clarification of the bid or verification of their submitted documents with the aim of facilitating one party's winning of the bid.</p> <p>4.4. Fraudulent practice, including:</p> <p>a) Forging or falsifying information and/or documents used in bidding;</p> <p>b) Deliberately providing information and documents which are not accurate or objective in bids or proposals with the aim of falsifying the contractor selection result.</p> <p>4.5. Obstructive practice, including:</p>

- a) Destroying, deceiving, altering or concealing of evidence or making false statements; threatening, harassing or intimidating any party to prevent the verification or investigation into a corrupt, fraudulent or collusive practice made with a supervision, inspection or audit authority;
- b) Obstructing the competent person, employer, Employer, bidders in the course of contractor selection;
- c) Impeding competent authorities' rights of supervision, inspection or audit of bidding activities;
- d) Deliberately making false complaints, denunciations or petitions with the aim of impeding bidding process;

#### 4.6. Inequality and non-transparency, including:

- a) A bidder of a package is also Employer or takes charge of performing tasks of Employer of that package, violating against the regulations stated in Point 5 ITB;
- b) A person or entity concurrently engages in the preparation and appraisal of Bidding documents, or RFP of the same package;
- c) A person or entity concurrently engages in the evaluation of bids or proposals and the appraisal of the contractor selection result of the same package;
- d) A person who is working for Employer directly engages in the contractor selection, or acts as a member of the expert team or appraising team in charge of appraising the contractor selection result, or is a competent person or head of Employer, for a package for which his/her family relative, as defined in the Law on enterprises, directly submits a bid or acts as the legal representative of a bidder;
- e) A bidder submits a bid for a procurement, construction or non-consulting service package for which the bidder is also acting as a consultant on preparation, verification and appraisal of cost estimate, technical design, building drawings and designs, front-end engineering design (FEED); preparation and appraisal of Bidding documents; evaluation of bids; inspection of goods; appraisal of contractor selection result; supervision of contract execution;
- f) A person acts as a bidder for a package of a project of Employer for which he/she worked and held the executive or managerial position within 12 months from the date of his/her resignation therefrom;
- g) State specific requirements on trademarks and origin of goods in the Bidding documents, except for the cases specified in Point e, Clause 3, Article 10, Clause 2, Article 44 and Clause 1, Article 56 of the Law on Bidding;
- h) Stating conditions in the Bidding documents to limit the participation of contractors or to create an advantage for one or several contractors, causing unfair competition, violating the provisions of Clause 3, Article 44 of the Law on Bidding.

#### 4.7. Unauthorized disclosure of the following information and documents on the contractor selection, except for providing information as prescribed

	<p>in Point b, Clause 8, Article 77, Clause 11, Article 78, Point h, Clause 1, Article 79, Clause 4, Article 80, Clause 4, Article 81, Clause 2, Article 82, Point b, Clause 4, Article 7. 93 of the Law on Bidding, including:</p> <ul style="list-style-type: none"> <li>a) Contents Bidding documents before they are issued as prescribed;</li> <li>b) Contents of Bid; content of request for clarification of Bid from the Employer and response of the bidder during the Bid evaluation process; report of the Employer, report of the expert team, appraisal report, report of the consultant, report of the relevant professional agency during the bidder selection process; Recorded documents, minutes of bid evaluation meetings, comments and evaluations for each Bid before being made public as prescribed;</li> <li>c) The contractor selection result before it is disclosed as prescribed by law;</li> <li>d) Other documents issued or obtained during the contractor selection and certified to contain state secrets as prescribed by law.</li> </ul> <p>4.8. Illegal transfer of awarded contract:</p> <ul style="list-style-type: none"> <li>a) The contractor transfers to other contractor(s) a volume of tasks of the package exceed to the maximum value for subcontractors and the workload for special subcontractors stated in the contract;</li> <li>b) The contractor transfers to other contractor(s) a volume of tasks of the package that does not exceed the maximum value of work for subcontractors stated in the contract but is beyond the scope of work for subcontractors proposed in Bid proposals that is not approved by the Employer;</li> <li>c) The Employer approve the contractor's transfer of work specified in section a of this term;</li> <li>d) The Employer and supervision consultant approve the contractor's transfer of work specified in section b of this term that exceeds the maximum value of work for subcontractors stated in the contract.</li> </ul>
<p><b>5. Eligibility of bidders</b></p>	<p>A bidder that is an organization shall be deemed to be eligible if complying the following requirements:</p> <ul style="list-style-type: none"> <li>a) It is required to have registration and operational license granted by the competent government body of the country in which it is operating.</li> <li>b) It must keep independent accounting records;</li> <li>c) It is not undergoing dissolution process or subject to revocation of enterprise registration certificate, cooperative/cooperative union/artel registration certificate; is not facing insolvency as prescribed by the law on bankruptcy;</li> <li>d) It must ensure competitiveness in bidding as prescribed in <b>BDS</b>;</li> <li>e) It is not being prohibited from participating in bidding;</li> <li>f) It is not liable to criminal prosecution;</li> <li>g) It is not the state of temporary suspension, termination of participation in National bidding network;</li> <li>h) Its name is registered on National bidding network before the grant of approval for contractor selection result as prescribed in BDS.</li> <li>i) Foreign bidders must form a joint venture with a local contractor or engage a local subcontractor, except in cases where local contractors do not have the capacity to participate in any part of the bidding package (Bidders</li> </ul>

	may provide documents if local subcontractors are not involved)
<b>6. Contents of Bidding documents</b>	<p>6.1. The Bidding documents consists of Invitation for Bids and Parts 1, 2, 3 and 4 accompanied with Bid documents amendment (if any) as specified in ITB 7 (if any) including as follows:</p> <p>Part 1. Bidding procedures:</p> <ul style="list-style-type: none"> <li>- Chapter I. Instructions to Bidders (ITB);</li> <li>- Chapter II. Bidding Data Sheet (BDS);</li> <li>- Chapter III. Bid Proposal Evaluation Criteria;</li> <li>- Chapter IV. Bidding Forms.</li> </ul> <p>Part 2. Technical Requirements:</p> <ul style="list-style-type: none"> <li>- Chapter V. Technical Requirements.</li> </ul> <p>Part 3. Conditions and Forms of Contract</p> <ul style="list-style-type: none"> <li>- Chapter VI. General conditions of the contract;</li> <li>- Chapter VII. Specific conditions of the contract;</li> <li>- Chapter VIII. Contract form.</li> </ul> <p>6.2. Employer is not responsible for the preciseness, completeness of the Bidding documents, explanation for clarification documents, minutes of pre-bidding conference (if any) or amendment of Bidding documents as prescribed in ITB 7 if these documents are not obtained from Employer. In case of any contradiction, documents issued by Employer shall prevail for consideration and evaluation.</p> <p>6.3. The bidder is expected to examine all instructions, forms, supply requirements and other requirements in the Invitation to Bid, including the contents of amendment, clarification of the Invitation to Bid, the minutes of the pre-bid conference (if any) for preparation Bid Proposal including all information or documentation as required by the Invitation to Bid.</p>
<b>7. Clarification, amendment of Bidding documents</b>	<p>7.1. If modifications are required, the Procuring Entity shall publish a modification decision along with the revised content and updated Bidding documents (both web-based forms and attached files). This modification must be done at least 10 days before the bid closing date. For bid packages valued at no more than VND 10 billion, the modification must be made at least 3 working days before the bid closing date to allow bidders sufficient time to complete their Bid. If this timeframe cannot be met, the bid closing date must be extended.</p> <p>7.2. If bidders need clarification, they must submit a request directly in writing or through the System at least 3 working days before the bid closing date. The Procuring Entity shall review and respond within 2 working days before the bid closing date, ensuring anonymity of the requesting bidder. If the clarification leads to modifications, the Employer must amend the Bidding documents as per Section 7.1.</p> <p>7.3. The Procuring Entity is responsible for monitoring information on the System and responding to bidders' clarification requests in a timely manner.</p> <p>7.4. Bidders must monitor updates on the System to stay informed about modifications and bid closing date changes. Any disadvantages resulting from failure to follow updates shall be borne by the bidder.</p> <p>7.5. If necessary, the Procuring Entity may hold a pre-bid conference to address unclear Bidding documents contents. The announcement will be posted on the System, and all interested bidders can attend without prior notice. A record of the discussion will be uploaded within 2 working days.</p> <p>7.6. If modifications are needed after the pre-bid conference, they must</p>

	<p>follow Section 7.1.</p> <p>7.7. Non-attendance at the pre-bid conference or failure to obtain confirmation of participation does not constitute a reason for disqualification of a bidder's Bid.</p>
<b>8. Cost of bidding</b>	<p>Bidding documents is issued for free on the Vietnam National E-Procurement System immediately after the Employer successfully posts the Bidding Document on the System. Bidders shall bear all costs associated with the bidding process (the preparation and submission of its Bid Proposal). Employer shall not be liable for those cost under any circumstances.</p> <p>Cost of bidding as specified in the BDS.</p>
<b>9. Language of Bid Proposal</b>	<p>The bid proposal, as well as all correspondence and documents relating to the bid proposal exchanged by the bidder and Employer, shall be written in English. Any supporting documents in bid proposal can be written in other languages and concurrently attached with translation in English. In case of no translation, if necessary, Employer may ask bidder for supplementation of documents.</p>
<b>10. Documents comprising the bid proposal</b>	<p>The Bid Proposal consists of the following:</p> <p>10.1. Application for bidding in accordance with ITB 11;</p> <p>10.2. Joint Venture agreement in case the bidder is Joint Venture in accordance with Template No. 3, Chapter IV – Bidding forms;</p> <p>10.3. Bid security, in accordance with ITB 18;</p> <p>10.4. Proof documents for eligibility of bidder in accordance with ITB 5;</p> <p>10.5. Proof documents for eligibility of signatory under the Application for bidding, in accordance with ITB 20.3 (if any);</p> <p>10.6. Proof documents for capacity and experience of bidder, in accordance with ITB 16;</p> <p>10.7. Technical proposals and proof document for service qualification, in accordance with ITB 15;</p> <p>10.8. Financial proposals and price schedules with full information, in accordance with ITB 11 and 13;</p> <p>10.9. Proposals of technical alternatives, in accordance with ITB 12 (if any);</p> <p>10.10. Other contents as specified in BDS.</p>
<b>11. Application for bidding form and price schedules</b>	<p>The application for bidding form and respective price schedules shall be prepared using the relevant forms furnished in Chapter IV, Bidding Forms.</p>
<b>12. Proposals of Technical alternatives</b>	<p>12.1. In case Bidding documents stipulate in BDS for probability of technical alternatives, then those technical alternatives shall be considered and evaluated.</p> <p>The bidder is required to clearly state the main offer and the alternative offer in the bidding proposal.</p> <p>12.2. Technical alternatives are only considered when main solution meets requirements and bidder is ranked first. In this case, bidder shall provide all information necessary for evaluation of the alternatives by Employer, including notes, drawings, technical specifications, progress of supply and other relevant information. The evaluation of technical alternatives in accordance with Section 5 Chapter III – Bid Proposal Evaluation criteria.</p>

**13. Biding prices and discounts**

13.1. Bidding price stated in the Application for bidding and in the bidding price tables with discounts must comply with the regulations as specified in this Section:

a) The bidding prices means the price stated in Application for bidding, including all costs for implementation of bidding package (not including discounts) as prescribed in Part 2 – Supply Requirements.

b) In case the bidding packages is not divided into independent parts, on condition that bidder offers discount, this can be offered directly in Application for Bidding or put in separate letter for discount. Bidder has to specify the content of discount and details of discount allocation into specific items in columns of “List of goods”, “Services description”. In case details are not provided, the discount is assumed to apply uniformly for all items in the columns of “List of goods”, “Services description”. Letter for discount (if any) can be submitted with Bid Proposal or separately provided that Employer receive prior to Deadline for bid submission.

c) Bidder shall submit Bid Proposal for all work described in ITB 1.1 and offer unit prices, extended amount for work specified in columns of “List of services”, “Services description” in accordance with respective template prescribed in Chapter IV – Bidding forms.

In case columns “Unit price” and “Extended amount” are not offered or offered “0”, it is assumed that bidder allocates prices of these goods and services into others prices of those in bidding package, bidder is responsible to provide goods, services in accordance with requirements of Invitation to Bid and not receive payment from Employer during implementation of contract. Bidder is required to offer prices in each Price schedules.

13.2. In cases where the bid package is divided into multiple independent parts and allows bidding by individual parts, bidders may bid for one or multiple parts of the package. Bidders must submit bids for all items within the part(s) they participate in. If bidders propose discounts, they must follow one of the following methods:

a) Method 1: Enter the percentage discount in the bid submission form (in this case, the discount will be applied evenly across all parts the bidder participates in).

b) Method 2: Enter the percentage discount for each part separately into the form.

13.3. The bidder shall be responsible for the bidding price quoted to perform and complete the work in accordance with the requirements as stated in the Invitation to Bid. In case the bidder offer a low unit price in abnormal manner which affecting to the quality of the bidding package, the Employer shall handle the situation in accordance with Clause 11, Article 140 of Decree No. 214/2025/NĐ-CP dated August 04, 2025, of the Government detailing certain provisions and implementation measures of the Bidding Law regarding the selection of bidders.

13.4. Bidder’s bidding price quoted shall include all taxes, fees and charges (if any) in response to tax rates, expenses, fees at the time of 28 days prior to the stipulated deadline for bid submission. In case bidders announce bidding prices not including taxes, fees, charges (if any), bidders’ Bid Proposal shall be rejected.

<p><b>14. Currencies of Bid and Payment</b></p>	<p>14.1. The currency of the bid shall be offered in VND/USD/EUR. Cost incurred inside Vietnam shall be offered in VND. Cost incurred outside Vietnam shall be offered in VND/USD/EUR. Bidders have to offer by only one currency for a specific work.</p> <p>14.2. The currency of payment for work items shall correspond with the currency of bid for those items. Domestic costs are only paid in VND.</p> <p>14.3. The currency for conversion of different bidding prices from various currencies into unique currency for evaluation and comparison is: VND/USD applying the selling rate stated by Vietcombank on the date when the bid is closed. If all bidding prices are in foreign currency, then bid evaluation and comparison shall be done in USD. In the event that one of bidding prices is in VND, then bid evaluation and comparison shall be done in VND.</p> <p>Without prejudice to any terms mentioned above and relevant applicable laws, contract currency for domestic bidders shall be in VND, applying the selling rate stated by Vietcombank on the date when the bid is closed.</p>
<p><b>15. Documents establishing the conformity of the technical requirement</b></p>	<p>To establish the eligibility of the services in accordance with Bidding documents, the bidder shall furnish as part of Bid Proposal the documentary evidence that the services conform to the technical requirement specified in Chapter V – Technical Requirements. Requirement for service supplying specified by Employer in the Chapter V – Technical Requirements, are intended to be descriptive only and not restrictive. The bidder may offer other specifications of service quality, provided that it demonstrates to the Employer that the substitutions ensure substantial equivalence or are superior to those specified in the Chapter V – Technical Requirements.</p>
<p><b>16. Documents establishing the capacity and experiences of the bidder</b></p>	<p>16.1. The bidder shall provide necessary information in templates in Chapter IV – Bidding Forms in order to demonstrate capability and experiences for performance of contract as specified in Chapter III – Bid Proposal evaluation criteria. The bidder shall prepare original documents for verification if Employer requires.</p> <p>16.2. If pre-qualification has been applied to a bidding package, if there is a change in the contractor's capacity and experience when submitting the Bid Proposal and participating in the pre-qualification, their capacity and experience must be updated.</p>
<p><b>17. Period of validity of Bid Proposal</b></p>	<p>17.1. Bid Proposal shall remain valid not shorter than the period specified in the BDS. Bid Proposal with shorter validity period shall not be considered and evaluated by Employer.</p> <p>17.2. In exceptional circumstances, prior to the expiration of the bid proposal's validity period, Employer may request bidders to extend the period of validity of their Bid Proposal. The Bid security as also requested shall be extended for 30 days beyond the deadline of the extended validity period. If a Bidder refuses to extend its Bid Proposal validity as required, the Bid Proposal shall not be further considered and the Bid security shall be returned to bidder. The bidder have accepted Employer's extension request shall not be permitted to modify any contents of its Bid Proposal, except for the extension of the validity of the Bid security. The extension request and acceptance or non-acceptance shall be show in writing.</p>

**18. Bid Security**

18.1. When attending the bid, prior to deadline for bid submission, the bidder shall implement bid security and attach it to Bid proposal under the following forms:

- a) A form irrevocable and unconditional guarantee issued by a bank or financial institution which is legally operating in Vietnam or foreign bank branches established under Vietnamese law in accordance with ITB 18.2;
- b) Or pay a deposit or bank transfer to NSMO's account as specified in **BDS 18.2**;
- c) Or submit a certificate of surety bond insurance issued by a domestic non-life insurer or branch of a foreign non-life insurer duly established under the law of S.R. Vietnam.

In the case of a bank guarantee, the bid security shall be submitted either using the Bid security Forms - 04(a) or 04(b) included in Chapter IV - Bidding Forms or in another substantially similar format with full basic contents of Bid security.

In case the validity of Bid proposal is extended as specified in ITB 17.2, the Bid security's validity shall be accordingly extended. In case of Joint Venture bidder, all partners of JV shall implement the same form of Bid security.

In case of JV, the Bid security shall comply with one of the following:

- a) Each JV's partner shall provide a separate Bid security; however, the aggregate amount of Bid security submitted by all JV's partners is not less than the required amount specified in ITB 18.2. If the Bid security of any JV's partner is determined to be invalid, the bid of the JV shall not be considered and evaluated further. If any JV's partner is in breach of the rules resulting in without return of Bid security in accordance with ITB 18.5, then bid securities of all JV's partners shall not be returned.

All partners of the Joint Venture shall nominate one partner to arrange a single Bid security for itself and all other partners in the JV. In this case, the Bid security shall be in the name of the JV or the name of the partner who arranges the Bid security for the entire JV provided that the total amount is not less than the required amount in BDS of ITB

18.2. If any JV's partner is in breach of the rules resulting in without return of the Bid security in accordance with ITB 18.5, the Bid security shall not be returned.

18.2. Amount, currency and valid period of the Bid security shall be as specified in the BDS.

18.3. The Bid security shall be considered illegitimate in one of following cases: having lower value, with shorter valid period as specified in ITB 18.2, not under the bidder's name (beneficiary), not original and without legitimate signature, signed before Employer issues the Bidding documents or accompanied with adverse condition for Employer (including not fully committed with content of the Bid security Forms – 04A, 04B, 04C in Chapter IV). In case of using a letter of guarantee or certificate of insurance, the letter of guarantee or certificate of insurance must be provided, signed and stamped (if applied) by one of the following: a lawful representative of a domestic credit institution, a branch of a foreign bank established under Vietnamese law, a domestic non-life insurance enterprise, a branch of foreign non-life insurance enterprise established under Vietnamese law. In case of using a letter of guarantee (of deposit/transfer to Employer's account), the letter must be signed and stamped by the legal representative of the contractor.

	<p>18.4. Unsuccessful bidder shall be returned or released the Bid security in the maximum duration specified in the <b>BDS</b> since the date for notification of result of selecting bidder. For successful bidder, the Bid security shall be returned or released after the bidder furnishes the contract performance security.</p> <p>18.5. The Bid security shall not be returned in one of following cases:</p> <p>a) After the deadline for bid submission and during the validity period of the bid, the bidder withdraws their bid or gives a written refusal to perform one or some tasks proposed in their bid in accordance with the requirements laid down in the Bidding documents;</p> <p>b) The bidder performs any of the prohibited acts specified in Point 4 ITB or commits violations of the bidding law resulting in bid cancellation as prescribed in Point 32 ITB;</p> <p>c) The successful bidder fails to furnish the required performance security as prescribed Point 37 ITB;</p> <p>d) The first ranked bidder is invited to negotiate the Contract. Within seven (07) days from the date of receipt of the invitation to negotiate the contract from Employer, the bidder does not come to negotiate or refuses to negotiate the contract or offers conditions different from the contents. content in the Bid proposal or withdrawing commitments in the Bid proposals leading to unsuccessful contract negotiations, the Bid security shall be not returned to bidder, except in cases of force majeure;</p> <p>e) The bidder fails or refuses to complete the contract within twenty (10) days from the date of receipt of notification of Bid award from Employer, except in cases of force majeure;</p> <p>f) The bidder refuses to sign the contract within ten (10) days from the date of completion of the contract, except in cases of force majeure.</p> <p>18.6. In case the bidding package is divided into a number of independent parts, Bidder can choose Bid security for individual part or combination of parts as follows:</p> <p>a) Bid security for all parts/ combination of parts, value of Bid security should be equal to Sum of Bid security value with respective parts. In case that value of Bid security is less than Sum of those Bid security value with respective parts, Employer has the right to decide Bid security is used for which part of package attended by Bidder.</p> <p>b) Bid security for individual part attended by Bidder.</p> <p>In case that Bidder violates and the Bid security shall not be returned as per ITB 18.5, non returned value of Bid security is calculated on the part that Bidder violates.</p>
<p><b>19. Deadline for bid submission</b></p>	<p>19.1. The deadline for bid submission is the time specified in the BDS.</p> <p>19.2. Employer may at its discretion, extend the deadline for the submission of Bid Proposal by amending the Invitation to Bid in accordance with ITB 7, in which case all rights and obligations of Employer and bidders previously subject to the deadline shall thereafter be subject to the new deadline as extended.</p> <p>19.3. The bidder submits directly or delivers the Bid Proposal to Employer address provided that it arrives before deadline for bid submission specified in the BDS. Employer receives Bid Proposal of all bidders before deadline for bid submission, including the case bidder has not bought or received the Invitation to Bid from Employer. For such case, the bidder shall submit the remittance, evidencing the transfer of monetary amount accounting for</p>

	<p>selling price of bidding document at the moment of submission of Bid Proposal, but must be ensured before the deadline for bid submission.</p> <p>19.4. The method of purchasing and submitting Bid Proposal is specified in the BDS.</p> <p>19.5. Employer may at its discretion, extend the deadline for the submission of Bid Proposal by amending the Invitation to Bid in accordance with ITB 7.3, in which case all rights and obligations of Employer and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p> <p>19.6 Employer shall not consider any bid proposal that arrives after the deadline for bid submission. Any bid proposal received by Employer after the deadline for bid submission shall be declared late, rejected, and returned unopened to the bidder.</p>
<p><b>20. Submission, withdrawal, substitution and amendment of Bid Proposal</b></p>	<p>20.1. The bidder shall prepare Bid Proposal comprising: one original as specified in ITB 10 and some copies with amount mentioned in the BDS. The cover of dossier shall be marked clearly “ORIGINAL OF BID PROPOSAL”, “COPY OF BID PROPOSAL”.</p> <p>In case of amendment, alternative of Bid Proposal, the bidder shall prepare one original and some copies of dossier with amount specified in the BDS. The cover of dossier shall be marked clearly “ORIGINAL OF AMENDED BID PROPOSAL”, “COPY OF AMENDED BID PROPOSAL”, “ORIGINAL OF ALTERNATIVE”, “COPY OF ALTERNATIVE”.</p> <p>In case of technical alternative in the Bid Proposal specified in ITB 12, the bidder shall prepare one original and some copies with amount mentioned in BDS. The cover of dossier shall be marked clearly “ORIGINAL OF TECHNICAL ALTERNATIVE”, “COPY OF TECHNICAL ALTERNATIVE OPTION”.</p> <p>20.2. Bidders shall be responsible for the appropriateness of the copies compared to the original. In case of deviation between original and copy but without changing the bidder ranking, the original shall be used for evaluation. In case of deviation between original and copy leading to different results in evaluation of original and the copy, and resulting change in the bidder ranking, the Bid Proposal of that bidder shall be rejected.</p> <p>20.3. The original of Bid Proposal shall be typed, printed with inerasable ink, with continuous page numbers. The application for bidding form letter, letter of discount (if any), supplementary documents, clarifying the Bid Proposal, price offer list and other forms in Chapter IV – Bidding forms shall be signed and stamped by the bidder's legitimate representative or the bidder's legitimate attorney (if any), in case of attorney, letter of attorney specified in Template 02, Chapter IV – Bidding forms or certified copy of company charter, decision on establishment of branch or other documents to demonstrate power of attorney shall be submitted with the Bid Proposal.</p> <p>20.4. In case of Joint Venture bidders, Bid Proposal shall be signed by legal representative of all partners in JV or legal partner representing JV bidders according to JV agreement. In order that all partners of Joint Venture to be legally bound, JV agreement must be signed by legal representatives of all partners of Joint Venture.</p> <p>20.5. Any words added, written between lines, erased, overwritten shall</p>

only be deemed legitimate if having signature nearby or in that page of signatory on the application for bidding letter.

20.6 The envelope of Bid Proposal comprises of original and copies, duly marking "BID PROPOSAL".

In case of amendment, alternative of Bid Proposal, then the amended, alternative document (including original and copies) shall be placed in separated envelopes other than the envelope for Bid Proposal, clearly marking "AMENDMENT OF BID PROPOSAL", "ALTERNATIVE BID PROPOSAL".

In case the bidder proposes an alternative technical plan, the entire alternative technical plan, including technical proposals and price proposals, must be contained in separate envelopes from the Bid Proposal envelop, the outside must clearly state "PROPOSED ALTERNATIVE TECHNICAL OPTION".

The envelopes: for Bid Proposal; amended Bid Proposal, proposed alternative technical options (if any) must be sealed. Sealing method is according to the bidders' own regulations.

20.7. The envelopes shall:

- a) bear the name and address of the bidder;
- b) be addressed to Employer in accordance with BDS;
- c) bear title of bidding package in accordance with ITB 1.2;
- d) bear a warning "not to open before the time and date for bid opening".

20.8. The bidder shall be responsible for aftermath or disadvantages if is not in accordance with this Bidding documents such as not sealing or losing seal of Bid Proposal during delivery to Employer, not marking right information on envelopes of Bid Proposal as specified in ITB 20.6 and ITB 20.7. Employer shall not be responsible for confidentiality of information in Bid Proposal if the bidders do not comply with above requirements.

20.9. Employer shall not consider any Bid Proposals submitted after the Deadline for bid submission. Any Bid Proposals received by Employer after the Deadline for bid submission shall be declared late submission, be rejected and be returned unopened to the Bidder.

20.10. After submitting the Bid Proposals, the Bidders may amend, replace or withdraw the Bid Proposals by sending a written notice signed by the bidder's legal representative, in case of attorney, a power of attorney letter must be enclosed as prescribed in ITB 20.3. Dossier for amendment or replacement of Bid Proposal must be enclosed with a written notification of the corresponding amendment, replacement and must ensure the following conditions:

- a) Being prepared by the Bidders and being submitted to the Employer in accordance with ITB 20, the dossier containing the notification must be clearly stated "AMENDMENT OF BID PROPOSAL" or "SUBSTITUTION OF BID PROPOSAL" or "WITHDRAWAL OF BID PROPOSAL";
- b) Being received by Employer before the Deadline for bid submission as stipulated in ITB 19.

20.11. The Bid Proposals which the bidder requests to withdraw in accordance with ITB 20.10 shall be returned unopened to the bidder.

