

DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT OF BINH THUAN PROVINCE
PMU OF BINH THUAN WATER SECTOR PROJECT

CONSULTANCY SERVICES OF TECHNICAL DESIGN AND WORK SUPERVISION
SUBPROJECT: HAM THUAN BAC WATER SUPPLY SYSTEM

BIDDING DOCUMENTS

**PROCUREMENT PACKAGE No. 8 - EXECUTION OF THE WHOLE
CONSTRUCTION, SUPPLYING AND INSTALLATION OF EQUIPMENT**



2021 NIBT Association





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TABLE OF CONTENTS

Section 1.	BIDDING PROCEDURE	2
Chapter I.	Instructions to Bidders	2
Chapter II.	Bid Data Sheet	34
Chapter III.	Evaluation criteria of bids and Qualification of Bidders	40
Chapter IV.	Bid forms	59
Chapter V.	Eligible Countries	94
Section 2.	WORK REQUIREMENTS	95
Chapter VI.	Work Requirements	95
Section 3.	CONDITIONS OF CONTRACT AND CONTRACT FORMS..	117
Chapter VII.	General Conditions of Contract	117
Chapter VIII.	Particular Conditions of Contract	135
Chapter IX.	Contract Forms	143

SUMMARY DESCRIPTION

PART 1. BIDDING PROCEDURES

Chapter I. Instructions to Bidders (ITB)

This Chapter provides relevant information to help Bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts. Only used without modifying the provisions of this Chapter.

Chapter II. Bid Data Sheet (BDS)

This Chapter includes of provisions that are specific to each procurement and that supplements Chapter I, Instructions to Bidders.

Chapter III. Evaluation Criteria of Bids and Bidder's Qualification

This Chapter includes the criteria to determine the bid and the qualifications of the Bidder to perform the contract.

Chapter IV. Bidding Forms

This Chapter includes the forms which are to be completed by the Bidder as an integral part of his Bid

Chapter V. Eligible Countries

This Chapter contains information regarding eligible countries.

This chapter specifies countries where Bidders are allowed to participate in the Bid

PART 2. WORK REQUIREMENTS

Chapter VI. Work Requirements

This Chapter contains the Specification, the Drawings that describe the Works to be procured, the Personnel Requirements and the Equipment Requirements to perform the procurement package.

PART 3. CONDITIONS AND FORMS OF CONTRACT

Chapter VII. General Conditions of Contract (GCC)

This Chapter contains the general clauses to be applied in all contracts of different packages. Only used without modifying the provisions of this Chapter.

Chapter VIII. Particular Conditions of Contract (PCC)

This Chapter consists of Contract Data and Specific Provisions in which it contains specific clauses to each contract. The contents of this Chapter are for modifying or supplementing, but not replacing the General Conditions of the Contract.

Chapter IX. Contract Forms

This Chapter contains forms which, once completed, will form an integral part of the Contract. The forms for Performance Security

(Letter of Guarantee) and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

ABBREVIATIONS

ITB	Instructions to Bidder
BDS	Bid Data Sheet
BD	Bidding Document
Bs	Bids including Technical Proposal documents and Financial Proposal documents
TPD	Technical Proposal document
FPD	Financial Proposal document
GCC	General Conditions of Contract
PCC	Particular Conditions of Contract
VND	Vietnam dong
USD	US dollar
EUR	Common European currency
AICS	Italian Agency for Development Cooperation in Hanoi
MAECI-DGCS	The Ministry of Foreign Affairs of Republic of Italy, Directorate General for Development Cooperation
PMU	Project Management Unit of Water Sector Project in Binh Thuan Province
PE	Procuring Entity

