

BIDDING DOCUMENTS

Number of Bidding Package: Bidding package No. 5

Name of Bidding package: Purchase of import and export data of Vietnam and major trading partners in phases for the early warning system

Project: Building and Effectively Operating a Trade Remedy Early Warning System

Date of issue: _____

Enclosed with Decision: _____

**BIDDING DOCUMENTS
PREPARATION CONSULTANT
CENTER
FOR PROCUREMENT SUPPORT
DIRECTOR**

**PROCURING ENTITY
TRADE REMEDIES AUTHORITY
OF VIETNAM
GENERAL DIRECTOR**

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APPENDIX

Abbreviation	
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Abbreviations

Law on Bidding	Law on Bidding No. 43/2013/QH13 dated November 26, 2013 of the National Assembly
Decree No. 63/2014/ND-CP	Government's Decree 63/2014/ND-CP dated June 26, 2014 on guidelines for the Law on bidding in terms of selection of bidder
ITB	Instructions to bidders
BDS	Bid data sheet
GCC	General conditions of the contract
SCC	Special conditions of the contract
VND	Vietnamese dong

PART 1. BIDDING PROCEDURES
CHAPTER I. INSTRUCTIONS TO BIDDERS

A. GENERAL

Section 1. Scope of Bid

1.1. The Employer indicated in the BDS, issues these Bidding Documents for the procurement of non-consulting services as specified in Part 2 – Supply Requirements.

1.2. Contract duration shall comply with the BDS.

Section 2. Sources of Funds

Sources of Funds (or capital-raising methods) to be used for the package are specified in the BDS.

Section 3. Prohibited acts in bidding

Fraud and corruption are prohibited as prescribed in Article 89 of the Law on Bidding.

Section 4. Bidder's eligibility

4.1. Have enterprise registration certificate, establishment decision (or equivalent documents of constitution or association) issued by the competent authority of the country in which the Bidder is operating.

4.2. Keep independent accounting records.

4.3. Be not undergoing dissolution process, are not thrown into bankruptcy, and do not incur bad debts as prescribed by law.

4.4. Comply the competition requirements in bidding as prescribed in Article 6 of the Law on Bidding and Article 2 of Decree No. 63/2014/ND-CP.

4.5. Be not banned from bidding as prescribed in law on bidding.

4.6. Have registered on national bidding network.

4.7. May have a member in a joint venture or a subcontractor who is a Vietnamese contractor as prescribed in the Bid Data Sheet.

Section 5. Contents of Bidding Documents

5.1. The Bidding Documents consist of Part 1, Part 2, Part 3 in conjunction with any Addendum to the Bidding Documents (if any), specifically including the following contents:

Part 1. Bidding Procedures:

- Chapter I. Instructions to Bidders;
- Chapter II. Bid Data Sheet;
- Chapter III. Evaluation and Qualification Criteria;
- Chapter IV. Bidding Forms.

Part 2. Supply Requirements:

- Chapter V. Supply Requirements.

Part 3. Terms and Conditions of Contract and Contract Forms:

- Chapter VI. General Terms and Conditions of Contract;
- Chapter VII. Special Terms and Conditions of Contract;
- Chapter VIII. Contract Forms.

5.2. Invitation letter for Bid, Notification for Bid issued or provided by Employer is not a part of the Bidding Documents.

5.3. The Employer is not responsible for the accuracy and completeness of the Bidding Documents and their addenda, minutes of pre-bid meeting (if any) or documents on amendments to Bidding Documents as specified in Section 7 of the ITB if they were not obtained directly from the Employer. If documents received by the Bidder and documents issued by the Employer are different, the later shall apply.

5.4. The Bidder shall examine all instructions, forms, terms, and specifications in terms of the Supply Requirements and other requirements in the Bidding Documents to furnish all information or documentation required by the Bidding Documents.

Section 6. Clarification of Bidding Documents

6.1. A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Employer in writing or ask questions in the pre-bid meeting (if any). The Employer will respond in writing to any request for clarification, provided that such request is received no later than a given days prior to the

deadline for submission of Bid as specified in **BDS**. The Employer shall forward copies of its response to the Bidder making such a request and all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Employer deems it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under Section 7 of the ITB.

6.2. In exceptional circumstances, the Employer may hold a Pre-Bid Meeting to clarify issues and answer questions on any matter that may be raised in connection with the Bidding Documents. The minutes of the pre-bid meeting and the Clarification of Bidding Documents shall be made by the Employer and forwarded to all those who have acquired the Bidding Documents directly from the Employer. Should the Employer deem it necessary to amend the Bidding Documents as a result of a pre-bid meeting, it shall do so following the procedure under Section 7 of the ITB. The minutes of the pre-bid meeting is not an addendum of the Bidding Documents. Absence from the pre-bid meeting is not a reason for disqualifying a Bidder.

Section 7. Amendment of Bidding Documents

7.1. At any time prior to the deadline for submission of Bid, the Procuring Entity may amend the Bidding Documents by issuing addendum.

7.2. Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Employer.

7.3. In a case where the Employer amends the Bidding Documents, the Employer shall send the decision on amendments and detailed clarifications to the Bidders. Each addendum shall be sent to the Bidders within a given time as specified in the **BDS**. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of Bid in accordance with Section 21.2 of the ITB. The Bidder shall notify the Employer of acknowledgment of the addendum by one of the following methods: by hand, by post, via fax or email.

Section 8. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid. The Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

Section 9. Site Visit

Site visit is not necessarily conducted.

Section 10. Language of Bid

The Bid, as well as all documents and files exchanged between the Employer and the Bidder shall be written in the language specified in the **BDS**.

Section 11. Currencies of Bid and Payment

The bid price is quoted in the currency specified in the **BDS**. For domestic costs related to the implementation of the bidding package, the contractor shall bid in Vietnamese Dong

Section 12. Documents Comprising the Bid

The Bid shall comprise the following:

- 12.1. Letter of Bid, in accordance with Section 13 of the ITB;
- 12.2. Joint venture agreement for Bidder in a joint venture, if any, using Form 03 in Chapter IV - Bidding Forms;
- 12.3. Bid Security, in accordance with Section 18 of the ITB;
- 12.4. Written confirmation authorizing the Bidder, the signatory of the Bid to commit the Bidder, in accordance with Section 4 and Section 19.3 of the ITB;
- 12.5. Documentary evidence establishing the Bidder's qualifications in accordance with Section 16 of the ITB;
- 12.6. Technical Proposal and documentary evidence establishing that Services conform to the Bidding Document in accordance with Section 15 of the ITB;
- 12.7. Price Proposal and Activity Schedules completed, in accordance with Section 13 and Section 14 of the ITB; and
- 12.8. Any other document required as specified in the **BDS**.

Section 13. Letter of Bid and Activity Schedules

The Bidder shall prepare the Letter of Bid and complete Activity Schedules using the relevant forms furnished in Section IV - Bidding Forms.

Section 14. Bid Prices and Discounts

14.1. Bid price means the price to be quoted in the Letter of Bid, including the total price of the bid (excluding any discounts offered) to perform the package, in accordance with Part 2 – Supply requirements.

14.2. The Bidder shall submit the Bid with all lots and items specified in ITB Section 1.1 and the Bid unit price and amount of all lots and items shall be stated in columns "List of Services" and "Description" in the Grand Summary for each item or component prescribed in Chapter IV - Bidding Forms.

In case the Bidder insert no value or insert "0" in the columns "unit price" and "total price", the Bidder shall be considered allocating the price of this service item to another service item of the package, the Bidder shall be responsible for executing these service items in conformity with the Bidding Documents' requirements without any payment from the Employer during the contract performance.

14.3. Discount offered by the Bidder shall be written directly on the Letter of Bid or on a separate Letter of Discount. The Bidder shall specify the discounting method and discounted items mentioned in Columns "List of Services". If discounting method is not specified, it will be understood all items mentioned in the column "List of Services" receive equal discounts. The Letter of Discount may be submitted separately or together with the Bid as long as it is received by the Employer before the deadline for submission of Bid. Any Letter of Discount separately submitted shall comply with ITB Sections 20.2 and 20.3. The Letter of Discount shall be preserved as part of the Bid and opened together with the Bid.

14.4. The Bidder shall be held accountable for their unit price to perform task as required by the Bidding Documents. If the Bid Price is not usual, the Employer may request the Bidder to clarify the proportion of unit price in accordance with ITB Section 26. The Bid Price quoted by the Bidder shall include all taxes, fees and charges (if any) determined at 28 days prior the deadline for submission of Bid. In case the Bid Price is not inclusive of taxes, fees and charges (if any), the Bid of the Bidder shall be rejected.

Section 15. Documents Establishing the Conformity of Services

15.1. To establish the conformity of the Non-Consulting Services to the bidding documents, the Bidder shall furnish as part of its Bid the documentary evidence that Services provided conform to the technical specifications and standards specified in Chapter V Part 2 - Supply Requirements.

15.2. Standards for provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality provided that it demonstrates, to the Employer's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Chapter V - Supply Requirements.

Section 16. Documents Establishing the Eligibility and Qualifications of the Bidder

16.1. The Bidder shall fill essential information in the forms mentioned in Chapter IV – Bidding Forms to establish the Bidder’s qualifications to perform the contract in accordance with Chapter III - Evaluation and Qualification Criteria. The Bidder shall prepare original documents for verification at the request of the Employer.

16.2. The documentary evidence of the Bidder’s qualifications to perform the Contract if its Bid is accepted as provided for in the **BDS**.

Section 17. Period of Validity of Bids

17.1. The Bid shall remain valid for the period which is not shorter than the period specified in the BDS.

A Bid valid for a shorter period shall not be considered further.

17.2. In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request bidders to extend the period of validity of their Bids. If a Bid Security is requested, it shall also be extended for a corresponding period (equivalent to the extended validity period plus 30 days). If the Bidder refuses the request, its Bid shall not be kept considering and the Bid Security shall be returned. The Bidder accepting the request may not change any content of the Bid. The request for extension and the responses shall be made in writing.

Section 18. Bid Security

18.1. When submitting a bid, the Bidder shall furnish a Bid Security before the deadline for submission of Bid in the form of either a letter of credit or a bank guarantee from a bank or a credit institution lawfully operating in Vietnam or a deposit in cheque under ITB Section 18.2. If the letter of credit is used, it must be made in accordance with Form 04 of Chapter IV - Bidding Forms or in another form provided that it contains essential contents. In the event that the validity period of the bid is extended as prescribed in ITB Section 17.2, the Bid Security is also extended with the same validity period.

If a joint venture makes a bid, it may perform the Bid Security following one of two methods below:

a) Every JV’s Party may perform separate Bid Security provided that total value of the Bid Security is not lower than that mentioned in ITB Section 18.2; if the Bid Security is not valid, the Bid of the joint venture shall be rejected as non-responsive. If any JV’s Party violates law on bidding leading its Bid Security is not returned as prescribed in ITB Section 18.5, and the Bid Security shall not be returned.

b) If all JV's Parties conclude an agreement in which one Party will be responsible for its Bid Security or for Bid Security of other Parties in the joint venture. The Bid Security shall be in the name of the joint venture or the JV's Party in charge provided that the total value is not lower than that mentioned in ITB Section 18.2. If any JV's Party violates law on bidding leading its Bid Security is not returned as prescribed in ITB Section 18.5, and the Bid Security shall not be returned.

18.2. Value, currency and validity period of the Bid Security shall be specified in the **BDS**.

18.3. A Bid Security shall be considered ineligible in one of the following cases: it has lower value, shorter validity period as required in ITB Section 18.2, inaccurate the Employer's name (beneficiary), non-original paper and invalid signature and accompanying of disadvantaged conditions to the Employer.

18.4. The unsuccessful Bidder shall be either returned or released the Bid Security within the period as prescribed in the **BDS**, from the date on which the notification of the Bidder selection is sent. With regard to the successful Bidder, the Bid Security shall be returned or released after the Bidder performs Performance Security.

18.5. The Bid Security shall not be returned in one of the following cases:

a) The Bidder withdraws its Bid after the deadline for submission of Bid and during the period of bid validity;

b) The Bidder violates law on bidding which leads to be cancelled bid as prescribed in ITB Section 35.1;

c) The Bidder fails to furnish the Performance Security as prescribed in ITB Section 40;

d) The Bidder fails to or refuses to negotiate finalize the contract, within a period of 5 days from the date of receipt of notification of contract negotiation except for force majeure cases;

dd) The Bidder fails or refuses to finalize and sign the contract, within a period as mentioned in the notification of contract award sent by the Employer except for force majeure cases.