	<p>20.12. The Bidder is not allowed to modify, replace or withdraw the Bid Proposal after the Deadline for bid submission until the expiration of the Bid Proposal's validity as stated in the application for bidding form letter or until the expiration of the extended validity of the Bid Proposal.</p>
<p><b>21. Bid opening</b></p>	<p>21.1. Except in the cases specified in ITB 20, Employer shall publicly open and read out, clearly information in accordance with ITB 21.3 of all Bid Proposal received before the deadline for submission of bids. The bid opening shall take place publicly at time and place specified in the BDS in the presence of bidders and representatives of related organizations. The bid opening does not depend on presence or absence of bidders' representatives attending the bid.</p> <p>In cases where only 01 bidder submit Bid, the Procuring Entity must report to the Employer for review and handle the situation following Clause 5, Article 140 of Decree No. 214/2025/NĐ-CP. If no bidders submit an Bid Proposal, the Procuring Entity must report to the Employer to either extend the bid closing time or restart the selection process by canceling the existing Invitation for bid and issuing a new one, in accordance with Clause 4, Article 140 of Decree No. 214/2025/NĐ-CP.</p> <p>In case bidder requests withdrawal or substitution of Bid Proposal, Employer shall firstly open and read out clearly information in envelope of which outer notification marks "WITHDRAWAL OF BID PROPOSAL", the envelope of Bid Proposal of bidder with request for withdrawal shall remain sealed and be returned unopened to Bidder. Employer shall not accept the Bidders' withdrawal of the Bid Proposal and still open such the Bid Proposal if the written notice of "Withdrawal of Bid Proposal" does not include documents providing that the person signing such documents is the bidder's legal representative and must be publicly announced during the bid opening.</p> <p>Next, Employer shall open, read out clearly information in envelope of which outer notification marks "SUBSTITUTION OF BID PROPOSAL" and this shall be replaced with the previous. This previous shall not be opened and be returned unopened to bidder. Employer shall not accept the bidder to replace the Bid Proposal if the written notice of Bid Proposal replacement is not accompanied by documents proving that the person signing the document is the bidder's legal representative and must be made public during the bid opening.</p> <p>For envelope with notification marked "SUBSTITUTION OF BID PROPOSAL", any attached notification document accompanied with amended Bid Proposal shall be opened, read out clearly. Employer shall not accept the bidder to amend the Bid Proposal if the written notice of Bid Proposal's amendment does not include documents proving that the person signing the document is the bidder's legal representative. Only Bid Proposal opened and read out at the bid opening then shall be considered further and evaluated.</p> <p>21.3 All the Bid Proposals shall be opened one at a time following the alphabetical sequence of the bidders' names and sequence below:</p> <ol style="list-style-type: none"> <li>a) Examine the seals;</li> <li>b) Open original of Bid Proposal, amendment of Bid Proposal (if any) and read out clearly at least the following information: name of bidder, quantity of originals and copies, bidding price in letter of bid, bidding</li> </ol>

	<p>price in summarized price list, discount (if any), validity of Bid Proposal, date of contract performance, value, validity of Bid security and other necessary information. In case bidding package is divided into many independent parts, then bidding prices and discount for each part shall be read out. Only discount read out in bid opening shall be further considered and evaluated;</p> <p>c) Representatives of Employer shall countersign in original of letter of bid, Bid security, summarized price list, letter of attorney of bidder's legal representative (if any), letter of discount (if any), Joint Venture agreement (if any). Employer shall not reject any Bid Proposal at the bid opening, except for late submission Bid Proposals as specified in ITB 20.</p> <p>21.4. Employer shall prepare a record of the bid opening that shall include information specified in ITB 21.3. The record shall be signed by representatives of Employer and bidders attending bid opening. The omission of a bidder's signature on the record shall not invalidate the contents and effect of the record. The record shall be distributed to all bidders attending the bid.</p>
<p><b>22. Confidentiality</b></p>	<p>22.1. Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with the bidder selection process until publication of result of bidder selection. Under no circumstances, is the information in Bid Proposal revealed to any other bidders, except for the information that need disclosing during the bid opening.</p> <p>22.2. Except for the case of enquiries for clarification of Bid Proposal and contract negotiation, bidder is not permitted to contact Employer for issues related to bidder's Bid Proposal and other relevant issues of bidding package during the time from bid opening until the result of tendered selection is published.</p>
<p><b>23. Clarification of Bid Proposal</b></p>	<p>23.1. After bid opening, the bidder shall be responsible to clarify the Bid Proposal if required by Employer, including eligibility, capacity and experiences of the Bidder. In terms of technical, financial proposal in bidder's Bid Proposal, the clarification shall comply with the principle of not changing the basic content of the submitted Bid Proposal and not changing the offered bidding price.</p> <p>23.2. During the evaluation process, clarification of Bid proposal between Bidders and Employer is performed directly in written.</p> <p>23.3. Clarification of Bid Proposals is only performed between the Employer and Bidder whose Bid Proposals need to be clarified. In terms of clarification contents that directly affect evaluation of eligibility, capacity, experiences, technical requirement, financial issues, if period of clarification exceeds deadline and bidder does not submit documentation for clarification or submitted documentation does not comply with requirements of clarification from Employer, Employer shall evaluate based on the Bid Proposal submitted before deadline for bid submission. Employer shall give the Bidder a reasonable period of time to clarify the Bid Proposal.</p> <p>23.4. Bidder shall not be allowed to clarify the Bid Proposals itself after the Deadline for bid submission.</p> <p>23.5. In case of any inconsistencies in the Bid Proposal's content or on the</p>

	<p>condition that the content is unclear, Employer request clarification toward the bidder based on compliance as specified in ITB 23.1.</p> <p>23.6. In case of doubt about the authenticity of documents provided by the Bidder, Employer shall verify with organizations and individuals related to the content of the documents.</p> <p>23.7. In case the Invitation to Bid requires the commitment, Contract Principles for equipment rental, main material supply, warranty, upkeep and maintenance, but such documents are not enclosed in the Bid Proposals, Employer shall request Bidders to clarify their Bid Proposals and supplement documents within an appropriate period of time but not less than 03 working days as a basis for evaluation of Bid Proposals.</p>
<p><b>24. Deviations, Imposing conditions and Omission of content</b></p>	<p>The following definitions shall be applied during the evaluation process of bidding proposals:</p> <p>24.1. "Deviation" refers to any differences from the requirements stated in the Bidding documents;</p> <p>24.2. "Imposing conditions" means setting conditions that are restrictive or indicate a partial non-acceptance of the requirements stated in the Invitation to Bid;</p> <p>24.3. "Omission of content" refers to the contractor's failure to provide some or all of the information or documents as required in the Bidding documents.</p>
<p><b>25. Determination of responsiveness</b></p>	<p>25.1. Employer's determination of a responsiveness of Bid Proposal is to be based on the contents of the bid Proposal itself, as defined in ITB 10.</p> <p>25.2. A substantially responsive Bid Proposal is one that meets the requirements of the Bidding documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <p>a) if accepted, would affect in any substantial way the scope, quality, or performance of services; limit in any substantial way, inconsistent with the Invitation to Bid, the employer rights or the bidder's obligations under the contract;</p> <p>b) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive Bid proposal that meet the requirement of the Invitation to Bid.</p> <p>25.3. Employer shall examine the technical aspects of the Bid Proposal submitted in accordance with ITB 15 and ITB 16, in particular, to confirm that all requirements of the Invitation to Bid have been met without any material deviation or reservation, or omission.</p> <p>25.4. If the Bid Proposal is not substantially responsive to the requirements of Invitation to Bid, it shall be rejected; not being allowed to deviations, reservation conditions or omission of basic content in such Bid Proposal with the purpose of making Bid Proposal to be met substantially responsive to the requirements of Invitation to Bid.</p>
<p><b>26. Nonmaterial mistake</b></p>	<p>26.1. Provided that a Bid Proposal is substantially responsive, Employer may waive any mistakes in the bid proposal that not to be a material deviation, reservation or omission.</p> <p>26.2. Provided that a bid proposal is substantially responsive, Employer may request that the bidder submits the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial mistake in the bid related to documentation requirements. Such mistakes</p>

	<p>shall not be related to any aspect of the bidding price. Failure of the bidder to comply with the request may result in the rejection of its Bid Proposal.</p> <p>26.3. Provided that a bid proposal is substantially responsive, Employer shall rectify quantifiable nonmaterial mistakes related to the bidding price. To this effect, the bidding price shall be adjusted to reflect the price of a missing or non-conforming item or component; this adjustment is for comparison purposes only.</p>
<b>27. Subcontractor</b>	<p>27.1. A subcontractor is an organization or individual that enters into a contract with the bidder to perform part of the work listed in the bidder's price summary. This does not include organizations or individuals supplying raw materials, fuels, materials, semi-finished components, equipment, or rental of construction equipment. Hiring labor to execute the package is not considered subcontracting. The bidder must declare subcontractors and the work assigned to them in Form No.17, Chapter IV. If subcontractors are not determined at the time of bidding, the bidder must declare the anticipated work for subcontractors.</p> <p>27.2. The bidder may only use subcontractors for work with a total value not exceeding the percentage (%) of the bid price as stipulated in the BDS. For joint ventures, each member may only use subcontractors within the percentage limit of the work they are responsible for in the joint venture agreement.</p> <p>27.3. The use of subcontractors does not change the bidder's responsibilities. The bidder is accountable for the quantity, quality, progress, and other obligations regarding the work performed by the subcontractor. The capacity and experience of subcontractors will not be considered in evaluating the bidder's Bid. The bidder itself must meet all capability and experience criteria.</p> <p>27.4. The bidder may enter into contracts with listed subcontractors in the Bid or with subcontractors approved by the Investor.</p> <p>27.5. If the bidder engages in unauthorized contract transfer as defined in Clause 8, Article 16 of the Bidding Law, penalties will be applied as per Point b, Clause 1, Article 125 of Decree No. 24/2024/NĐ-CP.</p>
<b>28. Bid incentives in the selection of bidder</b>	<p>28.1. Incentives principles:</p> <p>a) If a bidder is eligible for more than one type of preferential treatment in the evaluation of capacity and experience or financial assessment, the bidder shall receive only the most favorable preferential treatment corresponding to each evaluation criterion.</p> <p>b) If all bidders receive the same preferential treatment or none are eligible, preferential treatment will not be applied in the comparison and ranking process.</p> <p>c) The bidder must provide proof that they or their services qualify for preferential treatment under Clause 1, Article 10 of the Bidding Law.</p> <p>28.2. Products classified as innovative under Clause 4, Article 5 of Decree No. 24/2024/NĐ-CP, which belong to domestic start-up enterprises providing non-consulting services, shall receive preferential treatment as specified in the BDS.</p> <p>28.3. If multiple bidders receive the highest and equal evaluation, preference shall be given in the following order until a winning bidder is selected:</p>

	<p>a) Award the contract to small and medium enterprises owned by women, as per laws supporting small and medium enterprises.</p> <p>b) Award the contract to the bidder with the highest technical score or the fewest acceptable technical evaluation criteria for lowest-price method tenders; or the bidder with the lowest bid price after discount deductions for evaluated-price method tenders.</p> <p>c) Award the contract to bidders whose headquarters are located in the project implementation area.</p> <p>d) Award the contract to bidders employing at least 25% disabled or war-disabled workers under labor contracts valid for at least three months at the bid closing time.</p> <p>e) Award the contract to bidders employing at least 25% ethnic minority workers under labor contracts valid for at least three months at the bid closing time.</p> <p>f) Award the contract to bidders employing at least 25% female workers under labor contracts valid for at least three months at the bid closing time.</p> <p>g) Allow these bidders to re-submit a new bid price to determine the lowest offer. Bidders may not submit a higher bid than their original bid price after discount deductions.</p> <p>h) Invite these bidders to participate in a streamlined online bidding process. Bidders may not submit a higher bid than their original bid price after discount deductions.</p> <p>28.4. If a bidder qualifies for preferential treatment under Sections 28.2 and 28.3 of the BDS, they must attach supporting documentation in their Bid.</p> <p>28.5. Bidders must declare services eligible for preferential treatment using Form No. 12 in Chapter IV as a basis for consideration. If a bidder does not declare, their service shall not be considered eligible for preferential treatment.</p> <p>28.6. If the services offered by all bidders do not qualify for preferential treatment, preferential evaluation shall not be conducted.</p> <p>28.7. Bidders must attach supporting documents to prove that their services qualify for preferential treatment.</p>
<p><b>29. Bid Proposal evaluation</b></p>	<p>29.1. Employer shall apply evaluation criteria listed in this clause and methods of evaluation are specified in the BDS. Any other criteria and methods of evaluation shall not be allowed.</p> <p>29.2. Employer shall evaluate directly on the bid proposals submitted by the bidder.</p> <p>29.3. Verify and evaluate eligibility of Bid Proposal:</p> <p>a) The verification and evaluation of eligibility of Bid Proposal as specified in Section 1, Chapter III –Bid Proposal Evaluation criteria;</p> <p>b) Any bidders who have eligibility Bid Proposal shall be further considered and evaluated with respect to capacity and experiences.</p> <p>29.4. Qualification Evaluation:</p> <p>a) Qualification are evaluated as specified in Section 2, Chapter III – Bid Proposal Evaluation criteria;</p> <p>b) Bidders with satisfactory Qualification shall be considered and evaluated to examine their technical capability.</p>

29.5. Technical evaluation:

Evaluation of technical capability must adhere to the evaluation standards and methods prescribed in Section 3, Chapter III – Bid Proposal Evaluation criteria

29.6. Cost evaluation:

Bidders who satisfy technical requirements shall be considered to evaluate the price specified in Section 4, Chapter III – Bid Proposal Evaluation criteria.

29.7. After cost evaluation, Employer shall make and approve ranking list of bidders. The bidder ranked at the first position in the bidder's ranking list shall be eligible for the contract negotiation. Ranking of bidders shall be made as prescribed in the BDS.

29.8. In case bidding package is divided into independent parts and bidder is allowed bidding in each part prescribed in ITB 1.2, bid evaluation is carried out with those respective parts of the bidder as prescribed in Section 6, Chapter III – Bid Proposal Evaluation criteria.

29.9. Principle of Bid proposal's evaluation:

- a) Employer evaluate directly based on the bid proposals submitted by the bidder. In case the information committed, declared in the Bid proposal is not truthful, leading to false results of evaluating Bid proposal of the bidder, bidder shall be considered to have committed fraudulent;
- b) In case there is inconsistency between information of similar contract and supporting documents proving information of such similar contract, Employer request bidder to clarify the Bid proposal. In case the contracts declared, enclosed in the Bid proposal that not meeting the requirements of Invitation to Bid or the Bidder does not declare or incompletely declares the similar contracts, Employer request the bidder to clarify and supplement the another contract to meet the requirements of the Invitation to Bid within an appropriate period of time but not less than 03 working days. In case the bidder does not have a contract met the requirements of the Invitation to Bid, the bidder shall be disqualified;
- d) In case the key personnel and key equipment (if any) proposed by the contractor in the Bid proposal not meeting the requirements, Employer allow the bidder to supplement or replace. Bidders are only allowed to add or replace each personnel position, equipment once within an appropriate period of time but not less than 03 working days. In case the Bidder does not have the replacement of personnel and equipment that meet the requirements of the Invitation to Bid, the bidder will be disqualified. Under any circumstances, on condition that the Bidder dishonestly declares personnel and equipment, the Bidder is not allowed to substitute other personnel or equipment, the Bidder's Bid proposal shall be rejected and the Bidder shall be considered having committed fraudulent according to regulations in Clause 4, Article 16 of the Bidding Law and shall be subject to be handled according to regulations.
- e) For contents other than those mentioned in Points a, b, c and d of this Clause, in case there is inconsistency between the information in the original Bid proposal and the copy of the Bid proposal, the information in the original Bid proposal is the basis for review and evaluation;
- g) At the financial assessment step, in case the Bidder does not declare

	<p>information in the bid preferences's form for domestically produced goods (for Goods procurement bidding packages) in order that Employer have a basis for calculating bid preferences, then Bidder will not receive the bid preferences.</p>
<p><b>30. Contract negotiation</b></p>	<p>30.1. Contract negotiation shall be based on the followings:</p> <ul style="list-style-type: none"> <li>a) Report on evaluation of the Bid Proposal;</li> <li>b) Bid Proposal and bidder's records of clarification of bidding package (if any);</li> <li>c) Bidding documents.</li> </ul> <p>30.2. Rules of the contract negotiation:</p> <ul style="list-style-type: none"> <li>a) Contents of the bidding package that satisfy the requirements of the Bidding documents do not need to be negotiated;</li> </ul> <p>While evaluating Bid Proposal and negotiating contract, if scope of supply/work, workloads specified in Chapter V – <b>Technical Requirements</b> are insufficient compared to the design documentation, Employer will request bidder to add supplement scope for this insufficient part, on the basis of the quoted price; if the Bid Proposal has not provided the unit price, Employer shall consider and decide to apply the approved estimated price for these scope of work / inadequate workloads or the price quoted by other bidders who have passed the technical evaluation if this quoted price is lower than the one approved in estimate;</p> <ul style="list-style-type: none"> <li>c) For negotiation over the deficient deviation value, in case the Bid Proposal has not provided respective quoted price for deficient deviation, the lowest quoted offer out of other Bid Proposals that passed the technical evaluation or unit price in approved estimated price if only one Bid Proposal that passes the technical evaluation shall be accepted to negotiate the deficient deviation.</li> </ul> <p>30.3. Contents of contract negotiation:</p> <ul style="list-style-type: none"> <li>a) Unspecified, inappropriate and inconsistent contents between Bidding documents and Bid Proposal or in the same Bid Proposal shall be negotiated to prevent any possible dispute or unexpected impact on the contractual obligations of contracting parties;</li> <li>b) Deviations that have been found by the Bidder and Bidder's recommendations (if any), including proposal of amendment or technical alternatives which Bidder is allowed to provide according to relevant bidding regulations;</li> <li>c) Any issue that arises during the selection of Bidder (if any) in the aim of completing detailed contents of the bidding package;</li> <li>d) Nonmaterial omissions specified in ITB 30;</li> <li>e) Other necessary issues.</li> </ul> <p>30.4. During contract negotiation, negotiating parties must proceed to draft and complete the official agreement, detailed terms and conditions and annexes that determine detailed list of scope of supply, price list and progress of supply.</p> <p>30.5. If the negotiation fails, Employer will consider to and decide to invite the bidder who is ranked at the next positions for contract negotiation; if the successive negotiations also fail, Employer will consider and decide to cancel the bid as regulated in point a. of ITB 32.1.</p>

<p><b>31. Conditions for recommendation as the awarded bidder</b></p>	<p>Bidder shall be considered for recommendation as the winning bidder upon satisfying the following conditions:</p> <p>31.1. Having Eligibility Bid Proposal as prescribed in Section 1, Chapter III – Bid Proposal Evaluation criteria;</p> <p>31.2. Having capacity and experiences satisfying requirements as prescribed in Section 2, Chapter III – Bid Proposal Evaluation criteria;</p> <p>31.3. Having technical proposals satisfying requirements as prescribed in Section 3, Chapter III – Bid Proposal Evaluation criteria;</p> <p>31.4. Meeting requirements specified in the BDS;</p> <p>31.5. The bidder has the proposed bid-winning price (including taxes, fees, charges (if any) not exceeding the approved bidding package price. If the approved estimated budget of bidding package is lower than or higher than the approved bidding package price, this estimate shall replace the bidding package price as basis for consideration for recommendation as the winning bidder.</p>
<p><b>32. Bidding cancellation</b></p>	<p>32.1. Employer shall notify the bidding cancellation in following cases:</p> <p>a) All Bid Proposals fail to satisfy the requirements of the Bidding documents;</p> <p>b) Changes in the objectives, scope of procurement which leads to changes in the workload and evaluation criteria stated in the Bidding documents according to the Employer's decision;</p> <p>The Bidding documents fails to comply with legislation on bidding or other relevant legislation that lead to the failure of the selected bidder to meet requirements for performing bidding package, project;</p> <p>d) The award bidder commits prohibited acts specified in section 4 prohibited acts - Chapter I Instructions to Bidders.</p> <p>e) Organizations and individuals other than the awarded bidder commit prohibited acts specified in section 4 prohibited acts - Chapter I Instructions to Bidders leading to deviations in bidder selection results.</p> <p>32.2. Organizations and individuals other than the selected contractor engages in prohibited actions stipulated Points c, d, e in ITB 32.1, which results in the deviation in contractor selection result.</p> <p>32.3. In case of bidding cancellation specified in this section, Employer shall return or release Bid security to bidders within 05 working days except that bidder violates prescription in Points d and e, ITB 32.1.</p>
<p><b>33. Notice of bidder selection result</b></p>	<p>33.1. Employer shall publish notice of bidder selection results within 05 working days from the date of approval of bidder selection results. Notice of bidder selection result shall include following contents:</p> <p>a) Information of the bidding package:</p> <ul style="list-style-type: none"> <li>- Number of Invitation to Bidder;</li> <li>- Name of the bidding package;</li> <li>- Bidding package price or approved estimate (if any);</li> <li>- Name of Employer;</li> <li>- Form of bidder selection;</li> <li>- Type of contract;</li> <li>- Time to implement the bidding package;</li> </ul> <p>b) Information of the awarded bidder:</p> <ul style="list-style-type: none"> <li>- Tax code;</li> <li>- Contractor name;</li> <li>- Bidding price;</li> </ul>

	<ul style="list-style-type: none"> <li>- Bidding price after discount (if any);</li> <li>- Technical scores (if any);</li> <li>- Evaluation price (if any);</li> <li>- Awarded bidding price;</li> <li>- Time to implement the bidding package;</li> <li>- Time of contract performance.</li> </ul> <p>c) List of unselected bidders and brief reasons of each bidder for not being selected.</p> <p>33.2. In case of bidding cancellation as prescribed in point a, ITB 32.1, in the notice of bidder selection results and on the National bidding network must be clearly stated the reason for cancellation of bidding.</p>
<p><b>34. Change in volume of services</b></p>	<p>34.1. When awarding the contract, Employer has right to increase or decrease volume of services listed in Chapter V – Technical Requirements provided that this change does not exceed the percentage specified in the BDS and not affect unit price or other conditions in Bid Proposal and Bidding documents.</p> <p>34.2. Additional purchase option</p> <p>Prior to the expiration of the contract, the Employer is entitled to purchase additional service volumes of the bidding package, exceeding the volumes specified in Chapter IV, provided that it does not exceed the ratio, prescribed in BDS.</p>
<p><b>35. Notice of Bid Proposal acceptance and contract award</b></p>	<p>After publishing the notice of bidder selection results, Employer send a notice of acceptance of the Bid proposals and award the contract, including requirements on measures of contract performance security, completion time, and contract signing according to the provisions in Form as prescribed in Part 3 for the awarded bidder. Notice of acceptance of bid proposals and contract award are part of the contract documentation. In case the awarded bidder fails to complete, sign the contract or submit the contract performance security within the deadline stated in the notice of bid proposal's acceptance and contract award, the bidder shall be disqualified and shall not be refunded the value of Bid security as prescribed in Section 18.5 ITB. The period of time stated in the notice of bid proposal acceptance is calculated from the date Employer sending this acceptance notice to the awarded bidder on the Nation bidding network.</p>
<p><b>36. Conditions for signing contract</b></p>	<p>36.1. At time of signing contract, Bid Proposal of the selected bidder are still valid.</p> <p>36.2. At time of signing contract, the selected bidder must ensure to meet requirements on technical and financial capability for implementation of the bidding package. If the bidder no longer meets basic requirements of capacity and experiences prescribed in Bidding documents, then Employer shall refuse to sign contract. Employer shall therefore cancel previous decision on approval of bidder selection result and contract award and shall invite the bidder who is ranked at the next position for contract negotiation.</p> <p>36.3. Employer must ensure conditions on funding for advance payment, payment funding and other necessary conditions for carrying out the bidding package on the schedule.</p>

<p><b>37. Contract performance security</b></p>	<p>37.1. Before signing a contract or the contract comes into effect, the bidder shall provide contract performance security in a form of guarantee issued by a bank or financial institution which is legally operating in Vietnam or foreign bank branches established under Vietnamese law as specified in Part 3 or pay a deposit or bank transfer to Employer's account. In case the bidder uses guarantee for contract performance, Chapter VIII – Bidding forms or another form accepted by Employer shall be applied.</p> <p>37.2. The bidder shall not be entitled for the returning of the contract performance security in the following cases:</p> <ul style="list-style-type: none"> <li>a) The bidder refuses to perform the contract after the date the contract comes into force;</li> <li>b) The bidder violates agreements in contract;</li> <li>c) The bidder delays in performing contract due to the bidder's fault but refuse to extend the validity of contract performance security.</li> </ul>
<p><b>38. Handling of Complaints in Bidding</b></p>	<p>38.1. When bidder's legal rights and interests are affected, the bidders, agencies and organizations may file any complaint to Employer with respect to procurement process, bidder selection result according to the regulations of Employer.</p> <p>38.2. In case of petition to Employer, the bidder shall send the petition to the address specified in the BDS.</p>

## Chapter II. BID DATA SHEET

ITB 1.1	Name of employer: National Power System and Market Operator Limited Company (NSMO Co. Ltd)
ITB 1.2	<p>Title of bidding package: <b>Provide generation forecast services for renewable energy sources in Vietnam – First forecasting source 2026-2028</b></p> <p>Name of project: Provide generation forecast services for renewable energy sources in Vietnam – First forecasting source 2026-2028</p>
ITB 3	Source of funding: Production Expense.
ITB 5.1 (c)	<p>Competitiveness in the bidding/ Competitiveness in bid must be ensured by following rules:</p> <ul style="list-style-type: none"> <li>- Bidder participating in bid must be independent legally and independent financial from the following parties:</li> <li>- Bidders participating in the bidding do not have shares or capital contribution of more than 30% with Employer;</li> <li>- The advisory bidders for project management, supervision; the advisory bidders for making, verification, evaluation of dossiers of design and estimate;</li> <li>- The advisory bidders for making, evaluation of survey and design tasks; the advisory bidders for making, evaluation of Bidding documents, assessment Bid proposal; the advisory bidders for evaluation results of selecting bidders of such bidding package;</li> <li>- The advisory bidder for supervising performance the contract, the bidder for performace contract, the advisory bidder for inspection such bidding package must be legally and financially independent of each other;</li> <li>- Bidder participating in mixed bidding packages must be legally independent and financially independent from the Bidder who makes feasibility study reports, makes technical design documents, makes construction drawing design documents for such bidding package, unless these scope of work are parts of mixed bidding package;</li> <li>- The advisory bidder can participate in providing one or more consulting services for the same project, the bidding package includes: making pre-feasibility study report, making feasibility study report, making design documents, making technical design document, making construction drawing design documents, supervision consulting.</li> <li>- The bidder is not affiliated to the same governing authority or organization with the public sector entity;</li> <li>- Neither the bidder nor Employer holds more than 30% of shares or stakes of each other.</li> </ul>
ITB 5 (h)	<p>Bidders have to register procurement information on <b>the National bidding network: To be applied</b></p> <ul style="list-style-type: none"> <li>- Bidders are to provide confirmation of information registration on the national bidding network system in according to the <b>Circular 79/2025/TT-BTC dated 04/8/2025 issued by Ministry of Finance</b> for providing provisions on posting information about biding, on the roadmap for applying online Contractor selection, and managing the use of the value of bidding guarantee, ensuring the performance of non-refundable contracts:</li> </ul> <p>Detailed instructions of the National bidding network system are on the</p>

	website: <a href="http://muasamcong.mpi.gov.vn">http://muasamcong.mpi.gov.vn</a>
<b>ITB 7.1</b>	The amendment of Bidding documents shall be published in national bidding network at least <b>3 working days</b> before the Deadline for bid submission.
<b>ITB 7.2</b>	Requests for clarification should be received by Employer no later than <b>05 working days</b> prior to the Deadline for bid submissions.
<b>ITB 7.3</b>	Pre-bidding conference: Not applicable.
<b>ITB 8</b>	Cost of bidding: Not applicable.
<b>ITB 10.10</b>	<p>The Bidder shall submit the following additional documents in its bid proposal: Scope of services, scope of work and Technical Documentation as required in Technical Requirement (Part 2 Chapter V: <b>Technical Requirements</b>).</p> <ol style="list-style-type: none"> <li>1. The scan copy of Financial statements of bidder for 3 years. A scan copy of Financial Statements in native language and an English translation, will be sufficient as documentary evidence.</li> <li>2. All the experience/ qualification documents (scan copy) must be submitted before the selection process of this tender. These documents must be submitted along with the bid document.</li> </ol>
<b>ITB 12.1</b>	Bidder is not allowed to submit Technical alternative.
<b>ITB 13.2</b>	The parts of bidding package: Not applicable.
<b>ITB 17.1</b>	The Bid proposal shall be valid for: $\geq$ <b>120 days</b> from the deadline for bid submission.
<b>ITB 18.2</b>	<p>Contents of Bid security:</p> <p>The amount and currency of the Bid security shall be: <b>32.000.000 VND or 1200 USD or 1050 EUR</b></p> <p>The Bid security shall be valid for: <math>\geq</math> <b>150 days</b> from the Deadline for bid submission.</p> <p>- The Bid Security can be provided as a deposit into NSMO bank account and provide the relevant information. The Bid will include a written bid security describing the deposit, the terms of the deposit and how to return the deposit (Bid Security) eventually.</p> <p>Account Name: CONG TY TNHH MTV VAN HANH HE THONG DIEN VA THI TRUONG DIEN QUOC GIA (National Power System and Market Operator Company Limited)</p> <p>Account No.:</p> <p>010.100.105.0002 (for VND transfer only)</p> <p>010.100.224.1006 (for USD Transfer only)</p> <p>079.100.087.2424 (for EUR Transfer only)</p> <p>Bank's Name: NHTMCP AN BINH, CHI NHANH HANOI (ABBANK, HANOI BRANCH)</p> <p>Bank Address: No.6, HANG BAI STREET, CUA NAM WARD, HANOI, VIETNAM</p> <p>SWIFT/ABA Code: ABB KNVNX</p>
<b>ITB 18.4</b>	The Bid security of unsuccessful Bidders shall be returned or released in maximum 20 days from the date of Notification of Bidder selection Result.

