

**THE SOCIALIST REPUBLIC OF VIETNAM**  
**Independence – Freedom – Happiness**  
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## **BIDDING DOCUMENTS CONSULTING SERVICE**

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| <b>NAME</b>           | <b>:</b> | <b>CONSULTING SERVICES FOR DEVELOPING A BUSINESS PLAN FOR THE CLIMATE LEARNING CENTER</b>      |
| <b>PROJECT</b>        | <b>:</b> | <b>LEARNING CENTER FOR ZERO EMISSION AND CLIMATE RESILIENCE IN NORTHERN VIETNAM (LEARN-VN)</b> |
| <b>INVITING PARTY</b> | <b>:</b> | <b>INSTITUTE OF FORESTRY AND SUSTAINABLE DEVELOPMENT</b>                                       |
| <b>LOCATION</b>       | <b>:</b> | <b>THAI NGUYEN</b>   |

**Thai Nguyen, 2025**

## BIDDING DOCUMENTS

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| <b>Code:</b>                            | <b>03 (KHLCNT)</b>   |
| <b>Name:</b>                            | CONSULTING SERVICES FOR<br>DEVELOPING A BUSINESS PLAN FOR THE<br>CLIMATE LEARNING CENTER   |
| <b>Project:</b>                         | Learning Center for Zero Emission and Climate<br>Resilience in Northern Vietnam (LEARN-VN) |
| <b>Issuing date:</b>                    | <b>21/01/2025</b>  |
| <b>Issue based on the<br/>Decision:</b> | 16/QD-VLN&PTBV, 15 Jan., 2025  |

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## **SUMMARY DESCRIPTION**

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

- **Chapter I. Instructions to Bidders**

This chapter provides information to assist bidders in preparing their bids. It includes provisions for bid preparation, submission, bid opening, evaluation, and contract award. The provisions in this chapter must be used as-is without modification.

- **Chapter II. Bid Data Sheet**

This chapter specifies the details of Chapter I as they apply to individual bidding packages.

- **Chapter III. Bid Evaluation Criteria**

This chapter includes the criteria for bid evaluation, specifically:

- **Section 1:** Assessment of the validity of bids;
- **Section 2:** Technical evaluation criteria;
- **Section 3:** Financial evaluation criteria.

- **Chapter IV. Bidding and Proposal Forms**

This chapter contains the forms for bidding and proposal submission that must be completed by both the Employer and the Bidder as part of the Bidding Documents (BD) and Bidding Proposal (BP).

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

- **Chapter V. Terms of Reference**

This chapter introduces the bidding package, scope of work, reporting requirements, implementation timeline, bidder's qualifications and personnel requirements, and the responsibilities of the Employer.

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

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

This chapter includes the general terms and conditions that apply uniformly to all consulting service contracts.

- **Chapter VII. Specific Conditions of Contract**

This chapter contains the contract data and specific conditions tailored for

each contract. These specific conditions clarify and supplement, but do not replace, the General Conditions of Contract.

- **Chapter VIII. Contract Forms**

This chapter includes the contract forms that, once completed, will constitute part of the contract.

**ABBREVIATIONS**

|                          |   |
|--------------------------|---|
| ITC                      | Instruction to Bidders  |
| BDS                      | Bid Data Sheet  |
| GCC                      | General Conditions of Contract  |
| SCC                      | Specific Conditions of Contract   |
| BD                       | Bidding documents issued by the bid inviting agency   |
| Bid                      | Bid documents to be submitted by the bidders  |
| Bidding law              | Bidding Law No. 22/2023/QH15  |
| Decree No. 24/2024/ND-CP | Decree No. 24/2024/ND-CP dated 27/2/2024 of the Government detailing a number of articles and measures to implement the Bidding Law on contractor selection |
| VND                      | Vietnam Dong  |

## INVITATION FOR BIDS

*Thai Nguyen, 21 January, 2025*

The Institute of Forestry and Sustainable Development, under Thai Nguyen University of Agriculture and Forestry (IFS), has received a grant from Bread for the World (BftW) and the International Centre for Research in Agroforestry (ICRAF) to implement the **Learning Center for Zero Emission and Climate Resilience in Northern Vietnam (LEARN-VN) (LEARN-VN Project)**. A portion of this grant is intended to fund the contract for the package **Consulting Services for Developing a Business Plan for the Climate Learning Center under the LEARN-VN Project**.

IFS invites eligible and qualified consultants to participate in the bidding process for the aforementioned package with the following details:

1. **Package Code:** 03
2. **Package Name:** Consulting Services for Developing a Business Plan for the Climate Learning Center
3. **Package Type:** Consulting Services
4. **Main Scope of Work:** Conduct surveys, collect information, evaluate the market, and develop a Business Plan for the Climate Learning Center
5. **Funding Source:** Grant Aid
6. **Investor:** Institute of Forestry and Sustainable Development
7. **Procuring Entity:** Institute of Forestry and Sustainable Development
8. **Procurement Method:** International Competitive Bidding
9. **Selection Process:** Single-Stage, Two-Envelope Procedure
10. **Contract Duration:** 3 months
11. **Issuance Period for Bidding Documents:** From 14h00 on 21 Jan., 2025 to before 14h00 on 19 Feb., 2025.
12. **Location for Document Sale:**

- Institute of Forestry and Sustainable Development  
Address: Thai Nguyen University of Agriculture and Forestry, Quyet Thang  
Commune, Thai Nguyen City, Thai Nguyen Province  
- Contact Person:

**Contact Person 1r:** Mr Bui Tuan Tuan (+ 84) 989905096/ email:  
[Tuanbui.ifs@gmail.com](mailto:Tuanbui.ifs@gmail.com).

**Contact Person 2:** Ms. Vi Thi Thi (+84) 976974560/ email:  
Thithivi.90@gmail.com

13. **Cost of Bidding Documents:** 0 VND

14. **Bid Submission Deadline:** 14h00 on 19 Feb., 2025.

15. **Bid Opening Time (Technical Proposal):** 14h00 on 19 Feb., 2025.

16. Representatives of all bidders submitting proposals are cordially invited to attend the bid opening ceremony at the time and location specified above.

Sincerely,

**Institute of Forestry and Sustainable Development**



**Part 1. BIDDING PROCEDURES**  
**Chapter I. INSTRUCTIONS TO BIDDERS**

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| <b>1. Scope of Bidding Package</b> | <p>1.1. The investor specified in the BDS issues this set of bidding documents to select contractors to implement the consulting service bidding package under the one-stage, two-envelope method.</p> <p>1.2. The name of the bidding package, project/procurement estimate is specified in the BDS.</p>  |
| <b>2.Explanation of Terms</b>      | <p>2.1. The closing time for bidding is the deadline for receiving bidding documents and is specified in the Invitation for Bids.</p> <p>2.2. The day is the calendar day, including weekends, holidays, and Tet holidays according to the provisions of the law on labor.</p>   |
| <b>3. Funding Sources</b>          | <p>The source of capital for the bidding package is specified in the BDS</p>   |
| <b>4. Prohibited</b>               | <p>4.1. Giving, receiving, or brokering bribes.</p> <p>4.2. Taking advantage of one's position and power to influence or illegally interfere in bidding activities in any form.</p> <p>4.3. Bid collusion includes the following acts:</p> <ul style="list-style-type: none"> <li>a) Arranging, agreeing, or forcing one or more parties to prepare bids or withdrawing bids so that one party wins the bid;</li> <li>b) Arranging or agreeing to refuse to provide goods or services, not signing subcontracts or making other agreements to limit competition so that one party wins the bid;</li> <li>c) A capable and experienced bidder has participated in the bid and met the requirements of the Bidding Documents but intentionally fails to provide documents to prove its capacity and experience when requested by the Inviting Party to clarify the bid or when requested to compare documents in order to facilitate one party to win the bid.</li> </ul> <p>4.4. Fraud includes the following acts:</p> <ul style="list-style-type: none"> <li>a) Falsifying or falsifying information, records and documents in the bidding;</li> <li>b) Intentionally providing dishonest and non-objective information and documents in the Bids in order to distort the results of the contractor selection.</li> </ul> <p>4.5. Obstruction includes the following acts:</p> <ul style="list-style-type: none"> <li>a) Destroying, deceiving, changing, concealing evidence or reporting</li> </ul> |

falsely; Threatening or suggesting to any party to prevent the clarification of acts of giving, receiving, brokering bribes, fraud or colluding with competent authorities, competent authorities on supervision, inspection, examination and auditing;

b) Obstructing competent persons, investors, bidding parties, contractors in selecting contractors;

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

d) Deliberately making false complaints, denunciations and recommendations to obstruct bidding activities;

dd) Violating the law on network safety and security to interfere with and obstruct online bidding.

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

a) Participating in bidding as a bidder for a bidding package for which one is the bidding invitation party, investor or performing the tasks of the bidding invitation party, investor not in accordance with the provisions of the Law on Bidding;

b) Participate in the preparation and appraisal of the Bidding Documents for the same bidding package;

c) Participate in the evaluation of the bids and the appraisal of the results of the selection of contractors for the same bidding package;

d) Individuals of the Inviting Party or the Investor directly participate in the process of selecting contractors or participate in the expert team, the team appraising the results of the selection of contractors or are the Competent Person, the head of the Investor or the Inviting Party for bidding packages whose names are used as bidders by a person with a family relationship as prescribed by the Law on Enterprises or who is the legal representative of the bidding contractor;

dd) Participate in bidding for a bidding package belonging to a project whose Investor or Inviting Party is the agency or organization where he/she worked and held a leadership or management position for a period of 12 months from the date of no longer working at that agency or organization;

e) The supervising consultant contractor also provides inspection consultancy for the bidding package supervised by that contractor;

g) Stating conditions in the Bidding Documents to limit the participation of bidders or to create advantages for one or several

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|                                     | <p>bidders, causing unfair competition, violating the provisions of Clause 3, Article 44 of the Bidding Law.</p> <p>4.7. Disclosing documents and information about the contractor selection process, except for the case of providing information as prescribed 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 93 of the Bidding Law, including:</p> <p>a) Bidding Documents content before the time of issuance as prescribed;</p> <p>b) Bidding Documents content; content of the Bidding Documents' request for clarification and the bidders' responses during the Bidding Documents evaluation process; Reports of the Inviting Party, reports of expert groups, appraisal reports, reports of consulting contractors, reports of relevant professional agencies during the process of selecting contractors; recorded documents, minutes of bid evaluation meetings, comments and assessments for each bids before being made public as prescribed;</p> <p>c) Results of contractor selection before being made public as prescribed;</p> <p>d) Other documents during the process of selecting contractors that are determined to contain state secrets as prescribed by law.</p> <p>4.8. Transfer of bids in the following cases:</p> <p>a) The contractor transfers to another contractor a part of the work in the bid package beyond the maximum value for the subcontractor and the volume of work for the special subcontractor stated in the contract;</p> <p>b) The contractor transfers to another contractor a part of the work in the bid package that does not exceed the maximum value of the work for the subcontractor stated in the contract but is outside the scope of work for the contractor</p> |
| <p><b>5. Bidder eligibility</b></p> | <p>5.1. The Bidder is an organization that meets all of the following conditions:</p> <p>a) Independent financial accounting;</p> <p>b) Not in the process of carrying out dissolution procedures or having its business registration certificate, cooperative registration certificate, cooperative union, or cooperative group revoked; not in a case of insolvency under the provisions of the law on bankruptcy;</p> <p>c) Ensuring competitiveness in bidding according to the provisions</p>   |

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|  | <p>of the Bidding Documents;</p> <p>d) Not in the period of being banned from participating in bidding according to the provisions of the Bidding Law;</p> <p>dd) Not being prosecuted for criminal liability.</p> <p>5.2. The Bidder is a business household that meets all of the following conditions:</p> <p>a) Having a business household registration certificate according to the provisions of law;</p> <p>b) Not in the process of ceasing operations or having its business household registration certificate revoked; the business household owner is not being prosecuted for criminal liability;</p> <p>c) Satisfy the conditions specified in Point c and Point d Section 5.1 of the Bidding Documents..</p>  |
| <p><b>6. Contents of the Bidding Documents</b></p> | <p>6.1. The Bidding Documents include: the Bidding Documents and Part 1, Part 2, Part 3 together with documents amending and clarifying the Bidding Documents as prescribed in Section 7 of the Bidding Documents (if any), including the following contents:</p> <p>Part 1. Bidding procedures:</p> <ul style="list-style-type: none"> <li>- Chapter I. Bidder instructions;</li> <li>- Chapter II. Bidding data sheet;</li> <li>- Chapter III. Bidding evaluation criteria;</li> <li>- Chapter IV. Bidding and bidding forms.</li> </ul> <p>Part 2. Terms of reference:</p> <ul style="list-style-type: none"> <li>- Chapter V. Terms of reference.</li> </ul> <p>Part 3. Contract conditions and Contract forms:</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 forms.</li> </ul> <p>6.2. The Investor is not responsible for the accuracy and completeness of the Bidding Documents, documents explaining and clarifying the Bidding Documents or documents amending the Bidding Documents as prescribed in Section 7 of the ITB if these documents are not provided by the Investor. The Bidding Documents issued by the Investor will be the basis for consideration and evaluation.</p> <p>6.3. The Bidder must study all information of the Bidding Documents, Bidding Documents including the contents of</p> |

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|   | <p>amendments, clarifications of the Bidding Documents, and minutes of the pre-bidding conference (if any) to prepare the Bidding Documents according to the requirements of the Bidding Documents accordingly.</p>   |
| <p><b>7. Amendments and clarifications of the Bidding Documents</b></p> | <p>7.1. In case of amendments to the Bidding Documents, the Inviting Party will notify the Bidding Documents amendments, send the contents of the Bidding Documents amendments and the amended Bidding Documents to the bidders who have received the Bidding Documents. Amendments to the Bidding Documents must be made at least 10 days before the bid closing date and ensure sufficient time for bidders to complete the Bidding Documents; in case of not ensuring sufficient time as stated above, the bid closing date must be extended.</p> <p>7.2. In case of needing to clarify the Bidding Documents, the Bidder must send a request for clarification to the Inviting Party at least 05 working days before the bid closing date for the Inviting Party to consider and process. The Inviting Party shall receive the clarification for consideration and clarification according to the Bidder's request and clarify it for the Bidders at least 02 working days before the bid closing date, describing the content of the clarification request but not naming the Bidder requesting the clarification. In case the clarification leads to the need to amend the Bidding Documents, the Investor shall amend the Bidding Documents according to the provisions in Section 7.1 of the ITB.</p> <p>7.3. If necessary, the Inviting Party shall organize a pre-bidding conference to discuss the contents of the Bidding Documents that the Bidders are unclear about according to the provisions in the BDS. The Inviting Party shall notify the Bidders receiving the Bidding Documents of the organization of the pre-bidding conference; All interested bidders are allowed to attend the pre-bid meeting without prior notice to the Inviting Party. The discussion between the Investor, the Inviting Party and the Bidder must be recorded in minutes and made into a document clarifying the Bidding Documents and sent to the bidders receiving the Bidding Documents within a maximum of 02 working days from the end date of the pre-bid meeting. The failure of the Bidder to attend the pre-bid meeting or to provide a certificate of attendance at the pre-bid meeting is not a reason to reject the Bidding Documents of the Bidder.</p> <p>7.4. In case the Bidding Documents need to be amended after the pre-bid meeting, the Investor shall amend the Bidding Documents in accordance with the provisions of Section 7.1 of the ITB. The minutes</p> |

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|   | of the pre-bid meeting are not a document amending the Bidding Documents.   |
| <b>8. Bidding costs</b>                           | The Bidding Documents are issued within the time specified in the ITB. The Bidder shall bear all costs related to the bidding process. In any case, the Investor shall not be responsible for the costs related to the bidder's participation in the bidding.   |
| <b>9. Language of the Bids</b>                    | The Bids as well as all documents and materials related to the Bids shall be written in Vietnamese or English with a Vietnamese translation attached. Supplementary documents in the Bids may be written in another language and accompanied by a Vietnamese translation. In case of lack of translation, the Inviting Party may request the Bidder to send additional documents (if necessary)   |
| <b>10. Components of the Bids</b>                 | <p>The Bids include the Technical Proposal and the Financial Proposal:</p> <p>10.1. The Technical Proposal include the following components:</p> <ul style="list-style-type: none"> <li>- Bidding Form in the Technical Proposal as prescribed in Section 11 of the ITB;</li> <li>- Joint Venture Agreement according to Form No. 03 of Chapter IV (for joint venture contractors);</li> <li>- Technical Proposal as prescribed in Section 14 of the ITB and the Forms in Chapter IV;</li> </ul> <p>10.2. The Financial Proposal includes the following components:</p> <ul style="list-style-type: none"> <li>- Bidding form in the Financial Proposal as prescribed in Section 11 of the ITB;</li> <li>- Financial proposals and tables are fully filled in with information as prescribed in Section 11 of the ITB and Section 12 of the ITB.</li> </ul> <p>10.3. Other contents as prescribed in the Bidding Documents.</p> |
| <b>11. Formats of Bids and Signatures in Bids</b> | <p>11.1. Formats of the Bids</p> <ul style="list-style-type: none"> <li>- The Bidder must prepare one original and 02 copies of the Technical Proposal and Financial Proposal, the original is marked "ORIGINAL" and all copies will be marked "COPIES".</li> <li>- The original and all copies of the Technical Proposal must be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL", [Name of the Bidding Package], [Bidding Package Number], [Name and Address of the Bidder], and with the warning line "DO NOT OPEN BEFORE 14h00 on 19 Feb., 2025".</li> <li>- Similarly, the original of the Financial Proposal and its copies must be placed in a separate sealed envelope clearly marked "FINANCIAL PROPOSAL", [bid package number], [name and address of the bidder], and have the warning line "DO NOT OPEN</li> </ul>  |