Section I – BIDDING PROCEDURES
CHAPTER I – INSTRUCTIONS TO BIDDERS

<p>1. Scope of procurement package</p>	<p>1.1 The Procuring Entity, as specified in the Bid Data Sheet (BDS), issues the Bidding Document for the selection a contractor to implement a package of building and installing as specified in Section II, Work Requirements.</p> <p>1.2 The name, identification, and number of lots (contracts) of this bidding are specified in the BDS.</p> <p>1.3 Contract execution time is specified in BDS.</p>
<p>2. Source of funds</p>	<p>2.1 Social Republic of Vietnam (hereinafter called “Borrower”) has received financing (hereinafter called “funds”) from the Government of Italian Republic (hereinafter called “the Lender”) in an amount specified in the BDS toward the project named in the BDS. The Borrower intends to apply a portion of the funds for eligible payments under the contract(s) for which this Bid is issued.</p> <p>2.2 Payments by the Lender will be made only at the request of the Borrower and upon approval by the Lender in accordance with the terms and conditions of the Financial Agreement between the Borrower and the Lender (hereinafter called the Financial Agreement), and will be subject in all respects to the terms and conditions of that Financial Agreement. No party other than the Borrower shall derive any rights from the Financial Agreement or have any claim to the funds.</p>
<p>3. Prohibited practices</p>	<p>3.1 Giving, receiving, brokering bribery.</p> <p>3.2 Abuse of position or power to illegally intervene in procurement.</p> <p>3.3 Collusion, which includes the following practices: a) Agreeing to withdraw from bidding or to withdraw the submitted bid so that one or more parties involved in the bid rigging can win the contract;</p>