Section 19. Format and Signing of Bid

19.1. The Bidder shall prepare 01 original and certain number of photocopies as specified in the **BDS**.

If there any amendments to or replacement for the Bid, the Bidder shall prepare one original and a number of photocopies of the Bid as prescribed in the **BDS**. The cover of the documents comprising the Bid shall be clearly marked “MODIFIED BID ORIGINAL”, “MODIFIED BID PHOTOCOPY”, “SUBSTITUED BID ORIGINAL”, “SUBSTITUTED BID PHOTOCOPY”.

19.2. The Bidder shall be responsible for the discrepancy between the original and the copies. In the event of any discrepancy between the original and the copies does not lead to any change to the rank of the Bidder, the original shall prevail. In the event of any discrepancy between the original and the copies leading change to the rank of the Bidder, the Bid shall be rejected.

19.3. The original of the Bid shall be typed or written in indelible ink and have page numbers. Letter of Bid, Letter of Discount (if any), additional documents, clarifying documents, Price Schedule and other forms prescribed in Chapter IV - Bidding Forms must bear the signature and seal of the Bidder’s legal representative or authorized representative (if any). The authorized representative must obtain a Power of Attorney using form 02 of Chapter IV – Bidding Forms or a copy of the Company Charter, a certified Decision on Establishment of branch or other documents proving the competence of the authorized representative, and it shall be submitted together with the Bid.

19.4. If the Bidder is a joint venture, the Bid must bear the signatures of legal representatives or all JV’s Parties or the Party that represents the joint venture according to the joint venture agreement. In order to ensure that all JV’s Parties are legally bound, the joint venture agreement must bear the signatures of legal representatives of all JV’s Parties.

19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

Section 20. Sealing and Marking of Bids

20.1. The Bid envelope contains the original and the copies and clearly mark it “BID”. If there is any modification or replacement of Bid, the modified or substituted documents (including the original and the copies) shall be put into envelopes and clearly mark it “MODIFIED BID”, “SUBSTITUTED BID”. These envelopes for Bid; Modified Bid, Substituted Bid (if any) shall be sealed. The sealing of envelopes shall comply with regulations provided by the Bidder.

20.2. The outer envelopes shall:

- a) bear the name and address of the Bidder;
- b) be addressed to the Employer in accordance with ITB Section 21.1;

- c) bear the name of the procurement in accordance with ITB Section 1.1; and
- d) bear a warning “not to open before the time and date for Bid opening”.

20.3. If the envelopes are not sealed or the seals thereof are lost during the process they are transferred to the Employer, or they are not marked as required in ITB Sections 20.1. and 20.2, the Bidder shall be responsible for those violations. The Employer will assume no responsibility for the confidentiality of the bid if the Bidder fails to comply with above regulations.

Section 21. Deadline for Submission of Bids

21.1. Bids must be received by the Employer at the address and no later than the deadline for submission of Bid. The Employer’s address and the deadline for submission of bids are specified in the **BDS**. The Employer shall receive Bids of all Bidders submitted before the deadline for submission of Bid, including those who have bought or received the Bidding Documents from the Employer. Any Bidder that has not bought the Bidding Documents must pay the Employer an amount equal to the selling price for a set of Bidding Documents before their Bid envelopes are received.

21.2. The Employer may extend the deadline for submission of Bid by amending the Bidding Documents in accordance with ITB Section 7. in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

Section 22. Late Bids

The Employer shall not consider any bid that arrives after the deadline for submission of bids. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected and returned unopened to the Bidder.

Section 23. Withdrawal, Substitution, and Modification of Bids

23.1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 10, duly signed by a legal representative or an authorized representative, and shall include a copy of the Power of Attorney in accordance with ITB Section 19.3. The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- a) submitted in accordance with ITB Sections 19 and 20, and in addition, the respective envelopes shall be clearly marked “MODIFIED BID” or “SUBSTITUTED BID”;

b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB Section 21.

23.2. Bids requested to be withdrawn in accordance with ITB Section 23.1 shall be returned unopened to the Bidders.

23.3. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

Section 24. Bid Opening

24.1. Except as in the cases specified in ITB Sections 22 and 23, the Employer shall, at the Bid opening, publicly open and read out all Bids received prior to the deadline for submission of Bid in accordance with ITB Section 24.4. The Opening of Applications shall be held in public at the address, date and time specified in the **BDS** in the witness of participants being Applicants' representatives and relevant agencies and organizations. The Bid opening shall be conducted regardless of the absence of any Bidder's representative.

24.2. First, envelopes marked "WITHDRAWAL" shall be opened and read out and the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and such authorization is public in the Bid opening.

Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted. The substituted Bid shall not be opened, but returned to the Applicant. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and such authorization is public in the Bid opening.

Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification. Only envelopes that are opened and read out at the Bid opening shall be considered further.

24.3. The Opening of Bids shall be conducted to every Bid according to the alphabet order of Employers' names and the following procedures:

a) The seals shall be checked;

b) All envelopes, including original, modified or substituted Bid (if any) shall be opened and read out, as a minimum: the name of the Bidder, number of originals, copies, bid price in the Letter of Bid, the Bid Prices mentioned in the Grand Summary, value of discounts (if any), validity period of Bid, the performance period of contract, Bid Security value, validity period of Bid Security and other details as the Employer may consider appropriate. Only discounts read out at the Bid opening shall be considered further;

c) The representative of the Employer shall countersign the original of Letter of Bid, Grand Summary, Power of Attorney of Bidder's legal representative (if any), Letter of Discount, Joint Venture Agreement (if any). No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Section 22.

24.4. The Employer shall prepare a record of the Bid opening that shall include prescribed in ITB Section 24.3. The Employer's representatives and Bidders who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who participate in the Bid opening.

Section 25. Confidentiality

25.1. Information relating to the evaluation of Bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information on the Intention to Award the Contract is transmitted to all Bidders. No information mentioned in a Bid is disclosed to any other Bidders, except for information disclosed at the Bid opening.

25.2. Except for case of the bid clarification prescribed in ITB Section 26 and the negotiation of contract, the Bidder is not permitted to contact to the Employer on any matter related to its bid and the package from the bid opening time until the publication of Contract Award.

Section 26. Clarification of Bids

26.1. After the Bid opening, the Bidder must clarify the Bid at the Employer's request. Any request for clarification of the Employer and any response of the Bidder shall be in writing. In the event that there is no documentary evidence establishing the Bidder's qualifications in the Bidding Documents, the Employer shall request the Bidder to clarify and supplement that documentary evidence. Regarding technical and financial proposals mentioned in the Bid, the clarification may not change essential information about the Bidder, the Bid and the Bid price. The Bidder shall notify of receipt of Clarification of Bids in writing using one of the following methods: by hand, by post, via fax or email.

26.2. The Clarification of Bids between the Bidder and the Employer shall be in writing.

26.3. After the Bid closing, in the event that there is no documentary evidence establishing the Bidder's qualifications in the Bidding Documents, the Bidder may supplement that documentary evidence. During the period prescribed in the BDS, the Employer shall receive the Clarification of Bids sent by the Bidder; documentary evidence establishing the Bidder's qualifications shall be an integral part of the Bid. The Employer shall notify of receipt of Clarification of Bids in writing using one of the following methods: by hand, by post, via fax or email.

26.4. The Clarification of Bids shall only be made between the Bidder and the Employer having the bid that needs clarifying. The contents of the Clarification of Bids shall be treated as an integral part of the Bid by the Procuring Entity. Regarding clarification in terms of the Bidder's qualification, technical requirements or financial requirements, if the deadline for clarification expires, but the Bidder fails to send any clarification or the clarification does not satisfy requirements of the Employer, the Employer shall evaluate the Bid sent prior to the deadline for submission of Bid by the Bidder.

26.5. If necessary, the Employer shall request possibly successful Bidders to clarify their Bids. The Clarification of Bids shall be kept record. The Clarification of Bids shall be provided objectively and transparently.

Section 27. Responsiveness of Bids

27.1. The Employer shall determine a bid's responsiveness as prescribed in ITB Section 12.

27.2. A substantially responsive bid means one that meets all the requirements of the Bidding Documents without material deviation, reservation, or omission. In which, "deviation" is a departure from the requirements specified in the bidding document; "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and "omission" is the failure to submit part or all of the information or documentation required in the bidding document. A material deviation, reservation, or omission is one that:

a) if accepted, would affect in any substantial way the scope, quality, or performance of the work; or limit in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the proposed Contracts; or

b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

27.3. The Employer shall examine all technical aspects of the Bid submitted in accordance with ITB Sections 15, in particular, to confirm that all criteria prescribed in Part 2 have been met without any material deviation, reservation or omission.

27.4. If a bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

Section 28. Nonmaterial Nonconformities

28.1. Provided that a Bid is substantially responsive, the Employer may waive any nonconformity in the bid that do not constitute a material deviation, reservation or omission.

28.2. Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information and documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

28.3. Provided that a Bid is substantially responsive, the Employer shall rectify nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or nonconforming item or component.

Section 29. Subcontractors

29.1. The Contractor is entitled to enter into agreements with subcontractors mentioned in the list as prescribed in Form 17(a) of Chapter IV – Bidding Forms. There is no change to the responsibilities of the primary Contractor in spite of employment of any subcontractor. The Contractor shall be responsible for quantity, quality, schedule and other responsibilities performed by the subcontractor. The subcontractor's qualifications shall not be considered during the Contractor's bid evaluation. The Contractor is required to meet all qualification requirements (not considering qualification of subcontractors).

If the Contractor does not propose any subcontractor for any task, the whole package shall under responsibilities of the Contractor. If any subcontractor is employed during the performance of the contract, the Contractor shall be accused of conducting "Contract transfer" as prescribed in Clause 8 Article 89 of the Law on Bidding.

29.2. The Contractor shall not subcontract any task except for those tasks that have been proposed subcontracting in the Bid. Any subcontractor other than those mentioned in the Bid shall only be added or replaced with a reasonable and legitimate reasons and the Employer's consent; if not, the Contractor shall be accused of conducting "Contract transfer".

29.3. The Employer may permit the Contractor to employ special subcontractor as prescribed in the **BDS**. The Contractor shall make a list of special subcontractors with their qualifications and work experience. The Bidder shall evaluate the special subcontractor's qualifications according to the criteria prescribed in Section 2 Chapter III - Qualification Criteria in Chapter III - Evaluation and Qualification Criteria. If the subcontractor and the Contractor fail to satisfy the qualification criteria of the Bidding Documents for tasks that are required special subcontractor, the bid shall be considered as non responsive.

Section 30. Evaluation of Bids

30.1. Inspection and evaluation of the eligibility of the Bid:

- a) The eligibility of the Bid shall be inspected and evaluated in accordance with Section 1 Chapter III - Evaluation and Qualification Criteria.;
- b) The bidders having eligible Bids shall be considered further.

30.2. Qualification evaluation:

- a) The evaluation of Bidder's qualification shall comply with Section 2 of Chapter III - Evaluation and Qualification Criteria;
- b) The bidders satisfying qualification requirements shall be considered further.

30.3. Technical and cost evaluation:

- a) The Technical evaluation shall comply with Section 3 of Chapter III - Evaluation and Qualification Criteria;
- b) The bidders satisfying technical evaluation shall be considered further as prescribed in Section 4 of Chapter III - Evaluation and Qualification Criteria.

30.4. After the cost evaluation, the Employer shall prepare a list of ranking of bidders as prescribed in Section 4 Chapter III - Evaluation and Qualification Criteria and seek approval from the Employer. The first-ranking bidder shall be invited to enter into negotiation.

Section 31. Error correction and adjustment of deviation

31.1. Error correction means the correction of errors in the Bid, including arithmetical errors and other errors based on the following principles:

a) Arithmetical errors include errors due to incorrect addition, subtraction, multiplication and division when calculating bid price. If the Bidding Document requires a breakdown of the prices, the data of the breakdown of the prices shall be based on for the correction of arithmetical errors. If there is a discrepancy between the unit price and the total price, the unit price shall prevail and the total price shall be corrected; if there is an obvious misplacement of the decimal point in the unit price (10 times, 100 times, 1,000 times), the total price shall prevail and the unit price shall be corrected;

b) Other errors:

- If a total price is fully filled but the equivalent unit price is leaved blank, the unit price shall be determined by dividing the total price by the quantity; if a unit price is fully filled but the equivalent total price is leaved blank, the total price shall be determined by multiplying the unit price and the quantity; if a unit price and the equivalent total are fully filled but the equivalent quantity is leaved blank, the quantity shall be determined by dividing the total price by the unit price. If the additional quantity determined above is different from the equivalent quantity mentioned in the Bidding Documents, such discrepancy shall be the deviation related to Scope of Supply which shall be adjusted as prescribed in this Section;

- Physical unit errors: correct units in conformity with the Bidding Documents' requirements;

- If there is a discrepancy between Technical Proposal and Financial Proposal, the Technical Proposal shall prevail.