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|  | <p>WITH TECHNICAL PROPOSAL”.</p> <ul style="list-style-type: none"> <li>- The envelopes containing the Technical Proposal and the Financial Proposal will be placed in an outer envelope and sealed. The outer envelope will be addressed to the Inviting Party and the submission address, the bid package number, the bid package name, the name and address of the Bidder and must clearly state “DO NOT OPEN BEFORE 14h00 on 19 Feb., 2025.</li> <li>- If the envelopes containing the Bidding Documents are not sealed and marked as required, the Inviting Party will not be responsible for the Bidding Documents being lost or opened in advance.</li> <li>- The Bids and their amendments (if any) must be sent to the address of the Inviting Party and received by the Inviting Party before the deadline for submission of Bids, or according to the appropriate extension period. Any Bids or their amendments received by the Inviting Party after the deadline shall be declared late and rejected, and shall be returned unopened.</li> <li>- The Bidder shall be responsible for the accuracy and conformity between the original and the photocopy. In case of any discrepancy between the original and the photocopy, the original shall be used for evaluation.</li> </ul> <p>11.2. All components specified in Section 10 of Chapter I must be signed by the legal representative of the Bidder. In case of a joint venture, the Bids must be signed by the legal representatives of all members of the joint venture or the member representing the joint venture as assigned in the joint venture agreement.</p> <p>11.3. Any words added, inserted between lines, erased or overwritten will only be considered valid if there is a signature next to or on that page of the person signing the bid.</p> |
| <p><b>12. Bid price and discount</b></p>       | <p>12.1. The bid price is the price offered by the bidder in the bid form of the Financial Proposal (excluding discounts), including all costs to implement the bid package.</p> <p>In case the bidder proposes a discount, the discount percentage shall be recorded in the bid form. This discount value is understood as a proportional reduction for all items listed in the Cost Summary Table.</p> <p>12.2. The analysis of the cost of remuneration for experts shall be carried out in accordance with the provisions of the BDS.</p>  |
| <p><b>13. Bidding currency and payment</b></p> | <p>Bidding currency and payment currency is VND.</p>   |

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| <b>currency</b>                                    |  |
| <b>14. Technical proposal</b>                      | <p>14.1. The technical proposal must not include any financial information. If the technical proposal of the bidder contains important financial information, the bidder shall be responsible for any disadvantages caused by the disclosure of financial information in the technical proposal (if any).</p> <p>14.2. The bidder shall not propose other options for key personnel. Only one expert resume shall be proposed for each key personnel position.</p> <p>14.3. For bid packages applying time-based contracts, if the Bidding Documents require, the bidder shall propose the working time of the key personnel not shorter than the time specified in the BDS.</p> <p>14.4. In case the bid package has applied the invitation for expression of interest, if there is a change in the bidder's capacity and experience when submitting the bid and when participating in the expression of interest, the bidder must update its capacity and experience</p> |
| <b>15. Validity period of Bids</b>                 | <p>15.1. The bid shall be valid for no shorter than the period specified in the BDS.</p> <p>15.2. If necessary, before the expiry of the validity period of the Bids, the Inviting Party may request bidders to extend the validity of the Bids. If the bidder does not accept the extension of the validity period of the Bids, the bidder's Bids will not be considered further. The bidder who accepts the request for extension of the Bids is not allowed to change any content of the Bids. The request for extension and acceptance or disapproval of the extension shall be made in writing</p>  |
| <b>16. Bid closing time</b>                        | <p>16.1. The bid closing time is the time specified in the Bidding Documents.</p> <p>16.2. The Investor may extend the bid closing time by amending the Bidding Documents. When extending the bid closing time, all responsibilities of the Investor and the bidder according to the previous bid closing time will be changed according to the newly extended bid closing time.</p>   |
| <b>17. Submission, withdrawal and amendment of</b> | <p>17.1. Submission of Bids: The Bidder shall only submit one set of Bid. In case of a joint venture, the head of the joint venture (according to the agreement in the joint venture) shall submit the Bid on behalf of the joint venture after receiving approval from all members of the joint venture.</p>  |



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| <b>Bids</b>                        | <p>17.2. Amendment and re-submission of Bids: In case of amendment of the submitted Bid, the Bidder must send a written amendment of the Bid before the closing time. In case the Bidder re-submits the Bid, the Bidder must withdraw all previously submitted Bid and re-submit the Bid before the closing time.</p> <p>17.3. Withdrawal of Bid: The Bidder may withdraw the Bid before the closing time. In case of withdrawal of Bid after the closing time and during the validity period of the Bid, the Bidder shall be assessed as not having ensured the credibility when participating in the bidding and shall not be further evaluated.</p> <p>17.4. After the closing time, all Bids submitted on time shall be opened for evaluation</p>  |
| <b>18. Open Technical Proposal</b> | <p>18.1. The Inviting Party must open the Technical Proposal and publicly announce the minutes of opening the Technical Proposal within no more than 02 hours from the closing time of bidding. In case 01 or 02 bidders submit the Technical Proposal, the Inviting Party shall report to the Investor for consideration and handling of the situation in accordance with the provisions of Clause 5, Article 131 of Decree No. 24/2024/ND-CP dated February 27, 2024 of the Government detailing a number of articles and measures for implementing the Law on Bidding on contractor selection. In case no bidder submits the Technical Proposal, the Inviting Party shall report to the Investor for consideration of extending the closing time of bidding or reorganizing the contractor selection (cancel this TBT and post a new TBT) in accordance with the provisions of Clause 4, Article 131 of Decree No. 24/2024/ND-CP.</p> <p>18.2. The minutes of opening the technical proposal are sent to all bidders submitting the technical proposal, including the following main contents:</p> <p>a) Information about the bidding package:</p> <ul style="list-style-type: none"> <li>- Invitation for Bids number;</li> <li>- Name of the bidding package;</li> <li>- Name of the investor;</li> <li>- Form of contractor selection;</li> <li>- Type of contract;</li> <li>- Time of completion of the bidding opening;</li> <li>- Total number of participating bidders.</li> </ul> <p>b) Information about participating bidders:</p> |

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|  | <ul style="list-style-type: none"> <li>- Name of bidder;</li> <li>- Effective period of the technical proposal;</li> <li>- Time of implementation of the bidding package;</li> <li>- Other relevant information (if any)</li> </ul>  |
| <p><b>19. evaluation of Technical Proposal</b></p> | <p>19.1. The Inviting Party shall apply the evaluation method prescribed in the BDS to evaluate the Technical Proposal.</p> <p>19.2. The Technical Proposal evaluation process is as follows:</p> <p>a) Step 1: Evaluate the validity as prescribed in Section 1, Chapter III:</p> <ul style="list-style-type: none"> <li>- Evaluate based on the contractor's commitment in the bid for the following contents:</li> <li>+ The contractor's eligibility;</li> <li>+ Within 03 years prior to the closing date of bidding, the contractor has no personnel (signing a labor contract with the contractor at the time the personnel commits the violation) who has been convicted by the Court of violating the bidding regulations causing serious consequences according to the provisions of the criminal law with the aim of allowing that contractor to win the bid.</li> </ul> <p>In case the expert team discovers that the contractor has made a dishonest commitment leading to a distortion of the contractor selection results, the contractor will be considered to have committed fraud in bidding.</p> <ul style="list-style-type: none"> <li>- Assess the validity of the joint venture agreement (in case of a joint venture).</li> <li>- The content of the contractor's tax declaration and payment obligations is assessed based on the information declared in the Bids and the contractor must attach documents to prove it when submitting the Bids.</li> <li>- The contractor is assessed as meeting all the contents of validity and will be transferred to technical assessment.</li> </ul> <p>b) Step 2: The expert team evaluates the technical assessment according to the provisions in Section 2, Chapter III:</p> <ul style="list-style-type: none"> <li>- For the assessment of similar contracts, the expert team will base on the information declared by the contractor in the documents attached to the Bid to assess. In case the contractor does not declare similar contract information or the similar contract information declared in the documents attached to the Bid does not meet the requirements of the Bidding Documents, the Inviting Party shall request the contractor to clarify and supplement another contract that meets the requirements of</li> </ul> |

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|   | <p>the Bidding Documents within a suitable period of time but not less than 03 working days.</p> <ul style="list-style-type: none"> <li>- For the content of solutions and methodology: The expert team evaluates based on the technical proposal submitted by the contractor.</li> <li>- For the content of key personnel: The expert team evaluates based on the personnel information declared in the technical proposal and in the attached documents. For a key personnel position, if the technical proposal exceeds or falls short of the quantity required by the bidding documents, it does not meet the technical requirements.</li> <li>- For the bidding package applying the lowest price method or the combined method of technical and price, the bidder meeting the technical requirements will have the technical proposal opened for evaluation according to the provisions of Section 20 of the ITB and Section 21 of the ITB.</li> <li>- For the bidding package applying the method based on technique: the bidder with the highest technical score will have the technical proposal opened according to the provisions of Section 20 of the ITB for negotiation according to the provisions of Section 27 of the ITB.</li> <li>- The bidder whose technical proposal does not meet the technical requirements will not have the technical proposal opened for evaluation. - The Inviting Party will notify the list of contractors meeting the technical requirements to all contractors submitting the Bids.</li> </ul> |
| <p><b>20. Open Financial Proposal</b></p> | <p>20.1. The Financial Proposal of the bidders whose names are on the list of bidders who meet the technical requirements or the bidders with the highest technical score (for the technical method) will be opened publicly by the Inviting Party.</p> <p>20.2. The Bidding Documents Opening Minutes will be sent to all bidders who submit their Bidding Documents, including the following main contents:</p> <p>a) Information about the bidding package:</p> <ul style="list-style-type: none"> <li>- Invitation for Bids number;</li> <li>- Bidding package name;</li> <li>- Investor name;</li> <li>- Bidding opening method;</li> <li>- Bidding completion time;</li> </ul> <p>b) Information about bidders whose Financial Proposals are opened:</p> <ul style="list-style-type: none"> <li>- Bidder name;</li> </ul>  |

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|   | <ul style="list-style-type: none"> <li>- Bidding price;</li> <li>- Discount percentage (if any);</li> <li>- Bidding price after discount (if any)</li> <li>- Technical score of bidders who pass the technical evaluation step, technical score of the first ranked bidder for the technical method;</li> <li>- Effective period of the Financial Proposal;</li> <li>- Other relevant information (if any).</li> </ul>   |
| <b>21. Financial Proposal Evaluation and Bidder Ranking</b> | <p>21.1. Evaluation of the Financial Proposal according to the provisions in Section 3, Chapter III;</p> <p>21.2. After evaluating the price, the Inviting Party shall make a list of ranked bidders. The first ranked bidder shall be invited to negotiate the contract according to the provisions in Section 27 of the ITB. In case the negotiation is unsuccessful, the Inviting Party shall report to the investor for consideration and decision to invite the next ranked bidder to negotiate the contract. In case a bidder passes the price evaluation step, it is not necessary to rank the bidder. The ranking of bidders shall be carried out according to the provisions in the BDS</p>   |
| <b>22. Security</b>   | <p>22.1. Information related to the evaluation of the Financial Proposal and the proposal for contract award must be kept confidential and must not be disclosed to bidders or any person not officially involved in the bidder selection process until the results of the bidder selection are announced. In no case shall any information in the Bids of this Bidder be disclosed to another Bidder, except for information disclosed in the Bids Opening Minutes.</p> <p>22.2. Except for the clarification of Bids Documents and contract negotiations, Bidders are not allowed to contact the Investor or the Inviting Party on matters related to their Bids and other matters related to the bidding package during the period from the Bid Opening to the announcement of the Bidder Selection Results</p> |
| <b>23. Clarification of Bids</b>                            | <p>23.1. After the Bidding Opening, Bidders are responsible for clarifying the Bids at the request of the Inviting Party, including the eligibility, capacity, experience, tax declaration and payment obligations, and documents on specific personnel proposed in the Bids of the Bidder. Regarding the content on eligibility, the clarification must ensure the principle of not changing the nature of the Bidder participating in the bidding. For the contents of the validity of the Bids (except for the contents of the eligibility), technical and financial proposals, the clarification must ensure the principle of not changing the basic content of the submitted Bids, not</p>  |

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|  | <p>changing the bid price.</p> <p>23.2. During the evaluation process, the clarification of the Bids between the Bidder and the Inviting Party shall be carried out in writing.</p> <p>23.3. The clarification of the Bids shall only be carried out between the Inviting Party and the Bidder whose Bids need to be clarified. For the clarification contents that directly affect the evaluation of the eligibility, technical and financial qualifications, if the deadline for clarification has passed and the Bidder has not clarified or has clarified but does not meet the clarification requirements of the Inviting Party, the Inviting Party shall evaluate the Bids of the Bidder according to the Bidding Documents submitted before the bid closing time. The Inviting Party shall give the Bidder a reasonable period of time but not less than 03 working days for the Bidder to clarify the Bids.</p> <p>23.4. In case the Bidding Documents require commitments, principle contracts for equipment rental, warranty, maintenance, but the Bids do not attach these documents, the Inviting Party shall request the Bidder to clarify the Bids and supplement the documents within a suitable period of time but not less than 03 working days to serve as a basis for evaluating the Bids.</p> <p>23.5. The Bidder cannot clarify the Bid after the closing time.</p> <p>23.6. In case there is any inconsistency in the content of the Bid or unclear content, the Inviting Party shall request the Bidder to clarify on the basis of compliance with the provisions in Section 23.1 of the Bidding Documents.</p> <p>23.7. In case there is any doubt about the authenticity of the documents provided by the Bidder, the Investor and the Inviting Party shall verify with organizations and individuals related to the content of the documents</p> |
| <p><b>24. Correction for contract type deviation over time</b></p> | <p>24.1. Error correction does not apply to lump sum contracts, fixed unit price contracts, and adjustable unit price contracts. The bid price proposed by the bidder in the bid form in the Financial Proposal is considered to include all necessary costs to implement the bid package according to the scope of work stated in the HSMT.</p> <p>24.2. For time-based contracts, in case there is a difference between the technical proposal and the financial proposal regarding the number of personnel participating in the bid package, the number of working days, the quantity in each item of non-salary costs, the quantity in other</p>   |

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|  | <p>input factors offered in the technical proposal and the financial proposal, the quantity in the technical proposal shall be the basis for error correction and error correction. Error correction in this case shall be carried out according to the quantity and volume stated in the technical proposal with the unit price stated in the financial proposal.</p>   |
| <p><b>25. Incentives in contractor selection</b></p> | <p>25.1. In case after evaluation, there are many bidders who are evaluated as the best and equal, the following order of priority shall be applied until the winning bidder is selected:</p> <ul style="list-style-type: none"> <li>a) Award the bid to a small and medium-sized enterprise owned by women in accordance with the provisions of the law on support for small and medium-sized enterprises (if any);</li> <li>b) Award the bid to the bidder with a higher technical score or with fewer acceptable technical evaluation criteria for the case of a bid package applying the lowest price method; award the bid to the bidder with a bid price after correction of errors, adjustment of deviations, minus the discount value (if any) lower for the bid package applying the combined method of technical and price;</li> <li>c) Award the bid to a bidder whose headquarters is in the locality where the bid package is implemented;</li> <li>d) Award the bid to a bidder that employs 25% or more of war invalids and disabled workers with a labor contract with a contract performance period of 03 months or more, which is still valid at the time of bid closing;</li> <li>d) Awarding the bid to a contractor that employs 25% or more ethnic minority workers with a labor contract with a contract duration of 03 months or more, which is still valid at the time of bid closing;</li> <li>e) Awarding the bid to a contractor that employs 25% or more female workers with a labor contract with a contract duration of 03 months or more, which is still valid at the time of bid closing;</li> <li>g) Allowing these contractors to re-bid to select the contractor with the lowest bid. The contractor must not re-bid higher than the bid price after correcting errors, adjusting deviations, and deducting the discount value (if any). Re-bidding shall be carried out in accordance with the provisions of Point a, Clause 8, Article 131 of Decree No. 24/2024/ND-CP;</li> </ul> <p>25.2. In case of preferential treatment as stated in Section 25.1 of the ITC, the Bidder must attach supporting documents in the Bid</p> |
| <p><b>26. Sub-contractor</b></p>                     | <p>26.1. A subcontractor is an organization or individual that signs a contract with a contractor to participate in the implementation of one or</p>   |

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|  | <p>several work items of the bid package. The contractor must declare the subcontractor and the work items for the subcontractor according to Form No. 10, Chapter IV. In case at the time of bidding, the subcontractor has not been identified, the expected work items for the subcontractor must be declared.</p> <p>26.2. The use of a subcontractor will not change the responsibilities of the contractor. The contractor shall be responsible for the volume, quality, progress and other responsibilities for the work performed by the subcontractor. The capacity and experience of the subcontractor will not be considered when evaluating the contractor's Bid. The contractor himself must meet the capacity and experience criteria (not considering the capacity and experience of the subcontractor). The Contractor shall sign contracts with subcontractors in the list of subcontractors stated in the Bid or with subcontractors approved by the Investor to participate in the implementation of the bidding package work.</p> <p>26.3. The Contractor shall only use subcontractors to perform work with the total value for the subcontractor not exceeding the percentage (%) of the bid price of the Contractor as prescribed in the Bidding Documents. In the case of a joint venture, each member of the joint venture shall only use subcontractors not exceeding the percentage specified in this Section on the value of the work undertaken by that member of the joint venture in the joint venture agreement.</p> <p>26.4. A Contractor that transfers the bid as prescribed in Clause 8, Article 16 of the Law on Bidding shall be prohibited from participating in bidding activities as prescribed in Point b, Clause 1, Article 125 of Decree No. 24/2024/ND-CP.</p> <p>26.5. The contractor is not allowed to use a subcontractor that participates in providing consulting services for that bid package, including: preparing and appraising the request for expression of interest and bidding documents; evaluating the Expression of Interest and Bids; appraising the results of evaluation of expression of interest, results of contractor selection; project management consulting, contract management, and other consulting services whose work is directly related to the bid package.</p> |
| <p><b>27. Contract Negotiation</b></p> | <p>27.1. The contractor is invited to negotiate a contract but does not conduct or refuse to negotiate a contract within 05 working days from the date of receiving the notice of invitation to negotiate a contract or does not sign the contract negotiation minutes, except in cases of force majeure or if the contract negotiation does not meet the provisions of the bidding documents, the next ranked contractor is invited to negotiate a contract without having to re-rank the contractor. In case</p>   |

the contractor is found to have made dishonest declarations (including tax data updated by the contractor that is inconsistent with the data on the Electronic Tax System) leading to a distortion of the contractor selection results, the contractor will be considered to have committed fraud as prescribed in Section 4.4 of the ITB.