<b>ITB 19.1</b>	The <b>Deadline for bid submission</b> is: Time: at <b>14h00</b> (GMT+7) Date: <i>to be confirmed according to the date in the Invitation for Bids (IFB)</i>
<b>ITB 19.3</b>	Bidders shall submit their Bid Proposals to: <b>National Power System and Market Operator Company Limited</b> Tower A, EVN building, 11 Cua Bac Street, Ba Dinh Ward, Hanoi, Vietnam. Attention: Mr. Nguyen Quoc Trung – Vice President.
<b>ITB 19.4</b>	Not applicable.
<b>ITB 20.1</b>	<b>Quantity of Proposal:</b> + <b>Hard copy:</b> 01 original and 03 copy; + <b>Soft copy:</b> 01 USB included scanned Technical Proposal, Financial Proposal and native excel file of Financial Proposal; In case of modification, substitution of Technical Proposal, Financial Proposal or technical alternative, the bidders must submit the equal number of copies of modification, substitution or Technical alternative. + <b>All of the Proposals shall be sealing and marking as requirement in Chapter I point 21.</b>
<b>ITB 21.1</b>	The Bid proposal shall be opened publicly at: Time: at <b>14h00</b> (GMT+7) Date: <i>to be confirmed according to the date in the Invitation for Bids (IFB)</i> at the following address: National Power System and Market Operator, 9th floor, Tower A, EVN building, 11 Cua Bac Street, Ba Dinh ward, Hanoi, Vietnam.
<b>ITB 27.2</b>	The maximum value allocated for subcontractors: 10% of the bidder's bid price
<b>ITB 28.2</b>	Incentives for contractor: Not applicable.
<b>ITB 29.1</b>	Bid proposal evaluation methods: a. Evaluation of the bidder's capacity and experience: using Pass/Fail criteria b. Technical evaluation: <i>to apply evaluation method using Grading criteria in accordance with evaluation criteria stipulated in Section III, Chapter III, Bid Proposal Evaluation Criteria</i> The price evaluation: <i>to apply lowest price method in accordance with evaluation criteria stipulated in Section V, Chapter III, Bid Proposal Evaluation Criteria.</i>
<b>ITB 31.5</b>	Ranking of bidders: <i>the bidder who has the lowest price after rectification of errors, adjustment of deviation and deduction of discounts (if any) is ranked the first.</i>
<b>ITB 34.1</b>	The maximum percentage by which scope of supply may be increased is: 10%. The maximum percentage by which scope of supply may be decreased is: <i>Not applicable.</i>
<b>ITB 34.2</b>	Additional purchase option: <i>Applicable. (Maximum 30% of volume of service)</i>
<b>ITB 38.2</b>	Employer's address: Floor 11, Tower A, EVN building, 11 Cua Bac Street, Ba Dinh Ward, Hanoi, Vietnam.

	Representative Mr. Nguyen Duc Ninh – President and CEO Telephone number: +84-24 39276166 Facsimile number of Procurement Department: +84-24 39276170
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## Chapter III. BID EVALUATION CRITERIA

### Section 1. Inspection and evaluation of the eligibility of the Bid

#### 1.1. Inspecting the Bid:

- a) Inspect the quantity of originals, copies of the Bid;
- b) Inspect the documents of the Bid original, including administrative documents, legal documents, qualification documents, technical proposals of the Bidder as required by Bidding Documents, consisting of: Letter of Bid, joint venture agreement (if any), power of attorney to sign the Letter of Bid (if any); Bid Security; documents proving the Bidder's qualifications; technical proposal; and other documents of the Bid as prescribed in ITB 10;
- c) Inspect the uniformity of contents between original copy and photocopies to serve the detailed evaluation of the Bid.

#### 1.2. Evaluating eligibility of the Bid:

A Bid is considered eligible when all of the conditions below are satisfied:

- a) The Bid is sent from company, organization or JV's Party which is not currently in any contract of providing renewable power forecasting data, or any similar contract service, to NSMO.
- b) There are originals of the Bid;
- c) There is a Letter of Bid bearing signature and seal (if any) of the legal representative of the Bidder as required by the Bidding Documents. Regarding joint venture, Letter of Bid shall bear the signature and seal (if any) of the legal representative of every JV's Party or the head of the joint venture authorized to sign the Letter of Bid according to the regarding joint venture agreement;
- d) The duration of the contract mentioned in the Letter of Bid shall conform to the Technical Proposal and the requirements in the Bidding Documents;
- e) The Bid Price mentioned in the Letter of Bid must be detailed, specified in both number and words, and in conformity with the total Bid Price mentioned in the Grand Summary. There is must be only one Bid Price which does not cause any disadvantage condition to the Employer;
- f) The validity period of the Bid satisfies requirements as prescribed in ITB Section 17.1;
- g) There is a Bid Security not falling under the cases prescribed in ITB Section 18.3. If a Letter of Credit as Bid Security is required, the Letter of Credit must bear the signature of the legal representative of the credit institution or branches of foreign banks incorporating in accordance with Vietnamese law with the value and validity period and name of the Employer (beneficiary) in accordance with ITB 18.2. If a deposit in cheque as Bid Security is required, the Employer shall manage that cheque in accordance with ITB Section 18.4 and Section 18.5;
- h) The Bidder shall not have its name included in multiple Bids as a Contractor (an individual Bidder or a JV's Party) for the same package;

i) The joint venture agreement shall bear signature and seal (if any) of the legal representative of each JV's Party and specify detailed tasks and estimated percentage thereof performed by each JV's Party using the form 03 of Chapter IV – Bidding Forms;

k) The Bidder's status is eligible as prescribed in ITB Section 4;

The bidders having eligible Bids shall be considered further. Any Bidder having ineligible Bid shall have its Bid rejected without further consideration.

## Section 2. Qualification Criteria

Qualification of a joint venture shall be total qualifications of all JV's Parties, provided that each JV's Party is qualified to perform their tasks in the joint venture (except for the turnover as specified in the Table of Qualification Criteria); if any JV's Party is not qualified to perform their tasks in the joint venture, the joint venture shall be considered not qualified.

The subcontractor's qualifications shall not be considered during the Contractor's bid evaluation. The Contractor is required to satisfy all qualification criteria (regardless of the subcontractor's qualification).

The qualified Bidder is the one satisfying all criteria specified in Clauses 1, 2 and 3 of this Section. Non-qualified Bidder's Bid shall be rejected without further consideration.

**TABLE OF QUALIFICATION CRITERIA**

Criteria			Compliance requirements				Required document
No.	Description	Requirement	Individual Bidder	Joint Venture			
				All Parties combined	Each JV's Party	At least one JV's Party	
1	<b>Previous Contract Non-fulfillment Records</b>	From January 1, 2023 to the deadline for submission of Bid, the Bidder did not fail to perform any contract.	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Form No. 08
2	<b>Fulfill tax declaration and payment obligations.</b>	Has fulfilled the tax declaration and payment obligations for the most recent fiscal year prior to the bid closing time.	Must meet requirement	Not applicable	Must meet requirement		Commitment in the bid submission form.
3	<b>Financial Performance</b>						

Criteria			Compliance requirements				Required document
No.	Description	Requirement	Individual Bidder	Joint Venture			
				All Parties combined	Each JV's Party	At least one JV's Party	
	<b>Average Annual Turnover from Services</b>	<p>Minimum average annual turnover is 1,550,000,000 VND or 58,708USD, from January 1, 2023 within the last 3 years.</p> <p>The annual turnover shall be calculated as total payments received for contracts of Services within the year.</p>	Must meet requirement	Must meet requirement	Not applicable	Not applicable	Form No. 10
3	<b>Specific experience in performing similar contracts</b>	<p>Minimum number of similar contracts which are wholly or mainly completed by the Bidder as a Contractor (individual Bidder or a joint venture) or a subcontractor within the period of time from January 1, 2023 to the deadline for submission of Bids:</p> <p>At least 01 contract with minimum value of 477,700,000 VND or 18,093 USD for the performance of 1 year,</p> <p>In which: Similar contract is contract having similar</p>	Must meet requirement	Must meet requirement	Must meet requirement (equivalent to their tasks performed)	Not applicable	Form No. 13

Criteria			Compliance requirements			Required document
No.	Description	Requirement	Individual Bidder	Joint Venture		
				All Parties combined	Each JV's Party	At least one JV's Party
		service's properties: Renewable Energy Forecasting and the contract must have a minimum execution period of 12 months.				

### Section 3. Technical Evaluation Criteria

Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are:

- a) Technical evaluation of each proposal shall be done by grading (on a scale of 100), including:

No.	Criterion	Maximum score	Scale	Minimum score
<b>1</b>	<b><i>Bidder's experience</i></b>	<b>25</b>		
<b>1.1</b>	<b><i>Participate in projects on renewable energy generation forecasting which have to include both Wind and Solar forecasting (*)</i></b>	<b>5</b>		
	<i>≥ 10 projects (100%)</i>		5	
	<i>8-9 projects (80%)</i>		4	
	<i>6-7 projects (60%)</i>		3	
	<i>4-5 projects (40%)</i>		2	
	<i>&lt; 4 projects (20%)</i>		1	
<b>1.2</b>	<b><i>Total capacity of wind forecasting service in the last 3 years, considering only projects which have at least 1-year contract</i></b>	<b>4</b>		
	<i>≥ 20000 MW (100%)</i>		4	
	<i>10000 - &lt;20000 MW (75%)</i>		3	
	<i>5000 - &lt;10000 MW (50%)</i>		2	
	<i>&lt; 5000 MW (25%)</i>		1	
<b>1.3</b>	<b><i>Total capacity of solar forecasting service in the last 3 years, considering only projects which have at least 1-year contract</i></b>	<b>4</b>		
	<i>≥ 20000 MW (100%)</i>		4	
	<i>10000 - &lt;20000 MW (75%)</i>		3	
	<i>5000 - &lt;10000 MW (50%)</i>		2	

No.	Criterion	Maximum score	Scale	Minimum score
	< 5000 MW (25%)		1	
<b>1.4</b>	<b>Total capacity of solar rooftop forecasting service in the last 3 years, considering only projects which have at least 1-year contract</b>	<b>4</b>		
	≥ 10000 MW (100%)		4	
	7000 - <10000 MW (75%)		3	
	5000 - < 7000 MW (50%)		2	
	< 5000 MW (25%)		1	
<b>1.5</b>	<b>Reputation according to result of similar contracts executed previously (only applied for Bidder with ≥ 3 completed projects and projects have to include both Wind and Solar forecasting, Bidder has to provide documentary evidence for completed projects in form of service reference or certificate copies signed by Customers of similar contracts)</b>	<b>4</b>		
	≥ 10 similar contracts satisfy or are surplus to requirements in terms of quality and progress (100%)		4	
	7-9 similar contracts satisfy or are surplus to requirements in terms of quality and progress (75%)		3	
	4-6 similar contracts satisfy or are surplus to requirements in terms of quality and progress (50%)		2	
	1-3 similar contracts satisfy or are surplus to requirements in terms of quality and progress (25%)		1	
<b>1.6</b>	<b>Participate in Renewable energy forecasting service which have more than 100 forecasting sites and total forecasting capacity more than 3GW</b>	<b>4</b>		
	≥ 5 projects (100%)		4	
	3 - 4 projects (75%)		3	
	1 - 2 project (50%)		2	
	<2 projects (25%)		1	
<b>2</b>	<b>Solution and methodology</b>	<b>50</b>		<b>32</b>
<b>2.1</b>	<b>Approach and methodology</b>	<b>2</b>		
<b>2.1.1</b>	<i>The technical proposal consists of all tasks prescribed in terms of reference. The tasks are divided into specific objectives in a complete and logical way with specific tasks given to each of the team members.</i>	<b>1</b>		
<b>2.1.2</b>	<i>The methodology is suitable for the objectives</i>	<b>0.5</b>		
<b>2.1.3</b>	<i>The proposal clearly shows how to properly perform the tasks (especially special tasks of the project)</i>	<b>0.5</b>		
<b>2.2</b>	<b>Performance of forecast service</b>	<b>9</b>		
<b>2.2.1</b>	<i>The number of renewable energy sources (site) can be forecasted by the bidder</i>	<b>3</b>		

No.	Criterion	Maximum score	Scale	Minimum score
	$\geq 500$ (100%)		3	
	350 - <500 sites (75%)		2	
	100 - <350 sites (50%)		1	
	<100 sites (0%)		0	
2.2.2	<i>The time horizon of the forecast service</i>	2		
	$\geq 14$ days (100%)		2	
	7- <14 days (50%)		1	
	< 7 days (0%)		0	
2.2.3	<i>Frequency of update for forecasting solar site</i>	1		
	$\leq 15$ minutes		1	
	>15 - $\leq 30$ minutes		0.5	
	> 30 minutes		0	
2.2.4	<i>Frequency of update for forecasting wind site</i>	1		
	$\leq 15$ minutes		1	
	>15 - $\leq 30$ minutes		0.5	
	> 30 minutes		0	
2.2.5	<i>Time resolution for forecasting solar site</i>	1		
	$\leq 10$ minutes		1	
	> 10 - $\leq 30$ minutes		0.5	
	>30minutes		0	
2.2.6	<i>Time resolution for forecasting wind site</i>	1		
	$\leq 10$ minutes		1	
	> 10 - $\leq 30$ minutes		0.5	
	>30 minutes		0	
<b>2.3</b>	<b><i>Forecast output parameters</i></b>	<b>21</b>		<b>12</b>
2.3.1	<b><i>Forecast generation output power</i></b>	<b>7</b>		
2.3.1.1	<i>Provide generation power output value</i>	3		
	Yes		3	
	No		0	
2.3.1.2	<i>Provide 10%, 90% probability output generation power values</i>	2		
	Yes		2	
	No		0	
2.3.1.3	<i>Provide actual meteorological data via satellite-based evaluation or equivalent</i>	2		
	Yes		2	
	No		0	
2.3.2	<b><i>Meteorological data for solar site</i></b>	<b>4</b>		
2.3.2.1	<i>Global horizontal irradiance (GHI)</i>	2		
	Yes		2	
	No		0	
2.3.2.2	10%, 90% probability GHI values	1		

No.	Criterion	Maximum score	Scale	Minimum score
	Yes		1	
	No		0	
2.3.2.3	Air temperature and relative humidity, wind speed at 2m	1		
	Yes		1	
	No		0	
2.3.3	<b>Meteorological data for wind site</b>	<b>4</b>		
2.3.3.1	Wind speed at hub height	2		
	Yes		2	
	No		0	
2.3.3.2	10%, 90% probability for wind speed at hub height values	1		
	Yes		1	
	No		0	
2.3.3.3	Wind direction at hub height, relative humidity, atmospheric pressure, air temperature	1		
	Yes		1	
	No		0	
2.3.4	<b>Meteorological data for solar rooftop cluster</b>	<b>6</b>		
2.3.4.1	Representative global horizontal irradiance (GHI) value for clustered area	2		
	Yes		2	
	No		0	
2.3.4.2	Representative air temperature, relative humidity and wind speed at 2m values for clustered area	3		
	Yes		3	
	No		0	
2.3.4.3	10%, 90% probability GHI values for clustered area	1		
	Yes		1	
	No		0	
2.4	<b>Deliverables of forecasting service</b>	<b>5</b>		
2.4.1	Forecast service has data outputs in the JSON/CSV/XML data format	1		
	Yes		1	
	No		0	
2.4.2	Forecast service has standard web service or secured FTP data delivery or via API service/tool	1.5		
	Yes		1.5	
	No		0	
2.4.3	Provide graphic monitoring interface for displaying forecast, real observation and analyzing forecast result and forecast error.	1.5		

No.	Criterion	Maximum score	Scale	Minimum score
	Yes		1.5	
	No		0	
2.4.4	Forecast service has accuracy forecast reports in monthly basis of all forecasted point	1		
	Yes		1	
	No		0	
<b>2.5</b>	<b>Customer Support</b>	<b>9</b>		
2.5.1	Response in less than 1 hours for Emergency support via phone call/email or messaging platform, out of working hours for forecasting not delivering error	3		
	Yes		3	
	No		0	
2.5.2	Provide technical solutions such as model recalibration, coefficient adjusting for each individual sites to reduce forecasting error.	3		
	Yes		3	
	No		0	
2.5.3	Daily support on forecasting technical issues	3		3
	Yes		3	
	No		0	
<b>2.6</b>	<b>Presentation of the proposal</b>	<b>2</b>		
2.5.1	The structure and presentation of the proposal is reasonable and easy to follow	1		
	Yes		1	
	No		0	
2.5.2	The proposal is complete and compelling	1		
	Yes		1	
	No		0	
<b>2.7</b>	<b>Execution plan</b>	<b>2</b>		
2.6.1	The working plan includes all objectives of the project. Each objective is completely, appropriately, clearly analyzed and described	1		
	Yes		1	
	No		0	
2.6.2	The execution plan is appropriate for the methodology and schedule	1		
	Yes		1	
	No		0	
<b>3</b>	<b>Employees (**)</b>	<b>25</b>		<b>12</b>
<b>3.1</b>	<b>Human Resources and Skills</b>	<b>10</b>		
3.1.1	Company's manpower with more than 20 employees	1		
	Yes		1	

No.	Criterion	Maximum score	Scale	Minimum score
	No		0	
3.1.2	Number of members in forecasting team	3		
	> 10 members in forecasting team		3	
	5-10 members		2	
	<5 members		1	
3.1.3	Have staff for emergency support about forecasting technical issue	6		
	For both forecasting technical and data transfer/connection (100%)		6	
	For data transfer/connection only (50%)		3	
	No support (0%)		0	
3.2	<b>Working experiences and qualifications – forecasting team members (***)</b>	<b>10</b>		
3.2.1	Up to 5 members of the forecasting team have experience on renewable energy generation forecasting	5		
	≥ 5 years (100%)		5	
	2 – 4 years (40%)		2	
	<2 years (20%)		1	
3.2.2	Up to 5 members of the forecasting team have experience on renewable energy generation forecasting for national/regional level	5		
	≥ 5 projects (100%)		5	
	2 – 4 projects (40%)		2	
	<2 project (20%)		1	
3.3	<b>Working experiences and qualifications – project's head engineer</b>	<b>5</b>		
3.3.1	Qualifications	1		
	Professor, PhD, Master's degree, or equivalent degree (100%)		1	
	Engineer, bachelor's degree (70%)		0.5	
	Associate degree, college degree, or an equivalent degree (0%)		0	
3.3.2	Working experience in RE forecasting worldwide	2		
	≥ 15 years (100%)		2	
	5 - <15 years (40%)		1	
	< 5 years experience for all members (0%)		0	
3.3.3	Experience as project's head engineer	2		
	≥ 5 projects (100%)		2	
	2 – 4 projects (50%)		1	
	<2 project (0%)		0	
	<b>Total</b>	<b>100</b>		<b>70</b>

(\*) The Bidder is required to provide copies of Similar contracts performed by the Bidder and enclose photocopies of related documents on those previous projects which are needed to CERTIFY that those projects are completed in conformity with the above requirements by Customer/Employer. A photocopy/scan of signed reference from the customer will be sufficient as documentary evidence for performance of similar contracts.

(\*\*) Key employees mentioned in (3) of the table must have long-term or indefinite employment contracts with the bidder. If key employees that are not under the management of the bidder are employed, specific explanation must be provided.

(\*\*\*) Criteria in (3) is for individual employee. The Bidder may provide Curriculum Vitae (CV) for key professional staff who will work in project.

*b) The establishment of criteria for technical evaluation must satisfy the following requirements:*  
 + The minimum scores for bidder's capacity and experience, solution and methodology, and employees must not fall below the minimum scores for such criteria. Any proposal that fails to reach the minimum score for any of the aforesaid criteria (Bidder's experience, Solution and methodology, Employees) shall be considered technically unsatisfactory.  
 + The minimum aggregated technical score must not fall below 70% of the maximum technical score. Any proposal that reaches the minimum technical score is considered technically satisfactory.

#### **Section 5. Cost Evaluation Criteria**

The least cost shall be determined as follows:

1. Determine the Bid Price;
2. Correct errors (comply with Notes (1));
3. Adjust deviation (comply with Notes (2));
4. Determine bid price after error correction and adjustment of deviation and minus discount (if any);
5. Rank bidders:

The Bid with the lowest price after error correction and adjustment of deviation and minus discount (if any) shall be ranked first.

#### **Notes:**

##### *1. Rectification of errors*

*Provided that the bid proposal substantially satisfies Invitation to Bid, Employer shall rectify arithmetical errors and other errors on the following basis:*

- a) Arithmetical errors include mistakes from calculation such as: addition, subtraction, multiplication, division when calculating bidding price. If there is a discrepancy between the unit price and the total price, the unit price shall prevail and the total price shall be corrected; If there is unusual differences in unit price due to decimal errors (10 times, 100 times, 1000 times), the total price should be used as a legal basis for correction; when the bidder fills without price or "0" in the column of unit price and total price, price of this item shall be deemed to be allocated among the prices for the other items of work of the package and Bidder will not be paid for by Employer during contract performance.*
- b) Other errors:*
  - *If the Total price column is filled without the corresponding unit price, the unit price shall be*

determined by dividing the total price by the quantity; if the unit price is filled in, but the total price is missing, the total price shall be determined by multiplying the quantity by the unit price; if one of the items has the unit price and total price filled in, but the quantity is missing, the quantity shall be determined by dividing the total price by the unit price of that particular item. In case the aforesaid quantity that has been additionally defined is different from the quantity mentioned in the Invitation to Bid, that value difference is the deviation in the scope of supply, which shall be adjusted under regulations specified in Step 3;

- Mistake in Unit must be corrected to meet the requirements specified in the Invitation to Bid;
- Mistakes in using comas (instead of periods) and vice versa shall also be corrected in accordance with the written in Vietnamese customary. If Employer determines the obvious mistake in placing of comas and periods, the total price shall prevail and the unit price shall be corrected;
- If there is an error in a total corresponding to the addition of subtotals, the subtotals shall prevail and the total shall be corrected;
- If there is a discrepancy between words and numbers, the amount in words shall be used as a legal basis for correction. If the amount expressed in words is incorrect, then the number after rectification of error as stipulated in this article should be used as a legal basis for correction.

## 2. Adjustment of deviation

- a) In case of deviation in the scope of supply compared to the Invitation to Bid, what is deficient shall be added, and what is redundant shall be subtracted according to respective unit price in the Bid proposal of bidder that has deviation;

In case of deficient deviation (lack of items of work in comparison with the scope of supply), if there is no respective unit price in the Bid proposal with deficient deviation, the adjustment of deviation will be as follows:

The highest unit price offered for such item of Bid proposals which pass the Technical evaluation shall be used as legal basis for adjustment of deviation. In case the Bid proposals passed the Technical evaluation has no unit price, unit price in the value of bidding package shall be used as legal basis for adjustment of deviation. In case not having value of bidding package, unit price for calculating price of bidding package shall be used as legal basis for adjustment of deviation.

## Chapter IV. BIDDING FORMS

No.	Description	Form	Notes
1	Letter of Bid	Form No. 1(a)	applicable to the Bidder who has no discount offer in the Letter of Bid
		Form No. 1(b)	applicable to the Bidder who has discount offer in the Letter of Discount
2	Power of Attorney	Form No. 2	applicable solely to the case where the legal representative of the Bidder is authorized
3	Joint Venture Agreement	Form No. 3	Applicable solely to joint venture.
4	Bid Security	Form No. 4(a)	Applicable in a case where the individual Bidder provides a bank guarantee as Bid Security
		Form No. 4(b)	Applicable in a case where the joint venture provides a bank guarantee as Bid Security
5	Price Activity Schedule	Form No 5(a)	Applied to lump sum contract
6	Bidder Information	Form No. 6(a)	
	Bidder's JV Members Information Form	Form No. 6(b)	Applicable solely to joint venture
7	List of companies in charge of work items	Form No. 7	Applicable solely to the case where the Bidder is a parent company
8	Previous contract non-fulfillment records	Form No. 8	
9	Financial situation of bidder	Form No. 9	
10	Average annual turnover	Form No. 10	Applicable solely to the case required by the bidding document
11	Financial resources	Form No. 11	Applicable solely to the case required by the bidding document
12	Financial Resources	Form No. 12	Applicable solely to the case required by the bidding document
13	Similar contracts performed by the Bidder	Form No. 13	
14	Table of proposed personnel for key positions	Form No. 14	Applicable solely to the case required by the bidding document
15	Resume of Key personnel	Form No.15	

No.	Description	Form	Notes
16	Equipment	Form No. 16	Applicable solely to the case required by the bidding document -N/a
17	Work items performed by subcontractors	Form No. 17(a)	Applicable solely to the case the subcontractor is employed
	Work items performed by special subcontractors	Form No. 17(b)	Applicable solely to the case the bidding document allows employment of special subcontractors
18	Method and general methodology proposed by the Bidder to perform services	Form No. 18	

**Form 01 (a)****LETTER OF BID <sup>(1)</sup>**

*(applicable to the Bidder who has no discount offer in the Letter of Bid)*

Date: \_\_\_\_\_ *[insert date of signing of Letter of Bid]*

The package's name: *[insert package's name according to the invitation to bid]*

Project's name: *[insert project's name]*

Invitation to Bid No. \_\_\_\_ *[insert the number of the Invitation to Bid regarding selective bidding]*

To: *National System Power and Market Operator.*

After carefully studying the Bidding Documents and revisions thereof number \_\_\_\_ *[insert the number of the revisions (if any)]*, we, \_\_\_\_ *[insert the Bidder's name]*, pledge ourself to perform \_\_\_\_ *[insert the package's name]* in accordance with the Bidding Documents with the total amount \_\_\_\_ *[insert the amount in figures, in words and currency]* <sup>(2)</sup> together with the enclosed Grand Summary.

Contract duration is \_\_\_\_ *[insert the length of time the whole of Works must be completed]* <sup>(3)</sup>.

We hereby declare that:

1. We only participate in this Bid as the Contractor.
2. We are not undergoing dissolution process, are not thrown into bankruptcy, and do not incur bad debts as prescribed by law.
3. We do not commit violations against regulations on assurance of competitiveness in bidding.
4. We are not involved in corrupt, fraudulent or conclusive practice and other violations against law on bidding.
5. Every information provided herein is truthful to be the best of our knowledge.