	<p>b) Agreeing to let one party or more parties prepare bids for other parties in order for one party to win the bidding;</p> <p>c) Agreeing to refuse to supply goods or sign sub-contracting agreement or do other things causing difficulties to those parties who are not involved in the collusive arrangement.</p> <p>3.4 Frauds, which include the following practices:</p> <p>a) Intentionally making misrepresentations or distorting information, documents of a party in procurement in order to obtain a financial or other benefit, or to avoid any obligation;</p> <p>b) Any individual directly involved in evaluating Bids, appraising the results of shortlisting or bidder selection who intentionally misreport or provide untruthful information to distort the result of bidder selection;</p> <p>c) Bidders who intentionally provide untruthful information in Bids to distort bidder selection results.</p> <p>3.5 Obstruction, which includes the following practices:</p> <p>a) Destroying, deceiving, altering or concealing of evidence or misrepresenting; threatening, harassing or suggesting to any party in order to impede investigations on giving, accepting or brokering a bribe or collusive practices with the agency having authority, function of oversight, examination, inspection, auditing;</p> <p>b) Obstructive practices against bidders and authorized agencies in charge of oversight, examination, inspection, or auditing.</p> <p>3.6. Failing to ensure fairness and transparency, which includes the following practices:</p> <p>a) Being a bidder participating in the packages for which it is the Procuring Entity or Employer, or perform tasks of Procuring Entity or Employer;</p> <p>b) Involving in both preparation and appraisal of the BD under the same procurement package;</p> <p>c) Involving in both evaluation of Bids and appraisal of bidder selection results under the same procurement package;</p> <p>d) Being directly involved in the bidder selection process as a member of Procuring Entity or of the Employer or being involved as a member of the evaluation team or bidder selection result appraisal team or being head of Employer, Procuring Entity for procurement packages in which their natural father or mother, or father- or mother-in-law, or spouse, natural child, adopted child, son- or daughter-in-law or natural brother(s) or sister(s) participates as a bidder or the</p>
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	<p>legal representative of a bidder;</p> <p>e) Bidders bidding for the procurement package of civil works for which they have provided the consulting service before;</p> <p>f) Bidding for a procurement package under a project administered by their former employer as the Employer or Procuring Entity within 12 months from his or her resignation from such agency or organization;</p> <p>g) Applying selection methods other than open bidding when the required conditions set forth in Public Procurement Law No. 43/2013/QH13 do not suffice;</p> <p>h) Specifying a specific brand name or origin of goods as a requirement in the BD;</p> <p>i) Bid packaging in a project or a purchase budget in a manner that goes against Public Procurement Law No. 43/2013/QH13 for the purpose of direct contracting or restricting participation of bidders.</p> <p>3.7 Divulging, receiving the following information, documents on the bidder selection process, except for circumstances stipulated in paragraph b, Item 7, Article 73, Item 12, Article 74, paragraph i, Item 1, Article 75, Item 7, Article 76, Item 7, Article 78, paragraph d, Item 2, Article 92 of Public Procurement Law No. 43/2013/QH13:</p> <p>a) Contents of BD prior to the specified date of issuance;</p> <p>b) Contents of Bids, note-taking books, minutes of bid evaluation meetings, comments or remarks on each bid before the bidder selection result is published;</p> <p>c) Request for clarification of Bids made by the Procuring Entity and responses thereto submitted by bidders during the bid evaluation process before the bidder selection result is published;</p> <p>d) Reports made by the Procuring Entity, the evaluation team, appraisal reports, reports of the consultants or related functional agencies in the bidder selection process prior to publication of bidder selection results;</p> <p>e) Bidder selection results prior to they are published as required;</p> <p>f) Other relevant documents in the bidder selection process that are marked “confidential” in accordance with laws.</p> <p>3.8 Contract assignment, including the following practices:</p> <p>a) The contractor transfers to another contractor a portion of the package amounting to 10% or higher (after deducting the portion of works under the responsibility of the</p>
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	<p>subcontractors) of the price of the signed contract;</p> <p>b) The Employer or the Engineer allows the contractor to transfer the work for which the bidder is responsible, except the portion of work under the responsibility of subcontractors specified in the contract.</p> <p>3.9 Organizing bidder selection before the funding source for the package has been secured, resulting in delayed payments to the bidder.</p> <p>3.10 Any attempt by candidates or bidders to obtain confidential information, enter into unlawful agreements with competitors or influence the Procuring Entity during the process of examining, clarifying, evaluating, and comparing bids will lead to the rejection of his candidacy or tender and may result in administrative penalties;</p> <p>3.11 Without the Procuring Entity’s prior written authorization, Bidders and their staff or any other company with which the Bidder is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the Project. This prohibition also applies to any other Projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Bidders.</p> <p>3.12 When putting forward their candidacy or participating in a procurement, candidates or bidders must declare that they are affected by no potential conflict of interest, and that they have no particular link with other bidders or parties involved in the Project. Should such a situation arise during the performance of the contract, the contractors must immediately inform the the Procuring Entity.</p> <p>3.13 Civil servants or other officials of the public administration of the beneficiary country, regardless of their administrative situation, must not be engaged as experts unless the prior approval of the Italian Agency for Development Cooperation (AICS) has been obtained.</p> <p>3.14 Bidders must at all times act impartially and as a faithful adviser in accordance with the code of conduct of their profession. They must refrain from making public statements about the Project or services without the Procuring Entity’s prior approval. They may not commit the Procuring Entity in any way without its prior written consent.</p> <p>3.15 For the duration of the contract, contractors and their staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state. In particular, Bidders who have been awarded contracts shall</p>
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	<p>respect core labour standards as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; elimination of discrimination in respect of employment and occupation; abolition of child labour, ect.)</p> <p>3.16 Bidders may accept no payment connected with the contract other than that provided for therein. Bidders and their staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contract awarding entity.</p> <p>3.17 Bidders and their staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the bidder are confidential.</p> <p>3.18 The contract shall govern the contracting parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.</p> <p>3.19 Bidders shall refrain from any relationship likely to compromise their independence or that of their staff. If Bidders cease to be independent, the Procuring Entity may, regardless of injury, terminate the contract without further notice and without the Bidder having any claim to compensation.</p> <p>3.20 The Ministry of Foreign Affairs of Republic of Italy, Directorate General for Development Cooperation (MAECI-DGCS) reserves the right to suspend or cancel Project financing if corrupt practices of any kind are discovered at any stage of the award process and if the Procuring Entity fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contract awarding entity.</p> <p>3.21 More specifically, all Bids and contracts for works, supplies and services must include a clause stipulating that Bidders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual</p>
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	<p>and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.</p> <p>3.22 Bidders undertake to supply AICS on request with supporting evidence regarding the conditions in which the contract is being executed. AICS may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.</p> <p>3.23 Bidders found to have paid unusual commercial expenses on Projects funded by AICS are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving AICS funds.</p> <p>3.24 Failure to comply with one or more of the ethics clauses may result in the exclusion of the candidate, bidder or contractor from other AICS contracts and in penalties. The individual or company in question must be informed of the fact in writing.</p> <p>3.25 It is the obligation of the Procuring Entity to ensure that the procurement procedure is concluded in a transparent manner, based on objective criteria and disregarding any possible external influences.</p>
<p>4. Eligibility of bidder; eligibility of materials, equipment and related services</p>	<p>4.1 Bidder eligibility</p> <p>a) Meeting requirements about enterprise size as specified in the BDS; having business registration license, establishment decision or equivalent documents issued by the competent agency in the respective jurisdiction where the bidder operates;</p> <p>b) Having financially autonomous status;</p> <p>c) Neither being in the process of dissolution; nor being subject to any determination of bankruptcy or insolvency as regulated by laws;</p> <p>d) Ensuring competition in procurement as specified in the BDS;</p> <p>e) Not being debarred from bidding according to regulations of procurement law;</p> <p>f) Having registered in the National e-procurement system as specified in the BDS.</p> <p>g) A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Chapter V (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with</p>