27.2. Contract negotiations must be based on the following bases:

- a) Bidding Document Evaluation Report;
- b) Bidding Document and documents clarifying Bidding Document (if any) of the contractor;
- c) Bidding Document including general conditions, specific conditions of the contract and documents clarifying and amending Bidding Document (if any).

27.3. Contract negotiation content:

- a) Negotiation includes discussion of terms of reference, proposed methodology, specific conditions of the contract and finalization of the “Description of Services” section of the contract provided that it does not significantly change the original scope of services according to the terms of reference or terms of the contract;
- b) Work plan and personnel arrangement;
- c) Progress;
- d) Resolve personnel changes (if any);
- dd) Arrange working conditions;
- e) Negotiate consulting service costs based on the requirements of the bid package and actual conditions, including clearly defining the taxes that the contractor must pay according to the provisions of tax law (if any), tax payment method (the contractor directly pays tax or the Investor retains an amount equivalent to the tax value to pay on behalf of the contractor according to the provisions of current law), tax payment value and other issues related to tax payment obligations must be specifically stated in the contract;
- g) Negotiate issues arising during the contractor selection process (if any) with the aim of completing the detailed contents of the bid package;
- h) Negotiate other necessary contents.

During the negotiation process, the contractor is not allowed to change the personnel proposed in the Bids, except in cases where the Bid evaluation time is longer than expected in the contractor selection plan or due to force majeure, the key personnel positions proposed by the contractor cannot participate in the contract implementation. In this



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|   | <p>case, the contractor is allowed to change other personnel but must ensure that the proposed replacement personnel have the same or higher qualifications, experience and capacity as the proposed personnel and the contractor is not allowed to change the bidding price.</p> <p>27.4. During the contract negotiation process, the negotiating parties shall complete the draft contract document; the contract conditions .</p> <p>27.5. In case the negotiation is unsuccessful, the Inviting Party shall report to the Investor for consideration and decision to invite the next ranked contractor to negotiate; in case the negotiation with the next ranked contractors is unsuccessful, the Inviting Party shall report to the Investor for consideration and decision to cancel the bidding according to the provisions in Point a, Section 29.1 of the ITC.</p> <p>27.6. In case the contractor cannot come to negotiate the contract directly with the Inviting Party for objective reasons or force majeure, the Inviting Party may consider and negotiate online.</p> <p>27.7. The Inviting Party shall send a notice inviting the contractor to negotiate. The notice inviting the contractor to negotiate must clearly state the location and appropriate time of negotiation to ensure that the contractor has enough time to prepare and come to negotiate as requested by the Inviting Party. .</p> |
| <p><b>28. Conditions for bid approval</b></p> | <p>A bidder is considered and recommended to win the bid when it meets all of the following conditions:</p> <p>28.1. Has a valid bidding document as prescribed in Section 1, Chapter III;</p> <p>28.2. Has a technical proposal that meets the requirements as prescribed in Section 2, Chapter III;</p> <p>28.3. Has the lowest bid price for the lowest price method; has the highest technical score for the technical-based method; has the highest total score for the combined technical and price method;</p> <p>28.4. Has a proposed winning bid price that does not exceed the bid package price as a basis for consideration of winning the bid as prescribed in the BDS</p>   |
| <p><b>29. Bid Cancellation</b></p>            | <p>29.1. Cases of bid cancellation include:</p> <p>a) All Bids do not meet the requirements of the bidding documents;</p> <p>b) Changes in the investment objectives and scope in the approved investment decision that change the workload and evaluation criteria stated in the bidding documents;</p> <p>c) The Bidding Documents do not comply with the provisions of the</p>   |

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|  | <p>Bidding Law and other relevant legal provisions, leading to the selected contractor not meeting the requirements to implement the bidding package;</p> <p>d) The winning bidder commits a prohibited act as prescribed in Article 16 of the Bidding Law;</p> <p>dd) Organizations and individuals other than the winning bidder commit a prohibited act as prescribed in Article 16 of the Bidding Law, leading to incorrect results of contractor selection.</p> <p>29.2. Organizations and individuals violating the provisions of the law on bidding, leading to bid cancellation as prescribed in Points c, d and dd, Section 29.1 of the ITC, must compensate the costs to the relevant parties and be handled in accordance with the provisions of law</p>   |
| <p><b>30. Notice of contractor selection results</b></p> | <p>30.1. The investor shall post the notice of contractor selection results on the National Bidding Network System, together with the Bid evaluation report, within 05 working days from the date of approval of the contractor selection results. The content of the notification of contractor selection results is as follows:</p> <p>a) Information on the bidding package:</p> <ul style="list-style-type: none"> <li>- Invitation for Bids number;</li> <li>- Name of the bidding package;</li> <li>- Approved bidding package price or estimate (if any);</li> <li>- Name of the Investor;</li> <li>- Form of contractor selection;</li> <li>- Type of contract.</li> </ul> <p>b) Information on the winning bidder:</p> <ul style="list-style-type: none"> <li>- Tax code;</li> <li>- Name of the bidder;</li> <li>- Bid price;</li> <li>- Bid price after discount (if any);</li> <li>- Technical score;</li> <li>- Winning bid price;</li> <li>- Package implementation time;</li> <li>- Contract implementation time.</li> </ul> <p>c) List of unselected bidders and summary of reasons for unselection of each bidder.</p> <p>30.2. In case of request for explanation of specific reasons for the bidder's unsuccess, the bidder shall send a request directly to the</p> |

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|   | <p>Investor. The Investor shall be responsible for responding to the bidder's request within 02 working days from the date of receipt of the bidder's request.</p> <p>30.3. In case of bid cancellation as prescribed in Point a, Section 29.1 of the ITC, the notice of contractor selection results must clearly state the reason for bid cancellation</p>  |
| <p><b>31. Optional Purchases</b></p>                              | <p>Before the contract expires, the Investor and the Contractor shall agree to purchase additional service volume of the bid package in addition to the volume stated in Chapter IV, provided that it does not exceed the ratio specified in the BDS and meets the provisions in Clause 8, Article 39 of the Law on Bidding. The additional purchased work must be similar to the work stated in the signed contract and has a unit price. This additional service volume shall not be used to evaluate the contractor's capacity and experience. For joint venture contractors, the division of responsibility for performing additional volume according to the additional purchase option shall be implemented according to the division of work ratio according to the signed contract, unless the parties have other agreements.</p> |
| <p><b>32. Notice of acceptance of HSDT and contract award</b></p> | <p>After the Investor posts the notice of contractor selection results, the Inviting Party shall send a notice of acceptance of the Bid and award of the contract, including the time for completion and signing of the contract as prescribed in Form No. 17, Chapter VIII to the winning bidder. The notice of acceptance of the Bid and award of the contract is part of the contract documents. In case the winning bidder fails to complete and sign the contract within the time limit stated in the notice of acceptance of the Bid and award of the contract, the bidder shall be disqualified. The time limit stated in the notice of acceptance of the Bid and award of the contract shall be calculated from the date the Inviting Party sends this notice of acceptance to the winning bidder</p>                             |
| <p><b>33. Finalize and sign the contract</b></p>                  | <p>Finalizing and signing the contract is carried out as follows:</p> <p>33.1. Finalizing the contract for signing the contract is based on the following:</p> <ul style="list-style-type: none"> <li>a) Draft contract;</li> <li>b) Contents that need to be finalized between the Inviting Party and the winning bidder;</li> <li>c) Approved results of contractor selection;</li> <li>d) Minutes of contract negotiation;</li> </ul>  |

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|  | <p>dd) Contents stated in the Bid and documents clarifying the Bid of the winning bidder (if any);</p> <p>e) Requirements stated in the Bidding Documents and documents clarifying and amending the Bidding Documents (if any).</p> <p>33.2. After receiving the notice of winning the bid, within the time limit specified in the BDS, the parties shall finalize and sign the contract. After the above deadline, if the contractor refuses to complete and sign the contract, the Inviting Party shall report to the Investor for consideration and decision to cancel the previous contractor selection result and decide to select the next ranked contractor to negotiate the contract according to the provisions of Section 27 of the ITB. In that case, the Inviting Party shall request the Bidder to extend the validity of the Bid, if necessary.</p> <p>33.3. In case the winning contractor refuses to complete and sign the contract without a valid reason, the Investor shall post information about the violating contractor on the National Bidding Network so that Investors and Inviting Parties have a basis to evaluate the reputation of the contractor in the next biddings.</p> <p>33.4. After completing the contract, the Investor and the contractor will sign the contract. At the time of signing the contract, the Bid of the selected contractor are still valid.</p> |
| <p><b>34. Resolving complaints in bidding</b></p>          | <p>34.1. When seeing that their legitimate rights and interests are affected, contractors, agencies and organizations are entitled to request the Competent Person and the Investor to review the issues in the contractor selection process and the contractor selection results according to the provisions of Articles 89, 90 and 91 of the Bidding Law.</p> <p>34.2. In case of making a recommendation to the Investor, contractors, agencies and organizations shall send the recommendation directly to the Investor. In case of making a recommendation to the Competent Person, contractors shall send the recommendation to the address specified in the Bidding Documents.</p>  |
| <p><b>35. Monitor the contractor selection process</b></p> | <p>When detecting acts or contents that are not in accordance with the provisions of the Bidding Law, contractors are responsible for notifying organizations and individuals performing the supervision task according to the provisions of the Bidding Documents.</p>  |

## Chapter II. BIDDING DATA SHEET

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| <b>CDNT 1.1</b>     | Name of Investor: Institute of Forestry and Sustainable Development  |
| <b>CDNT 1.2</b>     | <p>Name of package: Consulting on developing a business plan for a Climate Learning Center</p> <p>Name of project/procurement estimate: Project “Learning Center on Emission Neutrality and Climate Resilience in Northern Vietnam (LEARN-VN Project)”</p>   |
| <b>CDNT 3</b>       | Funding source: Non-refundable aid   |
| <b>CDNT 5.1 (c)</b> | <p>Ensuring competition in bidding according to the following regulations:</p> <ul style="list-style-type: none"> <li>- The participating bidder does not have shares or capital contributions of more than 30% with: Institute of Forestry and Sustainable Development; Address: Thai Nguyen University of Agriculture and Forestry, Quyet Thang Commune, Thai Nguyen City, Thai Nguyen Province</li> <li>- The participating bidder does not have shares or capital contributions with consulting contractors; does not have shares or capital contributions of more than 20% of another organization or individual with each party, specifically as follows: <ul style="list-style-type: none"> <li>+ Consulting on preparing HSMT: Thai Nguyen Construction Consulting and Trading Joint Stock Company; Address: Group 02, Gia Sang Ward, Thai Nguyen City, Thai Nguyen Province.</li> <li>+ Consulting on HSMT appraisal: Thai Giang Construction and Trading Services Company Limited; Address: Hong Thai Residential Area, Hoa Thuong Town, Dong Hy District, Thai Nguyen Province;</li> <li>+ Consulting on evaluating HSMT: Thai Nguyen Construction Consulting and Trading Joint Stock Company; Address: Group 02, Gia Sang Ward, Thai Nguyen City, Thai Nguyen Province.</li> <li>+ Consulting on the appraisal of contractor selection results: Thai Giang Construction and Trading Services Company Limited; Address: Hong Thai Residential Area, Hoa Thuong Town, Dong Hy District, Thai Nguyen Province;</li> </ul> </li> </ul> <p>The participating contractor must not belong to the same agency or organization directly managing the consulting contractor (mentioned above).</p> |

In case the contractor is a public service unit, the participating contractor must not belong to the same agency or organization directly managing the Investor or the Inviting Party, except in the case where the contractor is a public service unit under a state management agency with functions and tasks assigned in accordance with the nature of the bidding package of that state management agency.

- In case the contractor, investor, bid solicitor, or consulting contractor is a parent company, subsidiary, or member company of an economic group or state-owned corporation, they are allowed to participate in each other's bids according to the provisions of law: (i) The contractor is a member company or subsidiary of a group or state-owned corporation whose main production and business lines are consistent with the nature of the bid package of that group or state-owned corporation. (ii) The contractor is a parent company, subsidiary, or member company of an economic group or state-owned corporation whose products and services in the bid package are in the main production and business lines of the economic group or state-owned corporation and this bid package belongs to the subsidiary or member company.

- Public service units and enterprises with the same direct management agency and capital contribution when participating in each other's bid packages do not have to satisfy the regulations on legal independence and financial independence between the contractor and the investor or bid solicitor.

The ratio of shares and capital contributions between the parties is determined at the time of bidding and according to the ratio stated in the business registration certificate, establishment decision, and other documents of equivalent value.

In case the bidder participates in the bid as a joint venture or the consulting contractor is selected as a joint venture, the capital ownership ratio of other organizations and individuals in the joint venture is determined according to the following formula::

$$\text{capital ownership ratio} = \sum_{i=1}^n X_i \times Y_i$$

In which:

Xi: Is the capital ownership ratio of other organizations and individuals in the i-th joint venture member;

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|                  | <p><math>Y_i</math>: Is the percentage (%) of the work volume of the i-th joint venture member in the joint venture agreement;</p> <p><math>n</math>: Is the number of members participating in the joint venture..</p>  |
| <b>CDNT 7.3</b>  | Pre-bid conference: No   |
| <b>CDNT 7.7</b>  | Time to amend the Bidding Documents for simple consulting packages, consulting packages with a value of no more than VND 500 million or urgent consulting packages that need to be implemented immediately due to progress requirements: Not applicable.   |
| <b>CDNT 10.3</b> | <p>The Bidder must submit the following documents with the Bid:</p> <ul style="list-style-type: none"> <li>- All documents proving: validity; capacity, experience of documents as required by the Bidding Documents; documents to meet the requirements of the Bidding Documents and the Bidder's implementation measures. The Bidder must prepare the original documents for the Inviting Party to check, compare or clarify when requested by the Inviting Party. In case the Bidder refuses to provide the original documents or does not provide them within the time limit when requested by the Inviting Party, the documents will be considered invalid and will not be considered or evaluated.</li> <li>- During the bidding process, if deemed necessary, the Inviting Party has the right to request the Bidder to prove the existence and normal operation or prove the financial capacity of the enterprise. In that case, the Bidder must be responsible for explaining and submitting documents to prove the existence and normal operation of the Bidder, or prove the actual financial capacity for the Inviting Party to consider. If the bidder fails to meet the requirements of the inviting party, the bidder may be disqualified.</li> </ul> |
| <b>CDNT 12.2</b> | <p>Analysis of remuneration costs for experts:</p> <p>“The Bidder must analyze the remuneration costs for experts according to Form No. 12A, Chapter IV”.</p>  |
| <b>CDNT 14.3</b> | Proposed working time of key personnel: Not applicable   |
| <b>CDNT 15.1</b> | Effective period of the Bid: $\geq 90$ days from the date of closing of bids.  |
| <b>CDNT 19.1</b> | <p>Evaluation methods of the Bid are:</p> <ul style="list-style-type: none"> <li>a) Technical evaluation: Scoring;</li> <li>b) Price evaluation: Combined method of technical and price</li> </ul>   |
| <b>CDNT 21.2</b> | Ranking of bidders: the bidder with the highest total score is   |

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|                  | ranked first.  |
| <b>CDNT 26.3</b> | Maximum value for subcontractors: 0% of the bidder's bid price   |
| <b>CDNT 28.4</b> | Bid package price as a basis for bid approval: Including contingency costs for risk factors regarding work volume and price slippage that may occur during contract implementation corresponding to the risk management responsibility assigned to the contractor; in case of simple consulting packages, short implementation time, no risks or price slippage, the cost for risk factors and price slippage costs is calculated as 0 (VND)   |
| <b>CDNT 31</b>   | - Additional purchase option: Not applicable.  |
| <b>CDNT 33.2</b> | The parties shall complete and sign the contract within 10 days from the date of receipt of the bid winning notice.  |
| <b>CDNT 34.2</b> | <p>- Competent person: Institute of Forestry and Sustainable Development</p> <p>+ Address: Thai Nguyen University of Agriculture and Forestry, Quyet Thang Commune, Thai Nguyen City, Thai Nguyen Province; Phone: 02083854005</p> <p>+ E-mail: <a href="mailto:Tuanbui.ifs@gmail.com">Tuanbui.ifs@gmail.com</a>/ thithivi.90@gmail.com.</p> <p>- Standing unit assisting the Chairman of the Advisory Council: LEARN-VN Project Management Board; Address: Thai Nguyen University of Agriculture and Forestry, Quyet Thang Commune, Thai Nguyen City, Thai Nguyen Province; Phone: 02083854005.</p> <p>+ E-mail: <a href="mailto:Tuanbui.ifs@gmail.com">Tuanbui.ifs@gmail.com</a></p> |
| <b>CDNT 35</b>   | Address of organization or individual performing monitoring tasks: none  |



## **Chapter III. BIDDING EVALUATION STANDARDS**

### **Section 1. Evaluation of the validity of the Bid**

The Bid of the Bidder are considered valid when they fully satisfy the following contents:

1. The obligation to declare and pay taxes has been fulfilled.

In case the bid closing date is after the end of the fiscal year of the Bidder (year Y) and before or on the last day of the 3rd month from the end of year Y, the requirement to have fulfilled the obligation to declare and pay taxes applicable to the fiscal year before year Y (year Y-1) is required (For example: the bid closing date is March 20, 2024, the fiscal year of the Bidder ends on December 31, the Bidder must prove that it has fulfilled the obligation to declare and pay taxes for 2022);

2. In case of a joint venture, the joint venture agreement must clearly state the specific work content and the corresponding estimated value that each member of the joint venture will perform. The division of work in the consortium must be based on the work items stated in the terms of reference and technical proposal, and work items that are not included in these items must not be divided;

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

4. The contractor ensures the legal status as prescribed in Section 5 of the ITC;

5. Not in a state of suspension or termination of participation in the National Bidding Network;

6. Having sufficient operational capacity as prescribed by the laws governing the industry and sector (if any).

Contractors with valid Bid will be considered and evaluated in the next steps.