31.2. Adjustment of deviation:

a) If there is a deviation from Scope of Services, the deficiency shall be added and the redundancy shall be subtracted according to the equivalent unit price in the Bid;

If the Bid has a deviation as the unit price is left blank, the highest price of other Bids passing the technical evaluation shall be used as the basis for adjustment of deviation; if other Bids passing the technical evaluation also have no unit price, the unit price in the estimate shall be used as the basis for adjustment of deviation; if there is no estimate, the unit price forming the bid price shall be used as the basis for adjustment of deviation;

If only one Bidder is considered further after technical evaluation, the adjustment of deviation shall be carried out according to the equivalent unit price in the Bid of such Bidder; if the Bid has no unit price, the unit price in the estimate shall be

used; if the estimate has no unit price, the unit price forming the bid price shall be used as the basis for adjustment of deviation;

b) If the Bidder has a Letter of Discount, the correction and adjustment of deviation shall be carried out according to the Bid Price not deducted from the discount. The percentage (%) of deficient deviation shall be determined according to the Bid Price specified in the Letter of Bid;

c) If the Bidder having the Bid after adjustment of deviation ranked first is invited to negotiation of contract, the lowest unit price of other Bids passing the technical evaluation shall be used for negotiation of the negative deviation.

After error correction and adjustment of deviation as prescribed, the Employer shall notify the Bidder in writing of the error correction and adjustment of deviation as to the Bid. Within 03 working days from the date on which such a notice is received, the Bidder must reply the Employer if the Bidder accepts the error correction and adjustment of deviation as specified in the notice. If the Bidder does not accept such error correction and adjustment of deviation, the Bid shall be rejected.

Section 32. Incentives in Selection of Bidders

32.1. Entities eligible for incentives are domestic bidders; foreign bidders who form a joint venture with a domestic bidder having 25% or more of the work value of the bidding package.

32.2. Incentive principle: a Bidder who is eligible for incentives will have its Bid ranked higher than a non-eligible Bidder in a case where they are equally evaluated. After applying incentives, if an eligible Bidder is ranked equally to a non-eligible Bidder, the Bidder located in the place where the package is going to be carried out shall be ranked higher.

32.3. Ways to determine incentives shall be specified in the **BDS**.

Section 33. Negotiation of Contract

33.1. The contract negotiation is based on:

a) Bid evaluation report;

b) The Bid and Clarification of Bids (if any) submitted by the Bidder;

c) Bidding Documents.

33.2. Rules for Negotiation of Contract:

- a) Do not negotiate matters the Bidder offers as required by the bidding documents;
- b) The Negotiation of Contract may not change the price of the Bidder after error correction and adjustment of deviation and less discount (if any);
- c) When entering into negotiation of negative deviation, if the Bid has no unit price equivalent to the deviation, the lowest bid price among the Bids of Bidders responsive to technical specifications or the bid price in the approved estimate shall be chosen if only this Bidder passes the technical evaluation as the basis for the negotiation of such negative deviation.

33.3. Contract negotiation contents:

- a) Negotiating nonclarification or nonconformities between the Bidding Documents and the Bid, between different contents in the Bid possibly leading dispute or affecting the duties of contracting parties during the performance of the contract;
- b) Negotiating deviations discovered and proposed in the Bid by the Bidder (if any);
- c) Negotiating issues incurring from the bidder selection (if any) to complete the detailed contents of the package;
- dd) Negotiating other essential contents.

33.4. During the contract negotiations, both parties shall make a draft contract; special terms and conditions, and contract appendices, including detailed lists of Scope of Supply, Price Schedule and Performance Schedule.

33.5. If the negotiation is not successful, the Employer shall request the Employer to invite the bidder ranked next to contract negotiation. If the negotiation with the next bidders is not successful, the Employer shall request the Employer to consider canceling the bidding as prescribed in ITB Section 35.1.

Section 34. Conditions for Successful Bidder

A Bidder shall be proposed for contract award when the following conditions are satisfied:

34.1. The Bidder has an eligible Bid as prescribed in Section 1 Chapter III - Evaluation and Qualification Criteria;

34.2. The Bidder is qualified as required in Section 2 of Chapter III - Evaluation and Qualification Criteria;

34.3. The Bidder has a satisfactory technical proposal as prescribed in Section 3 of Chapter III - Evaluation and Qualification Criteria;

34.4. The deviation is not more than 10% of the Bid Price;

34.5. The Bidder shall be ranked first if the Bid Price after error correction and adjustment of deviation less discount (if any) is the lowest (in case of least-cost selection) or if the evaluated Bid Price is the lowest (in case of lowest evaluated bid selection).

34.6. The successful bid (including taxes, fees and charges (if any)) does not exceed the package price that has been approved. If the estimate of the bidding package is less than or greater than the approved package price, this estimate will replace the approved package price as the basis for consideration for contract award.

Section 35. Bidding Cancellation

35.1. The Employer shall notify the bidding cancellation in the following cases:

- a) All Bids fail to meet requirements mentioned in the Bidding Documents;
- b) The Employer changes objectives and scope of investment specified in the Bidding Documents;
- c) Bidding Documents fail to comply with law on bidding or other regulations of relevant law provisions, resulting in the nonsatisfaction of the successful bidder.
- d) There is evidence for corrupt, fraudulent or conclusive practice, or taking advantage of positions, powers aiming to interfere illegally in a bidding process to falsify results of bidder selection.

35.2. Any organization or individual violating law on bidding leading bidding cancellation (as prescribed in Point c and Point d of ITB Section 35.1) must compensate relevant contracting parties and face penalties as prescribed.

35.3. Regarding bidding cancellation prescribed in ITB Section 35.1, within 5 working days, the Employer shall return or release Bid Security to bidders, excluding bidding cancellation prescribed in Point d of ITB Section 35.1.

Section 36. Publishing results of bidder selection

36.1. Before the deadlines prescribed in the **BDS**, the Employer shall send notifications of bidder selection result to related bidders by post or fax and post it on national bidding network or the Vietnam Public Procurement Review Journal

as prescribed. The notification of bidder selection result shall consist of the following information:

- a) Name and number of bidding package;
- b) Name of the successful bidder;
- c) Address of the successful bidder;
- d) Successful bid price;
- dd) Type of contract;
- e) Contract duration;
- g) List of unsuccessful bidders and brief explanation for each of them.

36.2. Regarding bidding cancellation prescribed in Point a of ITB Section 35.1, the explanation for the bidding cancellation shall be provided in the notification of bidder selection result.

36.3. Upon the notification of the bidder selection result prescribed in ITB Section 36.1, if any unsuccessful bidder requests explanation, the Employer shall, within 05 working days from the date on which the notification of bidder selection result is published, give explanation.

Section 37. Change to quantity of Services

During the contract award process, according to the scope and nature of the package of non-consulting services, the Employer shall be entitled to increase or decrease the quantity of Services as provided in Chapter V Part 2 - Supply Requirements provided that such change does not exceed the rate prescribed in the **BDS** and does not relate to the unit price or other terms and conditions of the Bid and Bidding Documents.

Section 38. Letter of Acceptance and Award of Contract

Together with the notification of bidder selection result, the Employer shall send Letter of Acceptance and Notification of Award, including requirements pertaining to performance security, time for completion and conclusion of contract prescribed in form 19 of Chapter VIII – Contract Forms to the successful bidder, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. The Letter of Acceptance and Contract Award shall be an integral of the Contract documents. In the event that the successful bidder fails to complete and conclude the contract or pay Performance Security before the deadline mentioned in the Letter of Acceptance and Contract Award, such

bidder shall be rejected without Bid Security return as prescribed in Point dd ITB Section 18.5.

Section 39. Conditions for Signing of Contract

39.1. The Bid of the Bidder shall remain valid at the time of signing of contract.

39.2. At the time of signing of contract, the successful Bidder shall be determined to have technical and financial qualification to perform the contract. In case the Bidder is no longer qualified as prescribed in the Bidding Documents, the Employer shall refuse to conclude the contract with the Bidder. Then, the Employer shall cancel the decision on approval for bidder selection result and send Letter of Acceptance and Contract Award to the next ranked bidder.

39.3. The Employer shall ensure condition related to advance and payment capital, and other essential conditions to perform the contract on schedule.

Section 40. Performance Security

40.1. Before the effective date of the contract, the successful Bidder shall furnish the Performance Security in the form of a Bank Guarantee issued by a bank or a credit institution lawfully operating in Vietnam or a deposit in cheque as prescribed in Section 6.1 – Special Terms and Conditions of Contract (SCC). The Bidder shall, if applicable, use the Bank Guarantee form prescribed in form 21 of Chapter VIII - Contract Forms or another form which is approved by the Employer.

40.2. The Bidder shall be not returned the Performance Security in one of the following cases:

- a) Refuse to perform the contract on the effective date of the contract;
- b) Violate terms and conditions of the contract;
- c) Perform the contract behind the schedule and refuse to extend the validity period of the Performance Security.

Section 41. Handling Complaints in Bidding

Bidders are entitled to file complaints against the bidder selection progress and result to the Employer, competent persons, advisory board at the address prescribed in the BDS when they found their lawful rights and interests are infringed. The complaints in bidding shall be handled as prescribed in Section 1 of Chapter XII of the Law on Bidding and Section No. 2 Chapter XII of Decree No. 63/2014/ND-CP.

Section 42. Monitoring Bidder Selection Progress

When any act or content unaccordant with law on bidding is detected, the Bidder shall notify organizations or individuals of monitoring bidder selection progress as prescribed in the **BDS**.

Chapter II. BID DATA SHEET

ITB 1.1	Employer's name: Trade Remedy Authority of Vietnam – Ministry of Industry and Trade.
ITB 1.2	Contract duration: 30 days, from the effective date on which the contract to the date that warranty obligation arises (if any).
ITB 2	Sources of Funds (or capital-raising methods): Sources of funding for economic governance.
ITB 4.7	In case of international bidding, when participating in bidding, foreign bidders should form a joint venture with domestic bidders or use domestic sub-contractors, unless the domestic bidders are not capable of participating in any parts of the contract. In case of using subcontractors, in the Bid, the bidder may propose the parts of the work expected to be for the Vietnamese subcontractor without having to specify the name of the subcontractor; the Bidder must submit a commitment attached to the Bid, which says that, if won, they will use Vietnamese subcontractors to perform the proposed parts in the Bid.
ITB 6.1	Deadline for sending request of clarification of the Bidding Documents: 05 working days
ITB 7.3	<p>The Employer shall send Amendment of Bidding Documents to all bidders received the Bidding Documents from the Employer before the deadline for submission of Bid at least 15 working days.</p> <p>In case the time for sending Amendment of Bidding Documents does not comply with above regulations, the Employer shall extend the corresponding deadline for the submission of bids.</p>
ITB 10	Languages used: English and Vietnamese. Bidders can choose English and Vietnamese to prepare their Bids. Supporting documents and materials in the Bid may be written in another language and enclosed with a translated version into Vietnamese. In case of lacking a translation, the Procuring entity may request the Contractor for the additional documents
ITB 11	<p>Bid currencies: VND, USD.</p> <p>For a specific part of work, the bidder must bid in one currency.</p> <p>The currency used to convert all bid prices from different currencies into a single currency (conversion currency) for the purpose of evaluating and comparing bids is: VND</p> <p>The time to determine the</p>