the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services;

A Bidder shall provide such evidence of eligibility to satisfy reasonable requirements of the PE, as **described in the BDS**.

4.2 Eligibility of materials, equipment and related services

a) All materials, equipment and related services provided under the contract shall have clear and lawful origin. The Bidder shall clearly state the marking, code, labelling (if any) and origin of materials and equipment. The Procuring Entity might request Bidder to provide proofs on origin of the materials, equipment and the eligibility of services.

b) The term “origin” means the country or territory where a product is wholly obtained or produced completely; or the place where the last substantial transformation took place for a product which has been produced in more than one country.

c) Documents proving the origin of materials, equipment and eligibility of services may include: certificates of origin, certificate of quality, bill of lading, relevant technical documents of materials, equipment; documents proving the eligibility of services provided for the procurement package.

d) A minimum amount of 40% of bid price must be of materials, equipment and services that are original from Italy. The remaining materials, equipment and services to be prioritized the use of goods and services originating in Vietnam if they have the same or higher quality; in case of the use of goods and services originating in other countries must be approved by the PMU and must be purchased in Vietnam. At the request of the Procuring Entity, the Bidder shall provide proofs of origin of the materials, equipment and services. For the purpose of origin of materials, equipment and services originating in Italy as mentioned above, “origin” means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced, when through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

<p>5. Contents of BD</p>	<p>5.1. The BD consists of Sections 1, 2, 3, together with amendment, supplement of BD as specified in Clause 7 of ITB (if any), specifically includes the following contents:</p> <p>Invitation for bid/announcement of invitation for bid issued or provided by the Procuring Entity is not a part of the BD.</p> <p>Section 1. Bidding procedures:</p> <ul style="list-style-type: none"> - Chapter I. Instructions to Bidders; - Chapter II. Bidding Data Sheet; - Chapter III. Evaluation criteria of Bids; - Chapter IV. Bid forms; - Chapter V. Eligible Countries <p>Section 2. Works requirements:</p> <ul style="list-style-type: none"> - Chapter VI. Works requirements <p>Section 3. Conditions of contract and Contract forms:</p> <ul style="list-style-type: none"> - Chapter VII. General conditions of contract; - Chapter VIII. Particular conditions of contract; - Chapter IX. Contract forms. <p>5.2. The Procuring Entity shall not be responsible for the accuracy and completeness of the BD, clarifications of the BD, pre-bid meeting minutes (if any) or amendment of the BD as specified in Clause 7 ITB if such documents are not provided by the Procuring Entity. In case there are differences in contents among documents received by bidders, the documents issued by the Procuring Entity shall prevail.</p> <p>5.3. Bidders shall study all instructions, forms, requirements on works and other requirements in the BD to prepare their Bids including all information or documents as required in the BD.</p>
<p>6. Clarification of the BD, Site Visit, Pre-Bid Meeting</p>	<p>6.1. In case the BD needs to be clarified, the bidder shall send request for clarification to the Procuring Entity or put questions in the pre-bid meeting (if any) as specified in Item 6.4 of ITB. When the Procuring Entity receives request for clarification of the BD from bidder before bid closing time at least certain days as specified in the BDS, the Procuring Entity shall give responses in writing to all request for clarification of the BD. The Procuring Entity shall send clarification of the BD to bidders having request for clarification of the BD and all other bidders who received the BD from the Procuring Entity, in which the Procuring Entity provides description of clarification without naming bidders requesting for clarification. In case such clarification leads to modification of the BD, the Procuring Entity shall modify the BD according to procedures specified in Clause 7 and Item</p>