### **Section 2. Technical evaluation criteria**

2.1. The technical evaluation of each HSDT is carried out according to the scoring method, in which the maximum score must be specified for general and detailed standards; the minimum score must be specified for general and detailed standards of solutions and methodologies, and key personnel. For standards on the experience and capacity of the contractor, the nature of the bid package will determine whether or not to specify a minimum score for this general standard. The evaluation of similar contracts of joint venture contractors is based on the workload undertaken by each member of the joint venture. The technical evaluation criteria include the following contents:

Table 01

| Seq. | Standards   | Highest mark | Detailed score scale (if any)  | Minimum required score |
|------|---|--------------|--|------------------------|
| 1    | <b>Contractor's experience and capacity</b>   | <b>10</b>    |  | Not specified          |
| 1.1  | At least 5 years of experience in developing business plans, proven experience in marketing, knowledge of the topics and areas of activity relevant to the project, and strong familiarity with all relevant business and legal aspects in Vietnam. | 3            | <p>- 5 years of experience or more: 3 points</p> <p>- Less than 5 years of experience: 2.1 points</p> <p>- No years of experience: 0 points</p> <p>*Note:<br/>The Contractor must attach to the Bid the original or notarized or certified copies of the following documents as the basis for evaluation as follows:</p> <p>+ Similar contracts.</p> <p>+ Documents proving the contract has been completed such as: Minutes of acceptance or minutes of liquidation or VAT invoice or confirmation from the investor.</p> |                        |
| 1.2  | Experience in international cooperation.  | 2            | <p>- Experienced: 2 points</p> <p>- No experience: 0 points</p>  |                        |
| 1.3  | Must meet international and national standards for developing business plans  | 3            | <p>- Meets international and national standards: 3 points.</p> <p>- Does not meet international and national standards: 0 points.</p>  |                        |
| 1.4  | Experience in developing models for learning centers and/or businesses in the amusement park sector is an advantage.  | 2            | <p>- Experienced: 0.1 - 2 points.</p> <p>- No experience: 0 point.</p>   |                        |

|     |  |   |  |  |
|-----|--|---|--|--|
| 2   | <b>Contractor's reputation through bidding participation and contract performance results of the contractor</b>  | 5 |  |  |
| 2.1 | Contractor's reputation for contract performance: - All previous similar contracts ensuring quality and progress within the last 5 years (with attached commitment).   | 2 | - Contractor has a commitment to meet the above content: 2 points. - No commitment or commitment but does not meet the above content: 0 points.              |  |
| 2.2 | Contractor's reputation through participation in bidding:<br>- Contractor commits not to violate during the bidding process (with attached commitment):<br>+ Contractor does not conduct or refuses to compare documents, negotiate contracts (if any) during the validity period of the Bid, proposal documents when invited to compare documents, negotiate contracts (if any);<br>+ Contractor has compared documents, negotiated contracts (if any) but refuses or does not sign the contract negotiation minutes;<br>+ Contractor is selected to win the bid but does not conduct or refuses to complete the contract, framework agreement or does not sign the contract, | 3 | - Contractor has a commitment to meet the above requirements: 3 points.<br>- No commitment or commitment but does not meet the above requirements: 0 points. |  |

|          |   |           |   |             |
|----------|---|-----------|---|-------------|
|          | framework agreement;<br>+ Contractor has signed the framework agreement but does not conduct or refuses to complete the contract or does not sign the contract.   |           |   |             |
| <b>3</b> | <b>Solutions and methodology</b>  | <b>35</b> |   | <b>24,5</b> |
| 3.1      | Understanding the purpose and tasks of the bidding package stated in the terms of reference   | 7         | <p>- Clearly understand the purpose, characteristics, scope, and scale of the bid package stated in the terms of reference: 7 points</p> <p>- Have a basic but incomplete understanding of the purpose, characteristics, scope, and scale of the bid package stated in the terms of reference: 4.9 points</p> <p>- Have no understanding or have it but it is not appropriate: 0 points</p> | 4,9         |
| 3.2      | Approach and methodology  | 16        |   |             |
| 3.2.1    | The technical proposal includes tasks and implementation methods that are appropriate to the requirements of the bidding package.   | 8         | <p>+ Proposed Content is complete, detailed, and appropriate: 08 points.</p> <p>+ Proposed Content is appropriate but incomplete, incomplete, or not detailed: 5.6 points.</p> <p>+ No proposal or proposed but inappropriate: 0 points.</p>  | 5,6         |
| 3.2.2    | The methodology must demonstrate understanding of the laws, applicable standards, regulations and documents related to the development of the project's business plan, how to apply and apply the documents to the consulting on the development of the project's | 8         | <p>+ Proposed Content is complete, detailed, and appropriate: 08 points.</p> <p>+ Proposed Content is appropriate but incomplete, incomplete, or not detailed: 5.6 points.</p> <p>+ No proposal or proposed but inappropriate: 0 points</p>   | 5,6         |

|     |  |   |  |     |
|-----|--|---|--|-----|
|     | business plan. Understanding of investment scales and technical solutions to perform consulting work.  |   |  |     |
| 3.3 | Propose improvement initiatives to better perform the tasks to improve the effectiveness of the package implementation.  | 3 | <p>+ <i>Propose improvement initiatives to better perform the work to improve the effectiveness of the bid package, reasonable and feasible initiatives: 3 points.</i></p> <p>+ <i>Propose improvement initiatives, relatively reasonable and feasible initiatives: 2.1 points</i></p> <p>+ <i>No proposal: 0 points</i></p>                                   | 2,1 |
| 3.4 | Proposal presentation  | 2 | <p>+ The proposal is presented scientifically, logically, and easy to follow (in order according to the required items): 2 points.</p> <p>+ The proposal is presented basically (in order according to the required items but not in order): 1.4 points</p> <p>+ The presentation is unscientific and unreasonable (missing the required items): 0 points.</p> | 1,4 |
| 3.5 | Implementation plan: consistent with the methodology and terms of reference, with the progress of the package implementation. The rationality of the work charts, diagrams and personnel schedules and the rationality between the above contents. Assign responsibilities and authorities of each department and individual | 4 | <p>+ <i>Full and detailed implementation plan, suitable for the bid package: 4 points.</i></p> <p>+ <i>Basic implementation plan is reasonable, not detailed, suitable for the bid package: 2.8 points.</i></p> <p>+ <i>Inappropriate plan: 0 points</i></p>   | 2,8 |

|          |   |               |   |  |     |
|----------|---|---------------|---|--|-----|
|          | clearly, specifically and scientifically. |               |   |  |     |
| 3.6      | Staff arrangement                         | 3             | <p>+ Fully and reasonably arranged according to the requirements of the HSMT. Time and duration of mobilizing personnel are suitable for the progress and implementation plan: 3 points.</p> <p>+ Fully arranged but not reasonably arranged according to the requirements of the HSMT. Time and duration of mobilizing personnel are suitable for the progress and implementation plan: 2.1 points.</p> <p>+ No arrangement or arranged but the personnel do not meet the requirements: 0 points</p> | 2,1  |     |
| <b>4</b> | <b>Key staff</b>                          | <b>50</b>     |   | <b>35</b>  |     |
|          | <b>Position</b>                           | <b>Number</b> |   |  |     |
| 4.1      | Chief Consultant/<br>Project Manager      | 01            | 12  | <p>a. Bachelor's degree or higher in economics/finance/agriculture/forestry/climate change:<br/>+ PhD: 2 points<br/>+ Master's degree: 1.8 points<br/>+ Bachelor's degree: 1.4 points<br/>+ Degree below Bachelor's degree or not in the above major: 0 points.</p> <p>b. Work experience in related fields (calculated from the time the employee starts working to the time of bidding, with supporting documents attached).<br/>+ Experience <math>\geq</math> 7 years: 5 points.</p> | 8,4 |

|     |                          |   |    |  |     |
|-----|--------------------------|---|----|--|-----|
|     |                          |   |    | <ul style="list-style-type: none"> <li>+ Experience from 5 to &lt; 7 years: 3 points.</li> <li>+ Experience from 3 to &lt; 5 years: 2 points.</li> <li>+ Experience &lt; 3 years: 0 points.</li> </ul> <p>c. Has held the position of chief consultant/project manager in at least 02 investment projects in the field of production and business, in which experience in developing training center models and/or business in the field of amusement parks is an advantage.</p> <ul style="list-style-type: none"> <li>+ Has held the position of chief consultant/project manager in 02 projects: 5 points</li> <li>+ Has held the position of chief consultant/project manager in 01 project: 3 points</li> <li>+ Has not held the position of chief consultant/project manager in 01 project: 0 points.</li> </ul> |     |
| 4.2 | Research/Training Expert | 1 | 12 | <p>a. Bachelor's degree or higher in agriculture/forestry/climate change:</p> <ul style="list-style-type: none"> <li>+ PhD: 2 points</li> <li>+ Master's degree: 1.8 points</li> <li>+ Bachelor's degree: 1.4 points</li> <li>+ Degree below Bachelor's degree or not in the above major: 0 points.</li> </ul> <p>b. Work experience in related fields (calculated from the time the employee starts working to the time of bidding, with supporting documents attached).</p> <ul style="list-style-type: none"> <li>+ Experience <math>\geq</math> 7 years: 5</li> </ul>  | 8,4 |

|     |                        |   |    |   |   |
|-----|------------------------|---|----|---|---|
|     |                        |   |    | <p>points.</p> <ul style="list-style-type: none"> <li>+ Experience from 5 to &lt; 7 years: 3 points.</li> <li>+ Experience from 3 to &lt; 5 years: 2 points.</li> <li>+ Experience &lt; 3 years: 0 points.</li> </ul> <p>c. Has held the position of research/training expert in at least 02 investment projects in the field of production and business, in which experience in developing training center models and/or business in the field of amusement parks is an advantage.</p> <ul style="list-style-type: none"> <li>+ Has held the position of research/training expert in 02 projects: 5 points</li> <li>+ Has held the position of research/training expert in 01 project: 3 points</li> <li>+ Has not held the position of research/training expert in 01 project: 0 points.</li> </ul> |   |
| 4.3 | Market expert analysis | 1 | 10 | <p>a. Bachelor's degree or higher in economics/finance/agriculture/forestry/climate change:</p> <ul style="list-style-type: none"> <li>+ PhD: 2 points</li> <li>+ Master's degree: 1.8 points</li> <li>+ Bachelor's degree: 1.4 points</li> <li>+ Degree below Bachelor's degree or not in the above major: 0 points.</li> </ul> <p>b. Work experience in related fields (calculated from the time the employee starts working to the time of bidding, with supporting documents attached).</p>   | 7 |



|     |                |   |   |  |     |
|-----|----------------|---|---|--|-----|
|     |                |   |   | <ul style="list-style-type: none"> <li>+ Experience <math>\geq</math> 7 years: 4 points.</li> <li>+ Experience from 5 to <math>&lt;</math> 7 years: 3 points.</li> <li>+ Experience from 3 to <math>&lt;</math> 5 years: 2 points.</li> <li>+ Experience <math>&lt;</math> 3 years: 0 points.</li> </ul> <p>c. Has held the position of market analyst in at least 02 investment projects in the field of production and business, in which experience in developing training center models and/or business in the field of amusement parks is an advantage.</p> <ul style="list-style-type: none"> <li>+ Has held the position of market analyst in 02 projects: 4 points</li> <li>+ Has held the position of market analyst in 01 project: 2 points</li> <li>+ Has not held the position of market analyst in 01 project: 0 points.</li> </ul> |     |
| 4.4 | Finance expert | 1 | 8 | <p>a. University degree or higher in economics/finance:</p> <ul style="list-style-type: none"> <li>+ Doctorate degree: 2 points</li> <li>+ Master's degree: 1.8 points</li> <li>+ University degree: 1.4 points</li> <li>+ Degree below University or not in the above major: 0 points.</li> </ul> <p>b. Work experience in related fields (calculated from the time the employee starts working to the time of bidding, with supporting documents attached).</p> <ul style="list-style-type: none"> <li>+ Experience <math>\geq</math> 7 years: 3</li> </ul>  | 5,6 |

|     |                        |   |   |  |     |
|-----|------------------------|---|---|--|-----|
|     |                        |   |   | <p>points.</p> <ul style="list-style-type: none"> <li>+ Experience from 5 to &lt; 7 years: 2 points.</li> <li>+ Experience from 3 to &lt; 5 years: 1 point.</li> <li>+ Experience &lt; 3 years: 0 points.</li> </ul> <p>c. Has held the position of financial analyst for at least 02 investment projects in the field of production and business, in which experience in projects developing training center models and/or business in the field of amusement parks is an advantage..</p> <ul style="list-style-type: none"> <li>+ Has held the position of financial analyst in 02 projects: 3 points</li> <li>+ Has held the position of financial analyst in 01 project: 1.5 points.</li> <li>+ Has not held the position of financial analyst in 01 project: 0 points.</li> </ul> |     |
| 4.5 | Capital expert raising | 1 | 8 | <p>a. Bachelor's degree or higher in economics/finance/agriculture/forestry:</p> <ul style="list-style-type: none"> <li>+ Doctorate degree: 2 points</li> <li>+ Master's degree: 1.8 points</li> <li>+ Bachelor's degree: 1.4 points</li> <li>+ Degree below Bachelor's degree or not in the above major: 0 points.</li> </ul> <p>b. Work experience in related fields (calculated from the time the employee starts working to the time of bidding, with supporting documents attached).</p>  | 5,6 |

|  |                     |            |   |           |
|--|---------------------|------------|---|-----------|
|  |                     |            | <p>+ Experience <math>\geq 7</math> years: 3 points.</p> <p>+ Experience from 5 to <math>&lt; 7</math> years: 2 points.</p> <p>+ Experience from 3 to <math>&lt; 5</math> years: 1 point.</p> <p>+ Experience <math>&lt; 3</math> years: 0 points.</p> <p>c. Has held the position of capital mobilization expert, in charge of or participating in making financial plans for at least 02 investment projects in the field of production and business, in which experience in projects developing training center models and/or business in the field of amusement parks is an advantage..</p> <p>+ Has held the position of capital mobilization expert, in charge of or participating in making financial plans in 02 projects: 3 points</p> <p>+ Has held the position of capital mobilization expert, in charge of or participating in making financial plans in 01 project: 1.5 points.</p> <p>+ Has not held the position of capital mobilization expert, in charge of or participating in making financial plans in 01 project: 0 points.</p> |           |
|  | <b>Total (100%)</b> | <b>100</b> |   | <b>70</b> |

Note:

(1) The time to determine the completed contract to determine the similar contract is the time of acceptance of the completed work. For contracts in which the Inviting Party and the expert group have evidence that the contractor has performed as a subcontractor due to illegal transfer, violating the provisions of Clause 8, Article 16 of the Law on Bidding, this contract will not be considered and evaluated.

Similar contracts are determined on the basis of similarity in nature, not based on scale (contract value).

(2) Depending on the nature of the bidding package, appropriate regulations are made. For example: meeting the requirements for materials, machinery, equipment (owned by the contractor or rented) to serve the experimental work....

(3) The reputation of the contractor through participation in the bidding, the results of the contractor's contract performance are implemented according to the provisions of Articles 17 and 18 of Decree No. 24/2024/ND-CP. For contractors who are consultants preparing Bid, the reputation of the contractor through participation in bidding and the results of the contractor's contract performance are also shown through the number of Bidding documents concluded to have content violating the provisions in Point k, Clause 6, Article 16 and Clause 3, Article 44 of the Law on Bidding.

(4) Contractors can propose key personnel to be on the contractor's payroll or hired. If the law governing the industry or field stipulates that personnel must have specific qualifications and professional degrees to be granted a practice license/professional certificate, the Bidding Documents, in addition to the requirements for a practice license/professional certificate, do not require specific qualifications and degrees of key personnel.

2.2 The development of technical evaluation criteria must ensure the following requirements:

- The total score for the contents of experience and capacity, reputation of the contractor through participation in bidding, contract performance results, solutions and methodologies, personnel, technology transfer requirements (if any) is 100%.

- For evaluation criteria for key personnel: only include evaluation criteria for professional qualifications, capacity, experience on the basis of suitability for the

job position of each key personnel stated in Clause 4 of Table No. 01 without including evaluation criteria for other personnel.