If the our Bid is accepted, we shall provide the Performance Security as prescribed in Section 40 - Instructions to Bidders of the Bidding Documents.

This Bid takes effect within \_\_\_\_ <sup>(4)</sup>days, from....to....[date] <sup>(5)</sup>.

**Legal representative of bidder<sup>(6)</sup>**

*[Full name, position, signature and seal]*

Notes:

(1) Bidder must provide sufficient and accurate information including names of the Employer and the Bidder, effective period of the Bid, which bears the signature and seal (if any) and of the bidder's legal representative.

- (2) The Bid Price mentioned in the Letter of Bid must be detailed, specified in both number and words, and in conformity with the total Bid Price mentioned in the Grand Summary. There is must be only one Bid Price which does not cause any disadvantage condition to the Employer.
- (3) The contract duration mentioned in the Letter of Bid must conform to the Technical Proposal in the Bid.
- (4) Effective period of the Bid is from the deadline for submission of Bid to its expiration date as prescribed in the Bidding Documents. The period of time from the deadline for submission of Applications to 24:00 of the Application closing date is considered 01 day.
- (5) Insert the Application closing date as prescribed in ITB Section 22.1.
- (6) If the Bidder's legal representative authorizes his/her subordinate to sign the Letter of Bid, a Power of Attorney (Form 02 provided in this Chapter) must be enclosed. If the company's charter or another document permits such subordinate to sign the Letter of Bid, such document shall be enclosed (In this case, the Power of Attorney is not required). Regarding joint venture, the Letter of Bid shall be signed by legal representative of every JV's Party, unless the leading Party may sign the Letter of Bid according to the joint venture agreement as mentioned in Form 03 of this Chapter. Each JV's Party may give authorization similarly to an individual Bidder. If the successful bidder must present certified true copies of these documents to the Employer before contract conclusion. If information provided is found inaccurate, the Bidder will be considered fraudulent as prescribed in ITB Section 3.

**LETTER OF BID<sup>(1)</sup>**

*(applicable to the Bidder who has discount offer in the Letter of Bid or submitted in a separate Letter of Discount)*

Date: \_\_\_\_\_ *[insert date of signing of Letter of Bid]*

The package's name: *[insert package's name according to the invitation to bid]*

Project's name: *[insert project's name]*

Invitation to Bid No. \_\_\_\_\_ *[insert the number of the Invitation to Bid regarding selective bidding]*

To: *National System Power and Market Operator.*

After carefully studying the Bidding Documents and revisions thereof number \_\_\_\_\_ *[insert the number of the revisions (if any)]*, we, \_\_\_\_\_ *[insert the Bidder's name]*, pledge ourself to perform \_\_\_\_\_ *[insert the package's name]* in accordance with the Bidding Documents with the total amount \_\_\_\_\_ *[insert the amount in figures, in words and currency]*<sup>(2)</sup> together with the enclosed Grand Summary.

In addition, we voluntarily offer a discount of bid price within an amount of: \_\_\_\_\_ *[insert the discount amount in figures, in words and in currency]*.

The bid price after deducting discount is: \_\_\_\_\_ *[insert the discount amount in figures, in words and in currency]*<sup>(3)</sup>

Contract duration is \_\_\_\_\_ *[insert the length of time the whole of Works must be completed]*<sup>(4)</sup>.

We hereby declare that:

1. We only participate in this Bid as the Contractor.
2. We are not undergoing dissolution process, are not thrown into bankruptcy, and do not incur bad debts as prescribed by law.
3. We do not commit violations against regulations on assurance of competitiveness in bidding.
4. We are not involved in corrupt, fraudulent or conclusive practice and other violations against law on bidding.
5. Every information provided herein is truthful to be the best of our knowledge.

If the our Bid is accepted, we shall provide the Performance Security as prescribed in Section 40 - Instructions to Bidders of the Bidding Documents.

This Bid takes effect within \_\_\_\_\_<sup>(5)</sup> days, from \_\_\_\_\_<sup>(6)</sup>.

**Legal representative of bidder<sup>(7)</sup>**  
*[Full name, position, signature and seal]*

Notes:

- (1) Bidder must provide sufficient and accurate information including names of the Employer and the Bidder, effective period of the Bid, which bears the signature and seal (if any) and of the bidder's legal representative.
- (2) The Bid Price mentioned in the Letter of Bid must be detailed, specified in both number and words, and in conformity with the total Bid Price mentioned in the Grand Summary. There is must be only one Bid Price which does not cause any disadvantage condition to the Employer.
- (3) The discount is whether applicable to the package or one or several work items (specifying the work items eligible for discounts).
- (4) The contract duration mentioned in the Letter of Bid must conform to the Technical Proposal in the Bid.
- (5) Effective period of the Bid is from the deadline for submission of Bid to its expiration date as prescribed in the Bidding Documents. The period of time from the deadline for submission of Bids to 24:00 of the Application closing date is considered 01 day.
- (6) Insert the Bid closing date as prescribed in ITB Section 22.1.
- (7) If the Bidder's legal representative authorizes his/her subordinate to sign the Letter of Bid, a Power of Attorney (Form 02 provided in this Chapter) must be enclosed. If the company's charter or another document permits such subordinate to sign the Letter of Bid, such document shall be enclosed (In this case, the Power of Attorney is not required). Regarding joint venture, the Letter of Bid shall be signed by legal representative of every JV's Party, unless the leading Party may sign the Letter of Bid according to the joint venture agreement as mentioned in Form 03 of this Chapter. Each JV's Party may give authorization similarly to an individual Bidder. If the successful bidder must present certified true copies of these documents to the Employer before contract conclusion. If information provided is found inaccurate, the Bidder will be considered fraudulent as prescribed in ITB Section 3.

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

[Location and date] \_\_\_\_\_

I am \_\_\_\_\_ [insert name, ID/passport number, position of bidder's legal representative], the legal representative of \_\_\_\_\_ [insert name of bidder] at \_\_\_\_\_ [insert address of bidder] hereby authorizes \_\_\_\_\_ [insert name, ID/passport number, position of authorized person] to perform the following tasks during the participation in the process of bidding for \_\_\_\_\_ [insert name of the package] of \_\_\_\_\_ [insert name of the project] held by \_\_\_\_\_ [insert name of the Employer]:

*[- Sign Letter of Bid;*

*- Sign the Joint venture agreement (if any);*

*- Sign documents with the Employer during the shortlisting processing, including the request for Clarification of Bidding Documents and Bids; sign requests for withdrawal, modification or substitutions of the Bid;*

*- Participate in contract negotiation and finalization;*

*- Sign complaint letter (if any);*

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

The authorized person only performs the tasks within the area of competence of a legal representative of \_\_\_\_\_ [insert name of bidder]. \_\_\_\_\_ [insert name of bidder's legal representative] is totally responsible for the tasks performed by \_\_\_\_\_ [insert name of authorized person] within the authorization scope.

The Power of Attorney is effective from \_\_\_\_\_ [date] to \_\_\_\_\_ [date]<sup>(3)</sup> and is made into \_\_\_\_\_ copies with equal value. \_\_\_\_\_ copies are kept by the authorizer, and \_\_\_\_\_ copies are kept by the authorized person.

**Authorized person**

*[Full name, position, signature and seal]*

**Authorizer**

*[Full name, position, signature and seal of the legal representative]*

Notes:(1) The original copy of the Power of Attorney shall be sent to the Employer in conjunction with the Letter of Bid as prescribed in ITB Section 19.3. The Bidder's legal representative may authorize their deputies, subordinates, directors of branches, heads of representative offices of the Bidder to perform the tasks on behalf of the Bidder. The authorized person may use the seal of the Bidder or their seal. The authorized representative may not authorize another person. (2) Area of authorization includes one or multiple tasks above.

(3) Insert the effective date and expiration date of the Power of Attorney in conformity with the bidding process.

**Form No. 03****JOINT VENTURE AGREEMENT<sup>(1)</sup>**

[Location and date] \_\_\_\_\_

Package: \_\_\_\_\_ [insert name of the package]

Project's name: \_\_\_\_\_ [insert the project's name]

In response to Bidding Documents for \_\_\_\_\_ [insert name of package] dated \_\_\_\_\_ [insert date written on the Bidding Documents];

Representatives of signatories to the joint venture agreement include:

**Name of JV's Party** \_\_\_\_\_ [insert name of each JV's Party]

Represented by Mr./Ms. \_\_\_\_\_

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

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

Phone number: \_\_\_\_\_

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

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

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

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

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

The Parties have reached a consensus on entering into a joint venture agreement with the following contents:

**Article 1. General rules**

1. Parties voluntarily establish this joint venture to participate in the process of bidding for \_\_\_\_\_ [insert name of package] of \_\_\_\_\_ [insert name of project].
2. Official name of the joint venture used in every transaction related to the package with the consent of all Parties: \_\_\_\_\_ [insert the agreed name of the joint venture].
3. Every JV's Party is committed not to unilaterally participate or establish a joint venture with another JV's Party to participate in this package. If awarded the contract, no JV's Party is entitled to refuse to fulfill the duties and obligations prescribed in the contract. Any JV's Party of the joint venture that refuses to perform their duties as agreed must:

- Pay damages to other parties in the joint venture;
- Pay damages to the Employer as prescribed by the contract;
- Incur other disciplinary actions \_\_\_\_\_ [specify the action].

## **Article 2. Assignment of duties**

All Parties unanimously to undertake joint and separate responsibility to execute \_\_\_\_\_ [insert name of package] of \_\_\_\_\_ [insert name of project] as follows:

### 1. Leading JV's Party of the joint venture:

All parties unanimously authorize \_\_\_\_\_ [insert name of a party] as the leading JV's Party of the joint venture who represents the joint venture to perform the following tasks<sup>(3)</sup>:

*[- Sign Letter of Bid;*

*- Sign documents with the Employer during the shortlisting processing, including the request for Clarification of Bidding Documents and Bids; sign requests for bid withdrawal, modification or substitutions;*

*- Provide Bid Security for the joint venture;*

*- Provide financial resources for the joint venture;*

*- Participate in contract negotiation and finalization;*

*- Sign complaint letter (if any);*

*- Perform other tasks except for contract conclusion: \_\_\_\_\_ [specify other tasks (if any)].*

2. Tasks of JV's Parties with the consent of all Parties are specified in the table below<sup>(4)</sup>:

No.	Name	Tasks	Proportion of value to bid price
1	Name of leading JV's Party	- ____ - ____	- ____% - ____%
2	Name of second JV's Party	- ____ - ____	- ____% - ____%
....	....	....	....
<b>Total</b>		<b>All tasks of the package</b>	<b>100%</b>

### Article 3. Effect of Joint venture agreement

1. The Joint Venture Agreement takes effect from the day on which it is signed.

2. The Joint venture agreement expires in the following cases:

- All parties have fulfilled their duties and finalize the contract;
- The agreement is unanimously terminated by all parties;
- The joint venture is not awarded the contract;
- The bidding for \_\_\_\_\_ [insert name of the package] of \_\_\_\_\_ [insert name of the project] is cancelled as notified by the Employer.

The joint venture agreement is made into \_\_\_\_\_ copies with equal legal value, each party keeps \_\_\_\_\_ copies.

#### LEGAL REPRESENTATIVE OF LEADING JV'S PARTY

[Full name, position, signature and seal]

#### LEGAL REPRESENTATIVE OF JV'S PARTY

[Full name, position, signature and seal of each JV's Party]

Notes:

(1) According to the scope and nature of the package, this Joint venture agreement may be amended,

(2) Update legislative documents in force.

(3) Area of authorization includes one or multiple tasks above.

(4) The Bidder shall specify detailed tasks and estimate equivalent value of tasks performed by every JV's Party, common and private responsibilities of JV's Party, including the leading JV's Party.

**Form No. 04 (a)****BID SECURITY<sup>(1)</sup>***(applicable to individual Bidders)***Beneficiary:** National System Power and Market Operator**Date of issue:** \_\_\_\_ [insert date of issue]**BID SECURITY No.** \_\_\_\_ [insert number of the Bid Security]**Guarantor:** \_\_\_\_ [insert name and address of issuing bank, if it is not written in the title]

We have been informed that \_\_\_\_\_ [name of the Bidder] (hereinafter called "the Bidder") has submitted to participate in the bid for the execution of \_\_\_\_\_ [name of package] of \_\_\_\_\_ [name of project] under Invitation to Bid.

We hereby act as a guarantor for the Bidder to participate in the bid for this package with an amount of \_\_\_\_\_ [amount in figures, in words and currency].

This Guarantee takes effect within \_\_\_\_<sup>(2)</sup> days, from \_\_\_\_\_ [date]<sup>(3)</sup>.

At the request of the Bidder, we, as the Guarantor, hereby undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ [amount in figures] (\_\_\_\_\_) [amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s), because the Bidder:

1. has withdrawn its Bid after the deadline for submission of Bid and during the period of bid validity;
2. has violated law on bidding leading bid cancellation as prescribed in Point d of Section 35.1 - Instruction to Bidder of the Bidding Documents;
3. fails or refuses to execute the contract within 5 working days, from the date on which the notification of contract negotiation sent by the Employer is received, excluding force majeure events;
4. fails or refuses to complete the contract within 20 working days, from the date on which the notification of bid acceptance sent by the Employer is received, or refuses to conclude the contract after the contract completion excluding force majeure events;
5. fails to furnish the Performance Security as prescribed in Section 40 - Instructions to Bidders of the Bidding Documents.

If the Bidder has option: this Guarantee shall expire when the Employer conclude the contract and furnish the Performance Security to the beneficiary as agreed.

If the Bidder has no option: If the Bidder has no option: this Guarantee shall expire when the Bidder receives the photocopy of notification of bidder selection result sent by the beneficiary; within 30 days after the expiration date of the Bid.

Consequently, any demand for payment under this guarantee must be received by us at the address on or before that date.

**Legal representative of Bank**

*[Full name, position, signature and seal]*

Notes:

- (1) Applicable to Bid Security in the form of Bid Security issued by a credit institution or a branch of foreign bank established under Vietnamese law.
- (2) Insert as prescribed in Section 18.2 of the **BDS**.
- (3) Insert the deadline date as prescribed in Section 21.1 of the **BDS**.

**BID SECURITY<sup>(1)</sup>***(applicable to the JV Bidder)***Beneficiary:** National System Power and Market Operator**Date of issue:** \_\_\_ *[insert date of issue]***BID SECURITY No.** \_\_\_ *[insert number of the Bid Security]***Guarantor:** \_\_\_ *[insert name and address of issuing bank, if it is not written in the title]*

We have been informed that \_\_\_\_\_ *[name of the Bidder]*<sup>(2)</sup> (hereinafter called "the Bidder") has submitted to participate in the bid for the execution of \_\_\_\_\_ *[name of package]* of \_\_\_\_\_ *[name of project]* under Invitation to Bid No. \_\_\_ *[insert number of Invitation to Bid]*.

We hereby act as a guarantor for the Bidder to participate in the bid for this package with an amount of \_\_\_\_\_ *[amount in figures, in words and currency]*.

This Guarantee takes effect within \_\_\_<sup>(3)</sup> days, from \_\_\_\_\_ *[date]*<sup>(4)</sup>.

At the request of the Bidder, we, as the Guarantor, hereby undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ *[amount in figures]* (\_\_\_\_\_) *[amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s), because the Bidder:

1. has withdrawn its Bid after the deadline for submission of Bid and during the period of bid validity;
2. has violated law on bidding leading bid cancellation as prescribed in Point d of Section 35.1 – Instruction to Bidder of the Bidding Documents;
3. fails or refuses to execute the contract within 5 working days, from the date on which the notification of contract negotiation sent by the Employer is received, excluding force majeure events;
4. fails or refuses to complete the contract within 20 working days, from the date on which the notification of bid acceptance sent by the Employer is received, or refuses to conclude the contract after the contract completion excluding force majeure events;
5. fails to furnish the Performance Security as prescribed in Section 37 - Instructions to Bidders of the Bidding Documents.

If any JV's Party \_\_\_ *[insert full name of the JV's Party]* violates regulations of law leading ineligible for Bid Security return as prescribed in Section 18.5 – Instructions to Bidder, the Bid Security of all JV's Parties shall not be returned.

If the Bidder has option: this Guarantee shall expire when the Employer conclude the contract and furnish the Performance Security to the beneficiary as agreed.

If the Bidder has no option: If the Bidder has no option: this Guarantee shall expire when the Bidder receives the photocopy of notification of bidder selection result sent by the beneficiary; within 30 days after the expiration date of the Bid.

Consequently, any demand for payment under this guarantee must be received by us at the address on or before that date.

**Legal representative of Bank**

*[Full name, position, signature and seal]*

Notes:

(1) Applicable to Bid Security in the form of Bid Security issued by a credit institution or a branch of foreign bank established under Vietnamese law. This Form is encouraged to be used, if another form that is used is not accordant with regulations such as lower value, shorter validity period as required in ITB Section 18.2, inaccurate Employer's name (beneficiary), non-original paper and invalid signature and accompanying of disadvantaged conditions to the Employer.

(2) The Bidder may have one of the following names:

- Name of the joint venture, for example A bidder and B bidder enter into a joint venture to make a bid, their name shall be ("A + B joint venture");

- Name of the Party in charge of the Bid Security for the joint venture or another Party in the joint venture, for example, A + B + C joint venture makes a bid, if their joint venture agreement assign A bidder to furnish Bid Security for the joint venture, the joint venture's name shall be, ("A bidder (on behalf of A + B + C joint venture)");

- Name of every joint venture Party separately furnishing the Bid Security.

(3) Insert as prescribed in Section 18.2 of the **BDS**.

(4) Insert the deadline date as prescribed in Section 21.1 of the **BDS**.

**PRICED ACTIVITY SCHEDULE***(To be applied to lump sum contract)*

<b>No</b>	<b>Service</b>	<b>Description of services</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit price</b>	<b>Total price (Col. 4*5*6)</b>
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	Forecasting service for solar farm, solar rooftop and wind plants for NSMO	Forecasted power output of solar farm, solar rooftop and wind plants and relating meteorological data	Month	24		M1
<b>Total Bid Price</b> <i>(carried forward to Letter of Bid, page No. ...)</i>						<b>M=M1</b>

**Legal representative of Bidder**  
*[full name, position, signature and seal]*

Notes:

Columns (1), (2), (3), (4), (5): Procuring Entity inserts in conformity with Chapter V Part 2 – **Technical Requirements**.

Columns (6), (7): quoted by the Bidder. The Bidder inserts unit price and amount of each activity. The Bid Price must include contingency costs during the performance of the services, but exclude taxes and duties arising in Vietnam.

## Form 06 (a)

## BIDDER INFORMATION

Date: \_\_\_\_\_

Package Name: \_\_\_\_\_

Name of the Bidder:
<i>In case of partnership, write the name of each member in the partnership</i>
Address of the Bidder for business registration:
Founded year:
Information about the legal representative of the Bidder: Name: _____ Address: _____ Telephone number/fax: _____ Email: _____
1. Attached is a copy of one of the following documents: Business registration certificate, establishment decision or equivalent document issued by the competent authority of the country where the Bidder is operating. 2. Organizational chart of the Bidder.

**BIDDER'S JV MEMBERS INFORMATION FORM <sup>(1)</sup>**

Date: \_\_\_\_\_

Number and name of procurement: \_\_\_\_\_

Bidder's name:
Bidder's JV Member's name:
Bidder's JV Member's country of registration:
Bidder's JV Member's year of establishment:
Bidder's JV Member's legal address in country of registration:
Bidder's JV Member's authorized representative information
Name: _____
Address: _____
Telephone/Fax numbers: _____
Email address: _____
1. Attached are copies of original documents of: enterprise registration certificate, establishment decision (or equivalent documents of constitution or association) issued by the competent authority of the country in which the Bidder is operating.
2. Organizational chart.

Notes:

(1) In case of joint venture, each JV' Party shall declare information using this Form.

**LIST OF COMPANIES IN CHARGE OF WORK ITEMS <sup>(1)</sup>**

No.	Name of subsidiary company, associate company <sup>(2)</sup>	Work performed in the procurement <sup>(3)</sup>	Proportion of value to bid price <sup>(4)</sup>	Notes
1				
2				
3				
4				
5				
...				

Notes:

(1) If the Bidder is a parent company (namely a corporation), it must declare specific tasks assigned to subsidiary companies, associate companies. The qualification of the Bidder shall be evaluated according to the value and volume of work performed by the parent company, subsidiary companies, associate companies and has been declared in the Bid. If the Bidder is not a parent company, this Form shall not be used.

(2) Insert name of the subsidiary companies, associate companies.

(3) Insert work performed by the subsidiary companies, associate companies.

(4) Insert proportion of value of work performed by the subsidiary companies, associate companies to the bid price.

**PREVIOUS CONTRACT NON-FULFILMENT RECORDS <sup>(1)</sup>**

Bidder's name: \_\_\_\_\_

Date: \_\_\_\_\_

JV's Party name (if any): \_\_\_\_\_

Previous contract non-fulfillment records prescribed in Section 2.1 of Chapter III - Evaluation and Qualification Criteria			
<input type="checkbox"/> No concluded contract without fulfillment from January 1, ___ [year] prescribed in criterion 1 in the Financial Qualification Criteria in Section 2 of Chapter III - Evaluation and Qualification Criteria.			
<input type="checkbox"/> At least one concluded contract without fulfillment from January 1, ___ [year] prescribed in criterion 1 in the Financial Qualification Criteria in Section 2 of Chapter III - Evaluation and Qualification Criteria.			
Year	Unfinished tasks in the contract	Description of contract	Total value of contract (current value, currency unit, exchange rate, equivalent value in VND)
		Description of contract Employer's name: Address: Reasons for contract non-fulfillment:	

Notes:

(1) The Bidder must declare accurately and truthfully history of unfinished contracts; any unfinished contract being not declared shall be considered "fraudulent" and rejected. Regarding joint venture, each JV' Party shall declare information using this Form.

**FINANCIAL SITUATION OF BIDDER <sup>(1)</sup>**

Bidder's name: \_\_\_\_\_

Date: \_\_\_\_\_

JV's Party name (if any) : \_\_\_\_\_

<b>Financial Data for last 3 years<sup>(2)</sup> [VND]</b>		
<b>Year 1:</b>	<b>Year 2:</b>	<b>Year 3:</b>

**Information from Balance Sheet**

<b>Total Assets</b>			
<b>Total Liabilities</b>			
<b>Net Worth</b>			
<b>Current Assets</b>			
<b>Current Liabilities</b>			
<b>Working Capital</b>			

**Information from Income Statement**

<b>Total Revenues</b>			
<b>Profits Before Taxes</b>			
<b>Profits After Taxes</b>			

Attached are copies of financial statements<sup>(3)</sup> (balance sheets including all related notes, and income statements) for last 3 years, as indicated above, complying with the following conditions:

1. All such documents reflect the financial situation of the Bidder or JV's Party, and not sister or parent companies.
2. Historic financial statements must be complete, including all notes to the financial statements as prescribed.
3. Historic financial statements must correspond to accounting periods already completed, attached are certified true copies of one of the following documents:
  - Inspection record of tax declaration;
  - Tax statement (VAT and enterprise income tax) whose time of submitting certified by tax authority;

- Documentary evidence on electronic tax declaration by the Bidder;
- Certification of tax liability issued by the tax authority (certifying amount paid in the whole year);
- Auditor's report (if any);
- Other documents;

Notes:

- (1) In case of joint venture, each JV' Party shall declare information using this Form.
- (2) The period of time above must correspond to the period of time prescribed in the Table of Evaluation and Qualification Criteria of Section 2 Chapter III - Evaluation and Qualification Criteria; if it is not 3 years, these column shall be modified appropriately.
- (3) Audited financial statement if the Bidder is subject to audit in compliance with the laws and regulations audit. If the Bidder is not subject to audit in compliance with the laws and regulations audit, no audited financial statement is required.

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**AVERAGE ANNUAL TURNOVER <sup>(1)</sup>**

Each Bidder or a JV's Party must fill in this form.

Information supplied should be the Annual Turnover from rendering of services of the Bidder or each JV's Party for work items in progress or completed according to amounts as specified in invoices issued to the Bidder or each JV's Party.

<b>Annual Turnover Data for the Last      Years</b>	
<b>Year</b>	<b>Amount (VND)</b>
<b>Average Annual Turnover of Bidder <sup>(3)</sup></b>	

Notes:

- (1) Regarding joint venture, each JV' Party must fill in this form.
- (2) The Employer shall insert the period of time prescribed in Table of Financial Qualification Criteria of Section 2 Chapter III - Evaluation and Qualification Criteria.
- (3) Average Annual Turnover shall be determined by dividing total turnover by number of years according the information supplied.

**FINANCIAL RESOURCES <sup>(1)</sup>**

*(If financial resources are not included in Bidding Documents, this form is not used)*

Specify proposed sources of financing, such as liquid assets<sup>(2)</sup>, credit limit and other financial means (other than advance payments of the contract), available to meet the financial resources requirements prescribed in Form No. 12 of this Chapter.

<b>Financial Resources of Bidder</b>		
<b>No.</b>	<b>Financing source</b>	<b>Amount (VND)</b>
1		
2		
3		
4		
5		
...		
<b>Total financial resources of Bidder</b>		

Notes:

(1) Every Bidder or JV's Party shall provide information about their financial resources, enclosed with documentary evidence.

Expected financial resources shall be determined by the following formula:

$$\text{NLTC} = \text{TNL} - \text{DTH}$$

Where:

- NLTC is the proposed sources of financing to perform the contract;
- TNL is total financial resources of the Bidder (specified in this form);
- DTH is total monthly financial resources required for contracts in progress (specified in Form No. 12 of this Chapter).

A Bidder shall be considered responsive to financial resources requirements if its mobilized proposed financial resources are no less than the value of financial resources required prescribed in Table of Financial Qualification Criteria of Section 2 of Chapter III - Evaluation and Qualification Criteria.

If the Bidder encloses a credit commitment issued by a credit institution lawfully operating in Vietnam in the Bid, which promises to lend to the commitment holder (the Bidder) to perform the considered package with minimum amount equivalent to the required value prescribed in Table of Financial Qualification Criteria of Section 2 Chapter III – Evaluation and Qualification Criteria during the contract duration, the Bidder shall be considered satisfying financial

requirements for the package and not required to declare information using this Form and Form No. 12 of this Chapter.

(2) Liquid assets mean cash and equivalent, short-term financial instruments, available-for-sale securities, marketable securities, trade receivables, short-term financial receivables and other assets that can easily be changed into cash within 1 year.

**MONTHLY FINANCIAL RESOURCES FOR CONTRACTS IN PROGRESS <sup>(1)</sup>***(If financial resources are not included in Bidding Documents, this form is not used)*

No.	Contract's name	Contact person of the Employer (address, telephone, fax numbers)	Finish date of contract	Number of remaining months of contract (A) <sup>(2)</sup>	Unpaid contract value, including taxes (B) <sup>(3)</sup>	Monthly financial resources required (B/A)
1						
2						
...						
<b>Total monthly financial resources required for contracts in progress (DTH)</b>						

Notes:

(1) Each Bidder or JV's Party shall provide information below to calculate all required financial resources, which is all value of: (i) current commitments of the Bidder (or each joint venture member) in all contracts being executed or to be executed; (ii) required financial resources of the considered contract by the Employer. In addition, the Bidder shall provide information about any other financial obligation likely substantially affecting the execution of the considered contract if the Bidder is awarded the contract.

(2) Number of remaining months of contract at 28 days prior to the deadline for submission of Bid.

(3) Unpaid value of contract at 28 days prior to the deadline for submission of Bid.

1 This Section applies to a package with services relating to Site. Delete if not applicable.

2 If the Bidding Document allows employment of special subcontractors, qualification criteria for subcontractors must be listed.

1 The Employer shall set appropriate requirements for personnel depending on scope and nature of the package and special law. Delete if not applicable (for example hygiene or packaging services, etc.). If applicable, the Employer shall list job positions, quantity, total years of experience, minimum experience in similar tasks as the basis for the Bid.