	<p>21.2 of ITB.</p> <p>6.2. The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. All the costs of visiting the Site shall be at the Bidder's own expense.</p> <p>6.3. The Bidder and its related parties will be granted permission by the Procuring Entity to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its related parties will release and indemnify the Procuring Entity and its related parties from and against all liability in respect thereof. Bidder and its related parties will be responsible for its risks such as accident, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection. Where it deems necessary, the Procuring Entity may organize and instruct bidders to visit the site as specified in the BDS.</p> <p>6.4. Where it deems necessary, the Procuring Entity shall organize a pre-bid meeting in accordance with the BDS. The purpose of the meeting is to explain, clarify issues and to answer questions that Bidder feels not clear regarding the content of the BD. To facilitate response to requests for clarification of the BD, the bidder is advised to submit its request for clarification to the Procuring Entity before the pre-bid meeting date. Minutes of the pre-bid meeting shall be made in writing by the Procuring Entity including: the content of the questions asked by bidders (without naming specifically the asker), and the responses given by the Procuring Entity. The minutes of the pre-bid meeting shall be distributed to all bidders who have acquired the BD from the Procuring Entity. In case of the BD which needs to be modified after the pre-bid meeting, the Procuring Entity shall issue a document amending the BD as prescribed in Clause 7 of the BD, the minutes of the pre-bid meeting shall be not a modification document to the BD. Nonattendance at the pre-bid meeting will not be a cause for disqualifying a bidder.</p>
<p>7. Amendment of the BD</p>	<p>7.1. The amendment of the BD shall be done before the bid closing time through the issuance of documents amending the BD.</p> <p>7.2. A document amending the BD is considered part of the BD and shall be communicated in writing to all bidders who have obtained the BD from the Procuring Entity.</p> <p>7.3. The time for sending an addendum to the BD to bidders who have acquired the BD from the Procuring Entity shall be</p>

	<p>stipulated in the BDS. To give bidders reasonable time modify their bids, the Procuring Entity may decide to extend the deadline for the bid closing time, pursuant to ITB 21.2. The bidders are required to acknowledge their receipt of the addendum in writing to the Procuring Entity by one of the following means: in-person delivery, by post, fax or email.</p>
8. Cost of bidding	<p>The bidder shall bear all costs associated with the preparation and submission of its Bid. In no case the Procuring Entity shall be responsible or liable for those costs relating to the participation in bid of bidder.</p>
9. Language of Bid	<p>The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity, shall be written in the language specified in BDS.</p>
10. Document comprising the Bid	<p>The Bid shall comprise the Technical Proposal and Financial Proposal as follows:</p> <p>10.1. Technical Proposal should comprise the administrative file, legislative, qualification profiles, technical proposal of bidder as required of the BD. Specifically as follows:</p> <ul style="list-style-type: none"> a) Letter of Bid of Technical Proposal as stipulated in Item 11 of ITB; b) Joint Venture Agreement in case the bidder is a joint venture according to Form No. 03 Chapter IV – Bid Forms; c) Bid Security in accordance with Section 18 ITB; d) Documents evidencing bidder’s eligibility in accordance with Item 4.1 of ITB; e) Documents proving eligibility of the person who signs the submission letter in accordance with Item 19.3 of ITB; f) Documents proving qualification and experience of bidder in accordance with Clause 12 of ITB; g) Technical proposal in accordance with Clause 13 of ITB. <p>10.2. Financial Proposal shall include the following contents:</p> <ul style="list-style-type: none"> a) The Letter of Bid of Financial Proposal in accordance with Clause 11 of ITB; b) Financial Proposals and schedules with full information in accordance with Clauses 12 and 14 of ITB <p>10.3. Alternative Technical Proposal in the Bids in accordance with Clause 15 of ITB, along with financial proposal related to alternative technical proposal (if any);</p> <p>10.4. Other contents according to the BDS.</p>
11. Letter of Bid and schedules	<p>The Letter of Bid of Technical Proposal, The Letter of Bid of Financial Proposal and Schedules shall be prepared using the</p>