- For bidding packages applying the lowest price method, the combined method of technical and price:

+ The minimum required score for the solution and methodology, personnel, and technology transfer standards (if any) must not be lower than 60% of the maximum score of that standard (not lower than 70% for consulting packages with high and specific technical requirements). Bids that do not meet the minimum required score for one or more of the solution and methodology, personnel, and technology transfer standards (if any) are considered as not meeting the technical requirements;

+ The minimum required score for technical documents must not be lower than 70% of the total technical score (80% for consulting packages with high and specific technical requirements). Bid with technical scores not lower than the minimum required score are considered as meeting the technical requirements.

- For packages applying the technical-based method:

+ The minimum required score for the solution and methodology, personnel, and technology transfer (if any) criteria must not be lower than 70% of the maximum score of that criterion. A bid that does not meet the minimum required score for one or more of the solution and methodology, personnel, and technology transfer (if any) criteria is considered as not meeting the technical requirements;

+ The minimum required score for the technical aspect must not be lower than 80% of the total technical score. A bid with a technical score not lower than the minimum required score is considered as meeting the technical requirements.

### **Section 3. Financial evaluation criteria**

Based on the nature and scale of each specific bid package, select one of the following methods as appropriate.

#### **3.1 For the lowest price method <sup>1</sup>**

Determining the lowest price:

- Determining the bid price;
- Correcting deviations (if any);
- Minus the discount value (if any);

---

<sup>1</sup> For bidding packages applying a combined method of technical and price or a method based on technical factors, this clause shall be omitted

- Ranking of bidders:

For bid packages applying the time-based contract type: The bidder with the lowest bid price after correcting deviations (if any), minus the discount value (if any) is ranked first.

For bid packages applying the lump sum contract type and the unit price contract type: The bidder with the lowest bid price after discount is ranked first.

### **3.2 For the combined method of technique and price <sup>1</sup>**

Price points are determined as follows:

$$\text{Price Point}_{\text{evaluating}} = \frac{G_{\text{lowest}} \times T}{G_{\text{evaluating}}}$$

In which:

$G_{\text{evaluating}}$ : Price Point of the Financial Proposal under consideration;

+  $G_{\text{lowest}}$ : The bid price after adjustment for deviations (if any), minus the discount (if any), is the lowest among the bidders evaluated in detail on finance (for bid packages applying time-based contracts). For bid packages applying lump sum contracts and unit price contracts, it is the lowest bid price after discount (if any) among the bidders evaluated in detail on finance.;

+  $G_{\text{evaluating}}$ : Bid price after adjustment for deviation (if any), minus discount value (if any) of the financial proposal under consideration (for bid packages applying time-based contracts). For bid packages applying lump sum contracts and unit price contracts, it is the bid price after discount (if any) of the financial proposal under consideration.;

+ T: Maximum technical score.

- Determine the total score:

The total score is determined according to the following formula:

Total score under consideration = K x Technical score under consideration + G x Price score under consideration

In which:

+ Technical score under consideration: Is the score determined at the technical evaluation step;

+ Price score under consideration: Is the score determined at the price evaluation step;

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<sup>1</sup> For bidding packages applying the lowest price method or the technical method, this clause is omitted.

- + **K**: Proportion of technical score specified in the total score, accounting for 70% to 80%;
- + **G**: Proportion of price score specified in the total score, accounting for 20% to 30%;
- +  $K + G = 100\%$ ;
- Ranking of bidders: The bid with the highest total score is ranked first.

### CHAPTER IV - INVITATION TO BIDDING AND BIDDING FORMS

| Seq.                      | Template  | Responsibilities |          |
|---------------------------|---|------------------|----------|
|                           |   | Investor         | Bidder   |
| 1                         | Form No. 01. Work items of the bid package  | <b>X</b>         |          |
| <b>Technical Proposal</b> |   |                  |          |
| 2                         | Form 02. Bidding form of the Technical Procurement Document   |                  | <b>X</b> |
| 3                         | Form 03. Joint Venture Agreement  |                  | <b>X</b> |
| 4                         | Form 04. Organizational structure and experience of the consulting contractor                                 |                  | <b>X</b> |
| 5                         | Form 05. Suggestions (if any) to complete the terms of reference  |                  | <b>X</b> |
| 6                         | Form 06. General solutions and methodologies proposed by the contractor to perform consulting services (DVTV) |                  | <b>X</b> |
| 7                         | Form 07: Biography of consulting experts  |                  | <b>X</b> |
| 8                         | Form 08: Work progress  |                  | <b>X</b> |
| 9                         | Form 09: List of experts participating in the implementation of DVTV  |                  | <b>X</b> |
| 10                        | Form 10. Scope of work using subcontractors   |                  | <b>X</b> |
| <b>Financial Proposal</b> |   |                  |          |
| 11                        | Form No. 11. Bidding Form of Financial Proposal   |                  | <b>X</b> |
| 12                        | Form No. 12. Remuneration Table   |                  | <b>X</b> |



|    |  |  |   |
|----|--|--|---|
|    | for Experts  |  |   |
| 13 | Form No. 12A. Analysis Table of Remuneration Costs for Experts |  | X |
| 14 | Form No. 13. Other Expenses for Experts                        |  | X |
| 15 | Form No. 14. Cost of Work Items Based on Unit Price and Volume |  | X |
| 16 | Form No. 15. Summary Table of Costs                            |  | X |

**WORK ITEMS OF THE CONTRACT PACKAGE****1. Work based on unit price and volume, applying lump sum contract type**

Form 01A

| Seq. | Task Descriptions  | Unit    | No. of Unit |
|------|--|---------|-------------|
| (1)  | (2)  | (3)     | (4)         |
| 1    | Consulting on building a business plan for a Climate Learning Center | Package | 1           |

**2. Work based on unit price and volume, apply unit price contract type**

Form 01B

| Seq. | Task Descriptions  | Unit | No. of Unit |
|------|--|------|-------------|
| (1)  | (2)  | (3)  | (4)         |
|      | <i>Refer to the requirements stated in the Terms of Reference in Chapter V</i> |      |             |

**3. The work portion is based on expert salary and other costs other than salary, applying a lump sum contract or a time-based contract.**

Form 01C

| Seq. | Job Description   |
|------|---|
| 1    | Reference to requirements stated in Terms of Reference in Chapter V |
| 2    |   |

## Note:

- Form No. 01A applies when the bid package includes work based on unit price and volume, applying the lump sum contract type;
- Form No. 01B applies when the bid package includes work based on unit price and volume, applying the unit price contract type;
- Form No. 01C applies to work based on expert salary and other expenses other than salary, applying the lump sum contract type or time-based contract type;

- In case the bid package has many different work items, Forms No. 01A, 01B, 01C can be applied simultaneously for each work item.

**BID FORM <sup>(1)</sup>***(belong to Technical Proposal)*

Date:\_\_\_\_

Name of the bidding package: \_\_\_\_ [name of the bidding package]

To: \_\_\_\_ [name of the inviting party]

After studying the bidding documents, we:

- Name of the contractor: \_\_\_\_ [name of the contractor], Tax code: \_\_\_\_ [tax code] commit to implementing the bidding package \_\_\_\_ [name of the bidding package] in accordance with the requirements stated in the bidding documents.

Effectiveness of the technical proposal:\_\_\_\_ [state the validity in accordance with the requirements of the bidding documents]

We commit to:

1. Not being in the process of carrying out dissolution procedures or having the business registration certificate, cooperative registration certificate, cooperative union, cooperative group revoked, not being in a case of insolvency according to the provisions of the law on bankruptcy (not being in the process of ceasing operations or having the business household registration certificate revoked for contractors who are business households).

2. Not violating the regulations on ensuring competition in bidding.

3. Has fulfilled the obligation to declare and pay taxes for the fiscal year closest to the time of bidding.

4. Within 03 years prior to the time of bidding, the bidder has no personnel (signed a labor contract with the bidder at the time the personnel committed the violation) who has been convicted by the Court of violating bidding regulations causing serious consequences according to the provisions of criminal law with the aim of allowing that bidder to win the bid (2).

5. Not currently being banned from participating in bidding according to the provisions of the bidding law.

6. Not being prosecuted for criminal liability (the head of the household is not being prosecuted for criminal liability in the case that the bidder is a business

household).

7. Not committing acts of corruption, bribery, collusion, obstruction and other violations of the provisions of the bidding law when participating in this bid package.

8. The information declared in the Bid is truthful.

9. In case of winning the contract, the Bid and additional documents clarifying the Bid form an agreement binding the responsibilities between the two parties until the contract is signed.

Legal representative of the bidder (1)

[ Write name, title, signature and seal ]

Note:

(1) In case the legal representative of the bidder authorizes a subordinate to sign the proposal for bid designation, a Power of Attorney according to Form No. 02 of this Chapter must be attached. In case the company charter or other relevant documents assign responsibility to a subordinate to sign the proposal for bid designation, a copy of these documents must be attached (no need to prepare a Power of Attorney according to Form No. 18 of Chapter VI).

(2) The Bidding Documents must not require the bidder to submit the judicial records of the personnel to prove the content of this assessment.

**JOINT VENTURE AGREEMENT <sup>(1)</sup>**

\_, date \_\_\_\_ month \_\_\_\_ year \_\_\_\_

Bidding package: \_\_\_\_ [*Bidding package name*]

Under: \_\_\_\_ [*Project name*]

- Pursuant to <sup>(2)</sup> \_\_\_\_ [*Bidding laws*];

- Pursuant to <sup>(2)</sup> \_\_\_\_;

- Pursuant to the Bidding Documents for the package \_\_\_\_ [Name of the package] dated \_\_\_\_ month \_\_\_\_ year \_\_\_\_ [Date stated on the Bidding Documents];

We, representing the parties signing the joint venture agreement, include:

Name of the joint venture member [Name of each joint venture member]

Represented by Mr./Ms.:

Position:

Address:

Telephone:

Fax:

E-mail:

Account:

Tax code:

Authorization letter No. dated \_\_\_\_ month \_\_\_\_ year \_\_\_\_ (in case of authorization).

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

Article 1. General principles

1. The members voluntarily form a joint venture to participate in bidding for the package [Name of the package] belonging to [Name of the project/procurement estimate].

2. The members agree that the name of the consortium for all transactions related to this bid package is: [Insert the name of the consortium as agreed].

3. The members commit that no member has the right to refuse to perform the responsibilities and obligations stipulated in the contract. In case a member of the consortium refuses to fulfill his/her own responsibilities as agreed, that member will be handled as follows:

- Compensate for damages to the parties in the consortium;
- Compensate for damages to the investor as stipulated in the contract;

Other forms of handling [Specify other forms of handling].

## Article 2. Assignment of responsibilities

The members agree to assign responsibilities to perform the bid package

[Insert the name of the bid package] under [Insert the name of the project/procurement estimate] for each member as follows:

### 1. Head member of the consortium

The parties agree to authorize [Insert the name of a party] to be the head member of the consortium, representing the consortium in the following tasks<sup>(3)</sup>:

- [- Sign the application for bid designation;*
- Sign documents and papers to transact with the inviting party during the bidding process, including the request for clarification of the Bid and the document explaining and clarifying the Bid;*
- Participate in the contract negotiation process;*
- Participate in the contract finalization process;*
- Sign the petition in case the contractor has a petition;*
- Other tasks except for signing the contract [Specify the content of other tasks (if any)].*

**2. The members of the consortium agree to assign the tasks to each member in the consortium as follows<sup>(4)</sup>:**

| <b>Seq.</b>  | <b>Name</b>                                  | <b>Content of work undertaken</b>     | <b>Value undertaken or percentage of total bid price</b> |
|--------------|--|---------------------------------------|--|
| 1            | Name of the leading member of the consortium |                                       |  |
| 2            | Name of the second member                    |                                       |  |
| ....         | ....   |                                       |  |
| <b>Total</b> |  | <b>The entire work of the package</b> |  |

### **Article 3. Validity of the joint venture agreement**

1. The joint venture agreement shall be effective from the date of signing.

2. The joint venture agreement shall terminate in the following cases:

- The parties fulfill their responsibilities and obligations and proceed to liquidate the contract;

- The parties agree to terminate;

- The joint venture contractor fails to win the bid;

- The bid for the [Name of the bid package] belonging to \_\_\_ [Name of the project/purchase estimate] shall be cancelled according to the notice of the inviting party.

The joint venture agreement shall be made in copies, each party shall keep a copy, and the copies of the agreement shall have equal legal value.

LEGAL REPRESENTATIVE OF THE LEADING MEMBER OF THE JOINT VENTURE(5)

[Name, title, signature and seal]

LEGAL REPRESENTATIVE OF THE JOINT VENTURE MEMBER

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

Notes:

(1) Based on the scale and nature of the bid package, the content of the joint venture agreement in this form may be amended and supplemented as appropriate.

(2) Update legal documents according to current regulations.

(3) The scope of authorization includes one or more of the above works.

(4) The Contractor must clearly state the specific work content and estimated corresponding value that each member of the joint venture will perform, the general responsibilities, the responsibilities of each member, including the leading member of the joint venture.

(5) The legal representative of a consortium member may be a legal representative or a person authorized by the legal representative.



## **ORGANIZATIONAL STRUCTURE AND EXPERIENCE OF THE CONSULTANT**

### **A. Organizational structure of the contractor**

[Briefly describe the formation and organization of the contractor (in case of a joint venture, describe the organization of each member of the joint venture). Describe the number of specialized consultants with whom the contractor has signed long-term or indefinite-term labor contracts and clearly state the number of years of experience of each expert].

### **B. Bidder's Experience**

Similar service packages performed by the Bidder within the last [Insert number of years].

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

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

| Time | Job Title<br>[brief description of key results, deliverables] | Name of bidding package, name of project/purchase estimate, Investor, working location | Contract value<br>[in case of joint venture, state the value of the service provided by the contractor] | Role in the work<br>[insert contractor, subcontractor, member of joint venture] | Package implementation period<br>[specify from date... to date...] | Actual package implementation time<br>[from date... to date...]<br>In case of delay, clearly state the reason |
|------|---|--|---|---|--|---|
|      |   |  |   |   |  |   |
|      |   |  |   |   |  |   |

The contractor must attach copies of relevant documents and papers.

**SUGGESTIONS (IF ANY) FOR IMPROVING THE CONTENT OF THE TERMS OF REFERENCE**

[The Contractor presents the revised contents to complete the terms of reference for the purpose of implementing the contract]

Proposal to supplement or amend the terms of reference:

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

**GENERAL SOLUTIONS AND METHODOLOGY  
PROPOSED BY THE CONTRACTOR FOR PERFORMING THE  
CONSULTANCY SERVICE**

The Contractor shall prepare a technical proposal (including diagrams) consisting of 3 parts:

1. Solution and methodology
2. Work plan
3. Organization and personnel

**Solution and methodology.** *[Describe the understanding of the objectives of the work stated in the Terms of Reference, the technical approach and methodology to be applied to carry out the work to achieve the expected results and the level of detail of those results. For supervision consultancy packages, the solution and methodology should include environmental and social aspects. The Bidder is advised not to copy or repeat the Terms of Reference in this section]*

**Implementation plan.** *[Provide a plan for the implementation of the main activities/works, the content and duration of activities, the phase of activities and the correlation between the phases, the main milestones (including the steps of the Investor's interim approval) and the expected date of submission of the report. The implementation plan must be consistent with the technical approach and methodology, demonstrate the understanding of the Terms of Reference and the ability to translate the Terms of Reference into a feasible implementation plan. A list of completed documents (including reports) to be submitted should be attached. The implementation plan must be consistent with the Schedule]*

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

**CV of EXPERTS**

Bidder name:

|  |                             |
|--|-----------------------------|
| Name and number of consultant position | [Example: K-1, TEAM LEADER] |
| Consultant name:                       | [insert full name]          |
| Date of birth:                         | [day/month/year]            |
| Nationality                            |                             |

**Education:** [list college/university or professional course, name of institution, length of study, type of degree earned]

---

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

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

**Membership in professional associations, organizations and published works:**

---

**Language (Only list languages that can be used for work):**

---

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

\_\_\_\_\_, date \_\_\_\_ month \_\_\_\_ year \_\_\_\_

Declarant

[Signature, title and full name]

Note:

- Each individual consultant in the list stated in Form No. 09 must declare this Form.

- The Contractor shall attach a copy of the labor contract; graduation certificate, professional practice certificate of the above consultants with the Bid.

**WORK PROGRESS**

| SEQ<br>· | Work Contents <sup>(1)</sup> | Montns/ngày thứ <sup>(2)</sup> |   |   |   |   |       |   |       |
|----------|------------------------------|--------------------------------|---|---|---|---|-------|---|-------|
|          |                              | 1                              | 2 | 3 | 4 | 5 | ..... | n | Total |
| <i>1</i> | [Example: Work Item 1:       |                                |   |   |   |   |       |   |       |
|          | 1) Data Collection           |                                |   |   |   |   |       |   |       |
|          | 2) Report Drafting           |                                |   |   |   |   |       |   |       |
|          | 3) Preliminary Report        |                                |   |   |   |   |       |   |       |
|          | 4) Synthesis of Comments     |                                |   |   |   |   |       |   |       |
|          | 5) ...                       |                                |   |   |   |   |       |   |       |
|          | 6) Final Report]             |                                |   |   |   |   |       |   |       |
|          |                              |                                |   |   |   |   |       |   |       |
| <i>2</i> | [Work Item 2]                |                                |   |   |   |   |       |   |       |
| ...      |                              |                                |   |   |   |   |       |   |       |
| <b>n</b> |                              |                                |   |   |   |   |       |   |       |
|          |                              |                                |   |   |   |   |       |   |       |

Note:

- (1) List all work items, in each work item must state the progress of specific work.
- (2) Time for each specific work is shown in a chart, if necessary, the contractor can make notes and explain the chart.