2 The Employer shall set appropriate requirements for essential equipment and quantity thereof depending on scope and nature of the package and special law. Delete if not applicable (for example hygiene or packaging services, etc.). If applicable, the Employer shall list type, characteristics, quantity of equipment as the basis for the Bid.

3 If applicable, delete Clause 3.2 Evaluation on Pass/Fail Criteria.

1 If applicable, delete Clause 3.1 Evaluation using Weighted Scoring Method.

2 If applicable, delete Clause 4.2 Evaluated price method.

## Form No. 13

**SIMILAR CONTRACTS PERFORMED BY BIDDER<sup>(1)</sup>**

[Location]\_\_\_\_,[date]\_\_\_\_

Bidder's name: \_\_\_\_\_ [insert name of the Bidder]

Required information of each contract:

Name and number	[complete name and number of the contract]	
Date of signing	[insert date]	
Finish date	[insert date]	
Contract Price	[insert total Contract price in contractual amount and currency]	Equivalent ___ USD
Regarding joint venture member, insert value of contract in charge	[insert rate of contract price in the total contract price]	[insert contractual amount and currency] Equivalent ___ USD
Project's name:	[insert complete name of the contract]	
Employer's name:	[insert complete name of the Employer of the contract]	
Address:	[complete name of the Employer]	
Phone number/fax:	[insert phone number, fax including, zip code, email address]	
Email:		
Description of similar characteristics prescribed in Section 2.1 of Chapter II <sup>(2)</sup>		
1. Type of Good	[suitable information]	
2. Value	[amount in USD]	
3. Scope	[scope of contract]	
4. Other characteristics	[insert other characteristics if necessary]	

The Bidder shall enclose photocopies of related documents on those contracts (which need to CERTIFIED that those contracts are completed in conformity with the above requirements, etc. by the Employer).

## Notes:

- (1) Regarding joint venture, each joint venture member shall declare information using this Form. The Bidder only declare information similar to the similar contracts has performed.
- (2) The Bidder only declare information similar to the procurement's requirements.
- (3) Contractor is not required to submit any contracts if they are confidential, but contractor can provide confirmation letters of contractor's customers about contracts.
- (4) The contract value is sum of fee for the service every year

### TABLE OF PROPOSED PERSONNEL FOR KEY POSITIONS

The Bidder shall declare key employees having qualifications satisfying requirements prescribed in Section 2.2 of Chapter II - Evaluation and Qualification Criteria and be ready to perform the procurement; no employee being in charge of another procurement with the same working time is declared in this Table. If the declaration is not truthful, the Bidder shall be considered fraudulent.

1.	Position [detailed position in the procurement in charge]
	Name: [insert name of key employee]
2.	Position [detailed position in the procurement in charge]
	Name: [insert name of key employee]
...	Position
	Name

Curriculum vitae of key employees for the positions mentioned above is required. Each curriculum vitae shall contain contact details, qualification, education and working experience of each key employee.

### RESUME OF KEY PERSONNEL

Expected position: \_\_\_\_\_

Bidder's name: \_\_\_\_\_

Expert's name: \_\_\_\_\_

Occupation: \_\_\_\_\_

Date of birth: \_\_\_\_\_

Member of professional body: \_\_\_\_\_

Working process:

Duration	Workplace	Reference information	Position
From...to....[month and year]	.....	(insert name, phone number, email of the referee to verify the information provided)	.....

The tasks expected to be assigned in the procurement:

The tasks expected to be assigned in the procurement:	State experience in performing the related tasks done before to prove the ability to perform the assigned tasks.
[Indicate the work items in the Form No. 09 that the expert is assigned to perform]	
...	

Capacities:

*[Detailed description of experience and training courses attended to meet assigned scope of work. The experience description should clearly state the tasks to be assigned specifically in each project and the name/address of the employer.]*

Educational level:

*[Indicate relevant qualifications, issuer, and length of study and degree type]*

---

Foreign language:

*[state language proficiency]*

---

Contact information:

*[Clearly state the name, phone number, e-mail of the contact person]*

---

I declare to the best of my knowledge that all the above particulars are correct, if false or untrue, I shall take responsibility before the law.

\_\_\_\_\_ [location], \_\_\_\_\_ [date]

**Made by**

*[Signature, position and full name]*

Notes:

- Each individual employee on the list stated in Form No. 14 must declare this Form.
- The Bidder scans the employment contract; copies of the diplomas and practice certificates of the above employees attached to the E-Bid.

**SCOPE OF TASKS PERFORMED BY SUBCONTRACTOR<sup>(1)</sup>**

No.	Name of subcontractor <sup>(2)</sup>	Scope of tasks <sup>(3)</sup>	Quantity of tasks <sup>(4)</sup>	Estimated rate (%) <sup>(5)</sup>	Contract or agreement concluded with subcontractor <sup>(6)</sup>
1					
2					
3					
4					
...					

## Notes:

- (1) This Form is used in case of employment of subcontractors.
- (2) The Bidder specifies names of subcontractors. In case names of subcontractors are not determined, this column may be left blank and only the column "Scope of tasks" is filled. Any subcontractor who is selected to perform the tasks shall be approved by the Employer.
- (3) The Bidder specifies names of work items performed by subcontractors.
- (4) The Bidder specifies quantities of work items performed by subcontractors.
- (4) The Bidder specifies ratio of tasks performed by the subcontractor to the bid price.
- (6) The Bidder specifies number of contracts or agreements, enclose with original copies or certified true photocopies of those documents.

**LIST OF SPECIAL SUBCONTRACTORS<sup>(1)</sup>**

The Bidder must provide documentary evidence satisfying Section 2.3 of Chapter III - Evaluation and Qualification Criteria.

No.	Names of special subcontractors <sup>(2)</sup>	Scope of tasks <sup>(3)</sup>	Quantity of tasks <sup>(4)</sup>	Estimated rate (%) <sup>(5)</sup>	Contract or agreement concluded with subcontractor <sup>(6)</sup>
1					
2					
3					
4					
...					

## Notes:

- (1) This Form is used in case of employment of subcontractors.
- (2) The Bidder specifies names of special subcontractors.

- (3) The Employer specifies names of work items performed by special subcontractors.
- (4) The Bidder specifies quantities of work items performed by special subcontractors.
- (5) The Bidder specifies ratio of tasks performed by the special subcontractor to the bid price.
- (6) The Bidder specifies number of contracts or agreements, enclose with original copies or certified true photocopies of those documents.

**SOLUTIONS AND GENERAL METHODS THAT APPROVED BY THE BIDDER FOR  
IMPLEMENTATION OF NON-CONSULTING SERVICES**

*The Bidder prepares a general proposal of solutions and methodologies to perform services according to the contents prescribed in Chapter V - Technical Requirements, Requirements on scope of provision, including the following sections:*

- 1. Solutions and methodologies;*
- 2. Work plan;*

## PART 2. TECHNICAL REQUIREMENTS

### Chapter V. TECHNICAL REQUIREMENTS

#### Section 1. Scope and delivery schedule

Scope and delivery schedule shall be included in the Request for Proposal by the Employer, and shall cover a description of the services to be supplied and the delivery schedule.

This Section shall provide sufficient information to enable the Bidder to prepare the Proposal effectively and accurately in terms of the Price Schedule, for which a form is provided in Chapter III – Forms.

#### 1.1. Scope of supply Services

The contract provides forecasting service for renewable energy site in Vietnam with below detail:

- Number of forecasting sites: The total number of sites for forecasting service is 500 sites. A site is a solar farm plant or a solar rooftop area or a wind plant.
- Updates in number of sites: During the contract period, the number of sites being forecasted can be changed within the range of 10% of the originally estimated number of 500. This updates will not result in any additional price for the contract and the maximum total number of sites after updates does not exceed 500 + 10% which is 550.
- Services period: 24 months.
- Required output results: Forecasted power generation output of sites and relating meteorological data.

The estimated number of sites through the contract as below:

No.	List of services	Unit	Estimated Quantity	Services period	Required output results	Notes
1	Forecasting service for solar and wind power plants for NSMO	Site	300	24 months	Forecasted power output of solar and wind power plants and relating meteorological data	This is the estimated number of renewable energy sources. Actual number will be confirmed.
2	Forecasting service for solar rooftop area	Site	200	24 months	Forecasted relating meteorological data of solar rooftop areas. Optional to provide forecasted power output	
	<b>Total</b>		<b>500</b>	<b>24 months</b>		

The total installed capacity is ~9000MW solar farm plants, ~ 10000MWAC rooftop solar and ~9000MW wind. Total contracted capacity is 28000MW.

## 1.2. Delivery Schedule

No.	List of services	Unit	Delivery Schedule	Place of supply
1	Forecasting service for solar and wind power plants for NSMO	Site	7 days after signing the contract	NSMO office (A Tower, EVN building, 11 Cua Bac Street, Ba Dinh Ward, Hanoi, Vietnam)
2	Forecasting service for solar rooftop area	Site	7 days after signing the contract	NSMO office (A Tower, EVN building, 11 Cua Bac Street, Ba Dinh Ward, Hanoi, Vietnam)

The Employer will provide data for contractor:

- Wind/solar farm coordinates (latitude & longitude). For rooftop, it can be the name of area that rooftop sites located.
- Technical configuration of wind/solar sites: turbine model, hub height, inverter (type, inverter count and connected panel count) and panel info (panel model, count, tilt and orientation).
- Start date of commercial operation for wind/solar sites.

For the improving the accuracy of the forecast, the Employer may provide additional following information (if available):

- Historical measurement data, power time series data, meteorological measurements.
- Near real time measurement data: Generation capacity of wind/solar farms.

The contractor undertakes to use data provided from NSMO only for this project and not for any commercial purposes.

## Section 2. Technical Criteria

### 2.1. General information about the project and the procurement

- Name of package: Provide generation forecast services for renewable energy sources in Vietnam – First forecasting source 2026-2028.
- Sources of Funds to perform the contract: Production Expense.
- Type of contract: Lump sum.
- Method of Bidder selection: single-stage and one – envelope bidding procedure;
- Contract duration: 24 months.

### 2.2. Technical Criteria solar sites

The forecasting details for solar farm and solar rooftop sites are summarized in below information:

- “Intra-day” forecasting shall contain generation power output schedule and meteorological

data at intervals of 15 minutes (times – block) for the next hours, and prepared for at least 288 times – blocks (equal to 72 hours ahead). Frequency of update every 15 minutes.

Contractor shall provide forecast of solar generation power output in MW in at least 288 blocks. For example, for a day, there are 96 revisions updated every 15 mins, as below:

<b>Revision No.</b>	<b>Revision time</b>	<b>Applicable Time Block</b>
R1	00:00 day D	00:00 day D – 00:00 day D+3
R2	00:15 day D	00:15 day D – 00:15 day D+3
R3	00:30 day D	00:30 day D – 00:30 day D+3
...	...	...
...	...	...
R95	23:30 day D	23:30 day D – 23:30 day D+3
R96	23:45 day D	23:45 day D – 23:45 day D+3

- “Day-ahead” forecasting shall contain generation power output schedule and meteorological data at intervals of 15 minutes (times – blocks) for the next 288 time-block (equal to 72 hours ahead. “Day-ahead” updated at least twice a day (8:00 AM and 1:00 PM). For example, at 8:00 AM day D and 1:00PM day D, contractor shall provide forecast for duration 0:00 to 23:45 day D+1, D+2, D+3.
- “Week-ahead” forecasting shall contain generation power output schedule and meteorological data at intervals of 15 minutes (times – blocks) for the next 1344 time-block (equal to 336 hours ahead, 14 days). “Week-ahead” updated once a day at 8:00 AM. For example, at 8:00 AM day D, Contractor shall provide forecast for duration 0:00 to 23:30 day D+1 to day D+14.
- For PV roof top, the regional meteorological data (required) and Gross production power (optional) of solar roof top areas will be forecasted.

The time in this bidding document is interpreted according to the time zone in Hanoi, Vietnam.

### **2.2.1 Forecast output parameters**

The forecast includes the following parameters:

- Forecasting generation power output and 10%, 90% probability values.
- Forecasting meteorological data:
  - + Global horizontal irradiance and 10%, 90% probability values.
  - + Air temperature at 2m.
  - + Wind speed at 2m.
  - + Relative humidity.

- For PV roof top, the forecasted meteorological data would be representative values for the given clustered areas.
- Actual meteorological data via satellite-based evaluation or equivalent including the parameters stated above. Contractor shall send data not later than 12 hours after operation day.
- Generation power ramping rate for aggregated areas.

### 2.3. Technical Criteria wind sites

The forecasting details are summarized in below information:

- “Intra-day” forecasting shall contain generation power output schedule and meteorological data at intervals of 15 minutes (times – block) for the next hours, and prepared for at least 288 times – blocks (equal to 72 hours ahead). Frequency of update every 15 minutes.

Contractor shall provide forecast of wind generation power output and meteorological data in MW in 288 blocks.

For example, for a day, there are 96 revisions updated every 15 mins, as below:

<b>Revision No.</b>	<b>Revision time</b>	<b>Applicable Time Block</b>
R1	00:00 day D	00:00 day D – 00:00 day D+3
R2	00:15 day D	00:15 day D – 00:15 day D+3
R3	00:30 day D	00:30 day D – 00:30 day D+3
...	...	...
...	...	...
R95	23:30 day D	23:30 day D – 23:30 day D+3
R96	23:45 day D	23:45 day D – 23:45 day D+3

- “Day-ahead” forecasting shall contain generation power output schedule and meteorological data at intervals of 15 minutes (times – blocks) for the next 288 time-block (equal to 72 hours ahead. “Day-ahead” updated at least twice a day (8:00 AM and 1:00 PM). For example, at 8:00 AM day D and 1:00PM day D, Contractor shall provide forecast for duration 0:00 to 23:45 day D+1, D+2, D+3.
- “Week-ahead” forecasting shall contain generation power output schedule and meteorological data at intervals of 15 minutes (times – blocks) for the next 1344 time-block (equal to 336 hours ahead. “Week-ahead” updated once a day at 8:00 AM. For example, at 8:00 AM day D, Contractor shall provide forecast for duration 0:00 to 23:30 day D+1 to day D+14.

The time in this bidding document is interpreted according to the time zone in Hanoi, Vietnam.

#### 2.3.1 Forecast output parameters

The forecast includes the following parameters:

- Generation power output and 10%, 90% probability values.
- Meteorological data at hub height
  - + Wind speed and 10%, 90% probability values,
  - + Wind direction,
  - + Relative humidity,
  - + Atmospheric pressure,
  - + Air temperature.
- Actual meteorological data via satellite-based evaluation or equivalent including the parameters stated above. Contractor shall send data not later than 12 hours after operation day.
- Generation power ramping rate for aggregated areas.

#### **2.4 Deliverables**

- Data outputs: CSV/JSON/XML data format.
- Data transfer: through API - Application Programming Interface or standard web service or secured FTP data delivery; Preferred API.
- Monitoring system and dashboard interface to present and supervise the actual production, forecast and calculations of forecast error for national, regional levels and all sites. The monitoring interface should be able to simultaneously display actual observation along with forecast data for the same historical periods.
- Accuracy forecast reports for monthly basis: including but not limited to this information: forecasted generation power value, actual generation power value, forecasting error for all period forecasted with error calculation method mentioned in SCC 23.1.
- The MAPE calculation for each site separately and, for intra-day, day-ahead and week ahead forecast type individually. For curtailed duration, MAPE is calculated for estimated potential MW value when curtailed data is provided by Employer.

#### **2.5 Maintenance and Support**

- During the Contract duration, Contractor shall provide to Employer, at no additional charge, the following maintenance and support services:
- Technical support: Contractor shall provide technical support as follow:
  - + Topic requested technical support from Contractor including but not limited to: Data delivery; Data format customization requests; Forecast accuracy issues: model setting corrections, technical parameters of power plants update, forecast methodology clarifications / consultations; Satellite based model for evaluation of historical power production; Numerical weather prediction (NWP) forecast enhancement; Short time horizon now-casting based on cloud motion vectors (CMV) derived from satellite imagery.
  - + Dedicated account manager and technical expert.
  - + Response time ranging from 1 hour to 1 day depending on level of urgency as technical support definition below.

- + Communication channels: telephone, email, messaging platform such as Viber/WhatsApp.

*(details on required levels of technical support specified in the part below)*

- Contractor shall provide to Employer actual meteorological data during the contract.
- For newly added sites, the status has to be updated within 2 business days after Employer sends data.
- When a site has update on MW capacity, the Employer would send updated master data to the Contractor, the Contractor would then update in less than 2 business days after Employer sends data.

### **Technical support definitions**

#### *Emergency support:*

- Situation: Forecasting system not delivering any forecasts at all (system failure);
- Time coverage: 0:00-24:00 (Hanoi time)
- Response time: < 1 hours
- Resolve time: As soon as possible. Within 1 hours after being informed of the situation, Contractor will inform Employer about the reason for the error and the plan to fix it. If the forecast data for the whole system is missing for 1 hour or more, an equivalent penalty would be applied by the Employer to the contract payment (clarified in SCC 18).
- Communication method: Via Telephone, email, messaging platforms

#### *Critical support:*

- Situation: System not delivering any forecasts for individual sites representing more than 2% of the total aggregated contracted capacity; Aggregate National forecast error > 700MW (Installed capacity for the largest generator in the system) for the previous 30 minutes period\*.

\* The average forecast error for the previous 30-minutes will be calculated by:

- + Taking the average value of 2 forecast values generated for the two 15-minute-period within the previous 30-minute-period, and compare to the average value of observation sent by the Employer for the considered period.
- + The forecast and observation values would be for national level (sum of forecast for all sites).
- Time coverage: during normal business hours (Contractor time)
- Response time: < 4 hours.
- Resolve time: ASAP. Contractor would have to provide report on reason of forecast error and proposed solution.
- Communication method: Via Telephone, email, messaging platforms.

#### *Standard support:*

- Situation: General forecast Interpretation, general question about forecast and quality, status meetings, general data issues, add new wind or solar farms, or changing parameters of existing
- Time coverage: during normal business hours (Contractor time)
- Response: same or next business day
- Resolve: Depending on situation but normally within 2-3 business days
- Communication method: Meeting will be setup to discuss and investigate issues and potential improvements of the system.

Definition of "Response time": Contractor will start investigating the request, and return with an answer and potential solution within the response time.

Definition of "Resolve time": Any emergency or critical issues should be resolved as fast as possible, and Contractor will continue to investigate and try to resolve any issues for the quickest possible resolution.

## **2.6. Documentation**

Complete documentation is required to support system setup, operation, and maintenance. The documentation shall at least include following:

- Procedures for system setup and use.
- Contractor shall supply the User's manual for the service. The User's manual shall describe all user commands, displays and reports generated by the service.
- All documentation shall be delivered in both electronic format (e.g. PDF, MS WORD, Hypertext, etc.) on CDs/DVDs/USB drive, and in hardcopy format. Sufficient on-line, documentation, such as help screens, user guidance messages, context-sensitive help information links, etc., shall be included with the system to minimize the need for users to consult the hardcopy documentation.

## **2.7. Other requirements**

Not applicable.

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

**Chapter VI. GENERAL CONDITIONS OF CONTRACT**

<p><b>1. Definitions</b> <b>Định nghĩa</b></p>	<p>In this contract, the following terms shall be construed as follows: <i>Trong hợp đồng này, các từ ngữ dưới đây được hiểu như sau:</i></p> <p>1.1. "Force majeure" means events or situations that are beyond the control of the parties and cannot be foreseen, cannot be avoided and are not caused by the negligence or lack of attention of the parties. Force majeure events may include but are not limited to war, riots, strikes, fires, floods, epidemics, quarantine and embargoes; <i>“Bất khả kháng” là những sự kiện hoặc tình huống nằm ngoài tầm kiểm soát của các bên và không thể lường trước, không thể tránh được mà nguyên nhân không phải do sơ suất hoặc thiếu chú ý của các bên. Sự kiện bất khả kháng có thể bao gồm nhưng không giới hạn bởi chiến tranh, bạo loạn, đình công, hỏa hoạn, lũ lụt, dịch bệnh, cách ly do kiểm dịch và cấm vận hàng hóa;</i></p> <p>1.2. "Party" means the Employer or the Contractor, as the case may be. <i>“Bên” là Chủ đầu tư hoặc Nhà thầu, tùy từng trường hợp.</i></p> <p>1.3. "Employer" means an organization specified in the SCC; <i>“Chủ đầu tư” là tổ chức được quy định tại ĐKCT;</i></p> <p>1.4. "Non-consultancy services" means one or several service activities including: logistics, insurance, advertising, commissioning, satellite photography; printing; cleaning; communication; repair, maintenance, maintenance and other service activities other than consultancy services specified in Clause 4, Article 4 of the Bidding Law; <i>“Dịch vụ phi tư vấn” là một hoặc một số hoạt động dịch vụ bao gồm: logistics, bảo hiểm, quảng cáo, nghiệm thu chạy thử, chụp ảnh vệ tinh; in ấn; vệ sinh; truyền thông; sửa chữa, bảo trì, bảo dưỡng và hoạt động dịch vụ khác không phải là dịch vụ tư vấn quy định tại khoản 4 Điều 4 của Luật Đấu thầu;</i></p> <p>1.5. "Service provision location" means the location specified in the SCC; <i>“Địa điểm cung cấp dịch vụ” là địa điểm được quy định tại ĐKCT;</i></p> <p>1.6. "Contract price" means the value inscribed in the contract between the Employer and the Contractor, which is the total amount of money inscribed in the contract for the provision of services. The contract price includes all costs of taxes, fees and charges (if any); <i>“Giá hợp đồng” là giá trị ghi trong hợp đồng giữa Chủ đầu tư và Nhà thầu, là tổng số tiền ghi trong hợp đồng cho việc cung cấp dịch vụ. Giá hợp đồng đã bao gồm tất cả các chi phí về thuế, phí, lệ phí (nếu có);</i></p> <p>1.7. "Completion" means the completion of the work contents by the Contractor in accordance with the terms and conditions specified in the Contract; <i>“Hoàn thành” là việc Nhà thầu hoàn tất các nội dung công việc theo các điều khoản và điều kiện quy định tại Hợp đồng;</i></p>
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	<p>1.8. "Contract" means an agreement between the Employer and the Contractor, expressed in writing, signed by the two parties, including appendices and enclosed documents;  <i>"Hợp đồng" là thỏa thuận giữa Chủ đầu tư và Nhà thầu, thể hiện bằng văn bản, được hai bên ký kết, bao gồm cả phụ lục và tài liệu kèm theo;</i></p> <p>1.9. "Year" means a calendar year;  <i>"Năm" là năm dương lịch;</i></p> <p>1.10. "Day" means a calendar day;  <i>"Ngày" là ngày dương lịch;</i></p> <p>1.11. "Contractor" means the winning Contractor (which may be an independent Contractor or a joint venture) and specified in the SCC;  <i>"Nhà thầu" là Nhà thầu trúng thầu (có thể là Nhà thầu độc lập hoặc liên danh) và được quy định tại ĐKCT;</i></p> <p>1.12. "Sub-contractor" means an organization or individual that signs a contract with a Contractor to participate in the performance of non-consultancy work;  <i>"Nhà thầu phụ" là tổ chức, cá nhân ký hợp đồng với Nhà thầu để tham gia thực hiện công việc phi tư vấn;</i></p> <p>1.13. "Contract Documents" means the documents listed in the Contract, including any amendments and supplements to the Contract;  <i>"Tài liệu Hợp đồng" là các tài liệu được liệt kê trong Hợp đồng, bao gồm bất kỳ 6 tháng bản sửa đổi, bổ sung nào của Hợp đồng;</i></p> <p>1.14. "Month" means the calendar month;  <i>"Tháng" là tháng dương lịch;</i></p> <p>1.15. "Contract performance period" is counted from the effective date of the contract until the parties have fulfilled their obligations under the signed contract.  <i>"Thời gian thực hiện hợp đồng" được tính từ ngày hợp đồng có hiệu lực cho đến khi các bên đã hoàn thành các nghĩa vụ theo hợp đồng đã ký.</i></p>
<p><b>2. Contract dossiers and order of priority</b>  <b>Hồ sơ hợp đồng và thứ tự ưu tiên</b></p>	<p>2.1. All documents mentioned in Section 2.2 GCC (including parts thereof) shall constitute the Contract to form a unity, reciprocity, complementarity and mutual interpretation.  <i>Tất cả các tài liệu nêu tại Mục 2.2 ĐKC (bao gồm cả các phần của tài liệu) sẽ cấu thành Hợp đồng để tạo thành thể thống nhất, có tính tương hỗ, bổ sung và giải thích cho nhau.</i></p> <p>2.2. The documents constituting the contract are arranged in the following order of priority:  <i>Các tài liệu cấu thành hợp đồng được sắp xếp theo thứ tự ưu tiên sau đây:</i></p> <p>a) The contract document, enclosed with the contract appendices;  <i>Văn bản Hợp đồng, kèm theo các phụ lục hợp đồng;</i></p> <p>b) The SCC of the contract shall be filled in with all contents and include the contents of correction, supplementation and clarification in the process of selecting the Contractor and finalizing the contract (if any);  <i>ĐKCT của hợp đồng được điền đầy đủ toàn bộ nội dung và bao gồm cả các nội dung hiệu chỉnh, bổ sung, làm rõ trong quá trình lựa chọn Nhà thầu, hoàn thiện hợp đồng (nếu có);</i></p>

	<p>c) A record of negotiation of the contract; <i>Biên bản thương thảo hợp đồng;</i></p> <p>d) GCC of the contract; <i>ĐKC của hợp đồng;</i></p> <p>e) The decision approving the Contractor selection result; <i>Quyết định phê duyệt kết quả lựa chọn Nhà thầu;</i></p> <p>f) Letter of approval for Bid proposal of the contract; <i>Thư chấp thuận HSDT và trao hợp đồng;</i></p> <p>g) Bid proposal and documents clarifying the Bid proposal of the Contractor (if any); <i>HSDT và các văn bản làm rõ HSDT của Nhà thầu (nếu có);</i></p> <p>h) Bidding documents and amending and clarifying documents of Bidding documents (if any); <i>E-HSMT và các tài liệu sửa đổi, làm rõ HSMT (nếu có);</i></p> <p>i) Other documents specified in the SCC. <i>Các tài liệu khác quy định tại ĐKCT.</i></p> <p>2.3. Contract documents are part of the contract dossier specified in Article 65 of the Bidding Law and are digitally signed by the parties to form a contract, including: <i>Tài liệu hợp đồng là một phần của hồ sơ hợp đồng quy định tại Điều 65 của Luật Đấu thầu và được các bên ký để tạo thành hợp đồng bao gồm:</i></p> <p>a) The written contract; <i>Văn bản hợp đồng;</i></p> <p>b) The specific conditions of the contract are filled in in full and include the contents of correction, supplementation and clarification during the Contractor selection process; <i>Điều kiện cụ thể của hợp đồng được điền đầy đủ toàn bộ nội dung và bao gồm cả các nội dung hiệu chỉnh, bổ sung, làm rõ trong quá trình lựa chọn Nhà thầu;</i></p> <p>c) The contract appendix includes a detailed list of the scope of work, price schedule and implementation schedule (if any); <i>Phụ lục hợp đồng gồm danh mục chi tiết về phạm vi công việc, biểu giá, tiến độ thực hiện (nếu có);</i></p> <p>d) Other documents (if any). <i>Tài liệu khác (nếu có).</i></p>
<p><b>3. Law and language</b> <i>Luật và ngôn ngữ</i></p>	<p>3.1. The law governing contracts is the law of Vietnam; <i>Luật điều chỉnh hợp đồng là luật Việt Nam;</i></p> <p>3.2. The language of the contract is bilingual English - Vietnamese. In the event of any inconsistency or contradiction between the English and Vietnamese versions of the contract, the English language version shall prevail. <i>Ngôn ngữ của hợp đồng là song ngữ Anh - Việt. Trong trường hợp có sự không thống nhất, sẽ ưu tiên sử dụng bản tiếng Anh.</i></p>
<p><b>4. Notices</b> <i>Thông báo</i></p>	<p>4.1. Any notice sent by one party to the other party in relation to the contract must be made in writing, at the address specified in the SCC. The</p>