	relevant forms furnished in Chapter IV – Bid Forms.
12. Documents evidencing the qualifications and experience of bidders.	Bidder shall provide the necessary information in Chapter IV – Bid Forms to prove its qualifications and experience to perform the contract as specified in Chapter III – Evaluation Criteria of Bids. Original documents shall be ready by the Bidder to serve for verification as required by Procuring Entity.
13. Documents comprising the Technical Proposal	The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, Schedule and any other information as stipulated in Chapter IV, Bid Forms, in sufficient detail to demonstrate the adequacy of the Bidders’ proposal to meet the work requirements and the completion time.
14. Bid Price and discount	<p>14.1. Bid Price means Price written in letter of bid under the FPD including all costs (regardless Price reduction), but excluding non-income / non-profit taxes (including VAT) and import duties in Vietnam for goods and services originating from Italy, to implement the procurement package according to requirement in Section 2 – Work requirements.</p> <p>14.2. The Bidder shall submit a bid for the whole of the Works described in Item 1.1 ITB and fill Bid unit-price, amount for all items of the Works specified in column “Description” in the Summary Table of Bid Price and the Table of Detailed Bid Price as stipulated in Form No.20 Chapter IV – Bid Forms. In case in columns “Unit rate” and “amount”, bidder does not fill in or fill in as “0”, this shall be deemed that Bidder has allocated prices of this work into other works under the procurement package, bidder shall be responsible to fulfill those works according to requirements specified in the BD and will not be paid by the Employer during the performance of the contract.</p> <p>14.3. In case the bidder offers a discount, the bidder can either state directly it in the letter of bid under the FPD or mention this separately in a Letter of Discount. In the former case, Bidder shall specify content and method of discount for specific items and works in Column “Description”. If the method of discount is not clearly specified, this is deemed to be equally reduced by ratio for all items mentioned in the column “Description”. In the latter case, the Letter of Offer may be put together in the FPD or submitted separately but it must reach the Procuring Entity before the bid closing time. If the Letter of Discount is submitted separately, it shall be done according to Items 20.2 and 20.3 of ITB. The Letter of Discount shall be preserved by the Procuring Entity as part of the Bid and opened at the same time with the Bid.</p>

	<p>14.4. Bidder shall be responsible for the bid price to complete the works as required in the BD, in case Bidder has abnormal unit price, the Procuring Entity may request Bidder to clarify the structure of that unit price as regulated in Clause 25 of ITB.</p> <p>14.5. Where the procurement package is divided into many independent lots and partial bid is allowed as in the BDS, Bidder can bid for one or many lots of the procurement package. Bidder shall bid for all items in the lot(s) for which it bids. Where Bidder offers a discount, it shall clearly quote the rate and methodology of discount for each lot in accordance with ITB 14.3.</p> <p>14.6. The Bid Price shall be fixed. Where Price adjustment is allowed during the contract performing period as stipulated in the contract conditions, bidder shall propose price adjustment data according to Form 24 Chapter IV – Bid forms in order to support Price adjustment in accordance with Clause 35 PCC in Chapter VII – Particular Contract Conditions.</p> <p>14.7. In case bidder discovers the quantity of work items specified in the column “Description” is inaccurate against the design, Bidder can notify the Procuring Entity and prepare a separate price offer for this different portion of work for the Procuring Entity’s consideration. Bidder shall not include this quantity differential into its bid price.</p>
<p>15. Proposal of alternative technical solution in Bid</p>	<p>15.1. Only when the BD explicitly states in BDS that proposal of alternative technical solutions is allowed, then alternative technical solutions are considered.</p> <p>15.2. The alternative technical solution shall be only considered when the main solution is evaluated to be responsive and Bidder is ranked first. In this case, Bidder shall provide all necessary information so that the Procuring Entity could assess the alternative technical solution, including: explanatory statements, drawings, specifications, construction method, construction schedule and other related information. The evaluation of alternative technical solution in bid will be proceeded in accordance with Clause 6 of Chapter III – Bid evaluation criteria.</p>
<p>16. Bid currency and payment currency</p>	<p>Bid currency and payment currency are stipulated in the BDS.</p>
<p>17. Effective period of Bids</p>	<p>17.1. Effective Period of a Bid (including Technical Proposal and Financial Proposal) shall not be shorter than the required period</p>