	<p>exchange rate: 14 days before the date of bid closing (the date of bid closing is counted as the first day).</p> <p>Exchange rate reference: The selling rate of Vietcombank of the day that is 14 days before the date of bid closing.</p> <p>Intermediate currency: USD.</p>
ITB 12.8	<p>The Bidder shall submit the following documents in conjunction with the Bid:</p> <ul style="list-style-type: none"> - The documentary evidence of the origins of supply data
ITB 16.2	<p>The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted: Not Applicable.</p>
ITB 17.1	<p>Validity period of the Bid: ≥ 150 days, from the deadline for submission of Bid.</p>
ITB 18.2	<p>Contents of the Bid Security:</p> <ul style="list-style-type: none"> - Value and currency of the Bid Security: 12,000,000 VND - The validity period of the Bid Security: ≥ 180 days, from the deadline for submission of Bid.
ITB 18.4	<p>The unsuccessful bidders may be either returned or released their Bid Security within 20 days, from the date on which the results of bidder selection are announced.</p>
ITB 19.1	<p>The number of copies of the Bid is: 03 copies.</p>
ITB 21.1	<p>For bid submission purposes, the Employer's address is:</p> <p>Attention: Trade Remedy Authority of Vietnam – Ministry of Industry and Trade</p> <ul style="list-style-type: none"> - Address: 23 Ngo Quyen, Hoan Kiem District, Hanoi - Zip/Postal code: 10041 <p>The deadline for submission of bids is: [time]_____,[date]_____.</p> <p><i>[the deadline for submission of Bid shall be specified according to the scope and nature of the package provided that period of time from the first day on which the Bidding Documents are issued to the deadline is at least 40 days and the deadline shall not fall to the early hour of a working day which may restrict the submission of bids by bidders].</i></p>

ITB 24.1	<p>The Bid opening shall take place at: _____[hour, minute] on____[date] at the bid opening place according to the following address:</p> <ul style="list-style-type: none"> - House/Floor/Room number: Room 904, 9th Floor, Ministry of Industry and Trade - Street: 23 Ngo Quyen, Hoan Kiem District - City: Hanoi <p><i>[insert date, time and place of Application opening, provided that the Bid is opened within 1 hour from the deadline for submission of Bid].</i></p>
ITB 26.3	<p>The Bidder may send an addendum to the Bid to the Employer within 05 days from the deadline for submission of Bid.</p>
ITB 29.3	<p>Special subcontractor: Not Applicable.</p>
ITB 32.3	<p>Bidders not eligible for incentives shall add the amount equal to 7.5% of the bid price after the correction of error and deviation, minus the discount value (if any) to the bid price after the correction of error and deviation, subtract the discount (if any) of that bidder to compare and rank.</p>
ITB 36.1	<p>Time limit for sending notification of results of bidder selection is 05 working days, from the date on which the bidder selection result is approved by the Employer.</p>
ITB 37	<p>The maximum rate of increase or decrease of quantity is: 10%.</p>
ITB 41	<ul style="list-style-type: none"> - Address of Employer: Trade Remedy Authority of Vietnam, Ministry of Industry and Trade – 23 Ngo Quyen, Hoan Kiem District, Hanoi; - Address of Competent Person: Ministry of Industry and Trade – 23 Ngo Quyen, Hoan Kiem District, Hanoi; - Telephone No: + 842473037898 – Fax: +842473037897 - Address of the Standing board of advisory council: Trade Remedies Compliance Division, Trade Remedy Authority of Vietnam, Ministry of Industry and Trade – 23 Ngo Quyen, Hoan Kiem District, Hanoi. - Telephone No: +842473037898 – Fax: +842473037897.
ITB 42	<p>Address of the organization or individual in charge of the monitoring task: Not applicable.</p>

Chapter III. EVALUATION AND QUALIFICATION CRITERIA

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

1.1. Inspecting the Bid:

- a) Inspect the quantity of originals, copies of the Bid;
- b) Inspect the documents of the Bid original, including administrative documents, legal documents, qualification documents, technical proposals of the Bidder as required by Bidding Documents, consisting of: Letter of Bid, joint venture agreement (if any), power of attorney to sign the Letter of Bid (if any); Bid Security; documents proving the Bidder's qualifications; technical proposal; and other documents of the Bid as prescribed in ITB Section 12;
- c) Inspect the uniformity of contents between original copy and photocopies to serve the detailed evaluation of the Bid.

1.2. Evaluating eligibility of the Bid:

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

- a) There are originals of the Bid;
- b) There is a Letter of Bid bearing signature and seal (if any) of the legal representative of the Bidder as required by the Bidding Documents. Regarding joint venture, Letter of Bid shall bear the signature and seal (if any) of the legal representative of every JV's Party or the head of the joint venture authorized to sign the Letter of Bid according to the regarding joint venture agreement;
- c) The duration of the contract mentioned in the Letter of Bid shall conform to the Technical Proposal and the requirements in the Bidding Documents;
- d) The Bid Price mentioned in the Letter of Bid must be detailed, specified in both number and words, and in conformity with the total Bid Price mentioned in the Grand Summary. There must be only one Bid Price which does not cause any disadvantage condition to the Employer or the Employer;
- dd) The validity period of the Bid satisfies requirements as prescribed in ITB Section 17.1;
- e) There is a Bid Security not falling under the cases prescribed in ITB Section 18.3. If a Letter of Credit as Bid Security is required, the Letter of Credit must bear the signature of the legal representative of a credit institution or a branch of

a foreign bank incorporated in accordance with Vietnamese law with the value and validity period and name of the Employer (beneficiary) in accordance with ITB 18.2. If a deposit in cheque as Bid Security is required, the Employer shall manage that cheque in accordance with ITB Section 18.4 and Section 18.5;

g) The Bidder shall not have its name included in multiple Bids as a Contractor (an individual Bidder or a JV's Party) for the same bid package;

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

i) The Bidder's status is eligible as prescribed in ITB Section 4.

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

Section 2. Qualification Criteria

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

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

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

The assessment of capacity and experience shall be carried out according to the Table of Qualification criteria

TABLE OF QUALIFICATION CRITERIA

Criteria			Compliance requirements				Required document
No.	Description	Requirement	Individual Bidder	Joint Venture			
				All Parties combined	Each JV's Party	At least one JV's Party	
1	Previous Contract Non-fulfillment Records	From January 1, 2018 to the deadline for submission of Bid, the Bidder did not fail to perform any contract ⁽¹⁾ .	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Form No. 08
2	Specific experience in performing similar contracts	Minimum number of similar contracts which are wholly or mainly ⁽²⁾ completed by the Bidder as a Contractor (individual Bidder or a joint venture) or a subcontractor ⁽³⁾ within the period of time from January 1, 2016 to the deadline for submission of Bids: - The number of contracts is equal to or different than 3, of which at least one contract has a minimum value of USD 36,000 or an equivalent of VND 840,000,000 and the total value of contracts is equal to or greater than USD 108,000 or equivalent to VND 2,520,000,000.	Must meet requirement	Must meet requirement	Must meet requirement (equivalent to their tasks performed)	Not applicable	Form No. 13

	<ul style="list-style-type: none"> - Similarity: The contract provides import and export data of some countries. - In case the contract is not paid in VND or USD, the contract value shall be converted in USD with the exchange rate at the time of contract liquidation or the time of progress confirmation of the bidding package. - The Contractor must provide the original or a notarized/certified copy of the following documents: Contract, minutes of acceptance, contract liquidation, confirmation of contract performance progress of the Employer in case of uncompleted contract (in the confirmation, there must be information to prove that the contract has completed most of the work prescribed in the Bidding Documents) 					
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Note:

(1) Unfulfilled contracts include:

- The contract is concluded by the Employer that the contractor does not fulfill and the contractor has no objection on that conclusion;

- The contract is concluded by the Employer that the contractor does not fulfill; that conclusion is objected by the contractor but the findings of the arbitrator or the court are against the contractor.

(2) The majority of completion means the completion of at least 80% of the contract workload.

(3) For contracts in which the contractor has taken part in as a member of a joint venture or a sub-contractor, only the value

of the work performed by the contractor shall be counted.

Section 3. Technical evaluation criteria

Use pass and fail criteria. A bidder is technically satisfied when it meets all of the following criteria:

No.	Contents	Evaluate	
		Pass	Fail
(1)	(2)	(3)	(4)
I	Solution and methodology:		
1	Understand the purpose of the bidding package	<i>Understand the bidding package and present the details of each issue consistent with the requirements in Chapter V of the Bidding Documents</i>	<i>Fail to present knowledge of the bidding package or present sketchily or lack the basic content, inconsistent with the requirements in Chapter V of the Bidding Documents</i>
2	Approach and methodology	<i>Present in a clear and detailed manner, consistent with the scope of service supply prescribed in Chapter V of the Bidding Documents</i>	<i>Fail to present or present sketchily or lack the basic content compared to the provisions in Chapter V of the Bidding Documents</i>
3	Implementation plan	<i>Have a plan to implement the tasks in a logical and reasonable manner, clearly present details of each milestone for each task in accordance with the proposed implementation time and in accordance with the requirements in Chapter V of the Bidding Documents</i>	<i>Fail to present or present sketchily or lack basic content, have an unreasonable implementation plan, inconsistent with the requirements in Chapter V of the Bidding Documents</i>
4	Personnel	<i>Detailed personnel is consistent with the program and implementation plan</i>	<i>Fail to arrange personnel or arrange unspecific personnel to perform the bidding package or is unsuitable with the program and implementation plan.</i>

No.	Contents	Evaluate	
		Pass	Fail
II	<p>Satisfaction level The contractor shall provide information on the satisfaction level of the services provided below</p>		
1	Origin of export and import statistics	<p><i>The export and import statistics are sourced from the competent statistical offices of the country/territory.</i></p> <p><i>The contractor provides evidence proving that the source of the data provided is import and export data of the competent authorities of the subject countries/territories.</i></p>	<p><i>The contractor failed to provide the source of the data or did not have documents to prove the source of the data</i></p>
2	Completeness of statistics on exports and imports	<p><i>Fully have the export and import statistics of countries/regions as prescribed in Chapter V of the Bidding Documents</i></p> <p><i>Contractor commits to provide 100% of the required data</i></p> <p><i>The Contractor shall provide a printout of the extracted data sample; at the same time, provide an access link to the online platform and 01 username/password for a one-month limited trial from the time of bid closing.</i></p>	<p><i>Not fully satisfy the export and import statistics of countries/territories prescribed in Chapter V of the Bidding Documents</i></p> <p><i>Does not meet the requirements in Column (3)</i></p>
3	Statistical indicators in the data package	<p><i>Meeting all of the statistical indicators in</i></p>	<p><i>Have at least 01 statistical indicator that</i></p>

No.	Contents	Evaluate	
		Pass	Fail
		<i>the data package prescribed in Chapter V of the Bidding Documents</i>	<i>does not meet the requirements of Chapter V of the Bidding Documents</i>
4	Other levels of satisfaction: - Unit - Statistical period - Supply time - Supply form	<i>Meet the requirements prescribed in Chapter V of the Bidding Documents</i>	<i>Fail to meet 01 requirement prescribed in Chapter V of the Bidding Documents</i>
III	Other requirements		
3.1	Requirements for training, data mining instructions	<i>The contractor proposes a training plan and guides on data mining within 30 days from the date of signing the contract and commits to comply with the proposed proposal.</i>	<i>The contractor does not propose training plans, data mining instructions that do not meet the requirements, that are not suitable or have no commitment to conduct training, data mining instructions</i>
3.2	Request for technical support after providing data	<i>The contractor has a technical support plan after providing data: Support to answer questions for users, handle technical errors when accessing data during the time of providing services under the contract</i>	<i>The contractor does not have a technical support plan after providing data</i>

Section 4. Criteria for evaluation of prices

Based on the nature and scale of each specific bidding package, one of the following two methods shall be selected accordingly:

4.1. The lowest price method:

The way to determine the lowest price is as follows:

1. Determine the bid price;
2. Correct errors (follow the provisions in Notes (1));
3. Correct deviations (follow the provisions in Notes (2));
4. Determine the bid price after error correction, deviation adjustment, deduction of discount value (if any); convert bid prices to a common currency (if any);

5. Contractor rating:

The Bid with the lowest bid price after error correction, deviation adjustment, minus the lowest discount (if any) is ranked first. The ranking of contractors is carried out on the basis of the contractor's bid price after error correction, deviation adjustment, deduction of discount (if any), plus preferential value (if any) and excluding tax value, fees and charges.