	<p>term "in writing" means the form of communicating information in written form and with evidence of receipt of information.</p> <p><i>Bất cứ thông báo nào của một bên gửi cho bên kia liên quan đến hợp đồng phải được thể hiện bằng văn bản, theo địa chỉ quy định tại ĐKCT. Thuật ngữ "bằng văn bản" có nghĩa là hình thức truyền đạt thông tin dưới dạng viết và có bằng chứng về việc tiếp nhận thông tin.</i></p> <p>4.2. A notice by one party shall be deemed to be effective from the date of receipt by the other party or by the effective date stated in the notice, whichever is later.</p> <p><i>Thông báo của một bên sẽ được coi là có hiệu lực kể từ ngày bên kia nhận được hoặc theo ngày hiệu lực nêu trong thông báo, tùy theo ngày nào đến muộn hơn.</i></p>
<p><b>5. Contract performance assurance</b> <i>Bảo đảm thực hiện hợp đồng</i></p>	<p>5.1. The Contractor shall, before the deadline specified in the notification of contract award, provide a performance security for the Employer.</p> <p><i>Nhà thầu phải cung cấp bảo lãnh thực hiện hợp đồng cho Chủ đầu tư trước thời hạn được quy định trong thông báo trao thầu.</i></p> <p>5.2. To ensure the performance of the valid and effective contract specified in the SCC.</p> <p><i>Bảo đảm thực hiện hợp đồng có giá trị và hiệu lực quy định tại ĐKCT.</i></p> <p>5.3. The contract performance security shall be paid to the Employer to compensate for any losses incurred as a result of the Contractor's failure to fulfill the contractual obligations.</p> <p><i>Bảo đảm thực hiện hợp đồng sẽ được trả cho Chủ đầu tư để bồi thường cho bất kỳ 6 tháng tổn thất nào phát sinh do Nhà thầu không hoàn thành các nghĩa vụ hợp đồng.</i></p> <p>5.4. The time limit for reimbursement of contract performance security shall comply with the provisions of SCC.</p> <p><i>Thời hạn hoàn trả bảo đảm thực hiện hợp đồng theo quy định tại ĐKCT.</i></p>
<p><b>6. Signing of subcontracting contracts</b> <i>Ký hợp đồng thầu phụ</i></p>	<p>6.1. Contractors may sign contracts with subcontractors on the list of subcontractors specified in the SCC to perform part of the work specified in the Bid. The use of subcontractors shall not alter the obligations of the Contractor. The Contractor shall be responsible to the Employer for the volume, quality, progress and other obligations for the part of work performed by the subContractor. The replacement or supplementation of subcontractors in the list of subcontractors stated in the Bid or the change of subcontractors specified in the Bid shall only be carried out when approved by the Employer or supervision consultant and must not exceed the maximum value of work for the subContractor stated in the contract; The use of subcontractors must be suitable to the needs of Contractors in the performance of contracts, subcontractors must meet the capacity and experience at the request of Contractors.</p> <p><i>Nhà thầu được ký kết hợp đồng với các Nhà thầu phụ trong danh sách các Nhà thầu phụ quy định tại ĐKCT để thực hiện một phần công việc nêu trong HSDT. Việc sử dụng Nhà thầu phụ sẽ không làm thay đổi các nghĩa vụ của Nhà thầu. Nhà thầu phải chịu trách nhiệm trước Chủ đầu tư về khối lượng, chất lượng, tiến độ và các nghĩa vụ khác đối với phần việc do Nhà thầu phụ thực hiện. Việc thay thế, bổ sung Nhà thầu phụ trong danh</i></p>

	<p>sách các Nhà thầu phụ nêu trong HSDT hoặc thay đổi nội dung thầu phụ nêu trong HSDT chỉ được thực hiện khi được Chủ đầu tư, tư vấn giám sát chấp thuận và không vượt mức tối đa giá trị công việc dành cho Nhà thầu phụ nêu trong hợp đồng; việc sử dụng Nhà thầu phụ phải phù hợp với nhu cầu của Nhà thầu trong thực hiện hợp đồng, Nhà thầu phụ phải đáp ứng về năng lực, kinh nghiệm theo yêu cầu của Nhà thầu.</p> <p>6.2. The value of the work performed by the subcontractors specified in Section 6.1 of the SCC must not exceed the percentage of the contract price specified in the SCC.</p> <p><i>Giá trị công việc mà các Nhà thầu phụ quy định tại Mục 6.1 ĐKC thực hiện không được vượt quá tỷ lệ phần trăm theo giá hợp đồng quy định tại ĐKCT.</i></p> <p>6.3. The Contractor shall have to pay the subContractor in full and on time according to the terms agreed upon between the Contractor and the subContractor. Contractors are not allowed to use subcontractors for jobs other than the work of declaring the use of subcontractors stated in the Bid.</p> <p><i>Nhà thầu có trách nhiệm thanh toán đầy đủ và đúng hạn cho Nhà thầu phụ theo các điều khoản thỏa thuận giữa Nhà thầu và Nhà thầu phụ. Nhà thầu không được sử dụng Nhà thầu phụ cho các công việc khác ngoài công việc kê khai sử dụng Nhà thầu phụ nêu trong HSDT.</i></p> <p>6.4. Other requirements for subcontractors specified in the SCC.</p> <p><i>Yêu cầu khác về Nhà thầu phụ quy định tại ĐKCT.</i></p>
<p><b>7. Scope of Supply</b> <i>Phạm vi cung cấp</i></p>	<p>Non-consultancy services shall be provided in accordance with the provisions of Chapter IV attached to the Addendum and are an integral part of this contract, including the types of services that the Contractor must provide and the unit prices of such services.</p> <p><i>Dịch vụ phi tư vấn sẽ được cung cấp theo quy định tại Chương IV được đính kèm thành Phụ lục và là một bộ phận không tách rời của hợp đồng này, bao gồm các loại dịch vụ mà Nhà thầu phải cung cấp và đơn giá của các loại dịch vụ đó.</i></p>
<p><b>8. Progress of non-consultancy service provision</b> <i>Tiến độ cung cấp dịch vụ phi tư vấn</i></p>	<p>The schedule of non-consultancy service provision and the estimated time for completion must comply with the provisions of Form No. 10A or Form No. 10B or Form No. 10C or Form No. 10D Chapter IV.</p> <p><i>Tiến độ cung cấp dịch vụ phi tư vấn và thời gian dự kiến hoàn thành phải được thực hiện theo quy định tại Mẫu số 10A hoặc Mẫu số 10B hoặc Mẫu số 10C hoặc Mẫu số 10D Chương IV.</i></p>
<p><b>9. Responsibilities of the Contractor</b> <i>Trách nhiệm của Nhà thầu</i></p>	<p>The Contractor must provide non-consultancy services within the scope of provision specified in Section 7 GCC and according to the schedule of provision of non-consultancy services and the completion schedule specified in Section 8 GCC.</p> <p><i>Nhà thầu phải cung cấp dịch vụ phi tư vấn trong phạm vi cung cấp quy định tại Mục 7 ĐKC và theo tiến độ cung cấp dịch vụ phi tư vấn và lịch hoàn thành quy định tại Mục 8 ĐKC.</i></p>

<p><b>10. Contract type and contract price</b> <i>Loại hợp đồng và giá hợp đồng</i></p>	<p>10.1. Types of contracts as prescribed in SCC. <i>Loại hợp đồng theo quy định tại ĐKCT.</i></p> <p>10.2. The contract price stated in the SCC is the total cost for the completion of the provision of non-consultancy services of the bidding package stated in the contract price list on the basis of ensuring progress and quality in accordance with the requirements of the bidding package. <i>Giá hợp đồng được ghi tại ĐKCT là toàn bộ chi phí để thực hiện hoàn thành việc cung cấp dịch vụ phi tư vấn của gói thầu nêu trong Bảng giá hợp đồng trên cơ sở bảo đảm tiến độ, chất lượng theo đúng yêu cầu của gói thầu.</i></p>
<p><b>11. Tax adjustment</b> <i>Điều chỉnh thuế</i></p>	<p>The tax adjustment shall comply with the provisions of the SCC. <i>Việc điều chỉnh thuế thực hiện theo quy định tại ĐKCT.</i></p>
<p><b>12. Advance</b> <i>Tạm ứng</i></p>	<p>12.1. The Employer shall grant the Contractor an advance amount as prescribed in SCC, after the Contractor submits the Advance Guarantee equivalent to the advance amount. The advance guarantee must be issued by a domestic credit institution or foreign bank branch established under Vietnamese law and valid until the advance amount is fully repaid; The value of the advance guarantee will be gradually reduced according to the amount of advance refunded by the Contractor. No interest is charged on the advance payment. <i>Chủ đầu tư phải cấp cho Nhà thầu khoản tiền tạm ứng theo quy định tại ĐKCT, sau khi Nhà thầu nộp Bảo lãnh tạm ứng tương đương với khoản tiền tạm ứng. Bảo lãnh tạm ứng phải được phát hành bởi một tổ chức tín dụng trong nước hoặc chi nhánh ngân hàng nước ngoài được thành lập theo pháp luật Việt Nam và có hiệu lực cho đến khi hoàn trả hết khoản tiền tạm ứng; giá trị của bảo lãnh tạm ứng sẽ được giảm dần theo số tiền tạm ứng mà Nhà thầu hoàn trả. Không tính lãi đối với tiền tạm ứng.</i></p> <p>12.2. The Contractor may only use the advance money for the performance of the Contract. The Contractor must prove that the advance payment has been used for the right purpose and to the right object by submitting copies of invoices or relevant documents to the Employer. <i>Nhà thầu chỉ được sử dụng tiền tạm ứng cho việc thực hiện Hợp đồng. Nhà thầu phải chứng minh rằng khoản tiền tạm ứng đã được sử dụng đúng mục đích, đúng đối tượng bằng cách nộp bản sao các hóa đơn chứng từ hoặc tài liệu liên quan cho Chủ đầu tư.</i></p>
<p><b>13. Payment</b> <i>Thanh toán</i></p>	<p>13.1. The Contractor's request for payment must be sent to the Employer in writing, enclosed with an invoice describing the services performed upon the fulfillment of all other obligations specified in the contract. The payment shall comply with the provisions of the SCC. In case the Employer pays late, the Contractor will be paid interest on the late payment amount on the next payment. The late payment interest rate is calculated from the date that should have been paid until the actual payment date and the applicable interest rate is the current interest rate for commercial loans in VND. <i>Yêu cầu thanh toán của Nhà thầu phải được gửi cho Chủ đầu tư bằng văn bản, kèm theo hóa đơn mô tả dịch vụ đã thực hiện khi đã hoàn thành tất</i></p>

	<p><i>cả các nghĩa vụ khác quy định trong hợp đồng. Việc thanh toán thực hiện theo quy định tại ĐKCT. Trường hợp Chủ đầu tư thanh toán chậm, Nhà thầu sẽ được trả lãi trên số tiền thanh toán chậm vào lần thanh toán kế tiếp. Lãi suất thanh toán chậm được tính từ ngày mà lẽ ra phải thanh toán cho đến ngày thanh toán thực tế và mức lãi suất áp dụng là mức lãi suất hiện hành đối với các khoản vay thương mại bằng VND.</i></p> <p>13.2. The deduction of payment on the basis of service quality shall comply with the provisions of the SCC.</p> <p><i>Việc giảm trừ thanh toán trên cơ sở chất lượng dịch vụ thực hiện theo quy định tại ĐKCT.</i></p> <p>13.3. The payment currency is: USD or EUR or VND.</p> <p><i>Đồng tiền thanh toán là: USD hoặc EUR hoặc VND.</i></p>
<p><b>14. Use of documents and information related to the contract</b></p> <p><i>Sử dụng các tài liệu và thông tin liên quan đến hợp đồng</i></p>	<p>14.1. The Employer and the Contractor shall keep confidential any documents, data or other information relating to the contract provided by one party directly or indirectly to the other, and shall not disclose such documents, data or information to third parties without the written consent of the other party whether the documents, data or information is provided before, during, or after the completion or termination of the contract. The Contractor may transfer to the subContractor appropriate documents, data and information provided by the Employer for the subContractor to perform its work under the contract; in this case, the subContractor must make a commitment to the Contractor on the confidentiality of documents, data or information.</p> <p><i>Chủ đầu tư và Nhà thầu phải bảo mật bất kỳ 6 tháng tài liệu, dữ liệu hoặc thông tin nào khác liên quan đến hợp đồng do một bên cung cấp trực tiếp hoặc gián tiếp cho bên kia, không được tiết lộ tài liệu, dữ liệu hoặc thông tin đó cho bên thứ ba nếu không có văn bản đồng ý của bên kia cho dù tài liệu, dữ liệu hoặc thông tin đó được cung cấp trước, trong hoặc sau khi hoàn thành hoặc chấm dứt hợp đồng. Nhà thầu có thể chuyển cho Nhà thầu phụ các tài liệu, dữ liệu và thông tin phù hợp do Chủ đầu tư cung cấp để Nhà thầu phụ thực hiện công việc của mình theo hợp đồng; trong trường hợp này, Nhà thầu phụ phải có cam kết với Nhà thầu về việc bảo mật các tài liệu, dữ liệu hoặc thông tin đó.</i></p> <p>14.2. The Employer shall not use the documents, data and other information received from the Contractor for any other purpose unrelated to the Contract. The Contractor shall not use the documents, data and other information received from the Employer for any purpose other than related to the performance of the contract.</p> <p><i>Chủ đầu tư không được sử dụng các tài liệu, dữ liệu và thông tin khác nhận được từ Nhà thầu cho bất kỳ 6 tháng mục đích nào khác không liên quan đến hợp đồng. Nhà thầu không được sử dụng các tài liệu, dữ liệu và thông tin khác nhận được từ Chủ đầu tư cho bất kỳ 6 tháng mục đích nào khác không liên quan đến việc thực hiện hợp đồng.</i></p> <p>14.3. The obligations of the Employer and the Contractor specified in Section 14.1 GCC and Section 14.2 GCC do not apply to the following information:</p> <p><i>Nghĩa vụ của Chủ đầu tư và Nhà thầu quy định tại Mục 14.1 ĐKC và Mục 14.2 ĐKC không áp dụng đối với các thông tin sau đây:</i></p> <p>a) Information that the Employer or Contractor needs to provide to the</p>

	<p>competent authority;  <i>Thông tin mà Chủ đầu tư hoặc Nhà thầu cần cung cấp cho cấp có thẩm quyền;</i></p> <p>b) The information has been or will be published through no fault of the Employer or the Contractor;  <i>Thông tin đã hoặc sẽ được công bố mà không phải do lỗi của Chủ đầu tư hoặc Nhà thầu;</i></p> <p>c) The information is in the possession of one party at the time of publication and was not previously provided directly or indirectly by the other party;  <i>Thông tin thuộc sở hữu của một bên vào thời điểm công bố và trước đó không phải do bên kia cung cấp trực tiếp hoặc gián tiếp;</i></p> <p>d) Information that a party lawfully receives from a third party that is not obliged to keep the information confidential.  <i>Thông tin mà một bên nhận được một cách hợp pháp từ một bên thứ ba không có nghĩa vụ bảo mật thông tin.</i></p> <p>14.4. The provisions of Section 14 GCC do not alter any confidentiality commitments made by a party prior to the date of signing the contract in relation to the provision of services.  <i>Các quy định tại Mục 14 ĐKC không làm thay đổi bất kỳ 6 tháng cam kết bảo mật nào do một bên đưa ra trước ngày ký hợp đồng liên quan đến việc cung cấp dịch vụ.</i></p> <p>14.5. The provisions of Section 14 GCC shall survive the completion or termination of the contract for any reason.  <i>Các quy định tại Mục 14 ĐKC tiếp tục có hiệu lực sau khi hoàn thành hoặc chấm dứt hợp đồng vì bất cứ lý do gì.</i></p>
<p><b>15. Fines and compensation for damages</b>  <b>Phạt và bồi thường thiệt hại</b></p>	<p>Penalties for breach of contract and compensation for damage as prescribed in the SCC.  <i>Phạt vi phạm hợp đồng và bồi thường thiệt hại theo quy định tại ĐKCT.</i></p>
<p><b>16. Force Majeure</b>  <b>Bất khả kháng</b></p>	<p>16.1. The Contractor shall not be confiscated from the contract performance guarantee, shall not be liable for compensation for damages or shall be fined or terminated if it falls into force majeure events that hinder the performance of the contract or is unable to perform its contractual obligations.  <i>Nhà thầu không bị tịch thu bảo lãnh thực hiện hợp đồng, không phải chịu trách nhiệm bồi thường thiệt hại hay bị phạt hoặc bị chấm dứt hợp đồng nếu rơi vào các sự kiện bất khả kháng gây cản trở tiến độ thực hiện hợp đồng hoặc không thể thực hiện nghĩa vụ hợp đồng.</i></p> <p>16.2. In the event of a force majeure event, the failure of a party to perform any of its obligations shall not be deemed to be a breach or breach of the Agreement, provided that the party affected by the event: (a) has taken reasonable precautions, exercise caution and such remedies as may be necessary, all for the purpose of giving effect to the terms and conditions of this Agreement, and (b) shall continue to perform its obligations within the scope of the Contract for as long as such</p>

performance is reasonable and practicable.

*Khi xảy ra sự việc bất khả kháng, việc một bên không thực hiện được bất kỳ 6 tháng một nghĩa vụ nào của mình sẽ không bị coi là vi phạm hay phá vỡ Hợp đồng, với điều kiện bên bị ảnh hưởng bởi sự việc này: (a) đã tiến hành những biện pháp ngăn ngừa hợp lý, cân trọng và các biện pháp thay thế cần thiết, tất cả với mục đích thực hiện được những điều khoản và điều kiện của Hợp đồng này, và (b) phải tiếp tục thực hiện các nghĩa vụ của mình trong phạm vi Hợp đồng chừng nào việc thực hiện này còn hợp lý và thực tế.*

16.3. In this contract, force majeure is understood as events that are beyond the control of the parties and cannot be foreseen, cannot be avoided and make the performance of the contract impossible and is not caused by negligence or negligence of the parties. Force majeure events may include but are not limited to war, riots, strikes, fires, floods, epidemics, quarantine or State policies and regulations.

*Trong hợp đồng này, bất khả kháng được hiểu là các sự kiện nằm ngoài tầm kiểm soát của các bên và không thể lường trước, không thể tránh được và khiến cho việc thực hiện hợp đồng là không khả thi mà nguyên nhân không phải do sơ suất hoặc thiếu chú ý của các bên. Sự kiện bất khả kháng có thể bao gồm nhưng không giới hạn bởi chiến tranh, bạo loạn, đình công, hỏa hoạn, lũ lụt, dịch bệnh, cách ly do kiểm dịch hoặc các chính sách, quy định của Nhà nước.*

16.4. In the event of a force majeure event, the party affected by the force majeure event must promptly notify the other party in writing of such event and the cause of the event within 14 days from the date of occurrence of the force majeure event. At the same time, transfer to the other party a certificate of such force majeure event issued by a competent organization at the place where the force majeure event occurred.

The Contractor affected by the force majeure event must continue to perform its contractual obligations according to the actual circumstances and must find all reasonable measures to limit the consequences of the force majeure event.

*Khi xảy ra sự kiện bất khả kháng, bên bị ảnh hưởng bởi sự kiện bất khả kháng phải kịp thời thông báo bằng văn bản cho bên kia về sự kiện đó và nguyên nhân gây ra sự kiện trong vòng 14 ngày kể từ ngày xảy ra sự kiện bất khả kháng. Đồng thời, chuyển cho bên kia giấy xác nhận về sự kiện bất khả kháng đó được cấp bởi một tổ chức có thẩm quyền tại nơi xảy ra sự kiện bất khả kháng.*

*Nhà thầu bị ảnh hưởng bởi sự kiện bất khả kháng phải tiếp tục thực hiện các nghĩa vụ hợp đồng theo hoàn cảnh thực tế cho phép và phải tìm mọi biện pháp hợp lý để hạn chế hậu quả của sự việc bất khả kháng.*

16.5. The time limit for which a party must complete a work under this Contract shall be extended for a period equal to the time during which the party is unable to perform the work caused by a force majeure event.

*Thời hạn mà một bên phải hoàn thành một công việc theo Hợp đồng này được gia hạn thêm một khoảng thời gian bằng đúng thời gian bên đó không thể thực hiện được công việc do sự kiện bất khả kháng gây ra.*

<p><b>17.</b> <b>Modification of the contract</b> <b>Sửa đổi hợp đồng</b></p>	<p>17.1 Amendments to the contract may be made in the following cases: <i>Việc sửa đổi hợp đồng có thể được thực hiện trong các trường hợp sau:</i></p> <p>a) Supplementing necessary work items outside the scope of work specified in the contract; <i>Bổ sung hạng mục công việc cần thiết ngoài phạm vi công việc quy định trong hợp đồng;</i></p> <p>b) Changing the contract performance time; <i>Thay đổi thời gian thực hiện hợp đồng;</i></p> <p>c) Other contents specified in the SCC. <i>Các nội dung khác quy định tại ĐKCT.</i></p> <p>17.2. The Employer and the Contractor shall conduct negotiations to serve as a basis for signing the contract amendment document in case of contract amendment. <i>Chủ đầu tư và Nhà thầu sẽ tiến hành thương thảo để làm cơ sở ký kết văn bản sửa đổi hợp đồng trong trường hợp sửa đổi hợp đồng.</i></p> <p>17.3. During the performance of the contract, the Contractor may propose cost-saving solutions including at least the following contents: <i>Trong thời gian thực hiện hợp đồng, Nhà thầu có thể đề xuất giải pháp tiết kiệm chi phí bao gồm ít nhất các nội dung sau đây:</i></p> <p>a) Contents of the solution, explanation of differences from the requirements under the signed contract. <i>Nội dung giải pháp, giải thích sự khác biệt so với các yêu cầu theo hợp đồng đã ký kết.</i></p> <p>b) A comprehensive analysis of the costs and benefits of the solution including a description and estimate of the costs (including life cycle costs, if any) that may be incurred for the Employer. <i>Phân tích toàn diện chi phí và lợi ích của giải pháp bao gồm mô tả và ước tính các chi phí (bao gồm cả chi phí vòng đời, nếu có) có thể phát sinh cho Chủ đầu tư.</i></p> <p>c) Impact of the solution on the efficiency of contract performance. <i>Tác động của giải pháp đối với hiệu quả thực hiện hợp đồng.</i></p> <p>17.4. The Employer may approve the Contractor's proposal if it proves one of the following benefits: <i>Chủ đầu tư có thể chấp thuận đề xuất của Nhà thầu nếu đề xuất này chứng minh được một trong các lợi ích dưới đây:</i></p> <p>a) Shortening the service duration; <i>Rút ngắn thời gian thực hiện dịch vụ;</i></p> <p>b) Reducing the contract price or life-cycle costs for the Employer; <i>Giảm giá hợp đồng hoặc chi phí vòng đời cho Chủ đầu tư;</i></p> <p>c) Improve the quality, efficiency, safety or sustainability of services; <i>Nâng cao chất lượng, hiệu quả, an toàn hoặc tính bền vững của dịch vụ;</i></p> <p>d) Any other benefits to the Employer. <i>Bất kỳ 6 tháng lợi ích nào khác cho Chủ đầu tư.</i></p> <p>In case the Contractor's proposal is approved by the Employer and the contract price is reduced, the Employer shall pay the Contractor at the rate</p>
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	<p>specified in SCC for the contract price reduction value.</p> <p>In case the Contractor's proposal is approved by the Employer and increases the contract price but reduces the life-cycle cost due to the impact of the factors specified at Points a, b, c and d of this Section, the Employer shall pay the Contractor the increase in the contract price.</p> <p><i>Trường hợp đề xuất của Nhà thầu được Chủ đầu tư chấp thuận và làm giảm giá hợp đồng, Chủ đầu tư thanh toán cho Nhà thầu theo tỷ lệ quy định tại ĐKCT đối với phần giá trị giảm giá hợp đồng.</i></p> <p><i>Trường hợp đề xuất của Nhà thầu được Chủ đầu tư chấp thuận và làm tăng giá hợp đồng nhưng giảm chi phí vòng đời do tác động của các yếu tố quy định tại các điểm a, b, c và d Mục này, Chủ đầu tư thanh toán cho Nhà thầu theo phần giá trị tăng giá hợp đồng.</i></p>
<p><b>18.</b> <b>Adjustment of contract performance schedule</b> <b>Điều chỉnh tiến độ thực hiện hợp đồng</b></p>	<p>In the course of performance of the contract, the parties may adjust the timelines for the completion of the specific contents specified in the contract in the following cases:</p> <p><i>Trong quá trình thực hiện hợp đồng, các bên được điều chỉnh các mốc thời gian hoàn thành các nội dung quy định cụ thể trong hợp đồng trong các trường hợp sau đây:</i></p> <p>a) In case of force majeure or arising unfavorable conditions, obstructing the Contractor in the performance of the contract and not related to the breach or negligence of the contracting parties;</p> <p><i>Trường hợp bất khả kháng hoặc phát sinh các điều kiện bất lợi, cản trở Nhà thầu trong việc thực hiện hợp đồng và không liên quan đến vi phạm hoặc sơ suất của các bên tham gia hợp đồng;</i></p> <p>b) Changing or adjusting the project, scope of work, scope of supply, design, main construction solutions, supply measures due to objective requirements, affecting the contract schedule;</p> <p><i>Thay đổi, điều chỉnh dự án, phạm vi công việc, phạm vi cung cấp, thiết kế, giải pháp thi công chủ đạo, biện pháp cung cấp do yêu cầu khách quan làm ảnh hưởng đến tiến độ hợp đồng;</i></p> <p>c) One or more parties propose initiatives or improvements in contract performance that need to change the schedule for the purpose of bringing higher benefits to the Employer;</p> <p><i>Một hoặc các bên đề xuất sáng kiến, cải tiến thực hiện hợp đồng mà cần thay đổi tiến độ nhằm mục đích mang lại lợi ích cao hơn cho Chủ đầu tư;</i></p> <p>d) The handover of the site is not in accordance with the agreement in the contract, the contract is suspended due to the fault of the Employer, affecting the contract schedule but not due to the Contractor's fault;</p> <p><i>Việc bàn giao mặt bằng không đúng với thỏa thuận trong hợp đồng, tạm dừng hợp đồng do lỗi của Chủ đầu tư ảnh hưởng đến tiến độ hợp đồng mà không do lỗi của nhà thầu;</i></p> <p>e) Temporarily suspend the performance of work at the request of a competent state agency without any fault of the Employer or Contractor;</p> <p><i>Tạm dừng thực hiện công việc theo yêu cầu của cơ quan nhà nước có thẩm quyền mà không do lỗi của Chủ đầu tư, Nhà thầu;</i></p> <p>f) Other cases specified in the SCC.</p>