	<p>specified in the BDS. Technical Proposal and Financial Proposal with an effective period shorter than required shall not be further evaluated.</p> <p>17.2. Where necessary, before the effective period of Bids expires, the Procuring Entity may request bidders to extend the effective period of their Bids (both Technical Proposal and Financial Proposal), and at the same time request bidders to extend accordingly the effective period of bid security (equal to effective period of Bids after extension plus 30 days). If a bidder does not accept to extend its bid, the bid shall not be further considered and the bidder will have the bid security returned. If bidders accept the request for extension, they shall not change any content of the Bids. The request for extension and responses thereto shall be made in writing.</p>
<p>18. Bid Security</p>	<p>18.1. The Bidder shall furnish as part of its bid a bid security before bid closing time either in a form of guarantee issued by a bank or financial institution which is legally operating in Vietnam or in Italy or in the form of a deposited check (in case of deposit) in accordance with ITB 18.2. In the case of a bank guarantee, the bid security shall be submitted either using the Form 04, Letter of Guarantee in Chapter IV, Bid forms. If the effective period of a bid is extended according to Item 17.2 ITB, the effective period of bid security shall be extended accordingly.</p> <p>In case of bidder as a joint venture, the bid security method shall be done by either of the two following ways:</p> <p>a) Each member of the joint venture will undertake the bid security separately provided that the total amount shall not be lower than the required amount specified in Item 18.2 ITB; if the bid security of a member in the joint venture is determined as non-responsive, the Bid of that joint venture shall not be further considered, evaluated. If any member in the joint venture violates the legal regulations causing the forfeiture of its bid security as specified in Item 18.5 ITB, the bid security of all members in the joint venture shall be forfeited accordingly;</p> <p>b) Members in the joint venture agree for one member to be responsible for undertaking the bid security for itself and for other members in the joint venture. In this case, the bid security may include name of the joint venture or name of the member responsible for performing the bid security for the whole joint venture provided that the total amount shall not be lower than required in Item 18.2 ITB. If any member of the joint venture violates legal regulations causing the forfeiture of the bid security as specified in Item 18.5 ITB, the bid security shall not be returned.</p>

	<p>18.2. The amount, currency and effective period of bid security shall be specified in the BDS.</p> <p>18.3. Bid security is deemed to be non-responsive under one of the following cases: having smaller amount or shorter effective period than required in Item 18.2 ITB, having wrong name of the Procuring Entity (the beneficiary), not being original and not having authorized signature, or including disadvantageous conditions for the Procuring Entity.</p> <p>18.4. Unsuccessful bidders will have their bid security returned or released within the maximum time as specified in the BDS, from the date of the bidder selection result announcement. For the selected bidder, the bid security will be returned or released once the bidder undertakes performance security as required.</p> <p>18.5. Bid security shall not be returned in any of the following cases:</p> <ul style="list-style-type: none"> a) The bidder withdraws their Bid (either Technical Proposal or Financial Proposal, or both) after the bid closing time and within the bid effective period; b) The bidder violates procurement law which results in cancellation of procurement as stipulated in paragraph d, Section 39.1 ITB; c) The bidder fails to provide performance security as stipulated in Section 41, ITB; d) The bidder fails to proceed with or refuse to enter into contract negotiation within 5 working days upon receipt of invitation for contract negotiation from the Procuring entity, except force majeure; e) The bidder fails to proceed with or refuses to enter into contract finalisation and conclusion within the period specified in the Letter of Acceptance sent by the Procuring Entity, except force majeure. f) By the time the Contract is signed as stipulated in Form No.23. Letter of Acceptance of the Bids and Award of Contract, Chapter IX - Contract forms, the Bidder fails to implement or fails to fully comply with regulations on registration of construction activities and other related procedures in accordance with the regulations of the Government of Vietnam for foreign Contractors.
<p>19. Format and Signing of Bid</p>	<p>19.1. The Bidder shall prepare one original of the documents comprising the bid including: 1 original of Technical Proposal, 1 original of Financial Proposal in accordance with Clause 10 ITB and as many copies of Technical Proposal and Financial Proposal as required in the BDS. On the cover page</p>

of the document, it shall be clearly marked “ORIGINAL TECHNICAL PROPOSAL”, “ORIGINAL FINANCIAL PROPOSAL”, “COPY OF TECHNICAL PROPOSAL”, or “COPY OF FINANCIAL PROPOSAL” respectively.