**LIST OF EXPERTS PARTICIPATING IN CONSULTING SERVICES**

| Seq.      | Name                         | Identification number/ID card/citizen identification card/Passport | Position assignment in the bid package                 | How mobilize to   | Work location | Number of workers [Select person/month or person/day] <sup>1</sup> |             |                  | Total number of working months/working days |
|-----------|------------------------------|--|--|---|---------------|--|-------------|------------------|---|
|           |                              |  |  |   |               | Work item 1  | Work item 2 | ... <sup>2</sup> |   |
| <b>I</b>  | <b>Key staff<sup>2</sup></b> |  |  |   |               |  |             |                  |   |
| 1         | Nguyễn Văn A                 |  | <i>[according to the proposed contractor location]</i> | <i>The contractor chooses one of two options: contractor's personnel/hired personnel)</i> | [Company]     |  |             |                  |   |
|           |                              |  |  |   | [Field]       |  |             |                  |   |
| 2         |                              |  |  |   | [Company]     |  |             |                  |   |
|           |                              |  |  |   | [Field]       |  |             |                  |   |
|           | .....                        |  |  |   |               |  |             |                  |   |
|           | Số công nhân sự chủ chốt     |  |  |   |               |  |             |                  |   |
| <b>II</b> | <b>Other staff</b>           |  |  |   |               |  |             |                  |   |
| 1         |                              |  | <i>[Contractor</i>                                     | <i>The contractor</i>   | [Company]     |  |             |                  |   |



|          |                           |  |                 |   |           |  |  |  |  |
|----------|---------------------------|--|-----------------|---|-----------|--|--|--|--|
|          |                           |  | <i>fill in]</i> | <i>chooses one of two options: contractor's personnel/hired personnel)]</i> | [Field]   |  |  |  |  |
| <b>2</b> | ....                      |  |                 |   | [Company] |  |  |  |  |
|          |                           |  |                 |   | [Field]   |  |  |  |  |
|          | Number of other employees |  |                 |   |           |  |  |  |  |

(1) Note:

- (2) (1) In case Section 14.3 of the BDS has regulations, the contractor shall select person/month or person/day in accordance with the regulations in this Section; the contractor shall propose the total number of working hours for key personnel not shorter than the regulations in Section 14.3 of the BDS.
- (3) (2) The position and number of key personnel shall comply with the requirements stated in Table No. 01, Section 2, Chapter III.

**SCOPE OF WORK USING SUBCONTRACTORS <sup>(1)</sup>**

| <b>Seq.</b> | <b>Subcontract or Name(2)</b> | <b>Scope of Work(3)</b> | <b>Amount of Work(4)</b> | <b>Estimated % Value(5)</b> | <b>Contract or Agreement with Subcontractor(6)</b> |
|-------------|-------------------------------|-------------------------|--------------------------|-----------------------------|--|
| 1           |                               |                         |                          |                             |  |
| 2           |                               |                         |                          |                             |  |
| 3           |                               |                         |                          |                             |  |
| 4           |                               |                         |                          |                             |  |
| ...         |                               |                         |                          |                             |  |

**Note:**

(1) In case the Bidding Documents stipulate the use of subcontractors, the Bidder shall declare according to this Form.

(2) The Bidder shall specify the name of the subcontractor. In case the identity of the subcontractor has not been specifically determined when participating in the bidding, it is not necessary to declare in this column but only in the column "Scope of work". Then, if selected, when mobilizing subcontractors to perform the declared work, it must be approved by the Investor.

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

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

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

(6) The Bidder shall specify the contract number or agreement document and attach a scan of these documents in the Bid. In case the name of the subcontractor has not been specifically determined, leave this column blank..

**BIDDING FORM**

(part of the Financial Proposal)

Date: \_\_\_\_

Name of the bidding package: \_\_\_\_ [Name of the bidding package]

To: \_\_\_\_ [Name of the inviting party]

After studying the Bidding Documents, we:

Name of the Bidder: \_\_\_\_ [Name of the Bidder] commit to implement the bidding package \_\_\_\_ [Name of the bidding package] in accordance with the requirements stated in the Bidding Documents with a bid price of \_\_\_\_ along with the attached bid price summary tables.

In addition, we voluntarily reduce the bid price with a discount percentage of \_\_\_\_ [Record the discount percentage (%)].

The bid price after deducting the discount value is: \_\_\_\_ (including all taxes, fees, charges (if any)).

Validity of the Bid: \_\_\_\_ [Regular validity according to the requirements of the Bidding Documents].

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

**Legal representative of the bidder**

[Name, title, signature and seal]

EXPERTS' REMUNERATION<sup>(\*)</sup>

| Seq.      | name<br>(1)        | Position in<br>bidding<br>package<br>(2) | Work<br>location<br>(3) | Salary/month- (day)<br>person<br>(4) | Number of<br>months (days)<br>people<br>(5) | Expert<br>remuneration<br>(6) = (4) x (5) | Total<br>(7) |
|-----------|--------------------|--|-------------------------|--------------------------------------|---|---|--------------|
| <b>I</b>  | <b>Key staff</b>   |  |                         |                                      |   |   |              |
| 1         |                    |  | Company                 |                                      |   | (a)                                       | (a)+(b)      |
|           |                    |  | Field                   |                                      |   | (b)                                       |              |
| 2         | .....              |  | Company                 |                                      |   |   |              |
|           |                    |  | Field                   |                                      |   |   |              |
| <b>II</b> | <b>Other staff</b> |  |                         |                                      |   |   |              |
| 1         |                    |  | Company                 |                                      |   |   |              |
|           |                    |  | Field                   |                                      |   |   |              |
| 2         | ....               |  | Company                 |                                      |   |   |              |
|           |                    |  | Field                   |                                      |   |   |              |
|           |                    |  |                         |                                      |   | <b>Total</b>                              | (A)          |

**Legal representative of the contractor**

[name, title, signature and seal]

## Notes:

- (\*): This form applies to the works under Section 3 of Form No. 01C of this Chapter.
- (4): The contractor shall fill in the case where the Bidding Documents do not require analysis of remuneration for experts according to Form No. 12A. In case the Bidding Documents require analysis of remuneration for experts, the contractor shall complete Form No. 12A.

**EXPERT FEES ANALYSIS TABLE**

| <b>Seq.</b> | <b>Name</b>  | <b>Position</b> | <b>Work location</b> | <b>Basic salary</b> | <b>Social costs<sup>1</sup><br/>% of (3)</b> | <b>General management costs<sup>2</sup><br/>% of (3)</b> | <b>Total<br/>(3)+(4)+(5)</b> | <b>Profit<br/>% of (6)</b> | <b>Home away allowance</b> | <b>Expert fee/month<br/>(day)<br/>(6)+(7) +(8)</b> |
|-------------|--------------|-----------------|----------------------|---------------------|--|--|------------------------------|----------------------------|----------------------------|--|
|             | (1)          | (1a)            | (2)                  | (3)                 | (4)  | (5)  | (6)                          | (7)                        | (8)                        | (9)  |
| 1           | Nguyễn Văn A |                 | Company              |                     |  |  |                              |                            |                            |  |
|             |              |                 | Field                |                     |  |  |                              |                            |                            |  |
| ...         |              |                 | Company              |                     |  |  |                              |                            |                            |  |
|             |              |                 | Field                |                     |  |  |                              |                            |                            |  |

**Legal representative of the contractor**

[name, title, signature and seal]

Note: In case the contractor is not required to analyze the detailed cost of expert remuneration, do not use this Form

<sup>1</sup> Social costs: include costs such as social insurance, health insurance, unemployment insurance under the responsibility of the employer according to current law;

<sup>2</sup> General management costs: are the contractor's general costs not directly related to the implementation of the bid package, calculated per person, including costs such as: headquarters rental costs, electricity and water, communications, research and development...

## Form 13

**OTHER EXPENSES FOR EXPERTS**

| <b>Seq.</b>          | <b>Descriptions</b>                | <b>Unit</b>     | <b>Cost/ Unit<br/>(1)</b> | <b>No. of Unit<br/>(2)</b> | <b>Expense<br/>(3)</b> |
|----------------------|------------------------------------|-----------------|---------------------------|----------------------------|------------------------|
| 1                    | [Business expenses]                | <i>[Day]</i>    |                           |                            | <i>(1)x(2)</i>         |
| 2                    | [Flight]                           | <i>[flight]</i> |                           |                            |                        |
| 3                    | [Communication costs]              |                 |                           |                            |                        |
| 4                    | [Equipment, documents...]          |                 |                           |                            |                        |
| 5                    | [Domestic travel costs]            |                 |                           |                            |                        |
| 6                    | [Office rental, secretary support] |                 |                           |                            |                        |
| 7                    | [Investor's staff training]        |                 |                           |                            |                        |
| <b>Total expense</b> |                                    |                 |                           |                            | <i>(B)</i>             |

**Legal representative of the contractor**

[name, title, signature and seal]

**WORK ITEM COST  
BASED ON UNIT PRICE AND VOLUME**

| <b>Seq.</b>  | <b>Descriptions</b>   | <b>Uni</b> | <b>No. of Unit</b> | <b>Cost/ Unit<br/>(VAT included)</b> | <b>Total<br/>(VAT included)</b> |
|--------------|---|------------|--------------------|--------------------------------------|---------------------------------|
| <b>(1)</b>   | <b>(2)</b>  | <b>(3)</b> | <b>(4)</b>         | <b>(5)</b>                           | <b>(6) = (4) x (5)</b>          |
| <b>I</b>     | <b>Work based on unit price and volume, applying lump sum contract type</b> |            |                    |                                      | <b>(M1)</b>                     |
| 1            |   |            |                    |                                      |                                 |
| 2            |   |            |                    |                                      |                                 |
| ...          |   |            |                    |                                      |                                 |
| <b>II</b>    | <b>Work based on unit price and volume, apply unit price contract</b>       |            |                    |                                      | <b>(M2)</b>                     |
|              | <b>Works</b>  |            |                    |                                      |                                 |
| 1            |   |            |                    |                                      |                                 |
| 2            |   |            |                    |                                      |                                 |
| ...          |   |            |                    |                                      |                                 |
| <b>Total</b> |   |            |                    |                                      | <b>M=(M1+M2)</b>                |

**Legal representative of the contractor**

[name, title, signature and seal]

Notes:

(1), (2), (3), (4): The investor fills in

(5), (6) The contractor fills in the unit price, the total amount includes the necessary costs to perform the service, including taxes, fees, and charges.

**SUMMARY OF COSTS**

|  |             |
|--|-------------|
| Expert Fees                                    | (A)         |
| Other Expert Costs                             | (B)         |
| Work Item Costs Based on Unit Price and Volume | (M)         |
| Total Costs                                    | $A + B + M$ |

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



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

**I. Background**

**II. Purpose of the consultancy assignment**

The investor is looking for a qualified and competent consultancy to develop a Business Plan for the Thai Nguyen Climate Learning Center (in English and Vietnamese) in close cooperation with the project owner and their consultants. They will contribute to the collection of relevant information and data. The business plan should consist of the following components:

1. Project description: Project owner, short-term, medium-term and long-term objectives, time plan, institutional structure, strategy and concept, scope of work and business opportunities, human and financial resources, partners.
2. Market assessment related to (i) climate awareness and capacity building services, (ii) recreational activities and visitor programs, (iii) research collaboration and exchange programs, (iii) public-private partnerships, business collaborations and corporate sponsorships, (iv) conferences, and (v) other products and services.
3. Assessment of the donor landscape to identify viable new financing options.
4. Identification, description, valuation and prioritization of business opportunities through market analysis. For each service or product with business potential, the potential customers, financial benefits and human and financial resource requirements are detailed.
5. Analysis and description of legal and institutional requirements. If necessary, several options may be proposed, along with recommendations.
6. Personnel requirements. If necessary, a number of options may be proposed, together with recommendations.
7. Risk analysis, including recommendations on how to mitigate business risks.
8. Financing criteria, private sector partnerships.
9. Project implementation/operation plan including initial investment, staffing, communications and marketing measurement (phased, time-bound).
10. Financial plan
11. Proposed key performance indicators
12. Detailed appendix

**III. Duration and Phases of the consultancy assignment**

The consultant will carry out the assignment in the following Phases:

| <b>Phase/task-based work</b>  | <b>Completion period (months)</b>              |
|---|--|
| <b>Inception phase</b>  |  |
| Preparation of Inception Report including key premises and hypotheses, description of planned approach, outline (with comments on content) of business plan and work plan   | Half a month (15 days) after starting the task |
| <b>Market research, information gathering and assessment phase</b>  |  |
| Survey, collect information;<br>Develop a Market Assessment Report (draft);<br>Obtain Investor's opinion on the Market Assessment Report (draft)<br>Complete the Market Assessment Report (final version) according to Investor's opinion<br>Develop a business plan (draft) including but not limited to the contents described in the consulting task purpose section | 2 months after starting the mission            |
| <b>Business Plan Development Phase</b>  |  |
| Complete the Business Plan (final version) according to the Investor's comments   | 3 months after starting the mission            |

#### **IV. Reporting Requirements**

The outputs/deliverables for the Implementation Phases are presented in the following table:

| <b>Phase</b>          | <b>Outputs/Deliverables (Language, Format and Quantity)</b>   | <b>Deadline (months)</b>                          |
|-----------------------|---|---|
| <b>Start-up phase</b> | Kick-off Report <ul style="list-style-type: none"> <li>• Language: English and Vietnamese</li> <li>• Format and quantity (final copy): 3 paper copies and 1 electronic copy in PDF/MSword/MSEXCEL file format saved in USB for each language</li> </ul> | Half a month (15 days) after starting the mission |

|  |   |  |
|--|---|--|
| <b>Market research, information gathering and assessment phase</b> | Market Assessment Report<br>Business Plan (draft)<br><ul style="list-style-type: none"> <li>• Language: English and Vietnamese</li> <li>* Format and quantity (final): 3 paper copies and 1 electronic copy in PDF/MSword/MSEXCEL format saved in USB for each language</li> </ul>  | 1.5 months after the Investor approves the inception report (2 months after the assignment begins)   |
| <b>Business planning phase</b>                                     | Business Plan<br>Powerpoint presentation of the main contents of the Business Plan<br><ul style="list-style-type: none"> <li>• Language: English and Vietnamese</li> <li>• • Format and quantity (final copy): 3 paper copies and 1 electronic copy in PDF/MSword/MSEXCEL file format saved in a USB for each language</li> </ul> | 1 month after the Investor approves the market assessment report and receives the draft business plan (3 months after the assignment begins) |

## V. Consultant Qualifications and Experience Requirements

### 1. Consultant Qualifications and Experience Requirements

The Consultant must have at least 5 years of experience in developing business plans, proven experience in marketing, knowledge of the topics and areas of activity relevant to the project, and be very familiar with all relevant business and legal aspects in Vietnam. Experience in international cooperation is also required. The Consultant must meet international and national standards for developing business plans. Experience in developing models for learning centers and/or amusement park businesses is an advantage.

### 2. Consultant Expert Team Requirements

The Key Experts must have the following minimum Qualifications and Experience

| <b>Seq.</b> | <b>Expert</b>                           | <b>Minimum qualifications and experience</b>   |
|-------------|---|--|
| <b>1</b>    | <b>Chief Consultant/Project Manager</b> | Have a university degree or higher in economics/finance/agriculture/forestry/climate change;<br>Have at least 7 years of experience in developing investment |

|          |   |  |
|----------|---|--|
|          | <b>01 position</b>                                  | <p>projects in the field of production and business;</p> <p>Have held the position of chief consultant/project manager in at least 02 investment projects in the field of production and business, in which experience in projects developing training center models and/or business in the field of amusement parks is an advantage.</p>  |
| <b>2</b> | <b>Research/Training Specialist<br/>01 position</b> | <p>Have a master's degree or higher in agriculture/forestry/climate change;</p> <p>Have at least 7 years of experience in research/training in the field of agriculture/forestry/climate change;</p> <p>Have at least 5 years of experience in domestic and international research/training cooperation in the field of agriculture/forestry/climate change;</p> <p>Have participated in managing/implementing at least 02 investment projects in the field of production and business, in which experience in projects developing training center models and/or business in the field of amusement parks is an advantage.</p> |
| <b>3</b> | <b>Market Analyst<br/>01 position</b>               | <p>Have a university degree or higher in economics/finance/agriculture/forestry/climate change;</p> <p>Have at least 7 years of experience in developing investment projects in the field of production and business;</p> <p>Have held the position of market analyst in at least 02 investment projects in the field of production and business, in which experience in projects developing training center models and/or business in the field of amusement parks is an advantage.</p>   |
| <b>4</b> | <b>Financial Specialist<br/>01 position</b>         | <p>Have a university degree or higher in economics/finance</p> <p>Have at least 7 years of experience in financial analysis of investment projects in production and business;</p> <p>Have held the position of financial analyst for at least 02 investment projects in the field of production and business, in which experience in projects developing training center models and/or business in the field of amusement parks is an advantage.</p>  |
| <b>5</b> | <b>Fundraising Specialist</b>                       | <p>Have a university degree or higher in economics/finance/agriculture/forestry/climate change;</p> <p>Have at least 7 years of experience in developing financial</p>   |

|  |                    |  |
|--|--------------------|--|
|  | <b>01 position</b> | <p>plans (capital mobilization) for investment projects in the production and business sectors from various domestic and international funding sources;</p> <p>Have held the position of capital mobilization expert, in charge of or participating in developing financial plans for at least 02 investment projects in the production and business sectors, in which experience in projects developing training center models and/or business in the field of amusement parks is an advantage.</p> |
|--|--------------------|--|

The consultant must provide documents proving the compliance with the requirements on the capacity of the consulting unit and its team of experts as prescribed above (copies of the contract documents of the consulting unit and experts, degrees and professional certificates of experts...).