	<p><i>Các trường hợp khác quy định tại ĐKCT.</i></p> <p>When adjusting the completion timelines without exceeding the contract performance time, the Employer and the Contractor shall reach an agreement and agree on the adjustment; in case of excess, the Employer and the Contractor may only agree on the adjustment after obtaining permission from the competent person.</p> <p><i>Khi điều chỉnh các mốc thời gian hoàn thành mà không vượt thời gian thực hiện hợp đồng thì Chủ đầu tư và Nhà thầu thỏa thuận, thống nhất việc điều chỉnh; trường hợp vượt thì Chủ đầu tư và Nhà thầu chỉ được thỏa thuận, thống nhất việc điều chỉnh sau khi được người có thẩm quyền cho phép.</i></p>
<p><b>19.</b> <b>Termination</b> <b>Chấm dứt hợp đồng</b></p>	<p>19.1. Termination of Contract due to Misconduct</p> <p><i>Chấm dứt hợp đồng do sai phạm</i></p> <p>a) The Employer may terminate part or the whole of the contract without prejudice to other remedial measures for breach of contract by notifying the Contractor in writing of the breach in the contract in the following cases:</p> <p><i>Chủ đầu tư có thể chấm dứt một phần hoặc toàn bộ hợp đồng mà không gây tổn hại đến các biện pháp khắc phục vi phạm hợp đồng khác bằng cách thông báo bằng văn bản cho Nhà thầu về sai phạm trong hợp đồng trong các trường hợp sau:</i></p> <p>(i) The Contractor fails to perform part or all of the work under the contract within the time limit stated in the contract or within the period extended by the Employer;</p> <p>(ii) the Contractor fails to perform any other obligations under the contract;</p> <p>(iii) The Contractor becomes insolvent or insolvent;</p> <p>(iv) There is evidence that the Contractor has violated one of the prohibited acts specified in Article 16 of the Bidding Law during the bidding process or performance of the Contract.</p> <p><i>(i) Nhà thầu không thực hiện một phần hoặc toàn bộ nội dung công việc theo hợp đồng trong thời hạn đã nêu trong hợp đồng hoặc trong khoảng thời gian đã được Chủ đầu tư gia hạn;</i></p> <p><i>(ii) Nhà thầu không thực hiện bất kỳ 6 tháng nghĩa vụ nào khác theo hợp đồng;</i></p> <p><i>(iii) Nhà thầu bị mất khả năng thanh toán hoặc phá sản;</i></p> <p><i>(iv) Có bằng chứng cho thấy Nhà thầu đã vi phạm một trong các hành vi bị cấm quy định tại Điều 16 của Luật Đấu thầu trong quá trình đấu thầu hoặc thực hiện Hợp đồng.</i></p> <p>b) In case the Employer terminates the performance of part or the whole of the contract under Point a, Section 19.1 GCC, the Employer may sign a contract with another Contractor to perform such terminated part of the contract. The Contractor will be responsible for compensating the Employer for outstanding costs for the performance of this terminated part of the contract. However, the Contractor must still continue to perform the part of the contract that is not terminated and take responsibility for the part of the contract performed by him.</p>

	<p><i>Trong trường hợp Chủ đầu tư chấm dứt việc thực hiện một phần hay toàn bộ hợp đồng theo điểm a Mục 19.1 ĐKC, Chủ đầu tư có thể ký hợp đồng với Nhà thầu khác để thực hiện phần hợp đồng bị chấm dứt đó. Nhà thầu sẽ chịu trách nhiệm bồi thường cho Chủ đầu tư những chi phí vượt trội cho việc thực hiện phần hợp đồng bị chấm dứt này. Tuy nhiên, Nhà thầu vẫn phải tiếp tục thực hiện phần hợp đồng không bị chấm dứt và chịu trách nhiệm đối với phần hợp đồng do mình thực hiện.</i></p> <p>c) The Contractor may terminate the contract by sending a written notice to the Employer within thirty (30) days in the following cases:</p> <p><i>Nhà thầu có thể chấm dứt hợp đồng bằng cách gửi văn bản thông báo cho Chủ đầu tư trong vòng ba mươi (30) ngày trong các trường hợp sau đây:</i></p> <ul style="list-style-type: none"> <li>- If the Employer fails to pay any amount payable to the Contractor under the Contract and there is no dispute under Section 22 GCC thereof within sixty (60) days after receipt of the Contractor's written notice of the overdue payment;</li> </ul> <p><i>Nếu Chủ đầu tư không thanh toán bất kỳ 6 tháng khoản tiền nào phải trả cho Nhà thầu theo Hợp đồng và không có tranh chấp theo Mục 22 ĐKC về việc này trong vòng sáu mươi (60) ngày sau khi nhận được thông báo bằng văn bản của Nhà thầu về việc quá hạn thanh toán;</i></p> <ul style="list-style-type: none"> <li>- If due to force majeure, within a period of not less than sixty (60) days, the Contractor is unable to perform the contract.</li> </ul> <p><i>Nếu vì lý do bất khả kháng, trong thời gian không dưới sáu mươi (60) ngày, Nhà thầu không thể thực hiện được hợp đồng.</i></p> <p>19.2. Termination due to insolvency</p> <p><i>Chấm dứt hợp đồng do mất khả năng thanh toán</i></p> <p>In the event of the Contractor's insolvency or insolvency, the Employer may terminate the contract at any time by sending notice to the Contractor. In such event, the contract shall terminate and the Contractor shall not be compensated provided that the termination of the contract does not prejudice or affect any of the Employer's prior or subsequent right to sue or remedy.</p> <p><i>Trường hợp Nhà thầu phá sản hoặc mất khả năng thanh toán, Chủ đầu tư có thể chấm dứt hợp đồng vào bất kỳ 6 tháng thời điểm nào bằng cách gửi thông báo cho Nhà thầu. Trong trường hợp đó, hợp đồng sẽ chấm dứt và Nhà thầu không được bồi thường với điều kiện là việc chấm dứt hợp đồng không gây tổn hại hoặc ảnh hưởng đến bất kỳ 6 tháng quyền khởi kiện hoặc biện pháp khắc phục của Chủ đầu tư trước đó hoặc sau đó.</i></p>
<p><b>20. Detect and fix errors</b> <i>Phát hiện và khắc phục sai sót</i></p>	<p>20.1. The Employer shall assess the quality of non-consultancy services according to the principles and methods prescribed in the SCC. The Employer may instruct the Contractor to self-assess and detect errors, check the content of the work that the Employer thinks may contain errors. The time limit for liability for errors is specified in the SCC.</p> <p><i>Chủ đầu tư thực hiện đánh giá chất lượng dịch vụ phi tư vấn theo nguyên tắc và cách thức như quy định tại ĐKCT. Chủ đầu tư có thể hướng dẫn Nhà thầu tự đánh giá và phát hiện sai sót, kiểm tra nội dung công việc mà Chủ đầu tư cho rằng có thể có sai sót. Thời hạn trách nhiệm đối với sai sót được quy định tại ĐKCT.</i></p>

	<p>20.2. In case of errors arising in the process of the Contractor providing non-consultancy services, before the termination of the contract, the Employer shall notify the Contractor of the errors to be remedied.</p> <p>Upon receipt of the notice of the Employer, the Contractor shall be responsible for promptly remedying the error within a reasonable period of time specified by the Employer specified in the notice. In case the Contractor fails to remedy the errors within the permitted time period, the Employer shall assess the necessary expenses to remedy the errors and request the Contractor to pay, and at the same time impose a penalty on the Contractor for the performance of the contract as prescribed in Section 15 GCC.</p> <p><i>Trường hợp phát sinh sai sót trong quá trình Nhà thầu cung cấp dịch vụ phi tư vấn, trước khi kết thúc hợp đồng, Chủ đầu tư thông báo cho Nhà thầu về các sai sót cần khắc phục.</i></p> <p><i>Khi nhận được thông báo của Chủ đầu tư, Nhà thầu có trách nhiệm kịp thời khắc phục sai sót trong khoảng thời gian hợp lý mà Chủ đầu tư quy định trong thông báo. Trường hợp Nhà thầu không khắc phục xong sai sót trong khoảng thời gian cho phép, Chủ đầu tư sẽ đánh giá chi phí cần thiết để khắc phục sai sót và yêu cầu Nhà thầu thanh toán, đồng thời phạt thực hiện hợp đồng đối với Nhà thầu như quy định tại Mục 15 ĐKC.</i></p>
<p><b>21. Human Resources<sup>1</sup></b> <i>Nhân sự<sup>1</sup></i></p>	<p>21.1. The Contractor must mobilize all personnel as proposed in the E-Bid to perform the work contents unless otherwise agreed by the Employer. In case it is necessary to change personnel, the Contractor must report and obtain the approval of the Employer. The replacement personnel must have the same or better capacity and experience than the previously proposed personnel.</p> <p><i>Nhà thầu phải huy động tất cả nhân sự như đã đề xuất trong E-HSDT để thực hiện các nội dung công việc từ trường hợp Chủ đầu tư có thỏa thuận khác. Trường hợp cần thiết phải thay đổi nhân sự thì Nhà thầu phải báo cáo và được sự chấp thuận của Chủ đầu tư. Nhân sự thay thế phải có năng lực, kinh nghiệm tương đương hoặc tốt hơn so với nhân sự đã đề xuất trước đó.</i></p> <p>21.2. In case the personnel loses their civil act capacity or fails to complete their work well, the Employer shall make a written request for replacement. Upon receipt of the written request for replacement of personnel from the Employer, within the time specified in the SCC, the Contractor must replace personnel with equivalent or better capacity and experience. Unless otherwise agreed, all costs incurred due to personnel changes shall be borne by the Contractor.</p> <p><i>Trường hợp nhân sự mất năng lực hành vi dân sự hoặc không hoàn thành tốt công việc của mình thì Chủ đầu tư có văn bản yêu cầu thay thế. Khi nhận được văn bản yêu cầu thay thế nhân sự của Chủ đầu tư, trong thời gian quy định tại ĐKCT, Nhà thầu phải thực hiện thay thế nhân sự có năng lực và kinh nghiệm tương đương hoặc tốt hơn. Từ trường hợp có</i></p>

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

*Trường hợp gói thầu không yêu cầu nhân sự chủ chốt thì bỏ Mục này*

	<i>thỏa thuận khác, mọi chi phí phát sinh do thay đổi nhân sự do Nhà thầu chịu.</i>
<b>22. Dispute Resolution</b> <b><i>Giải quyết tranh chấp</i></b>	<p>22.1. The Employer and the Contractor shall be responsible for settling disputes arising between the two parties through negotiation and conciliation.</p> <p><i>Chủ đầu tư và Nhà thầu có trách nhiệm giải quyết các tranh chấp phát sinh giữa hai bên thông qua thương lượng, hòa giải.</i></p> <p>22.2. If the dispute cannot be resolved by negotiation or conciliation within the time limit specified in the SCC from the date the dispute arises, any party may request the dispute to be settled according to the mechanism specified in the SCC.</p> <p><i>Nếu tranh chấp không thể giải quyết được bằng thương lượng, hòa giải trong thời gian quy định quy định tại ĐKCT kể từ ngày phát sinh tranh chấp thì bất kỳ 6 tháng bên nào cũng đều có thể yêu cầu đưa việc tranh chấp ra giải quyết theo cơ chế được quy định tại ĐKCT.</i></p>

## Chapter VII. SPECIAL CONDITIONS OF CONTRACT

Unless provided otherwise, all special conditions of contract shall be completed before issuing the Request for Proposal.

<p><b>GCC 1.3</b></p>	<p>The Employer is: National System and Market Operator Company Limited (NSMO Co. Ltd). <i>Chủ đầu tư là: Công ty TNHH Một thành viên Vận hành hệ thống điện và thị trường điện Quốc gia (NSMO)</i></p>
<p><b>GCC 1.5</b></p>	<p>The Project Site(s)/Final Destination(s) is: National System and Market Operator Company Limited (NSMO Co. Ltd). <i>(Các) Địa điểm dự án/Điểm đến cuối cùng là: Công ty TNHH Một thành viên Vận hành hệ thống điện và thị trường điện Quốc gia.</i> Address: Tower A, EVN building, 11 Cua Bac Street, Ba Dinh Ward, Hanoi, Vietnam. <i>Địa chỉ: Tháp A, tòa nhà EVN, số 11 Cửa Bắc, phường Ba Đình, Hà Nội, Việt Nam</i></p>
<p><b>GCC 1.11</b></p>	<p>The Contractor is: <i>Nhà thầu là:</i></p>
<p><b>GCC 2.2 (i)</b></p>	<p>The following documents are integral parts of the Contract: <i>Các tài liệu sau là phần không thể tách rời của Hợp đồng:</i></p> <ol style="list-style-type: none"> <li>1. Contract Agreement (Scope of supply, Price Schedule and other Appendices are enclosed); <i>Thỏa thuận Hợp đồng (Phạm vi cung cấp, Biểu giá và các Phụ lục đính kèm);</i></li> <li>2. Contract Conclusion Record; <i>Biên bản kết thúc hợp đồng;</i></li> <li>3. Decision on approval for Bidder selection result; <i>Quyết định phê duyệt kết quả lựa chọn Nhà thầu;</i></li> <li>4. Special Conditions of Contract (SCC); <i>Điều kiện cụ thể của Hợp đồng (SCC);</i></li> <li>5. General Conditions of Contract (GCC); <i>Điều kiện chung của Hợp đồng (GCC);</i></li> <li>6. The Proposal and amending documents thereof (if any); <i>Đề xuất và sửa đổi hồ sơ đề xuất (nếu có);</i></li> <li>7. The Request for Proposal and amending documents thereof (if any); <i>Yêu cầu Đề xuất và sửa đổi tài liệu đề xuất (nếu có);</i></li> <li>8. Other enclosed documents thereof (if any). <i>Các hồ sơ kèm theo khác (nếu có).</i></li> </ol>

<p><b>GCC 4.1</b></p>	<p>For notices, the Employer's address shall be:  <i>Địa chỉ gửi thông báo của Chủ đầu tư:</i>  Address: National System and Market Operator Company Limited (NSMO Co. Ltd), Tower A, EVN building, 11 Cua Bac street, Ba Dinh Ward, Hanoi.  Telephone: +8424.3927.6176  Fax: +8424.3927.6170</p> <p><i>Địa chỉ: Công ty TNHH Một thành viên Vận hành hệ thống điện và thị trường điện Quốc gia, Tháp A, tòa nhà EVN, số 11 Cửa Bắc, phường Ba Đình, Hà Nội.</i>  ĐT: +8424.3927.6176  Fax: +8424.3927.6170</p>
<p><b>GCC 5.2</b></p>	<p>The Contractor shall provide a Performance Security to the Employer in the form of a Bank Guarantee issued by a bank or a financial institution legally operating in Vietnam or a deposit by cheque. In case the Contractor submits the Bank Guarantee, it must be an unconditional and irrevocable guarantee (payment at the request, using the Form 21 of Chapter VIII - Contract Forms). The Performance Security consisting of a deposit into the Employer bank account will be accepted.</p> <p><i>Nhà thầu phải nộp Bảo đảm thực hiện hợp đồng cho Chủ đầu tư dưới hình thức Thư bảo lãnh ngân hàng do một ngân hàng hoặc một tổ chức tài chính hoạt động hợp pháp tại Việt Nam phát hành hoặc đặt cọc bằng séc. Trong trường hợp Nhà thầu nộp Bảo lãnh ngân hàng, thì đó phải là bảo lãnh vô điều kiện, không hủy ngang (thanh toán theo yêu cầu, sử dụng Mẫu 21 của Chương VIII - Biểu mẫu hợp đồng). Bảo lãnh thực hiện hợp đồng bằng một khoản tiền gửi vào tài khoản ngân hàng của Chủ đầu tư sẽ được chấp nhận.</i></p> <p>Performance Security value: 3% of the Contract Price.  <i>Giá trị Bảo lãnh thực hiện hợp đồng: 3% Giá hợp đồng.</i></p> <p>Validity of Performance Security: Performance security shall valid from the effectiveness date of Contract until all services are completed and the Employer sign the completion acceptance record or the date of both parties sign the minutes of contract liquidation (if any).</p> <p><i>Hiệu lực của Bảo lãnh thực hiện hợp đồng: Bảo lãnh thực hiện hợp đồng có hiệu lực kể từ ngày Hợp đồng có hiệu lực cho đến khi hoàn thành toàn bộ dịch vụ và Chủ đầu tư ký biên bản nghiệm thu hoàn thành hoặc ngày hai bên ký biên bản thanh lý hợp đồng (nếu có).</i></p>
<p><b>GCC 5.4</b></p>	<p>The time limit for Performance Security reimbursement: 45 days after the parties fulfill their contractual obligations and the Employer sign the completion acceptance record or the date of both parties sign the minutes of contract liquidation.</p> <p><i>Thời hạn hoàn trả Bảo lãnh thực hiện hợp đồng: 45 ngày kể từ ngày các bên hoàn thành nghĩa vụ theo hợp đồng và Chủ đầu tư ký biên</i></p>

	<i>bản nghiệm thu hoàn thành hoặc ngày hai bên ký biên bản thanh lý hợp đồng.</i>
<b>GCC 6.1</b>	List of subcontractors: <i>Danh sách nhà thầu phụ:</i>
<b>GCC 6.2</b>	The value of the work performed by the subcontractor shall not exceed 10% the value of the contract <i>Giá trị công việc mà nhà thầu phụ thực hiện không vượt quá 10% giá trị hợp đồng</i>
<b>GCC 6.4</b>	Other requirements applied to subcontractors: <b>Not applicable</b> <i>Những yêu cầu khác áp dụng cho nhà thầu phụ: <b>Không áp dụng</b></i>
<b>GCC 10.1</b>	Type of contract: Lump sum <i>Loại hợp đồng: Hợp đồng trọn gói</i>
<b>GCC 10.2</b>	<p>The Contract Price <i>Giá hợp đồng</i></p> <p>The Contract price is the total expenses incurred from fulfillment of forecasting service for solar farm, solar rooftop, wind sites for 24 months. The total number of forecasted sites covered by the Contract price during the contract period does not exceed 500 sites + 10% which is equal 550 sites. Actual number of forecasted sites will be updated based on commercial operation date of site and actual operation requirement.</p> <p><i>Giá hợp đồng là tổng chi phí phát sinh từ việc thực hiện dịch vụ dự báo cho trang trại điện mặt trời, điện mặt trời áp mái, năng lượng điện gió trong 24 tháng. Tổng số địa điểm dự báo bao gồm trong Giá hợp đồng trong thời gian hợp đồng không vượt quá 500 địa điểm + 10% bằng 550 địa điểm. Số lượng địa điểm dự báo thực tế sẽ được cập nhật dựa trên ngày vận hành thương mại của địa điểm và yêu cầu vận hành thực tế.</i></p> <p>The Contract Price shall be understood to reflect the terms and conditions used in the specification of prices in the detailed price schedules, including all the taxes, duties, levies, and charges if any as identified.</p> <p><i>Giá hợp đồng được hiểu là phản ánh các điều khoản và điều kiện được sử dụng trong việc quy định giá trong biểu giá chi tiết, bao gồm tất cả các loại thuế, nghĩa vụ, lệ phí và phí nếu có như đã xác định.</i></p> <p><i>* Note: Taxes apply to foreign contractors in Vietnam includes Corporate Income Tax (CIT) and Value Added Tax (VAT). NSMO will calculate these values in the process of negotiating contract and pay taxes on behalf of contractor to the Government in case the contractor does not have a representative in Vietnam.</i></p> <p><i>* Lưu ý: Thuế áp dụng cho nhà thầu nước ngoài tại Việt Nam bao gồm Thuế thu nhập doanh nghiệp (CIT) và Thuế giá trị gia tăng (VAT). Chủ đầu tư sẽ tính toán các giá trị này trong quá trình đàm phán hợp đồng và nộp thuế thay mặt nhà thầu cho Chính phủ trong trường hợp nhà thầu không có đại diện tại Việt Nam.</i></p>

<p><b>GCC 11</b></p>	<p>Tax adjustments: permitted  <i>Điều chỉnh thuế: được phép</i></p> <p>During the performance of the Contract, if the local taxes, at the payment time, change (increase or decrease) and the tax adjustments are specified in the Contract and the Contractor present the amount of taxes incurred, the difference of taxes shall be adjusted.</p> <p><i>Trong quá trình thực hiện Hợp đồng, nếu thuế địa phương có thay đổi (tăng hoặc giảm) vào thời điểm thanh toán và việc điều chỉnh thuế có quy định trong Hợp đồng và Nhà thầu trình bày số tiền thuế đã phát sinh, chênh lệch thuế sẽ được điều chỉnh.</i></p>
<p><b>GCC 12.1</b></p>	<p>Advance payment: <b>Not Applicable</b>  <i>Tạm ứng: Không áp dụng</i></p>
<p><b>GCC 13.1</b></p>	<p>Method of Payment:  <i>Phương thức thanh toán:</i></p> <p>Payment shall be made in VND/USD/EUR no later than 45 days following submission by the Contractor of required documents to the Employer.</p> <p><i>Thanh toán bằng VND/USD/EUR chậm nhất là 45 ngày sau khi Nhà thầu nộp các chứng từ theo yêu cầu cho Chủ đầu tư.</i></p> <p>The accounts are:  <i>Các tài khoản là:</i></p> <ul style="list-style-type: none"> <li>- For foreign currency or currencies:  <i>Đối với ngoại tệ hoặc các loại tiền tệ:</i></li> </ul> <p>Name of account holder:  Name of bank:  Address of bank:  SWIFT/BIC code:  IBAN:  Registration number:  Account number:</p> <ul style="list-style-type: none"> <li>- For local currency:  <i>Đối với tiền tệ địa phương:</i></li> </ul> <p>Payments shall be made according to the following schedule:  <i>Thanh toán sẽ được thực hiện theo kế hoạch như sau:</i></p> <p><b>The payment</b>  The Contract Price shall be paid as four payments during time of the contract called <b>semi-annual payment</b>. A semi-annual payment will be paid</p>

	<p>every 6 months from effective date of the Contract for the duration of 24 months.</p> <p><i>Giá hợp đồng sẽ được thanh toán theo bốn đợt trong suốt thời gian của hợp đồng, gọi là thanh toán theo kỳ 6 tháng. Thanh toán theo kỳ sẽ được thực hiện mỗi 6 tháng kể từ ngày có hiệu lực của hợp đồng trong vòng 24 tháng.</i></p> <p>Semi-annual payment shall be paid after submission of the documents as follows:</p> <p><i>Thanh toán theo kỳ 6 tháng sẽ được thực hiện sau khi nộp các chứng từ sau:</i></p> <ul style="list-style-type: none"> <li>- Certificate of Employer for the receipt number forecasted generation output of wind/solar sites and relating meteorological data per month, per quarter and forecasting error;</li> <li>- <i>Giấy chứng nhận của Chủ đầu tư về việc nhận được dự báo sản lượng điện gió/mặt trời và dữ liệu khí tượng liên quan theo tháng, theo kỳ 6 tháng và sai số dự báo;</i></li> <li>- The original and two (02) copies of Claim for payment; <i>Bản gốc và hai (02) bản sao của Đề nghị thanh toán;</i></li> <li>- The original and two (02) copies of Invoice issued by the Contractor for payment; <i>Bản gốc và hai (02) bản sao của Hóa đơn do Nhà thầu phát hành để thanh toán;</i></li> </ul> <p><b>Semi-annual payment:</b> <b><i>Thanh toán theo kỳ 6 tháng:</i></b></p> $Pa = 0.25 \times P - \frac{D}{100} \times 0.25 \times P - E$ <p>Where:</p> <p><i>Pa: semi-annual payment</i> <i>P: Contract Price</i> <i>D: semi-annual penalty percentage for forecasting service quality (%)</i> <i>D/100 x 0.25 x P: semi-annual penalty amount</i> <i>E: penalty for not delivering forecasting service</i></p> <p><i>Trong đó:</i> <i>Pa: thanh toán kỳ 6 tháng</i> <i>P: giá hợp đồng</i> <i>D: tỷ lệ phạt mỗi kỳ 6 tháng cho việc dự báo chất lượng dịch vụ (%)</i> <i>D/100 x 0.25 x P: số tiền phạt theo kỳ 6 tháng</i> <i>E: phạt do không giao dịch vụ dự báo</i></p>
<b>GCC 13.2</b>	<p>Payment discount: Not applicable.</p> <p><i>Giảm trừ thanh toán: Không áp dụng</i></p>

**GCC 15**

Except for force majeure events provided under GCC Section 19 & in events of Employer unable to meet its own obligations, if the Contractor fails to deliver any or all of the services by the 7 (seven) days of delivery within the period specified in the Contract, the Employer may deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC (0.25%) of the delivered price of the delayed unperformed services for each week or part thereof of delay until actual delivery or performance. The Employer shall deduct up to a maximum deduction of the percentage specified in those SCC (5%). Once the maximum is reached, the Employer may terminate the Contract pursuant to GCC Section 22.

*Ngoại trừ các trường hợp bất khả kháng theo quy định tại Mục 19 ĐKC và trong trường hợp Chủ đầu tư không thể hoàn thành các nghĩa vụ của mình, nếu Nhà thầu không cung cấp một phần hoặc toàn bộ dịch vụ trong vòng 7 (bảy) ngày kể từ ngày giao trong thời hạn quy định trong Hợp đồng, Chủ đầu tư có thể khấu trừ vào Giá hợp đồng một khoản tiền tương ứng với tỷ lệ phần trăm quy định trong ĐKCT (0,25%) của giá trị Dịch vụ phi tư vấn bị chậm trễ hoặc Dịch vụ chưa thực hiện cho mỗi tuần hoặc cho phần chậm trễ cho đến khi giao hàng hoặc thực hiện thực tế, khoản này gọi là phạt. Chủ đầu tư sẽ khấu trừ tối đa mức khấu trừ theo tỷ lệ phần trăm quy định trong ĐKCT đó (5%). Khi vượt quá mức quy định, Chủ đầu tư có thể chấm dứt Hợp đồng theo Mục 22 của ĐKC.*

The maximum amount of liquidated damages shall not exceed twelve percent (12%) of the Contract price.

*Số tiền phạt tối đa không được vượt quá mười hai phần trăm (12%) giá Hợp đồng.*

**Payment penalty*****Phạt thanh toán***

The two parties agree that when Contractor forecasts that fail to achieve results with the agreed norms in the contract as mentioned in GCC 23.1, it will be penalized in payment.

*Hai bên đồng ý khi Nhà thầu dự báo không đạt được kết quả theo các tiêu chuẩn đã thỏa thuận trong hợp đồng như đã đề cập trong phần 23.1 của ĐKC, thì sẽ bị phạt thanh toán.*

- Penalty applied for intra-day forecast, day ahead forecast and week ahead forecast service and customer support service. For a semi-annual payment, the semi-annual penalty percentage does not exceed 10% of semi-annual payment amount (equal 0.25 x Contract price), including: 7.5% for forecast quality (3.9% for intraday forecast, 3.0% for day ahead forecast, 0.6% for week ahead forecast) and 2.5% for customer support.

*Áp dụng mức phạt đối với dịch vụ dự báo trong ngày, dự báo ngày tiếp theo và dự báo tuần tiếp theo và dịch vụ hỗ trợ khách hàng. Đối với thanh toán theo kỳ 6 tháng, tỷ lệ phạt theo kỳ 6 tháng không*

vượt quá 10% số tiền thanh toán theo kỳ 6 tháng (bằng  $0.25 \times$  Giá hợp đồng), bao gồm: 7,5% cho chất lượng dự báo (3,9% đối với dự báo trong ngày, 3,0% đối với dự báo ngày tiếp theo, 0,6% đối với dự báo tuần tiếp theo) và 2,5% cho dịch vụ hỗ trợ khách hàng.

- For the case of not delivering forecasting service, apply penalty 0.2% of semi-annual payment amount (equal  $0.25 \times$  contract price) for each hour that forecasting system does not deliver any forecasts at all. For a semi-annual payment, the semi-annual penalty percentage does not exceed 10% of semi-annual payment amount.

*Đối với trường hợp không cung cấp dịch vụ dự báo, áp dụng mức phạt 0,2% số tiền thanh toán theo kỳ 6 tháng (bằng  $0,25 \times$  giá hợp đồng) cho mỗi giờ mà hệ thống dự báo không cung cấp bất kỳ dự báo nào. Đối với thanh toán theo kỳ 6 tháng, tỷ lệ phạt theo kỳ 6 tháng không vượt quá 10% số tiền thanh toán theo kỳ 6 tháng.*

- The total penalty amount throughout contract does not exceed 20% of the Contract value.

*Tổng số tiền phạt trong suốt thời gian hợp đồng không vượt quá 20% giá trị Hợp đồng.*

Payment penalty for forecast error will be evaluated considering only the forecast periods when the curtailment does not happen, and for periods where the input data such as: power measurement, curtailment, outage/availability measurement or outage/availability plans for those periods is not missing or delayed.