Notes:

(1) Error correction:

Provided that the Bid meets the basic requirements of the Bid, the correction of arithmetic errors and other errors shall be carried out according to the following principles:

a) Arithmetic errors include errors caused by incorrect addition, subtraction, multiplication, and division calculations when calculating bid prices. In case of inconsistency between the unit price and the total amount, the unit price shall be used as the basis for error correction; if it is found that the bid unit price has an abnormal difference due to a decimal error (10 times, 100 times, 1,000 times), then the monetary amount shall be the basis for error correction. In case the "unit price" and "total" columns, the contractor does not write the value or writes "0", the contractor shall be considered to have allocated the price of this work item to other work items in the bidding package, the Contractor shall be responsible for completing these work items in accordance with the requirements stated in the Bidding Documents and shall not be paid by the Employer during the performance of the Contract.

b) Other errors:

- In the column of total value, which has been written in full, but there is no corresponding bid unit price, the bid unit price shall be additionally determined by dividing money by quantity; when there is a bid unit price but the money column is left blank, the value of the money column shall be additionally determined by multiplying the quantity by the bid unit price; if the content has a bid unit price and value in the money column but the quantity is left blank, the blank quantity shall be additionally determined by dividing the value in the money column by the bid unit price of that content. In case the above-mentioned additionally determined quantity is different from the quantity stated in the Bidding Document, the difference value shall be the deviation in the scope of supply and shall be adjusted according to the provisions of Step 3.
- The error in calculation unit shall be corrected to meet the requirements stated in the bidding documents;
- The unit error about using "," (comma) instead of "." (dot) and vice versa shall be corrected according to the Vietnamese spelling. When the Procuring entity considers that a comma or a period in the bid unit price is clearly misplaced, then the item's monetary value shall be decisive and the bid unit price shall be revised;
- If there is an error when adding the amounts to get the total amount, the total amount shall be corrected according to the amounts;

- If there is a difference between numbers and letters, the written word shall be used as a legal basis for error correction. If the spelling is wrong, the number after correcting the error as prescribed in this Section shall be used as a legal basis.

(2) Deviation adjustment:

a) In case there is a deviation in the scope of supply, the value of the missing offer shall be added, the value of the excessive offer shall be deducted according to the corresponding bid unit price in the Bid of the bidder having the deviation;

In case there is a deviation (lack of a work item compared to the requirements on scope of supply) but there is no corresponding unit price in the Bid of the Bidder having deviation, the deviation adjustment shall be made as follows:

Take the highest bid unit price for the work item that the bidder has the offer lacking among other bids that have passed the technical evaluation step as a basis for error correction; if there is no bid unit price for this work items in the bidders' bids that have passed the technical evaluation, the unit price in the approved estimate of the bidding package shall be used as the basis for error correction; in case there is no estimate of the bidding package, the unit price to form the bid package price shall be the basis for error correction.

In case there is only one bidder passing the technical evaluation, the deviation shall be corrected on the basis of taking the corresponding bid unit price in this contractor's bid; if the bidder's bid does not have a corresponding bid unit price, the unit price level in the approved bid package's estimate shall be used as a basis for error correction; in case there is no estimate of the bidding package, the unit price to form the bid package price shall be the basis for error correction.

b) In case the bidder has a letter of discount, the error correction and deviation adjustment shall be made on the basis of the bid price not yet excluding the discount value. The percentage (%) of the shortfall shall be determined on the basis of comparing with the bid price stated in the Letter of Bid.

Chapter IV. BIDDING FORMS

No.	Description	Form	Notes
1	Letter of Bid	Form No. 1(a)	applicable to the Bidder who has discount offer in a separate Letter of Discount
		Form No. 1(b)	applicable to the Bidder who has discount offer in the Letter of Bid
2	Power Attorney of	Form No. 2	applicable solely to the case where the legal representative of the Bidder is authorized
3	Joint Venture Agreement	Form No. 3	Applicable solely to joint venture.
4	Bid Security	Form No. 4(a)	Applicable in a case where the individual Bidder provides a bank guarantee as Bid Security
		Form No. 4(b)	Applicable in a case where the joint venture provides a bank guarantee as Bid Security
5	Grand Summary	Form No. 5	Applicable to a lump sum contract
6	Bidder Information	Form No. 6(a)	
	Bidder's JV Members Information Form	Form No. 6(b)	Applicable solely to joint venture
7	List of companies in charge of work items	Form No. 7	Applicable solely to the case where the Bidder is a parent company
8	Previous contract non-fulfillment records	Form No. 8	

9	Financial situation of bidder	Form No. 9	
10		Form No. 10	Not applicable
11		Form No. 11	Not applicable
12		Form No. 12	Not applicable
13	Similar contracts performed by the Bidder	Form No. 13	
14		Form No. 14	Not applicable
15		Form No. 15	Not applicable
16		Form No. 16	Not applicable
17	Work items performed by subcontractors	Form No. 17(a)	Applicable solely to the case when subcontractors are employed
		Form No. 17(b)	Applicable solely to the case when the bidding documents allow the employment of special subcontractors
18	Method and general methodology proposed by the Bidder to perform services	Form No. 18	

LETTER OF BID ⁽¹⁾

(applicable to the Bidder who has no discount offer or has discount offer submitted in a separate Letter of Discount)

Date: _____ *[insert date of signing of Letter of Bid]*

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

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

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

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

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

Contract duration is ____ *[insert the length of time the whole of Works must be completed]* ⁽³⁾.

We hereby declare that:

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

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

This Bid takes effect within ____⁽⁴⁾days, from....to....[date]⁽⁵⁾.

Legal representative of bidder⁽⁶⁾
[Full name, position, signature and seal]

Notes:

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

(2) The Bid Price mentioned in the Letter of Bid must be detailed, specified in both number and words, and in conformity with the total Bid Price mentioned in the Grand Summary. There must be only one Bid Price which does not cause any disadvantage condition to the Employer or the Employer.

(3) The contract duration mentioned in the Letter of Bid must conform to the Technical Proposal in the Bid.

(4) Effective period of the Bid is from the deadline for submission of Bid to its expiration date as prescribed in the Bidding Documents. The period of time from the deadline for submission of Applications to 24:00 of the Application closing date is considered 01 day.

(5) Insert the Application closing date as prescribed in ITB Section 22.1.

(6) If the Employer's legal representative authorizes his/her subordinate to sign the Letter of Bid, a Power of Attorney (Form 02 provided in this Chapter) must be enclosed. If the company's charter or another document permits such subordinate to sign the Letter of Bid, such document shall be enclosed (In this case, the Power of Attorney is not required). Regarding joint venture, the Letter of Bid shall be signed by legal representative of every JV's Party, unless the leading Party may sign the Letter of Bid according to the joint venture agreement as mentioned in Form 03 of this Chapter. Each JV's Party may give authorization similarly to an individual Bidder. If the successful bidder must present certified true copies of these documents to the Employer before contract conclusion. If information provided is found inaccurate, the Bidder will be considered fraudulent as prescribed in ITB Section 3.

LETTER OF BID⁽¹⁾

(applicable to the Bidder who has discount offer in the Letter of Bid)

Date: _____ *[insert date of signing of Letter of Bid]*

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

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

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

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

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

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

The bid price after deducting discount is: ____ *[insert the discount amount in figures, in words and in currency]* ⁽³⁾

Contract duration is ____ *[insert the length of time the whole of Works must be completed]* ⁽⁴⁾.

We hereby declare that:

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

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

This Bid takes effect within ____⁽⁵⁾days, from_____⁽⁶⁾.

Legal representative of bidder⁽⁷⁾
[Full name, position, signature and seal]

Notes:

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

true copies of these documents to the Employer before contract conclusion. If information provided is found inaccurate, the Bidder will be considered fraudulent as prescribed in ITB Section 3.

POWER OF ATTORNEY⁽¹⁾

[Location and date]_____

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

[- Sign Letter of Bid;

- Sign the Joint venture agreement (if any);

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

- Participate in contract negotiation and finalization;

- Sign complaint letter (if any);

- Sign contract with the Employer if it is successful]⁽²⁾

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

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

Authorized Person

[Full name, position, signature and seal]

Authorizer

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

Notes:

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

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

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

JOINT VENTURE AGREEMENT⁽¹⁾

[Location and date]_____

Package: _____ *[insert name of the package]*

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

Pursuant to⁽²⁾ _____ *[the Law on Investment No. 43/2013/QH13 dated November 26, 2013 of the National Assembly];*

Pursuant to⁽²⁾ _____ *[the Government's Decree No. 63/2014/NĐ-CP dated June 26, 2014 on implementation of some Articles on contractor selection of the Law on Bidding];*

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

Representatives of signatories to the joint venture agreement include:

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

Represented _____ by _____ Mr./Ms.

Position:

Address:

Phone _____ number:

Fax:

Email:

—

Account:

TIN:

Power of Attorney No. ___dated_____(*in case of authorization*).

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

Article 1. General rules

1. Parties voluntarily establish this joint venture to participate in the process of bidding for _____ [insert name of package] of _____ [*insert name of project*].

2. Official name of the joint venture used in every transaction related to the package with the consent of all Parties: ___ [*insert the agreed name of the joint venture*].

3. Every JV's Party is committed not to unilaterally participate or establish a joint venture with another JV's Party to participate in this package. If awarded the contract, no JV's Party is entitled to refuse to fulfill the duties and obligations prescribed in the contract. Any JV's Party of the joint venture that refuses to perform their duties as agreed must:

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

Article 2. Assignment of duties

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

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

All parties unanimously authorize _____ [*insert name of a party*] as the leading JV's Party of the joint venture who represents the joint venture to perform the following tasks⁽³⁾:

[*- Sign Letter of Bid;*

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

- *Provide Bid Security for the joint venture;*

- Provide financial resources for the joint venture;
- Participate in contract negotiation and finalization;
- Sign complaint letter (if any);
- Perform other tasks except for contract conclusion: _____ [specify other tasks (if any)].

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

No.	Name	Tasks	Proportion of value to bid price
1	Name of leading JV's Party	_____ _____	_____% _____%
2	Name of second JV's Party	_____ _____	_____% _____%
....
Total		All tasks of the package	100%

Article 3. Effect of Joint venture agreement

1. The Joint Venture Agreement takes effect from the day on which it is signed.
2. The Joint venture agreement expires in the following cases:
 - All parties have fulfilled their duties and finalize the contract;
 - The agreement is unanimously terminated by all parties;
 - The joint venture is not awarded the contract;
 - The bidding for _____ [insert name of the package] of _____ [insert name of the project] is cancelled as notified by the Employer.

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

LEGAL REPRESENTATIVE OF LEADING JV'S PARTY
[Full name, position, signature and seal]

LEGAL REPRESENTATIVE OF JV'S PARTY
[Full name, position, signature and seal of each JV's Party]

Notes:

- (1) According to the scope and nature of the package, this Joint venture agreement may be amended,
- (2) Update legislative documents in force.
- (3) Area of authorization includes one or multiple tasks above.
- (4) The Bidder shall specify detailed tasks and estimate equivalent value of tasks performed by every JV's Party, common and private responsibilities of JV's Party, including the leading JV's Party.

Form No. 04 (a)

BID SECURITY⁽¹⁾

(applicable to individual Bidders)

Beneficiary: ____*[insert name and address of the Employer]*

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

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

Guarantor: ____*[insert name and address of issuing bank, if it is not written in the title]*

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

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

This Guarantee takes effect within ____⁽²⁾ days, from _____*[date]*⁽³⁾.

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

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

If the Bidder is selected, this Guarantee shall expire when the Employer conclude the contract and furnish the Performance Security to the beneficiary as agreed.

If the Bidder is not selected, this Guarantee shall expire when we receive a copy of notification of bidder selection result sent by the beneficiary to the Bidder or within 30 days after the expiration date of the Bid.

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

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

Notes:

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

Form No. 04 (b)

BID SECURITY⁽¹⁾

(applicable to the JV Bidder)

Beneficiary: ____*[insert name and address of the Employer]*

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

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

Guarantor: ____*[insert name and address of issuing bank, if it is not written in the title]*

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

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

This Guarantee takes effect within ____⁽³⁾ days, from _____*[date]*⁽⁴⁾.

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

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

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

If the Bidder is selected, this Guarantee shall expire when the Employer conclude the contract and furnish the Performance Security to the beneficiary as agreed.

If the Bidder is not selected, this Guarantee shall expire when we receive a copy of notification of bidder selection result sent by the beneficiary to the Bidder or within 30 days after the expiration date of the Bid.

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

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

Notes:

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

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

- Name of the joint venture, for example A bidder and B bidder enter into a joint venture to make a bid, their name shall be “Nhà thầu liên danh A + B” (“A + B joint venture”);

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

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

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

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

PRICED ACTIVITY SCHEDULE

(Applicable to a lump sum contract)

List of services	Description of services	Unit	Quantity	Unit price	Total price (Col. 4*5)
(1)	(2)	(3)	(4)	(5)	(6)
<i>Provide export and import statistics of some countries/territories</i>	<i>Provide export and import statistics originating from the competent statistical agencies of the countries/territories: the United States, China, India, Australia, and Canada, 27 member states of the European Union (Details in Chapter V of Bidding Document)</i>				M1
Total Bid Price (including contingency costs, duties, taxes and fees (if any))					M=M1+M2+...+Mn
<i>(carried forward to Letter of Bid, page No. ...)</i>					

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

Notes:

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

Columns (5), (6): quoted by the Bidder. The Bidder inserts unit price and amount of each activity. The Bid Price must include contingency costs, duties, taxes and fees (if any). The Bidder must find out, calculate and quote adequate duties, taxes and fees (if any) according to the given tax rates and amounts of fees as of the date 28 days prior to the deadline for submission of bids as prescribed. If the Bidder declares that the Bid Price excludes duties, taxes and fees, its Bid will be rejected.