#### **VI. Payment Plan:**

The payment plan for the Deliverables/Outcomes at different stages of the consultancy is specified in the table below:

| <b>Results/Products</b>                         | <b>Timeline (months and days)</b>  | <b>Rate %</b> |
|---|--|---------------|
| Initialization Report                           | Half a month (15 days) after the Investor accepts the Inception Report   | 20%           |
| Market Assessment Report<br>Draft Business Plan | Half a month (15 days) after the Investor accepts the Market Assessment Report and receives the draft Business Plan (expected 2.5 months after the commencement of the assignment) | 30%           |
| Business plan                                   | Half a month (15 days) after the Investor accepts the acceptance of the Business Plan (expected 3.5 months after the commencement of the assignment)                               | 50%           |
| <b>Total</b>                                    |  | <b>100%</b>   |

Specific payment terms and conditions will be finalized based on the payment stage during the contract negotiation with the selected consultant.

#### **VII. Data, support and facilities provided by the Employer**

The Employer will appoint a suitable team of experts to work with the consultant during the contract implementation period.

The Employer will provide relevant documents, information and data to the consultant to perform the task.

The Employer will provide meeting rooms and other facilities for meetings/meetings/training, user manuals between the consultant's representative and the Employer's representative at the Employer's office.

### PART 3. CONTRACT REQUIREMENTS

#### Chapter VI. GENERAL CONDITIONS OF THE CONTRACT

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| <p><b>1. Definition</b></p>                      | <p>In this contract, the following terms are construed as follows:</p> <p>1.1. “Investor” means the organization specified in the specific conditions;</p> <p>1.2. “Contract” means the agreement between the Investor and the Contractor, expressed in writing, signed by both parties, including appendices and accompanying documents;</p> <p>1.3. “Contractor” means the winning bidder (which may be an independent contractor or a joint venture) and specified in the specific conditions;</p> <p>1.4. “Subcontractor” means the organization or individual signing a contract with the contractor to participate in the implementation of consulting work;</p> <p>1.5. “Contract documents” mean the documents listed in the Contract, including any amendments or supplements to the Contract;</p> <p>1.6. “Contract price” means the value stated in the contract between the Investor and the Contractor. The contract price includes all costs of taxes, fees, and charges (if any);</p> <p>1.7. “Day” means a calendar day; “year” means 365 days;</p> <p>1.8. “Consulting Services” means all work performed by the Contractor under the Contract described in the Terms of Reference;</p> <p>1.9. “Completion” means the Contractor’s completion of all work in accordance with the terms and conditions specified in the Contract;</p> <p>1.10. “Project Site” means the location specified in the specific conditions;</p> <p>1.11. “Contract Effective Date” means the date specified in the specific conditions;</p> <p>1.12. “Other Costs” means all costs other than the consultant’s salary related to the Consulting Services;</p> <p>1.13. “Contract Performance Period” is calculated from the effective date of the Contract until the parties have completed their obligations under the signed Contract.</p> |
| <p><b>2. Contract documents and priority</b></p> | <p>2.1. All documents specified in Section 2.2 of the General Conditions (including their parts) shall constitute the Contract to form a unified, mutually supportive, complementary and</p>   |

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|  | <p>mutually explanatory entity.</p> <p>2.2. The documents constituting the Contract shall be arranged in the following order of priority:</p> <ul style="list-style-type: none"> <li>a) Contract documents, including contract appendices;</li> <li>b) Specific conditions of the contract which have been fully filled in and include corrections, additions and clarifications during the process of selecting contractors, negotiating contracts (if any), and finalizing contracts (if any);</li> <li>c) Minutes of document comparison and contract negotiation, finalizing contracts;</li> <li>d) Contract terms and conditions;</li> <li>e) Decision approving the results of contractor selection;</li> <li>e) Letter of acceptance of the Bidding Documents and award of the Contract;</li> <li>g) Bidding documents and documents clarifying the Bidding Documents of the Contractor (if any);</li> <li>h) Bidding documents and documents amending and clarifying the Bidding Documents (if any);</li> <li>i) Other documents specified in the Specific Conditions.</li> </ul> <p>2.3. Contract documents are part of the contract documents specified in Article 65 of the Bidding Law and are digitally signed by the parties to form an electronic contract, including:</p> <ul style="list-style-type: none"> <li>a) Contract documents;</li> <li>b) Specific conditions of the contract filled in with all contents and including contents of corrections, additions, and clarifications during the contractor selection process;</li> <li>c) Contract appendixes including a detailed list of scope of work, price list, implementation progress (if any);</li> <li>d) Other documents (if any).</li> </ul> |
| <p><b>3. Laws applied and language</b></p>                                 | <p>3.1. The law governing the contract is Vietnamese law.</p> <p>3.2. The language of the contract is Vietnamese.</p>  |
| <p><b>4. Use of documents and information relating to the contract</b></p> | <p>4.1. The documents and information produced by the Contractor under this Contract shall be the property of the Employer, unless otherwise provided in the specific conditions. The Contractor may retain copies of these documents and information but shall not use them for any other purpose without the written consent of the Employer.</p> <p>4.2. The Employer and the Contractor shall keep confidential any documents, data or other information relating to the</p>   |



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|                      | <p>Contract provided directly or indirectly by one party to the other party, and shall not disclose such documents, data or information to a third party without the written consent of the other party, whether such documents, data or information are 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 undertake to the Contractor to keep such documents, data or information confidential.</p> <p>4.3. The Employer shall not use the documents, data and other information received from the Contractor for any purpose other than the Contract. The Contractor shall not use the documents, data and other information received from the Employer for any purpose other than the Contract performance.</p> <p>4.4. The obligations of the Employer and the Contractor specified in Section 4.2 and Section 4.3 of the General Conditions shall not apply to the following information:</p> <p>a) Information that the Employer or the Contractor needs to provide to the competent authority;</p> <p>b) Information that has been or will be disclosed through no fault of the Employer or the Contractor;</p> <p>c) Information that is in the possession of one party at the time of disclosure and has not previously been provided directly or indirectly by the other party; d) Information that a party lawfully receives from a third party is not subject to an obligation of confidentiality.</p> <p>4.5. The provisions of Section 4 of the General Conditions do not alter any confidentiality commitment made by a party prior to the date of the contract in relation to the provision of consulting services.</p> <p>4.6. The provisions of Section 4 of the General Conditions continue to be effective after the completion or termination of the contract for any reason.</p> |
| <b>5. Copyrights</b> | <p>5.1. Unless otherwise provided in the SCC, all reports, data and relevant information such as maps, diagrams, plans, databases, other documents compiled or made by the Contractor for the Employer during the performance of the Contract shall be kept confidential and shall be the sole property of the Employer.</p>  |

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|  | <p>Upon termination or expiration of the Contract, the Contractor shall submit all the above documents to the Employer together with a detailed list of the documents. The Contractor may retain copies of these documents, data and software but shall not use them for purposes unrelated to the Contract without the written consent of the Employer.</p> <p>5.2. In case there is an agreement to allow the use between the Contractor and a third party to prepare and construct drawings, specifications, designs, databases, other documents and software, the Contractor must obtain the prior written approval of the Owner for such agreements. The Owner has the right to request compensation for costs related to the construction of the above drawings, specifications, designs, databases, documents and software.</p> <p>5.3. The Contractor must commit that the consulting services provided by the Contractor to the Owner do not violate the intellectual property rights of any third party.</p> <p>5.4. The Contractor must be fully responsible before the law for any damages arising from the third party's complaint (if any) regarding the violation of intellectual property rights related to the consulting services provided by the Contractor to the Owner.</p> |
| <b>6. Insurance</b>                    | <p>6.1. The Contractor shall purchase and maintain and require subcontractors (if any) to purchase and maintain risk insurance and other types of insurance as prescribed by law.</p> <p>6.2. The Contractor shall ensure that such insurance is purchased before performing the consulting work.</p>  |
| <b>7. Contract type</b>                | Contract type: specified in the Specific Conditions.   |
| <b>8. Contract price</b>               | The contract price specified in the Specific Conditions is the total cost to complete the entire content of the work package on the basis of ensuring progress and quality in accordance with the requirements of the Bidding Documents.   |
| <b>9. Taxes, fees</b>                  | The Contractor and subcontractors are responsible for paying taxes and fees (if any) arising from the Contract.  |
| <b>10. Advance payment and payment</b> | Advance payment and payment are made according to the provisions in the Specific Conditions.   |
| <b>11. Product warranty of service</b> | The warranty of products and services is made according to the provisions in the Specific Conditions.  |

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| <b>12. Contract performance time</b> | The contract performance period is specified in the Specific Conditions.  |
| <b>13. Contract amendment</b>        | <p>13.1. During the performance of the contract, if it is necessary to change the terms of the contract, within the time limit stated in the Specific Conditions from the date of receipt of the request for contract amendment from the Investor or the contractor, the receiving party shall be responsible for reviewing and making specific requests for this amendment as a basis for the two parties to negotiate and sign a contract amendment document.</p> <p>13.2. During the performance of the contract, the parties may adjust the time frames for completing the specific contents specified in the contract in the following cases:</p> <ul style="list-style-type: none"> <li>a) In case of force majeure or adverse conditions arising, hindering the contractor in performing the contract and not related to the breach or negligence of the parties to the contract;</li> <li>b) Changing or adjusting the project, scope of work, scope of supply, design, main construction solutions, and supply measures due to objective requirements affecting the contract progress;</li> <li>c) One or more parties propose initiatives or improvements to the contract implementation that require changes in progress in order to bring higher benefits to the Investor;</li> <li>d) Suspension of the contract due to the Investor's fault affecting the contract progress without the Contractor's fault;</li> <li>dd) Suspension of work at the request of a competent state agency without the Investor's or Contractor's fault;</li> <li>e) Other cases as prescribed in the Specific Conditions</li> </ul> <p>When adjusting the completion milestones without exceeding the contract implementation time, the Investor and the Contractor shall agree to adjust; in case of exceeding, the Investor and the Contractor shall only agree to adjust when permitted by the competent person.</p> <p>13.3. In case the scope of work stated in the contract and the terms of reference have changes that affect the contract price, the two parties shall agree to change the content of work and contract price as a basis for signing a contract amendment document.</p> |
| <b>14. Staff</b>                     | 14.1. The Contractor must mobilize all experts to perform the   |

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|   | <p>work contents as proposed in the Bidding Documents, unless the Investor has other agreements. In case it is necessary to change personnel as prescribed in Section 27 of the Bidding Documents, the Contractor must report to and receive approval from the Investor. The replacement personnel must have the same or better capacity and experience as the previously proposed personnel. 14.2. The Investor has the right to request the Contractor to replace personnel in case the individual consulting expert loses civil act capacity or does not perform his/her work well or is not in accordance with the personnel proposed in the Bidding Documents. Upon receiving the Investor's written request for personnel replacement, within the time specified in the Specific Conditions, the Contractor must replace the expert with the capacity and experience accepted by the Investor. Unless otherwise agreed, all costs arising from the personnel change shall be borne by the Contractor. The compensation for the replacement employee shall not exceed the compensation for the person being replaced.</p>  |
| <p><b>15. Rights and obligations of contractors</b></p> | <p>15.1. Contractor's rights:</p> <ul style="list-style-type: none"> <li>a) Request the Investor to provide information and documents related to the implementation of consulting services;</li> <li>b) Refuse to perform unreasonable work outside the content of the Contract;</li> <li>c) Be guaranteed copyright according to the provisions of law (for consulting products with copyright);</li> <li>d) Be entitled to request the Investor to make timely payment according to the provisions of Section 10 of this Chapter.</li> </ul> <p>15.2. Contractor's obligations:</p> <ul style="list-style-type: none"> <li>a) Be responsible for the quality of its consulting products;</li> <li>b) Submit to the Investor reports and documents in the quantity and time specified in the Contract. The Contractor shall fully and promptly notify all information related to the consulting work that may delay or hinder the completion of the work on schedule and propose solutions for implementation;</li> <li>c) Be responsible for completing the work on schedule and submitting the consulting products according to the provisions of the Contract. The Contractor is responsible for presenting and defending its views on the contents of the consulting work in the approval meetings of competent authorities organized by the Investor (if any);</li> </ul> |

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|                                  | <p>d) Perform the work in accordance with the law, regulations, and standards applicable to the contract and ensure that the Subcontractor (if any), the Contractor's personnel and the Subcontractor will always comply with the law. It must commit that when requested by the Investor, the Contractor or Subcontractor will send a representative with sufficient authority and capacity to resolve outstanding work at any time as required by the Investor (including holidays) until the date of acceptance of the consulting product;</p> <p>d) Be responsible for providing records and documents for meetings, reports, appraisals, etc. in the quantity required by the Investor;</p> <p>e) Collect necessary information to serve the consulting work according to the Contract;</p> <p>g) Keep confidential information related to consulting services as prescribed by the contract and the law.</p>   |
| <p><b>16. Sub-Contractor</b></p> | <p>16.1. The Contractor shall sign contracts with Subcontractors in the list of Subcontractors specified in the Bidding Documents to perform a part of the work specified in the Bidding Documents. The use of Subcontractors shall not change the obligations of the Contractor. The Contractor shall be responsible to the Investor for the quantity, quality, progress and other obligations for the work performed by the Subcontractor.</p> <p>Replacing or adding Subcontractors in the list of Subcontractors specified in the Bidding Documents or changing the subcontracting content specified in the Bidding Documents shall only be carried out with the approval of the Investor and the supervising consultant (if any) and shall not exceed the maximum value of work for the Subcontractor specified in the contract; the use of Subcontractors must be consistent with the Contractor's needs in performing the contract, and the Subcontractors must meet the requirements of the Contractor in terms of capacity and experience;</p> <p>16.2. The value of the work performed by the Subcontractors specified in Section 16.1 of the GCC shall not exceed the percentage of the contract price specified in the GCC.</p> <p>16.3. The Contractor shall be responsible for full and timely payment to the Subcontractor according to the terms agreed between the Contractor and the Subcontractor</p> <p>16.4. Other requirements for the Subcontractor specified in the GCC.</p> |

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| <p><b>17. Penalties for breach and compensation for damages</b></p> | <p>Penalties for breach of contract and compensation for damages as prescribed in the Specific Conditions.</p>  |
| <p><b>18. Suspension of contract</b></p>                            | <p>18.1. The Employer may suspend all or part of the Contractor's work by giving written notice to the Contractor of the suspension if the Contractor fails to perform any of its specific obligations under the Contract, provided that such notice (i) clearly states the nature of the failure; and (ii) requires the Contractor to take remedial measures within a period not exceeding thirty (30) days after the Contractor receives the notice of suspension and the Contractor shall compensate the Employer for any damages (if any) caused by the suspension of work.</p> <p>18.2. Suspension of work by the Contractor</p> <p>a) If the Employer fails to perform its contractual obligations or fails to make payment in accordance with the terms agreed in this Contract for more than 28 days from the due date of payment, the Contractor may, after giving notice to the Employer, suspend the work (or reduce the rate of work).</p> <p>b) After the Employer has performed its obligations under the Contract, the Contractor shall resume normal work as soon as practicable.</p> <p>c) If additional costs are incurred as a result of the suspension of work (or reduction in the rate of work) under this Clause, the Contractor shall notify the Employer for consideration. After receiving the notice, the Employer shall consider and comment on the matters stated above.</p> <p>d) Before suspending the performance of the Contract, the Contractor shall notify the Employer in writing, stating the reasons for the suspension of work.</p> |
| <p><b>19. Termination of contract due to contractor's fault</b></p> | <p>19.1. The Employer may terminate the performance of a part or the whole of the contract by giving written notice to the Contractor when the Contractor fails to perform the work as stipulated in the Specific Conditions.</p> <p>19.2. The Employer may send a notice of termination to the Contractor when discovering that the Contractor is in bankruptcy without having to bear any compensation costs. This termination of the contract does not deprive the Employer of the rights enjoyed under the provisions of the contract and the law.</p>  |

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|   | <p>19.3. In case the Employer terminates the performance of a part or the whole of the contract according to Section 19.1 of the General Conditions, the Employer may sign a contract with another contractor to perform the terminated part of the contract. The Contractor shall be responsible for compensating the Employer for any excess costs for performing the terminated part of the contract. However, the Contractor shall continue to perform the part of the contract that is not terminated.</p>  |
| <p><b>20. Termination of contract due to investor's fault</b></p> | <p>The Contractor may terminate the performance of part or all of the contract by giving written notice to the Employer when the Employer fails to perform the work as specified in the Specific Conditions.</p>   |
| <p><b>21. Force majeure</b></p>                                   | <p>21.1. In the event of a force majeure event, the failure of a party to perform any of its obligations shall not be considered a breach or breach of the Contract, provided that the party affected by such event: (a) has taken all reasonable precautions, precautions and alternative measures necessary, all with the aim of performing the terms and conditions of this Contract, and (b) shall continue to perform its obligations under the Contract for as long as such performance is reasonable and practicable. 21.2. In this Contract, force majeure is understood as events beyond the control of the parties and which are unforeseeable, unavoidable and which make the performance of the Contract impossible and which are not caused by the negligence or inattention of the parties. Force majeure events may include but are not limited to war, riots, strikes, fires, floods, epidemics, quarantine or government policies and regulations.</p> <p>21.3. When a force majeure event occurs, the party affected by the force majeure event must promptly notify the other party in writing of the event and the cause of the event within 14 days from the date of the force majeure event. At the same time, transfer to the other party a certificate of the force majeure event issued by a competent organization at the place where the force majeure event occurred.</p> <p>The contractor affected by the force majeure event must continue to perform its contractual obligations as practically possible and must seek all reasonable measures to limit the consequences of the force majeure event.</p> <p>21.4. The time for a Party to complete a work under this</p> |