*Số tiền phạt thanh toán cho sai số dự báo sẽ được xác định thông qua xem xét chỉ các giai đoạn dự báo khi việc tiết giảm công suất không xảy ra và đối với các giai đoạn mà dữ liệu đầu vào như: đo lường công suất, tiết giảm, thông tin về giảm phát/khả dụng hoặc kế hoạch giảm phát/khả dụng cho các giai đoạn đó không bị thiếu hoặc chậm trễ.*

Specifically, when evaluating the forecast quality for any site, if that specific site is under curtailment or the near-realtime feedback data is either missing, delayed, faulty or unreliable for some periods, forecast output for those periods will not be considered when evaluating the total forecast quality of that site.

*Cụ thể, khi đánh giá chất lượng dự báo cho bất kỳ 6 tháng địa điểm nào, nếu địa điểm cụ thể đó đang bị tiết giảm hoặc dữ liệu phản hồi gần thời gian thực bị thiếu, chậm trễ, bị lỗi hoặc không đáng tin cậy trong một số giai đoạn, thì đầu ra dự báo cho các giai đoạn đó sẽ không được xem xét khi đánh giá chất lượng dự báo tổng thể của địa điểm đó.*

Faulty and unreliable input data occasions are applied for near-realtime feedback data sent by Employer to Contractor including RE sites power generation and meteorological measurement, the following cases are considered unreliable data:

*Các trường hợp dữ liệu đầu vào bị lỗi và không đáng tin cậy được áp*

dụng cho dữ liệu phản hồi gần thời gian thực do Chủ đầu tư gửi cho Nhà thầu bao gồm công suất phát điện của các địa điểm nhà máy NLTT và đo đặc khí tượng, các trường hợp sau đây được coi là dữ liệu không đáng tin cậy:

- Data is Null or abnormal values (negative or overly large value)  
*Dữ liệu là giá trị Null hoặc bất thường (giá trị âm hoặc quá lớn)*
- Static data (unchanged value) for minimum period of 1 hour  
*Dữ liệu bị treo (giá trị không thay đổi) trong khoảng thời gian tối thiểu là 1 giờ*
- Power generation larger than site availability  
*Công suất phát lớn hơn công suất khả dụng của nhà máy*
- Near-realtime data delayed for more than 10 minutes  
*Dữ liệu gần thời gian thực bị trễ hơn 10 phút*

Penalty calculation is performed monthly to determine number of forecasting revision which comply and not comply with MAPE requirement. The result is included in accuracy forecast reports as part of Periodically Certificate of Employer for the receipt forecasted generation output and payment penalty.

*Tính toán tiền phạt được thực hiện hàng tháng để xác định số lần cập nhật dự báo đáp ứng và không đáp ứng yêu cầu MAPE. Kết quả được đưa vào báo cáo đánh giá độ chính xác dự báo như một phần của Giấy chứng nhận tiếp nhận dịch vụ dự báo mỗi kỳ 6 tháng của Chủ đầu tư và hình phạt thanh toán.*

The results of the forecast quality evaluation and payment penalty calculation in the Certificate of Employer need to be accepted by both Employer and Contractor. In order to achieve an agreement between the Employer and the Contractor on result of payment penalty, additional technical discussion and re-evaluation process would be carried out by both sides when necessary.

*Kết quả đánh giá chất lượng dự báo và tính toán mức phạt thanh toán trong Giấy chứng nhận của Chủ đầu tư cần được cả Chủ đầu tư và Nhà thầu chấp nhận. Để đạt được thỏa thuận giữa Chủ đầu tư và Nhà thầu về kết quả của mức phạt thanh toán, cả hai bên sẽ tiến hành thảo luận kỹ thuật bổ sung và thực hiện quá trình đánh giá lại khi cần thiết.*

The monthly penalty for forecast quality (7.5%) is determined based on the **percentage of forecasts not meeting the requirements** during a month, which is calculated by the following steps:

*Mức phạt hàng tháng đối với chất lượng dự báo (7,5%) được xác định dựa trên tỷ lệ phần trăm bản tin dự báo không đáp ứng yêu cầu trong một tháng, được tính theo các bước sau:*

- MAPE is calculated for each forecast for each site.  
*MAPE được tính cho từng dự báo cho mỗi địa điểm.*

	<ul style="list-style-type: none"> <li>- The total number of forecasts meeting the MAPE requirements during a month is divided by the total number of forecasts produced during that month. <i>Tổng số bản tin dự báo đáp ứng yêu cầu MAPE trong một tháng được chia cho tổng số bản tin dự báo được tạo ra trong tháng đó.</i></li> <li>- If the ratio of forecast meeting MAPE requirement for all sites in a month does not meet the required value, the penalty would be applied for that month. <i>Nếu tỷ lệ dự báo đáp ứng yêu cầu MAPE cho tất cả các địa điểm trong một tháng không đáp ứng giá trị yêu cầu, thì mức phạt sẽ được áp dụng cho tháng đó.</i></li> <li>- The required percentage of forecasts meeting requirements for all sites in the system in a month is: (i) For Solar: 80% for intraday and dayahead; 60% for weekahead; (ii) For Wind: 70% for intraday and dayahead; 60% for weekahead. <i>Tỷ lệ phần trăm bản tin dự báo đáp ứng yêu cầu bắt buộc đối với tất cả các địa điểm trong hệ thống trong một tháng là: (i) Đối với điện mặt trời: 80% cho dự báo trong ngày và dự báo ngày tiếp theo; 60% cho dự báo tuần tiếp theo; (ii) Đối với điện gió: 70% cho dự báo trong ngày và ngày tiếp theo; 60% cho dự báo tuần tiếp theo.</i></li> </ul> <p>Payment penalty for customer support (2.5%) will be based on the customer support services, with the criteria of professionalism and efficiency of consultation and problem solving services provided by the Contractors. <i>Mức phạt thanh toán cho dịch vụ hỗ trợ khách hàng (2,5%) sẽ dựa trên các dịch vụ hỗ trợ khách hàng, với tiêu chí về tính chuyên nghiệp và hiệu quả của các dịch vụ tư vấn và giải quyết vấn đề do Nhà thầu cung cấp.</i></p>
GCC 17.1(c)	<p>Other contents in terms of Contract revisions: In the event that operational sites exceed the initial 550 sites, both Parties shall apply a fixed unit rate per additional site per month (determined during contract negotiation). This unit rate is all-inclusive, fully covering initial deployment, technical configuration, and forecasting operational services. The calculation of additional costs for these sites shall be executed on a pay-as-you-go basis and calculated pro-rata based on the actual duration of service, commencing from the date of NSMO's service request for each respective site.</p> <p><i>Nội dung khác trong điều khoản sửa đổi Hợp đồng:</i> <i>Trường hợp phát sinh địa điểm vận hành vượt quá 550 địa điểm ban đầu, hai Bên áp dụng đơn giá cố định cho từng địa điểm phát sinh mỗi tháng (được xác định trong quá trình thương thảo hợp đồng). Đơn giá này là trọn gói, bao gồm toàn bộ chi phí triển khai ban đầu, cấu hình</i></p>

	<p>kỹ thuật và dịch vụ vận hành dự báo. Việc tính toán chi phí bổ sung cho các địa điểm này sẽ được thực hiện theo nguyên tắc dùng thêm bao nhiêu trả bấy nhiêu và được tính tỷ lệ thuận theo thời gian dịch vụ thực tế, bắt đầu tính kể từ ngày NSMO đề nghị dịch vụ đối với từng địa điểm tương ứng.</p>
<b>GCC 17.4</b>	<p>In case a cost-saving solution proposed by the Contractor is approved by the Investor and helps reduce the contract price, the Investor shall make payment to the Contractor: <b>Not Applicable</b></p> <p><i>Trường hợp đề xuất giải pháp tiết kiệm chi phí được Chủ đầu tư chấp thuận và giúp giảm giá hợp đồng, Chủ đầu tư thanh toán cho Nhà thầu: <b>Không áp dụng</b></i></p>
<b>GCC 18(e)</b>	<p>Other cases: None</p> <p><i>Các trường hợp khác: Không</i></p>
<b>GCC 20.1</b>	<p>The forecast service provided by Contractor is assessed as satisfactory if the forecasted error indicators and the forecasted quality assurance level are within the allowable range as follows:</p> <p><i>Dịch vụ dự báo do Nhà thầu cung cấp được đánh giá là đạt yêu cầu nếu các chỉ số sai số dự báo và mức độ đảm bảo chất lượng dự báo nằm trong phạm vi cho phép như sau:</i></p> <p>Errors in forecasting for each forecast point is calculated by formula Absolute Percentage Error (APE).</p> <p><i>Sai số dự báo cho từng điểm dự báo được tính theo công thức Sai số phần trăm tuyệt đối (APE).</i></p> $APE_i = \frac{ P_i^{forecast} - P_i^{real} }{P_{rate}} \times 100\%$ <p>Which:</p> <ul style="list-style-type: none"> <li>- APE<sub>i</sub>: Absolute Percentage Error of forecast point i, %;</li> <li>- P<sub>i</sub><sup>forecast</sup>: forecast value of output power of forecast point i, MW;</li> <li>- P<sub>i</sub><sup>real</sup>: real value of output power of forecast point i, MW;</li> <li>- P<sub>rate</sub>: installed capacity of site, MW.</li> </ul> <p><i>Trong đó:</i></p> <ul style="list-style-type: none"> <li>- APE<sub>i</sub>: Sai số phần trăm tuyệt đối tại điểm dự báo i, %;</li> <li>- P<sup>forecast</sup>: Giá trị dự báo của sản lượng điện tại điểm dự báo i, MW;</li> <li>- P<sup>real</sup>: giá trị thực tế của sản lượng điện tại điểm dự báo I, MW;</li> </ul>

- $P_{rate}$ : công suất lắp đặt của địa điểm, MW.

The accuracy of each forecast type is evaluated according to the Mean Absolute Percentage Error (MAPE) by the following formula:

*Độ chính xác của từng loại dự báo được đánh giá theo Sai số phần trăm tuyệt đối trung bình (MAPE) theo công thức sau:*

$$MAPE_k = \frac{1}{N} \sum_{i=1}^N APE_i$$

Which:

- $MAPE_k$ : Mean Absolute Percentage Error of the forecast type k (intra-day, day ahead, week ahead), %;
- N: number of forecast points evaluated within the time frame of the forecast type;
  - For intra-day forecast: N = 16 which means 16 time-blocks starting from the issue time of revision.
  - For day-ahead forecast: Forecasts and measurements are aggregated to half an hour (30 minutes) average values, before APE is calculated, and then N = 80 which means 40 hours (160 time-blocks starting from the issue time of revision) is used for the calculation.
  - For week-ahead forecast: Forecast and measurements are each aggregated into 1 hourly average values, which means 24 time blocks per day, before calculating APE, and MAPE is considered for 14 days since the issue time of revision, which means N = 336 blocks, equal to 336 hours starting from the issue time of revision.
- $APE_i$ : Absolute Percentage Error of forecast point i, %;

*Trong đó:*

- $MAPE_k$ : Sai số phần trăm tuyệt đối của loại dự báo k (dự báo trong ngày, dự báo ngày tiếp theo, tuần tiếp theo), %;
- N: số lượng điểm dự báo được đánh giá trong khung thời gian của loại dự báo;
  - Đối với dự báo trong ngày: N = 16 nghĩa là 16 khối thời gian bắt đầu từ thời điểm ban hành bản cập nhật.
  - Đối với dự báo ngày tiếp theo: Dự báo và phép đo được tổng hợp thành giá trị trung bình nửa giờ (30 phút) trước khi tính toán APE, sau đó N = 80 nghĩa là 40 giờ (160 khối thời gian bắt đầu từ thời điểm ban hành bản cập nhật) được sử dụng để tính toán.
  - Đối với dự báo tuần tiếp theo: Dự báo và phép đo được tổng hợp thành giá trị trung bình 1 giờ, nghĩa là 24 khối

thời gian mỗi ngày, trước khi tính toán APE và MAPE được xem xét trong 14 ngày kể từ thời điểm ban hành cập nhật, nghĩa là  $N = 336$  khối, bằng 336 giờ kể từ thời điểm ban hành cập nhật.

- $APE_i$ : Sai số phần trăm tuyệt đối của điểm dự báo  $i$ , %;

For solar sites only periods between 05:00 and 18:30, and will be considered, and therefore installed capacity should be weighted accordingly in the week-ahead calculation.

*Đối với các trang trại điện mặt trời, chỉ dữ liệu trong khoảng thời gian từ 05:00 đến 18:30 sẽ được xem xét, do đó công suất lắp đặt phải được cân nhắc theo đó trong các tính toán trong tuần tiếp theo.*

The MAPE calculation is made for each site separately and national/area level, for intra-day, day-ahead and week ahead forecast type individually. For curtailed duration, and for periods where the input data such as: power measurement, curtailment, outage/availability measurement or outage/availability plans for those periods is missing or delayed, data will not be considered in the MAPE calculation process.

*Tính toán MAPE được thực hiện riêng cho từng địa điểm và cấp Quốc gia/khu vực, cho từng loại dự báo trong ngày, ngày tiếp theo và tuần tiếp theo. Đối với thời gian xảy ra tiết giảm công suất và đối với các khoảng thời gian mà dữ liệu đầu vào như: đo lường công suất, tình trạng tiết giảm, thông tin giảm phát/khả dụng hoặc kế hoạch giảm phát/khả dụng cho các khoảng thời gian đó bị thiếu hoặc chậm trễ, dữ liệu sẽ không được xem xét trong quy trình tính toán MAPE.*

### **1.1. Intra-day forecast:**

Required MAPE of forecast:

- Solar sites: MAPE lower than 12%.
- Wind sites: MAPE lower than 15%.

#### **1.1. Dự báo trong ngày:**

*Yêu cầu MAPE của dự báo:*

- Điện mặt trời: MAPE dưới 12%.
- Điện gió: MAPE dưới 15%.

### **1.2. Day-ahead forecast:**

Required MAPE of a forecast:

- Solar sites: MAPE lower than 15%.
- Wind sites: MAPE lower than 18%.

#### **1.2. Dự báo ngày tiếp theo:**

*Yêu cầu MAPE của dự báo:*

- Điện mặt trời: MAPE dưới 15%.
- Điện gió: MAPE dưới 18%.

	<p><b>1.3. Week-ahead forecast:</b>  Required MAPE of a forecast:</p> <ul style="list-style-type: none"> <li>- Solar sites: MAPE lower than 15%.</li> <li>- Wind sites: MAPE lower than 18%.</li> </ul> <p><b>1.3. Dự báo tuần tiếp theo:</b>  Yêu cầu MAPE của dự báo:</p> <ul style="list-style-type: none"> <li>- Điện mặt trời: MAPE dưới 15%.</li> <li>- Điện gió: MAPE dưới 18%.</li> </ul>
GCC 21.2	<p>Time for replacement of personnel: 5 working days from the date on which the request for replacement of personnel is made by the Employer.</p> <p><i>Thời gian thay thế nhân sự: 5 ngày làm việc kể từ ngày Chủ đầu tư có yêu cầu thay thế nhân sự.</i></p>
GCC 22.2	<p>Time for conciliation: 30 days.</p> <p><i>Thời gian hòa giải: 30 ngày.</i></p> <p>Settlement of disputes: If the parties fail to resolve the disputes within 30 days from the commencement date of the negotiation (or any mutual agreed period), the disputes shall be settled by The Vietnam International Arbitration Centre (VIAC) – Hanoi headquarter.</p> <p><i>Giải quyết tranh chấp: Nếu các bên không giải quyết được tranh chấp trong vòng 30 ngày kể từ ngày bắt đầu đàm phán (hoặc bất kỳ 6 tháng thời hạn nào được thỏa thuận chung), tranh chấp sẽ được giải quyết bởi Trung tâm Trọng tài Quốc tế Việt Nam (VIAC) tại trụ sở Hà Nội.</i></p>

## Chapter VIII. CONTRACT FORMS

This Chapter includes the forms that are integral parts of the Contract upon completion.

### CONTRACT AGREEMENT *HỢP ĐỒNG*

Hanoi, , 2026  
*Hà Nội, ngày tháng năm 2026*

Contract Agreement No: /NSMO-  
*Hợp đồng số: /NSMO-*

Procurement package: Provide generation forecast services  
for renewable energy sources in Vietnam – First forecasting source 2026-2028

*Gói thầu: Mua số liệu dịch vụ dự báo công suất phát  
nhà máy năng lượng tái tạo – Nguồn thứ nhất*

- Pursuant to The Civil Code dated November 24, 2015 of the National Assembly;  
*Căn cứ Bộ luật Dân sự số ngày 24 tháng 11 năm 2015 của Quốc hội;*
- Pursuant to The Law on Bidding dated June 23, 2023;  
*Căn cứ Luật Đấu thầu ngày 23/06/2023;*
- Pursuant to the Contract Negotiation Agreement entered into between the Employer and the successful Bidder dated , 2026;  
*Căn cứ Biên bản thương thảo hợp đồng giữa Chủ đầu tư và Nhà thầu trúng thầu ký ngày ;*
- Pursuant to Decision No. /QĐ-NSMO dated of National System and Market Operator Company Limited on approval for successful bidder with the procurement Provide generation forecast services for renewable energy sources in Vietnam - First forecasting source 2026-2028;  
*Căn cứ Quyết định số /QĐ-NSMO ngày của Công ty TNHH Một thành viên Vận hành Hệ thống điện và Thị trường điện Quốc gia về việc phê duyệt kết quả lựa chọn nhà thầu Gói thầu Mua số liệu dịch vụ dự báo công suất phát nhà máy năng lượng tái tạo – Nguồn thứ nhất;*

Representatives for the parties to which contract include:

*Đại diện cho các bên ký hợp đồng bao gồm:*

**Employer (hereinafter referred to as Party A)**

***Chủ đầu tư (sau đây gọi là Bên A)***

Employer's name: National Power System and Market Operator Company Limited  
(NSMO Co. Ltd)

*Tên Chủ đầu tư: Công ty TNHH Một thành viên Vận hành hệ thống điện và thị trường điện Quốc gia (NSMO)*

The Employer's Representative: Mr. Nguyen Quoc Trung, Vice President

*Đại diện Chủ đầu tư: Ông Nguyễn Quốc Trung, Phó Tổng Giám đốc*

Power of attorney No. 2151/UQ-NSMO dated June 1st, 2026

*Ủy quyền số 2151/UQ-NSMO ngày 01/06/2026*

Address: Floor 11th, Tower A, EVN building, 11 Cua Bac Street, Ba Dinh Ward,  
Hanoi, Vietnam

*Địa chỉ: Tầng 11, Tháp A, Tòa nhà EVN, 11 Cửa Bắc, Phường Ba Đình, Hà Nội, Việt Nam*

Phone number: +84-24-39276180

*Số điện thoại: +84-24-39276180*

Fax number: +84-24-39276181

*Số fax: +84-24-39276181*

Attention: Mr. Nguyen Ba Hoai, Deputy Manager of Renewable Energy Management  
Department.

*Người liên hệ: Ông Nguyễn Bá Hoài, Phó Trưởng phòng Năng lượng tái tạo.*

E-mail: [hoainb@nsmo.vn](mailto:hoainb@nsmo.vn)

*E-mail: [hoainb@nsmo.vn](mailto:hoainb@nsmo.vn)*

**Contractor (hereinafter referred to as B party)**

*Nhà thầu (sau đây gọi là bên B)*

Contractor's name:

*Tên Nhà thầu:*

The Contractor's Representative:

*Đại diện Nhà thầu:*

Address:

*Địa chỉ:*

Phone number:

*Số điện thoại:*

Attention:

*Người liên hệ:*

E-mail:

*E-mail:*

Both parties agree to conclude a service supply contract with the following contents:

*Hai bên đồng ý ký kết Hợp đồng cung cấp dịch vụ với các nội dung sau:*

**Article 1. Subjects of contract**

***Điều 1. Đối tượng của hợp đồng***

Subjects of this Contract are the services enumerated in the Appendix referred to.

*Đối tượng của Hợp đồng này là dịch vụ ghi trong Phụ lục kèm theo.*

**Article 2. Contract documents**

***Điều 2. Tài liệu hợp đồng***

Contract documents and order of precedence:

*Thành phần hợp đồng và thứ tự ưu tiên pháp lý như sau:*

1. Contract Agreement, including all appendices;  
*Văn bản hợp đồng, kèm theo các phụ lục hợp đồng;;*
2. Special Conditions of Contract (SCC), fully completed and incorporating any amendments, supplements, and clarifications made during the contractor selection and contract finalization process (if applicable);  
*ĐKCT của hợp đồng được điền đầy đủ toàn bộ nội dung và bao gồm cả các nội dung hiệu chỉnh, bổ sung, làm rõ trong quá trình lựa chọn nhà thầu, hoàn thiện hợp đồng (nếu có);*
3. The contract finalization minutes;  
*Biên bản hoàn thiện hợp đồng;*
4. General Conditions of Contract (GCC);  
*Điều kiện chung của hợp đồng (GCC);*
6. The Letter of Acceptance of the Bid and contract award;  
*Thư chấp thuận HSDT và trao hợp đồng;*
7. The Bid Proposal and any clarifications of the Bid Proposal provided by the Contractor (if applicable);  
*HSDT và các văn bản làm rõ HSDT của Nhà thầu (nếu có);*
8. The Bidding Documents and any amendments or clarifications to the Bidding Documents (if applicable);  
*HSMT và các tài liệu sửa đổi, làm rõ HSMT (nếu có);*
9. Other documents as specified in the SCC.  
*Các tài liệu khác quy định tại ĐKCT.*

### **Article 3. Responsibility of Party A**

#### **Điều 3. Trách nhiệm của Bên A**

Pay the party B according to the Contract Price prescribed in Article 5 of this Contract with the method of payment specified in the SCC; fulfill all duties and obligations mentioned in the GCC and SCC.

*Thanh toán cho Bên B theo Giá hợp đồng quy định tại Điều 5 của Hợp đồng này theo phương thức thanh toán quy định tại SCC (Điều kiện cụ thể của Hợp đồng); thực hiện đầy đủ các nghĩa vụ và trách nhiệm nêu tại GCC (Điều kiện chung của Hợp đồng) và SCC.*

### **Article 4. Responsibility of Party B**

#### **Điều 4. Trách nhiệm của Bên B**

Provide the party A with all services prescribed in Article 1 of this Contract, and fulfill all duties and obligations mentioned in the GCC and SCC.

*Cung cấp cho Bên A tất cả dịch vụ quy định tại Điều 1 của Hợp đồng này và thực hiện đầy đủ các nghĩa vụ và trách nhiệm nêu tại GCC và SCC.*

### **Article 5. Contract Price**

#### **Điều 5. Giá hợp đồng**

1. Contract Price

*Giá hợp đồng*

- Gross price of contract: ( ), in which:

*Giá hợp đồng: (Bằng chữ: ), trong đó:*

- Net price:

*Giá trị trước thuế:*

- Estimated Local taxes (Local taxes in Vietnam will be covered by the Employer):

+ CIT:

+ VAT:

*Thuế tạm tính (Thuế phí phát sinh tại Việt Nam sẽ do Chủ đầu tư thay mặt Bên B nộp):*

+ *Thuế thu nhập doanh nghiệp:*

+ *Thuế giá trị gia tăng:*

Net price will be paid out to the Contractor by the Employer. Local Vietnamese withholding taxes will be covered by the Employer.

*Giá trị trước thuế sẽ được Chủ đầu tư thanh toán cho Nhà thầu. Thuế phát sinh tại Việt Nam sẽ do Chủ đầu tư thay mặt bên B nộp.*

Employer will send documentation to Contractor for taxes paid by the Employer in relation to the Contract. This document has to be supplied within 30 days of taxes being paid.

*Chủ đầu tư sẽ gửi chứng từ cho Nhà thầu để thanh toán các khoản thuế mà Chủ đầu tư thanh toán liên quan đến Hợp đồng. Các chứng từ này phải được cung cấp trong vòng 30 ngày kể từ ngày thanh toán thuế.*

2. Method of Payment: specified in the GCC 16.1.

*Phương thức thanh toán: theo quy định tại mục 16.1 của GCC.*

**Article 6. Type of contract:** Specified in GCC.

**Điều 6. Loại hợp đồng:** Theo quy định tại GCC.

**Article 7. Contract duration:** 24 months.

**Điều 7. Thời hạn hợp đồng:** 24 tháng.

**Article 8. Effect of contract**

**Điều 8. Hiệu lực của hợp đồng**

1. This Contract comes into force from the date of signing.

*Hợp đồng này có hiệu lực kể từ ngày ký.*

2. The contract expires when it is finalized by both parties as prescribed by law.

*Hợp đồng hết hiệu lực khi hai bên hoàn tất thủ tục thanh lý theo quy định của pháp luật.*

This Contract is made into 05 sets with equal value. The Employer shall keep 03 sets and the Contractor shall keep 02 sets.

*Hợp đồng này được lập thành 05 bản có giá trị như nhau. Chủ đầu tư giữ 03 bản và Nhà thầu giữ 02 bản.*

**LEGAL REPRESENTATIVE OF  
CONTRACTOR**  
**ĐẠI DIỆN THEO PHÁP LUẬT CỦA  
NHÀ THẦU**

**LEGAL REPRESENTATIVE OF  
EMPLOYER**  
**ĐẠI DIỆN THEO PHÁP LUẬT CỦA  
CHỦ ĐẦU TƯ**

**Mr. A**  
**Managing Director & CEO**  
**Ông A**  
**Giám đốc điều hành & CEO**

**Mr. Nguyen Quoc Trung**  
**Vice President**  
**Ông Nguyễn Quốc Trung**  
**Phó Tổng Giám đốc**

**PERFORMANCE SECURITY <sup>(1)</sup>**

[Location]\_\_\_\_,[date]\_\_\_\_

To: \_\_\_\_ [insert the Employer's name]  
 (hereinafter referred to as the Employer)

At the request of the Contractor [insert name of Contractor] (hereinafter referred to as Contractor) has been the successful Bidder of the procurement \_\_\_\_ [the procurement's name] and commit to enter into contract of good supply for the aforesaid procurement (hereinafter referred to as contract); <sup>(2)</sup>

According to the Request for Proposal (or contract), the Contractor must give a Performance security issued by a bank with a given amount to ensure the their duties and obligations in the performance of the contract;

We, \_\_\_\_ [insert name of the bank], locates in \_\_\_\_ [insert name of country or territory], have registered headquarters at \_\_\_\_ [the bank's address] <sup>(3)</sup> (hereinafter referred to as "Bank"), to undertake to guarantee the performance of the contract by the Contractor with an amount of \_\_\_\_ [insert equivalent value in figures and words and currency as specified in GCC Section 6.1 of the Invitation for Bid]. We hereby unconditionally and irrevocably under take to pay you any sum(s) not exceeding \_\_\_\_ [insert amount(s) in figures and words] upon receipt by us of your first demand in writing declaring the Contractor to be in default within the valid term of the performance security.

This guarantee comes into effect from the issue date until \_\_\_\_ [date] <sup>(4)</sup>.

Legal representative of Bank  
 [Full name, position, signature and seal]

## Notes:

(1) Only applicable if the performance security is issued by a credit institution or a branch of foreign bank established under Vietnamese law.

(2) If the bank (guarantor) requests the signed Contract before issuing the Performance Security, the Employer shall notify the Employer. In this case, the corresponding paragraph may be corrected as follows:

“At the request of the Contractor [insert name of Contractor] (hereinafter referred to as Contractor) has been the successful Bidder of the procurement \_\_\_\_ [the procurement's name] and has signed the contract number \_\_\_\_ [number of the contract] \_\_\_\_ [date] (hereinafter referred to as Contract).”

(3) Address of bank: specifying address, phone number, fax, email address.

(4) Time limit in conformity with SCC 6.1.