The contingency costs included in the Bid Price will be considered separately when evaluating the bid in terms of financial and commercial aspects.

BIDDER'S INFORMATION FORM ⁽¹⁾

Date: _____

Number and name of procurement: _____

Bidder's name:
<i>In case of joint venture, names each member of the joint venture</i>
Place where the bidder registers its business and operation: <i>(province/city where the bidder registers its business, operation)</i>
Year of establishment:
Bidder's legal address:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ Email address: _____
1. Attached are copies of original documents of: enterprise registration certificate, establishment decision (or equivalent documents of constitution or association) issued by the competent authority of the country in which the Bidder is operating. 2. Organizational chart of the bidder.

BIDDER'S JV MEMBERS INFORMATION FORM ⁽¹⁾

Date: _____

Number and name of procurement: _____

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

Notes:

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

LIST OF COMPANIES IN CHARGE OF WORK ITEMS ⁽¹⁾

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

Notes:

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

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

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

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

PREVIOUS CONTRACT NON-FULFILMENT RECORDS ⁽¹⁾

Bidder's name: _____

Date: _____

JV's Party name (if any): _____

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

Notes:

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

FINANCIAL SITUATION OF BIDDER ⁽¹⁾

Bidder's name: _____

Date: _____

JV's Party name (if any) : _____

Financial Data for last 3 years⁽²⁾ [VND]		
Year 1:	Year 2:	Year 3:

Information from Balance Sheet

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			
Working Capital			

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

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

1. All such documents reflect the financial situation of the Bidder or JV's Party, and not sister or parent companies.
2. Historic financial statements must be complete, including all notes to the financial statements as prescribed.
3. Historic financial statements must correspond to accounting periods already completed, attached are certified true copies of one of the following documents:

- Inspection record of tax declaration;
- Tax statement (VAT and enterprise income tax) whose time of submitting certified by tax authority;
- Documentary evidence on electronic tax declaration by the Employer;
- Certification of tax liability issued by the tax authority (certifying amount paid in the whole year);
- Auditor's report (if any);
- Other documents;

Notes:

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

(2) The period of time above must correspond to the period of time prescribed in the Table of Evaluation and Qualitification Criteria of Section 2 Chapter III - Evaluation and Qualification Criteria; if it is not 3 years, these columns shall be modified appropriately.

(3) Audited financial statement if the Bidder is subject to audit in compliance with the laws and regulations on audit. If the Bidder is not subject to audit in compliance with the laws and regulations on audit, no audited financial statement is required.

SIMILAR CONTRACTS PERFORMED BY THE BIDDER ⁽¹⁾

____, date ____ month ____ year ____

Bidder's name: _____

Contract's information, each contract should have the following information:

Name and Number of the contract	<i>[Contract's name, number]</i>		
Date of contract signing	<i>[date, month, year]</i>		
Date of contract completion	<i>[date, month, year]</i>		
Value of contract	<i>[Total value of contract in the signed amount and currency]</i>		Equivalent to ____ VND
In case of being a member in JV, write the value of parts that the bidder is in charge of	<i>[write a percentage of the contract price in the total contract price]</i>	<i>[Signed amount and currency]</i>	Equivalent to ____ VND
Project's name:	<i>[write the full name of project which has the contract being declared]</i>		
Employer's name:	<i>[write the full name of Employer in the contract being declared]</i>		
Address:	<i>[write the current address of Employer]</i>		
Telephone number/fax:	<i>[write the phone number, fax including country code, area code, e-mail address]</i>		
E-mail:	<i>[write the phone number, fax including country code, area code, e-mail address]</i>		
Describe the similarity prescribed in Section 2 Part III – Evaluation and Qualification Criteria ⁽²⁾.			
1. Type of service	<i>[write the appropriate information]</i>		
2. Scope of service	<i>[write the appropriate information]</i>		
3. Other properties	<i>[write other properties if needed]</i>		

The bidder must attach copies of documents, files related to the contract (the Employer's confirmation of the completed contract according to the relevant contents in the above table by supporting documents including: contract, acceptance record, liquidation record, contract settlement...).

Note:

(1) In case of JV, each member must declare in this Form.

(2) The bidder only declares the content similar to the requirement of bidding package.

SCOPE OF WORK USING SUBCONTRACTOR⁽¹⁾

No	Name of the subcontractor⁽²⁾	Scope of work⁽³⁾	Amount of work⁽⁴⁾	Estimated Value (%)⁽⁵⁾	Contract or written agreement with the subcontractor⁽⁶⁾
1					
2					
3					
4					
...					

Note:

(1) In case of using subcontractors, the declaration shall be made according to this Form.

(2) The contractor shall specify the name of the sub-contractor. In case the subcontractor cannot be identified when participating in the bid, it is not required to declare in this column but only in the column "Scope of work". After that, if selected, when mobilizing subcontractors to perform the declared work, the approval of the Employer must be obtained.

(3) The contractor shall specify the name of work items for the subcontractor.

(4) The contractor shall specify the amount of work items for the subcontractor.

(5) The contractor shall specify the percentage of work undertaken by the subcontractor compared with the bid price.

(6) The contractor shall specify the contract number or written agreements, the contractor shall enclose the originals or certified copies of those documents.

Procuring entity

**GENERAL SOLUTION AND METHODOLOGY
PROPOSED BY THE CONTRACTORS FOR IMPLEMENTATION
OF NON-CONSULTANT SERVICES**

The contractor shall propose the general solution and methodology to implement services according to the contents prescribed in Part V – Requirements on scope of supply, which have the following parts:

1. Solution and methodology;
2. Working plan;

Part 2. REQUIREMENTS ON SCOPE OF SUPPLY
Chapter V. REQUIREMENTS ON SCOPE OF SUPPLY

Section 1. Scope of supply and implementation plan of the bidding package

1. Scope of supply

No.	List of services	Unit	Number of bidding package	Service description ⁽¹⁾	Output requirement	Note
1	Provide export and import statistics of certain countries/territories	Package	01	Provide export and import statistics originating from the competent statistical agencies of the following countries/territories: the United States, China, India, Australia, Canada, and 27 member states of the European Union	Registered users can use an account that is granted access to the online platform provided by the contractor to query, extract and download the statistical data described in the specification without limitation for the period from January 2022 to December 2022	

2. Implementation plan

Procuring entity

No.	Content of services	Unit	Workload	Implementation progress ⁽¹⁾	Output requirement	Implementation place
1	Provide an online platform that allows registered users of the Trade Remedies Authority to access the statistics described in the Specification, including the direct extraction of all data according to the above statistical information without the third party's software	Package	01	Right after the contract is signed	- Registered users can use an account that is granted access to the online platform provided by the contractor to query, extract and download the statistical data described in the specification without limitation for the period from January 2022 to December 2022	The contractor's online platform

Section 2. Technical requirements

2.1. General introduction of the project and the bidding package

- Summary of bidding package: This bidding package aims to provide export and import statistics derived from competent statistical agencies of numbers of countries and territories to serve the early warning system on trade remedies in order to implement Decision No. 316/QĐ-TTg dated March 1, 2020 of the Prime Minister approving the Project "Effective construction and operation of the early warning system on trade remedies"
- *Name of the Package: Purchase import-export data of Vietnam and major trading partners in phases to serve the work of early warning.*
- *Capital sources: State budget, economic career funding*
- *Form/Method of contractor selection: International open bidding, one stage-one bag.*
- *Location: Trade Remedies Authority of Vietnam, Ministry of Industry and Trade*
- *Package value: 1,195,700,000 VND (One billion one hundred and ninety five million and seven hundred thousand dong).*
- *Implementation time: The fourth quarter of 2021*

2.2. Technical requirements

Content	Requirement
Data sources	The export and import statistics are sourced from the competent statistics offices of the subject countries/territories.
Scope of data	Include the statistics of import and export of the following 32 countries and territories <ol style="list-style-type: none">1. United State of America2. China3. India4. Australia5. Canada 27 member states of the European Union: France, Germany, Italy, Belgium, Netherlands, Luxembourg, Ireland, Denmark, Greece, Spain, Portugal, Austria, Sweden, Finland, Czech, Hungary, Poland, Slovakia, Slovenia, Lithuania, Latvia, Estonia, Malta, Cyprus, Bulgaria, Romania, and Croatia.
Mandatory statistical indicators in the data package	<ul style="list-style-type: none">- Classification by goods: data is classified by each tariff line of the import and export tariff schedules of the subject countries/territories in accordance with the Harmonized Commodity Description and Coding System (details to each HS code tariff line).- Classification by partners: the data is classified by each trading partner of the subject countries/territories.- Classification by trade flows: data is classified by export and import.- Classification by time series: data is classified by month in the statistical period. The data has commodity description of each HS code.

Unit	<ul style="list-style-type: none"> - The dataset shall include quantity and value - The value unit is converted in US dollars The volume units are converted to metric units of measurement
Statistical period	<ul style="list-style-type: none"> - 36 months, from January 1st, 2020 to December 31st, 2022
Time lag of data	<ul style="list-style-type: none"> - Data shall be updated monthly with an average time lag of less than 3 months
Data supply schedule	<ul style="list-style-type: none"> - For data from January 2020 to December 2021: provide immediately after the contract is signed - For data from January 2022 to December 2022: guarantee to provide monthly as soon as updated data is available from the competent statistical offices of the subject countries/territories.
Supply form	<ul style="list-style-type: none"> - The data is provided on an online platform that is accessible to registered users of the Trade Remedies Authority of Vietnam. - The online platform shall provide unrestricted ability to query, extract, and download data in various formats that include Excel, Text, and comma-separated values (CSV). Data extracts shall be unrestricted in both number of queries/extracts as well as volume/number of data points. - The online platform is logically arranged, allowing users to query statistical information (quantity, value, etc.) classified by countries, territories, HS codes, trading partners. trade, transaction nature, statistical period (month, quarter, year) - Ability to extract all data directly without need for third-party's software (for example, via use of Application Programming Interfaces – APIs)
Number of accounts accessible to query, extract and load data	<ul style="list-style-type: none"> - At least 10 accounts

PART 3. CONTRACT TERMS AND CONDITIONS AND CONTRACT FORM

Employer Procuring entity Employer Procuring entity Employer Procuring entity Employer Procuring entity

Chapter VI. TERMS CONDITIONS OF THE CONTRACT

1. Definition	<p>In this contract, the words below are understood as follows:</p> <p>1.1. "Employer" is the organization specified in the SCC;</p> <p>1.2. "Contract" is an agreement between the Employer and the Contractor, expressed in writing, signed by the two parties, including addendum and accompanying documents;</p> <p>1.3. "Contractors" is the winning bidder (be it an independent or joint venture contractor) and is specified in the SCC;</p> <p>1.4. "Subcontractor" means an individual or organization who is listed in the list of subcontractors proposed by the main contractor in the Bid or who performs parts of the work proposed by the main contractor in the Bid; and who signs a Contract with the main contractor to perform such parts of the work in the Contract in accordance with the content of the Bid with the approval of the Employer;</p> <p>1.5. "Contract Documents" means documents listed in the Contract, including any amendments or additions to the Contract;</p> <p>1.6. "Contract price" is the total amount stated in the contract for the provision of services. Contract price includes all expenses of taxes, fees, fees (if any);</p> <p>1.7. "Day" is the calendar day; the month is the calendar month;</p> <p>1.8. "Non-consulting services" consists of one or several activities: logistics, insurance, advertising, installation, pre-acceptance test and trial run, organize training, maintenance, mapping and other activities other than</p>
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	<p>consulting services specified in Clause 8 Article 4 of the Bidding Law;</p> <p>1.10. "Completion" means the Contractor's completion of the work contents in accordance with the terms and conditions specified in the Contract and approved by the Employer;</p> <p>1.11. "Service location" is the specified location in the SCC;</p> <p>1.12. "The party" is the Employer or Contractor, depending on the case.</p>
2. Priority order	<p>Documents that constitute a contract are arranged in the following priority order:</p> <p>2.1. Contract, enclosed with the contract appendix;</p> <p>2.2. Letter of approval of the Bid and the award of contract;</p> <p>2.3. Decision to approve the results of contractor selection;</p> <p>2.4. Special terms and conditions of the contract (SCC);</p> <p>2.5. General terms and conditions of the contract (GCC);</p> <p>2.6. The contractor's bid and the clarification documents for the bid issued by the contractor;</p> <p>2.7. The bidding documents and amending documents of the bidding documents (if any);</p> <p>2.8. Other documents specified in the SCC.</p>
3. Laws and languages	<p>3.1. The law governing contracts is the Vietnamese Law.;</p> <p>3.2. The language of the contract is Vietnamese.</p>
4. Delegation of Authorization	<p>Unless otherwise provided in the SCC, the Employer may delegate any of his/her responsibilities to others, after notifying the Contractor in documents and may withdraw the authorization decision after giving the notice document to the Contractor.</p>
5. Announcement	<p>5.1. Any notice of one party sent to another party related to the contract must be expressed in documents, according to the specified rules in the SCC.</p> <p>5.2. A party's notice shall be deemed to be effective from</p>