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|                                      | <p>Contract shall be extended by a period equal to the period during which the Party was unable to perform the work due to the Force Majeure Event.</p> <p>21.5. During the period of failure to perform the Services due to the Force Majeure Event, the Contractor shall, at the request of the Employer, be obliged to:</p> <p>(a) Stop mobilizing experts, in which case the Contractor shall be reimbursed for the additional costs that it has incurred in a reasonable and necessary manner. In case the Employer requests the restoration of the Services, the Contractor shall also be reimbursed for these costs; or</p> <p>(b) Continue to perform the Services to the extent possible; in which case the Contractor shall continue to be paid in accordance with the terms of the Contract and shall be reimbursed for the additional costs that it has incurred in a reasonable and necessary manner.</p> <p>In the event of a dispute between the Parties due to the occurrence or prolongation of the Force Majeure Event, the dispute shall be resolved in accordance with the provisions of Section 22 of this Chapter.</p> <p>21.6. Termination of Contract and Payment in the Event of Force Majeure (if any)</p> <p>a) If the performance of the Contract is suspended due to a Force Majeure event notified in accordance with the Contract for a period of time in which the total number of days of suspension is greater than the number of days of Force Majeure event notified, either party shall be entitled to give notice of termination to the other party.</p> <p>b) In this event of termination, the Employer shall pay the Contractor:</p> <ul style="list-style-type: none"> <li>- Payments for any work completed at the price stated in the Contract.</li> <li>- The cost of equipment and materials ordered for the package (if any) which have been delivered to the Contractor. Such equipment and materials shall become the property (and risk) of the Employer when paid for by the Employer and the Contractor shall leave them at the Employer's disposal.</li> </ul> |
| <p><b>22. Dispute Resolution</b></p> | <p>22.1. The Contractor and the Investor shall be responsible for resolving any disputes arising between the two parties through negotiation and conciliation.</p> <p>22.2. If the dispute cannot be resolved through negotiation</p>   |



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|                   | and conciliation within the time specified in the Specific Conditions from the date of the dispute, any party may request that the dispute be resolved according to the mechanism specified in the Specific Conditions.   |
| <b>23. Notice</b> | <p>23.1 Any notice given by one party to the other party in connection with the Contract must be in writing, to the address specified in the Particular Conditions.</p> <p>23.2 A notice given by one party shall be effective from the date of receipt by the other party or from the effective date stated in the notice, whichever is later.</p> |

## Chapter VII. SPECIFIC CONDITIONS OF THE CONTRACT

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| <b>GCC 1.1</b>     | Investor: Institute of Forestry and Sustainable Development<br>+ Address: Thai Nguyen University of Agriculture and Forestry, Quyet Thang Commune, Thai Nguyen City, Thai Nguyen Province; Phone: 02083854005  |
| <b>GCC 1.3</b>     | Contractor: _____<br>[insert name, address, account number, tax code, telephone, fax, email of Contractor]   |
| <b>GCC 1.10</b>    | Project location: In Thai Nguyen city  |
| <b>GCC 1.11</b>    | Effective date of the contract: The contract is effective from the date the two parties sign the contract  |
| <b>GCC 2.2 (i)</b> | Other documents: Bidding documents and documents amending the Bidding documents (if any); Bidding documents and documents clarifying the Bidding documents of the winning Bidder (if any); Minutes of contract negotiation; Contract performance guarantee. Other accompanying documents (if any).   |
| <b>GCC 4.1</b>     | Use of documents and information related to the contract: According to current regulations.  |
| <b>GCC 7</b>       | Type of contract: Lump sum.  |
| <b>GCC 8</b>       | The contract price includes all costs, interest and any taxes payable by the contractor.<br><br>(1) For lump sum contracts: the contract price is fixed for the scope of work stated in the contract and terms of reference.   |
| <b>GCC 10</b>      | - Payment method: Bank transfer.<br>- Payment currency: VND.<br>- Payment term: According to current regulations.<br>During the contract implementation, if at the time of payment, if the tax policy changes (increases or decreases) and the contract stipulates tax adjustment, and the Contractor presents documents clearly identifying the tax amount incurred, the difference in tax policy will be adjusted according to the provisions in the contract. |
| <b>GCC 11</b>      | Service product warranty: not applicable.  |
| <b>GCC 12</b>      | Contract execution time: 90 days   |

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| <b>GCC 13.1</b> | Time for the receiving party to respond to the request for contract amendment from the Investor or Contractor: 07 days from the date of receipt of the request for contract adjustment based on the specific requirements of the adjustment content.  |
| GCC 13.2 (e)    | Other cases: _____ [write other cases (if any) in accordance with the provisions of law]  |
| <b>GCC 14.2</b> | Time for the contractor to replace personnel: 05 days from the date of receipt of the request for personnel replacement from the Investor.  |
| <b>GCC 16.1</b> | List of subcontractors: None  |
| <b>GCC 16.2</b> | Total value of work performed by the subcontractor does not exceed: 0%  |
| <b>GCC 16.4</b> | Other requirements for subcontractors: _____<br>[Write other requirements for subcontractors (if any)].   |
| <b>GCC 17</b>   | <p>Depending on the scale, nature and requirements of the bid package, this content is specifically regulated in one of the following ways:</p> <ul style="list-style-type: none"> <li>- Apply both a penalty for breach of contract and compensation for damages.</li> </ul> <p>1. Penalty for breach of contract: Application</p> <p>In case of applying a penalty for breach of contract, the regulations are as follows:</p> <p>a) The Contractor shall be fined at the rate of: 0.5% of the contract value for the delayed progress for each day of delay in completing the work under the contract.</p> <p>The total fine shall not exceed: 12% of the contract value of the breach. The Investor may deduct the fine from the Contractor's due payments.</p> <p>b) In case the Investor delays payment to the Contractor as prescribed in Section 10 of the General Conditions, the Investor must pay interest to the Contractor at the basic interest rate prescribed by the State Bank of Vietnam. The time is calculated from the first day of late payment until the date the Investor fully pays the Contractor.</p> <p>2. Compensation for damages: Application</p> <p>In case of applying compensation for damages, the</p> |

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|                 | <p>provisions on compensation for damages shall be in one of the following ways:</p> <ul style="list-style-type: none"> <li>- Compensation for damages on the basis of the entire actual damage;</li> </ul>   |
| <b>GCC 19.1</b> | <p>Termination of contract due to contractor's violation: Contractor fails to arrange key personnel stated in the Bidding Documents or replacement personnel do not have equivalent experience and capacity.</p>  |
| <b>GCC 20</b>   | <p>Termination of contract due to the fault of the Investor:</p> <ul style="list-style-type: none"> <li>a) The contracting party goes bankrupt, dissolves or transfers the construction contract to another person or organization without the consent of the contractor.</li> <li>b) The contracting party fails to pay the contractor from the date the contracting party receives complete and valid payment documents, unless otherwise agreed by the parties.</li> </ul>   |
| <b>GCC 22.2</b> | <p>Dispute resolution: 20 working days. If the dispute cannot be resolved by negotiation and conciliation within 30 days from the date of dispute, the two parties agree to choose Thai Nguyen Provincial Economic Court as the dispute resolution agency, the dispute resolution costs will be implemented according to the Court's decision..</p>   |
| <b>GCC 23.1</b> | <p>Address for the two parties to notify each other of the information as prescribed:</p> <ul style="list-style-type: none"> <li>- Contact address of the Investor:<br/>Institute of Forestry and Sustainable Development<br/>+ Address: Thai Nguyen University of Agriculture and Forestry, Quyet Thang Commune, Thai Nguyen City, Thai Nguyen Province; Phone: 02083854005<br/>E-mail: <a href="mailto:Tuanbui.ifs@gmail.com">Tuanbui.ifs@gmail.com</a>/ thithivi.90@gmail.com</li> <li>- Contact address of the contractor: _____<br/>Phone: _____<br/>Fax: _____<br/>E-mail: _____</li> </ul> |

## **CHAPTER VIII. CONTRACT FORM**

Depending on the nature and requirements of the bid package, the appropriate type of Consulting Service contract shall be applied.

In case the contract has one or more component contracts, the Investor shall apply the Consulting Service contract form of the lump sum contract and the time-based contract type to build the Consulting Service contract.

When using it, it is necessary to pay attention not to change the General Conditions, the terms in the Specific Conditions must be implemented as described in the italicized notes for each term.

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

\_\_\_\_\_, date \_\_\_\_ month \_\_\_\_ year \_\_\_\_

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

Bid Package: \_\_\_\_\_

Project: \_\_\_\_\_

- Pursuant to <sup>(2)</sup> \_\_\_\_ ( *Civil Code dated November 24, 2015*);- Pursuant to <sup>(2)</sup> \_\_\_\_ ( *Law on Bidding dated June 23, 2023*);

- Pursuant to Decision No. \_\_\_\_ dated \_\_\_\_ month \_\_\_\_ year \_\_\_\_ of \_\_\_\_ on approving the results of contractor selection for package \_\_\_\_ [name of package] and Notice of acceptance of bidding documents and contract award No. \_\_\_\_ dated \_\_\_\_ month \_\_\_\_ year \_\_\_\_ of the Inviting Party;

- Pursuant to the minutes of negotiation and contract finalization signed by the Inviting Party and the winning Bidder on \_\_\_\_ month \_\_\_\_ year \_\_\_\_;

- Other grounds (if any).

We, representing the parties signing the contract, include:

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

Investor Name: \_\_\_\_\_

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

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

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

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

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

Tax code: \_\_\_\_\_

Representative is Mr./Ms.: \_\_\_\_\_

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

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

Contractor Name: \_\_\_\_\_

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

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

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

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

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

Tax code: \_\_\_\_\_

Representative is Mr./Ms.: \_\_\_\_\_

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

Authorization letter to sign the contract No. \_\_\_ dated \_\_\_ month \_\_\_ year \_\_\_ (in case of authorization).

The two parties agree to sign a contract to provide consulting services with the following contents:

**Article 1. Subject of the contract**

The subject of the contract is the services detailed in Appendix A “Terms of Reference” attached.

**Article 2. Components of the contract**

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

1. Contract document;
2. Contract appendix including terms of reference, contractor's personnel, contractor's reporting responsibilities;
3. Specific conditions of the contract that have been fully filled in and include the contents of corrections, additions, clarifications during the process of selecting the contractor, negotiating the contract (if any), and finalizing the contract (if any);
4. Minutes of contract negotiation, minutes of finalizing the contract (if any);
5. General conditions of the contract;
6. Decision approving the results of contractor selection;
7. Letter of acceptance of the Bidding Documents and award of the contract;
8. Bidding documents and documents clarifying the Bidding Documents of the Contractor (if any);
9. Bidding documents and documents amending and clarifying the Bidding Documents (if any);
10. Other documents specified in the Specific Conditions.

**Article 3. Responsibilities of Party A**

1. The Investor commits to pay the Contractor according to the contract price and method stated in Article 5 of this contract as well as fully perform other obligations and responsibilities stipulated in the General Terms and Conditions of the contract.

2. The Investor appoints Mr./Ms. \_\_\_\_\_ [Full name] as the responsible officer of the Investor to coordinate activities within the scope of this contract.

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

1. Perform the obligations stated in Article 1 of this contract;

2. Ensure the mobilization and arrangement of personnel listed in Appendix B “Contractor’s Personnel” to perform the service;

3. Submit reports to the Investor within the time limit and in the forms stated in Appendix C “Contractor’s reporting responsibilities”;

4. Fully perform other obligations and responsibilities stated in the General Terms and Conditions of the contract.

#### **Article 5. Contract price and payment method**

a) Contract price: [insert value in figures, in words and contract currency]

Contract price: \_\_\_\_\_ [insert value in figures, in words and contract currency]. This amount includes all costs, interest and any taxes payable by the Contractor.

b) Payment term:

[Insert value/percentage and currency] when the contract comes into effect (in case of advance payment).

[Insert value/percentage and currency] when the Employer receives and approves the draft report prepared by the Contractor.

[Insert value/percentage and currency] when the Employer receives and approves the final report.

Total payment amount [Insert value and currency]

[Payment term may be changed to suit the output reports detailed in Appendix C].

c) Payment method: \_\_\_\_\_ [payment method as prescribed in Section 10.2 Specific Conditions].

#### **Article 6. Contract type**

Contract type: [contract type as prescribed in Specific Conditions].



**Article 7. Contract performance period:** \_\_\_\_ [in accordance with the provisions in Section 9 General Conditions, Bidding Documents and the results of the contract completion between the two parties].

**Article 8. Contract validity**

1. The contract is effective from \_\_\_\_.

2. The contract expires after the two parties liquidate the contract in accordance with the law.

The contract is established with the consent of all parties.

**LEGAL REPRESENTATIVE  
OF THE CONTRACTOR**

**LEGAL REPRESENTATIVE OF  
THE INVESTOR**

**Notes:**

*(1) Based on the scale and nature of the bid package, the content of the contract according to this form can be amended and supplemented accordingly, especially for the contents when completing the contract that are different from the Specific Conditions.*

*(2) Update legal documents according to current regulations.*

**APPENDIX**

**Appendix A: Terms of Reference**

**Appendix B: Contractor Personnel**

**Appendix C: Contractor Reporting Responsibilities.**

**Form 17****LETTER OF ACCEPTANCE OF TENDER DOCUMENTS AND  
CONTRACT AWARD <sup>(1)</sup>**

\_\_\_\_\_, date \_\_\_\_ month \_\_\_\_ year \_\_\_\_

To: \_\_\_\_\_ [name and address of the winning Bidder] (hereinafter referred to as “Bidder”)

Regarding: Notice of acceptance of Bidding Documents and award of Contract

Pursuant to Decision No.\_\_\_\_ dated\_\_\_\_ month\_\_\_\_ year\_\_\_\_ of \_\_\_\_\_ [name of the investor] (hereinafter referred to as “Investor”) on approving the results of contractor selection for the package\_\_\_\_\_ [name, number of the bidding package], the Inviting Party\_\_\_\_\_ [name of the Inviting Party] (hereinafter referred to as “Inviting Party”) hereby announces: The Investor has approved the Bidding Documents and awarded the contract to the Bidder to implement the package\_\_\_\_\_ [name, number of the bidding package.] with the contract price of \_\_\_\_\_ [write the winning bid price in the decision approving the results of the contractor selection] with the implementation period of the package being\_\_\_\_ [write the implementation period in the decision approving the results of the contractor selection].

Request the legal representative of the Contractor to complete and sign the contract with the Investor and the Inviting Party according to the following plan:

- Time to complete the contract:\_\_\_\_ [write the time to complete the contract], at the location (2)\_\_\_\_ [write the location to complete the contract].

This document is an inseparable part of the contract documents. After receiving this document, the Contractor shall complete and sign the contract according to the above provisions. The Investor shall refuse to complete and sign the contract with the Contractor in case it is discovered that the current capacity of the Contractor does not meet the requirements for implementing the bidding package.

If by the date \_\_\_\_month\_\_\_\_year\_\_\_\_ the Contractor does not complete and sign the contract or refuses to complete and sign the contract according to the above requirements, the Contractor shall be disqualified.

**Legal representative of the Inviting Party**

[write name, title, signature and seal]

*Notes:*

(1) During the process of completing the contract, the parties must fill in and include all the contents, including the contents of corrections, additions, and clarifications during the process of selecting the contractor, negotiating the contract (if any), and completing the contract (if any) into the specific conditions of the contract to form an electronic contract document.

(2) It is encouraged to complete the contract via electronic means. In case the contract is completed directly, the Investor fills in the information about the location (office, Investor's agency, etc.) for the Contractor to come to complete the contract.

AUTHORIZATION DOCUMENT <sup>(1)</sup>

Today, date \_\_\_\_ month \_\_\_\_ year \_\_\_\_, at \_\_\_\_

I am \_\_\_\_ [name, ID card number or passport number, title of the legal representative of the contractor], the legal representative of \_\_\_\_ [name of contractor] with address at \_\_\_\_ [address of contractor] hereby authorize \_\_\_\_ [name, ID card number or passport number, title of authorized person] to perform the following tasks during the bidding process for package \_\_\_\_ [name of package] of the project/procurement estimate \_\_\_\_ [name of project/procurement estimate] organized by \_\_\_\_ [name of Investor]:

*[- Signing of bidding documents*

*- Negotiating contracts (if any) in case of direct contract negotiation;*

*- Participating in the contract finalization process in case of direct contract finalization.](2).*

The above authorized person shall only perform the work within the scope of authorization as the legal representative of \_\_\_\_ [name of the contractor]. \_\_\_\_ [name of the contractor's legal representative] shall be fully responsible for the work performed by \_\_\_\_ [name of the authorized person] within the scope of authorization.

The authorization shall be effective from \_\_\_\_ to \_\_\_\_ (3). This authorization shall be made in \_\_\_\_ copies with equal legal value, the authorizing person shall keep \_\_\_\_ copies, the authorized person shall keep \_\_\_\_ copies, and the Inviting Party shall keep \_\_\_\_ copies.

**Authorized person**

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

**Authorized Person**

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

Notes:

(1) In case of authorization, the original power of attorney must be sent to

the Inviting Party when comparing documents, negotiating, and finalizing the contract. The authorization of the legal representative of the contractor to the deputy, subordinate, branch director, or head of the representative office of the contractor to perform one or more of the above-mentioned tasks on behalf of the legal representative of the contractor. The use of a seal in the case of authorization can be the seal of the contractor or the seal of the unit to which the relevant individual is authorized. The authorized person must not continue to authorize another person.

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

(3) Record the effective date and expiration date of the power of attorney in accordance with the process of comparing documents, negotiating, finalizing, and signing the contract. The power of attorney must be effective before the date of performing the authorized tasks..