	<p>the date the other party receives or according to the effective date specified in the notice, whichever arrives later</p>
<p>6. Contract Performance Guarantee</p>	<p>6.1. Contract performance guarantee must be submitted to the Employer no later than the date specified in the Letter of Approval of the Bid and Contract Award. Contract performance guarantee is applied in the form, value and validity prescribed in the SCC.</p> <p>6.2. Time limit for refund of contract performance guarantee is prescribed in the SCC.</p>
<p>7. Subcontractor</p>	<p>7.1. Contractors are allowed to sign a contract with subcontractors in the list of subcontractors specified in the SCC to perform part of the work stated in the Bid. The use of subcontractors will not change the contractor's obligations. The contractor shall be responsible to the Employer for the volume, quality, progress and other obligations for the part performed by the subcontractor.</p> <p>The replacement of or addition to the list of subcontractors specified in this Section shall be carried out only when there are valid, reasonable reasons and approved by the Employer.</p> <p>7.2. Contractors are not allowed to use subcontractors for work not in the declaration of subcontractor work specified in the Bid.</p> <p>7.3. Other requirements for subcontractors specified in the SCC.</p>
<p>8. Dispute settlement</p>	<p>8.1. The Employer and Contractor are responsible for resolving disputes arising between the two parties through negotiation and conciliation.</p> <p>8.2. If the dispute cannot be resolved by negotiation or conciliation within the time specified in the SCC from the date of the dispute, any party may request the dispute to be settled under the specified mechanism in the SCC.</p>
<p>9. Scope of Supply</p>	<p>Non-consulting services must be provided in accordance with Chapter V - The scope of supply attached to an Appendix and is an integral part of this contract, including the types of services that the Contractor must</p>

	provide and the unit price of such services.
10. Progress in providing non-consulting services	The progress of providing non-consulting services and the expected time of completion must be carried out in accordance with the provisions of Section 1 Chapter V - Scope of Supply.
11. Contractor's responsibilities	The contractor must provide non-consulting services within the scope of supply prescribed in Section 9 of the GCC and according to the progress of provision of non-consulting services and the completion schedule specified in Section 10 of the GCC.
12. Contract types and contract price	<p>12.1. Type of contract is prescribed in the SCC.</p> <p>12.2. The contract price prescribed in the SCC is the entire cost to complete the provision of non-consulting services of the bidding package stated in the contract price list on the basis of ensuring the progress and quality in accordance with the requirements of the bidding package. The contract price includes all taxes, fees and charges (if any).</p> <p>12.3. The contract price list specified in the Appendix of Contract Price is an integral part of this contract, including the scope of provision and the cost of the items.</p>
13. Contract Adjustment	The adjustment of contract price shall comply with the rules of the SCC .
14. Tax Adjustment	The tax adjustment shall comply with the rules of the Specific Conditions.
15. Advance payment	15.1. The Employer must grant the Contractor the advance amount as prescribed in the SCC , after the Contractor submits the advance payment guarantee equivalent to the advance amount. The advance payment guarantee must be issued by a bank or credit institution operating legally in Vietnam and is valid until the full advance amount is refunded; the value of the advance payment guarantee will be gradually reduced according to the advance amount refunded by the Contractor. No interest is for the advance payment.

	<p>15.2. The contractor may only use the advance payment for the performance of Contract. The Contractor must prove that the advance amount has been used for the right purpose, the right object by submitting copies of the invoices of documents or related documents to the Employer. The contractor will be charged with the advance guarantee in case of improper use of advance money.</p> <p>15.3. The advance payment must be repaid by deducting a certain percentage of the due payments to the Contractor, according to the percentage of work completed as the basis of payment.</p>
<p>16. Payment</p>	<p>16.1. The payment is made in accordance with the SCC. In case the Employer pays late, the Contractor will be paid with the interest on the late payment amount for the next payment. The interest rate of late payment is calculated from the date on which the actual payment should have been paid, and the applicable interest rate is the current interest rate on commercial loans in USD.</p> <p>16.2. The payment currency is USD.</p> <p>16.3. The payment reduction on the basis of service quality shall comply with the SCC.</p>
<p>17. Documents and information related to the contract</p>	<p>17.1. Without the prior written consent of the Employer, the Contractor shall not disclose the contents of the contract to anyone who is not involved in the performance of the contract. The Contractor's provision of information to persons involved in the performance of the contract shall be carried out in confidential and to the extent necessary for the performance of this contract.</p> <p>17.2. Documents and information are products of non-consulting services within the framework of contracts owned by the Employer. The Contractor may retain copies of these documents and information but not for other purposes without the written approval of the Employer.</p>
<p>18. Penalties and Compensation</p>	<p>1. Except for force majeure as prescribed in Section 19 of the GCC, if the Contractor does not perform part or all</p>

	<p>of the work contents under the contract within the terms specified in the contract, the Employer may deduct from the contract value a compensation amount prescribed for each day of late implementation or other period as agreed when the work is performed as specified in the SCC. The Employer will deduct up to the maximum percentage as specified in the SCC. When the maximum is reached, the Employer may consider terminating the contract as prescribed in Section 23 of the GCC.</p> <p>2. In case of failing to promptly correct errors as notified by the Employer, the Contractor is responsible for a penalty for performance of the contract corresponding to the percentage of expenses necessary to correct the error as prescribed in the SCC.</p>
<p>19. Force Majeure Case</p>	<p>19.1. In this contract, force majeure is understood as events beyond the control and foresight of the parties, such as: wars, riots, strikes, fires, natural disasters, floods, epidemics, quarantine-induced isolation.</p> <p>19.2. When force majeure occurs, the party affected by the force majeure event must promptly notify the other party in documents about the event and the cause of the event. At the same time, transfer to the other party a certificate of force majeure event issued by a competent organization at the site of the force majeure event.</p> <p>During the period when it is impossible to perform the contract due to force majeure conditions, the Contractor under the guidance of the Employer must continue to fulfill his contractual obligations according to the circumstances permitted and must find all reasonable measures to perform the work not affected by the force majeure event. In this case, the Employer must consider to reimburse the Contractor for the necessary and reasonable surcharge they incur.</p> <p>19.3. A party that failed to fulfill its duties due to force majeure will not have to pay for damages, be fined or terminate the contract.</p> <p>In case of disputes between the parties due to force majeure events occurring or prolonging, the dispute shall</p>

	be resolved in accordance with Section 8 of the GCC.
20. Contract adjustment and supplement	<p>20.1 The adjustment and supplement of the contract may be carried out in the following cases:</p> <ul style="list-style-type: none"> a) Adding the necessary work items outside the scope of work specified in the contract; b) Changing the duration of the contract; c) Other contents specified in the SCC. <p>20.2. The Employer and the contractor shall negotiate to act as a basis for signing an addendum to the contract in case of contract adjustment and supplement.</p>
21. Adjustment of contract performance progress	<p>The contract progress is only adjusted in the following cases:</p> <p>21.1. Force majeure situation, not related to violations or negligence of the contracting parties;</p> <p>21.2. Change in the scope of supply, supply methods due to objective requirements affecting the progress of contract performance;</p> <p>21.3. In case of adjusting the progress of the contract without prolonging the project completion schedule, the contracting parties shall agree to adjust. In case of adjusting the progress of the implementation of the contract to prolong the project completion schedule, it must report to the competent person for consideration and decision;</p> <p>21.4. Other cases specified in the SCC.</p>
22. Contract Termination	<p>22.1. The Employer or Contractor may terminate the contract if either party commits a fundamental breach of the contract as follows:</p> <ul style="list-style-type: none"> a) The Contractor does not perform a part or all of the workload under the contract within the period of time specified in the contract or within the period of time extended by the Employer; b) The Employer or Contractor is bankrupt or must liquidate assets for restructuring or merger; c) There is evidence that the Contractor has violated one of the prohibited acts specified in Article 89 of the Law on Bidding during the bidding process or the

	<p>implementation of the Contract;</p> <p>d) Other acts specified in the SCC</p> <p>22.2. In case the Employer terminates the performance of a part or all of the contract under Point a of Section 22.1 of the GCC, the Employer may sign a contract with another contractor to perform that terminated part of the contract. The Contractor shall compensate the Employer for outstanding costs arisen from the performance of this terminated contract. However, the Contractor must continue to perform the part of the contract that is not terminated and is responsible for the part of the contract performed by himself.</p> <p>22.3. In case the Employer terminates the contract under Point b Section 22.1 of the GCC, the Employer shall not incur any compensation costs. The termination of this contract does not lose the rights of the Employer entitled to the provisions of the contract and the law.</p>
<p>23. Error detection, correcting errors and Contract Performance Penalties</p>	<p>23.1. The Employer shall evaluate the quality of non-consulting services in accordance with the principles and manners specified in the SCC. The Employer can instruct the Contractor to self-evaluate and detect errors, check the workload that the Employer believes to be flawed. The period of liability for errors is specified in the SCC.</p> <p>23.2. In case of errors in the process of providing non-consulting service by the Contractor, before the end of the contract, the Employer informs the Contractor of errors that need to be corrected.</p> <p>Upon receipt of the Employer's notification, the Contractor is responsible for promptly correcting the error within the reasonable period specified by the Employer in the notice. In case the Contractor does not fix the error within the permitted period of time, the Employer will assess the necessary costs to correct the error and request the Contractor to pay, and fine the contractor for the performance of the contract prescribed in Section 18.</p>

24. Personnel¹

24.1. The Contractor must mobilize all personnel as proposed in the Bid to perform the work unless the Employer has another agreement. In case it is necessary to change personnel, the Contractor must report and get the approval of the Employer. The new personnel must be competent, experienced equal to or better than the previously proposed personnel.

24.2. In case the employee loses his/her civil act capacity or does not complete his/her work well, the Employer shall issue a written request for replacement. Upon receipt of a request document for personnel replacement by the Employer, within the time specified in the **SCC**, the Contractor must perform replacement of competent personnel with an equivalent or better capacity and experience. Unless otherwise agreed, all expenses incurred as a result of personnel changes shall be borne by the Contractor.

¹ In case the bidding package does not require key personnel, this clause shall be omitted

Chapter VII. TERMS SPECIFIC CONDITIONS OF THE CONTRACT

Procuring entity

GCC 1.1	The Employer: Trade Remedies Authority of Viet Nam, Ministry of Industry and Trade.
GCC 1.3	Contractor: ____ [<i>name of winning bidder</i>].
GCC 1.11	Service provider locations: Trade Remedies Authority of Viet Nam - 23 Ngo Quyen, Hoan Kiem, Hanoi.
GCC 2.8	- The following documents are also part of the Contract: Determine when negotiating the contract
GCC 4	The Employer [<i>may or may not</i>] authorize his obligations and responsibilities to others: Determine when negotiating the contract
GCC 5.1	Notices to be sent to the Employer at the address below: Recipient: Trade Remedies Authority of Vietnam, Ministry of Industry and Trade Address: 23 Ngo Quyen, Hoan Kiem, Hanoi. Phone: _+842473037898__. Fax: _+842473037897 . Email address: _trav@moit.gov.vn.
GCC 6.1	- Form of Contract performance guarantee: Determine when negotiating the contract. - Contract performance guarantee value: _3% of the contract price.. - Validity of contract performance guarantee: The contract performance guarantee must be valid until the parties fulfill their contractual obligations, the two parties sign the acceptance record and the Contractor transfers to the warranty obligation as prescribed (if any)..
GCC 6.2	The time limit for refund of contract performance guarantee: _30 days from the signing of the contract acceptance and liquidation record.

GCC 7.1	Subcontractor list: <i>[subcontractor list shall be in accordance with subcontractor list stated in BID].</i>
GCC 7.3	State other necessary requirements about subcontractors <i>[write other subcontractor requirements (if any)].</i>
GCC 8.2	<p>- Time for conciliation:____ <i>[write down the maximum number of days of mediation].</i></p> <p>- Dispute settlement: ____ <i>[specify the time and dispute settlement mechanism based on the size and nature of the bidding package. In particular, it is necessary to clearly state the time for submitting requests for dispute settlement, organization of dispute settlement, costs for dispute settlement...].</i></p>
GCC 12.1	Type of contract: Comprehensive contract
GCC 12.2	Contract price:____ <i>[write the contract price according to the value stated in the Letter of Approval for BID and award contracts].</i>
GCC 13	Price adjustment of contract: Not Applicable
GCC 14	Tax adjustment:Determine when negotiating the contract.
GCC 15.1	Advance:Determine when negotiating the contract.
GCC 16.1	Payment method: Determine when negotiating the contract.
GCC 16.3	Payment discount: Determine when negotiating the contract.
GCC 18.1	<p>Compensation level is _____ <i>[specifying the level of compensation depending on the nature and requirements of the bidding package].</i></p> <p>The maximum total compensation is _____% of the contract price <i>[maximum damage compensation].</i></p>
GCC 18.2	Percentage used to calculate contract performance fines _____ <i>[specify percentage %].</i>

GCC 20.1(c)	Other contents on contract correction and additional:____ <i>[specify other content (if any)]</i> .
GCC 21.4	Other cases:____ <i>[specify other content (if any)]</i> .
GCC 22.1(d)	Other behaviors:_____ <i>[specify other behavior (if any)]</i> .
GCC 23.1	<p>The Employer shall assess the quality of non-consulting services according to the following principles and methods:_____ <i>[specify principles and methods]</i></p> <p>Limitation of responsibility for errors: _____ <i>[Specify the time]</i>.</p>
GCC 24.2	The time the Contractor performs personnel replacement:_____ <i>[specify how many days from the date of receipt of the request for personnel replacement of the Employer]</i> .

Chapter VIII. CONTRACT FORM

This chapter includes forms that, after recording complete information, will become part of the Contract. The form of contract performance guarantee and Advance guarantee form for the winning bidder shall have information and be completed after being awarded the contract.

Form 19. Letter of approval of the Bid and the award of contracts

Form 20. Contract

Form 21. Contract performance guarantee

Form 22. Advances guarantee

**LETTER OF APPROVAL OF BIDS AND THE AWARD OF
CONTRACTS**

____, month ____ date ____year

Dear: *[write the name and address of the winning bidder, hereinafter referred to as "Contractor"]*

About: *Notice of approval of bids and awarding of contracts*

Pursuant to Decision No. __ dated __ month __ year __ of the Employer [insert name of Employer, hereinafter referred to as “Employer” for short] on approving results of contractor selection for bidding package: __ [insert name and number of bidding package:], the Procuring Entity [insert name of the Procuring Entity, hereinafter referred to as the “Bidding Entity”] would like to announce that the Employer has accepted the bid and awarded the contract to the Contractor to execute the bidding package [insert name, contract number] with the contract price: ____ [insert the winning bid price in the decision approving the contractor selection result] with the contract performance period as: __ [insert the contract performance time in decision approving contractor selection results].

Request the legal representative of the Contractor to complete and sign a contract with the Employer and the Procuring entity as planned as follows:

- Time to complete the contract: __ *[recording the time of completion of the contract]*, at the location *[recording the location of the contract completion]*;

- Contract signing time: __ *[recording time of signing contract]*; at the location *[recording the location of signing the contract]*, enclosed with the Draft contract.

Request the Contractor to secure the performance of the contract according to Form No. 21 Chapter VIII – The contract form of the bidding dossier with the amount of ____ and the effective period lực ____ *[write the corresponding amount and effective time as prescribed in Section 6.1 SPECIFIC CONDITIONS of the BIDDING DOCUMENT]*.

This document is an integral part of the contract documents. After receiving this document, the Contractor must have written approval to complete, sign the contract and take measures to ensure the performance of the contract as required

above, in which the Contractor must commit the contractor's current capacity to still meet the requirements of the bidding dossier. The Employer will refuse to complete or sign a contract with the Contractor in case the contractor's current capacity is found to not meet the requirements for the implementation of the bidding package.

If date___month___year___ the Contractor does not complete, sign a contract or refuses to complete, sign a contract or fail to take measures to ensure the performance of the contract in accordance with the above requirements, the Contractor will be disqualified and not receive the bid guarantee.

Legal representative of the Procuring entity
[ghi name, title, signature and seal]

Attachment: Draft contract

Notes:

(1) Write the time in accordance with the time specified in the bid guarantee letter form.

CONTRACT⁽²⁾

_____, date ____ month ____ year ____

Contract number: _____

Bidding package: _____ [*Name of the bidding package*]

Part of the project: _____ [*Project name*]

- Pursuant ⁽²⁾ ____ (*Digital Civil law No. 91/2015/QH13 on 24/11/2015 by Congress*);

- Pursuant ⁽²⁾ ____ (*Bidding Law No. 43/2013/QH13 by Congress*);

- Pursuant ⁽²⁾ ____ (*Decree No. 63/2014/NĐ-CP on 26/6/2014 by Government detailed provisions on the implementation of a number of articles of the Law on Bidding on contractor selection*);

- Pursuant to Decision No. ____ date ____ month ____ year ____ of ____ on the approval of the results of contractor selection of the procurement ____ [*name of bidding package*] and notice of approval of bids and awarding contract No ____ date ____ month ____ year ____ of the Procuring entity;

- Pursuant to the minutes of contract negotiation and completion signed by the Procuring entity and the winning bidder on ____ date ____ month ____ year;

We, representing the contracting parties, include:

Employer (hereafter referred to as Party A)

Employer Name [*Name of the Employer*]:

Address:

Tel:

Fax:

⁽²⁾ Based on the scale and nature of the bidding package, the contents of the contract according to this form can be amended and supplemented accordingly, especially for the contents when negotiating with differences from **the TERMS CONDITIONS**.

⁽²⁾ Update legal documents in accordance with current regulations.

E-mail:

Account:

Tax code:

Represented by Mr./Mrs.:

Duty:

Contract power of attorney No ____ date ____ month ____ year ____ (*in the situation of authorization*).

Contractor (hereafter referred to as Party B)

Contractor Name: ____ [*Name of the winning bidder*]:

Address:

Telephone:

Fax:

E-mail:

Account:

Tax code:

Represented by Mr./Mrs.:

Duty:

Contract power of attorney No ____ date ____ month ____ year ____ (*in the situation being authorized*).

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

Article 1. Subjects of the contract

The subject of the contract are the services detailed in the attached Addendum.

Article 2. Contract components

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

1. Contract, enclosed with the contract appendix;
2. Letter of approval of the Bid and the award of contract ;
3. Minutes of negotiation and completion of contracts;
4. Decision to approve the results of contractor selection ;
5. Special terms and conditions of the contract (SCC);
6. General terms and conditions of the contract (GCC);
7. The contractor's bid and the clarification documents for the bid issued by the contractor (if any);
8. The bidding documents and amending documents of the bidding documents (if any);
9. Other accompanying documents (if any).

Article 3. The responsibility of Party A

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

Article 4. The responsibility of Party B

Party B undertakes to provide Party A with all types of services as provided for in Article 1 of this contract, and undertakes to fulfill the obligations and responsibilities set out under the general conditions and specific conditions of the contract.

Article 5. Contract price and payment method

1. Contract price: ___*[specify the value in numbers, letters and contracted currency]*.
2. Payment method ___*[write down the payment method as prescribed in Section 16.1 of the SCC]*.

Article 6. Contract type

Contract type: *[write the type of contract in accordance with the provisions of Section 12 of general conditions]*

Article 7. Contract execution duration: _____*[the time implementing the contract in accordance with the provisions of Section 10 of general conditions,*

BIDS and the results of negotiation and completion of contracts between the two parties].

Article 8. Contract validity

1. The contract is effective from _____ *[specify the validity date of the contract].*

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

The contract was formed _____ versions, The Employer keeps _____ versions, The Contractor keeps _____ versions, all versions have the same legal value.

**CONTRACTORS' LEGAL
REPRESENTATION**

[name, title, signature and seal]

**EMPLOYERS' LEGAL
REPRESENTATION**

[name, title, signature and seal]

CONTRACT PRICE LIST ADDENDUM

(Attached to contract No. _____, date ____ month ____ year ____)

This Addendum is made on the basis of the requirements stated in the Bidding Documents, the Bid and the agreements reached during the negotiation and completion of the contract, including the price (in money) for each item and work content. Price (in money) for each item, the work content includes the expenses of taxes, fees, fees (if any) according to tax rates, fees and charges at the time of 28 days before the date of bid payment as prescribed

CONTRACT PERFORMANCE GUARANTEE⁽¹⁾

_____, date ____ month ____ year ____

Dear: _____[*Name of the Employer*]

(hereinafter called the Employer)

As proposed by the ____ [*Name of the Employer*] (Employer) is the contractor who has won the bidding package ____ [*Name of the bidding package*] and commit to sign a contract to provide services for the above procurement (hereafter referred to as the contract); ⁽²⁾

As specified in the Bidding Documents (*or contract*), The Contractor must submit to the Employer a bank guarantee with a specified amount to ensure his obligations and responsibilities in the performance of the contract;

We, ____ [*Name of the bank*] in ____ [*Name of the country or territory*] registered headquarters at ____ [*Bank address*⁽³⁾] (hereinafter called “Bank”);, apply for a guarantee commitment for the performance of the contractor's contract with the amount of ____ [*specify the corresponding value in numbers, letters and currency used in accordance with Section 6.1 of the SCC of the Bidding Documents*]. We commit to unconditional payment, not canceling to the Employer any amount within the limit ____ [*Bailing amount*] as mentioned above, when there is a notice document by the Employer to the Contractor for violating the contract within the validity period of the contract performance guarantee.

This guarantee is valid from the date of issuance until the end of the day ____ month ____ year ____ ⁽⁴⁾.

Legal representative of the bank.

[*name, title, signature and seal*]

Note:

(1) Only applicable when the measure to ensure the performance of the contract is a letter of guarantee from a bank or a financial institution.

(2) If the bank requires a signed contract to issue a guarantee, the Procuring entity shall report it to the Employer for consideration and decision. In this case, the above paragraph can be corrected as follows:

“As request by ____ [*Name of the Employer*] (Employer) is the winning bidder

_____[*Name of the bidding package*] signed a contract No.____[*number of the contract*]
date ____ month ____ year ____ (hereinafter called Contract).”

(3) Bank address: specify address, phone number, fax number, e-mail to contact.

(4) Write a time limit in accordance with the requirements specified in Section 6.1 of **the SCC**.

ADVANCE GUARANTEE ⁽¹⁾

____, date ____ month ____ year ____

Dear: _____ *[Name of the Employer]*

(hereinafter called Employer)

[Contract nam, contract number]

According to the terms of advances stated in the Specific Conditions of the contract, ____ *[Employer's name and address]* (Employer) must submit to the Employer a bank guarantee to ensure that the Contractor uses the advance amount for the right purpose ____ *[specify the value in numbers, letters and currency used]* for the performance of the contract;

We, ____ *[Name of the bank]* in ____ *[Name of the country or territory]* registered headquarter at ____ *[Bank address⁽²⁾]* (hereinafter called "Bank"), by the request of the Employer, agree unconditionally, not cancel and do not require the Contractor to consider in advance, pay the Employer when the Employer has requested with an amount not exceeding ____ *[specify the value in numbers, letters and currency used as required in Section 15.1 The specific conditions of the contract of the bid solicitation]*.

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

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

This guarantee is valid from the date the Contractor receives the contract advance until the date ____ month ____ year ____ ⁽³⁾ or when the Employer recovers all the advance amount, whichever comes earlier.

Legal representative of the bank

[Name, title, signature and seal]

Note :

(1) Based on the specific conditions of the bidding package, which is prescribed in accordance with the requirements specified in Section 15.1 of **the SCC**.

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

(3) The date of completion of the provision of services specified in the contract. In case of need to extend the duration of the contract, the effective period of advance guarantee is required.