In case of modification or substitution of Technical Proposal and Financial Proposal, Bidder shall prepare an original and a number of copies as specified in the **BDS**. On the cover page of the documents shall be marked “ORIGINAL MODIFICATION OF TECHNICAL PROPOSAL”, “COPY OF MODIFICATION OF TECHNICAL PROPOSAL” “ORIGINAL MODIFICATION OF FINANCIAL PROPOSAL”, “COPY OF MODIFICATION OF FINANCIAL PROPOSAL”, “ORIGINAL SUBSTITUTION OF TECHNICAL PROPOSAL”, “COPY OF SUBSTITUTION OF TECHNICAL PROPOSAL”, “ORIGINAL SUBSTITUTION OF FINANCIAL PROPOSAL”, “COPY OF SUBSTITUTION OF FINANCIAL PROPOSAL”.

Where the bidder has an alternative technical solution in accordance with Clause 15 ITB the Bidder shall prepare 1 original and as many copies as specified in the **BDS**. In the cover page shall be clearly marked “ORIGINAL PROPOSAL OF ALTERNATIVE TECHNICAL SOLUTION”, “COPY OF PROPOSAL OF ALTERNATIVE TECHNICAL SOLUTION”.

- 19.2. Bidder shall be responsible for the consistency between the original and copies. In case of differences between the original and the copies, however, it does not change the rank order of bidders, the evaluation is based on the original. Where there is a discrepancy between the original and the copy leading to the evaluation result on the original other than the evaluation result on the copy, changing the ranking of bidders, the bidder's bid is rejected.
- 19.3. The original of Bid (Technical Proposal and Financial Proposal) shall be typed or written in indelible ink, and have its pages numbered continuously. Letter of bid, letter of discount (if any), supplement or clarification of Bid, price schedule and other forms in Chapter IV – Bid forms shall be signed and sealed (if any) by legal representative of bidder or authorized person; in case of authorization, Bidder is required to submit with its bid a Power of Attorney according to Form 02 Chapter IV – Bid forms as well as a true certified copy of Company charter, Branch establishment decision or other documents proving authority of the authorized person.

	<p>19.4. If the bidder is a joint venture, the Bid shall be signed by legal representative of all members in the joint venture or by the member representing the joint venture bidder according to joint venture agreement. To ensure that all members of the joint venture are legally bound, the joint venture agreement document shall be signed by legal representative of all members in the joint venture.</p> <p>19.5. The words are added, inserted between lines, the words are erased or overwritten shall be valid only if they are signed or stamped (if any) nearby or at that page of the person signing the letter of bid.</p>
<p>20. Sealing and Marking of Bids</p>	<p>20.1. The Technical Proposal envelope shall contain the original and the copies and be clearly marked “TECHNICAL PROPOSAL”. The Financial Proposal envelope shall contain the original and the copies and be clearly marked “FINANCIAL PROPOSAL”</p> <p>If there is any revision or replacement of Technical Proposal or Financial Proposal, the modification or substitution documents (including the original and the copies) shall be put into separate envelopes and the outer envelopes shall be clearly marked “MODIFICATION OF TECHNICAL PROPOSAL”, “SUBSTITUTION OF TECHNICAL PROPOSAL”, “MODIFICATION OF FINANCIAL PROPOSAL”, “SUBSTITUTION OF FINANCIAL PROPOSAL”.</p> <p>If the Bidder has a Proposal of Alternative Technical Solution (including technical proposal and financial proposal), it shall be put into a separate envelope and be clearly marked “PROPOSAL OF ALTERNATIVE TECHNICAL SOLUTION”.</p> <p>All of the envelopes containing Technical Proposal, Financial Proposal, Modification of Technical Proposal, Modification of Financial Proposal, Substitution of Technical Proposal, Substitution of Financial Proposal (if any); and Proposal of Alternative Technical Solution (if any), shall be sealed. The sealing of envelopes is at the discretion of the Bidder.</p> <p>20.2. The outer envelopes shall:</p> <ul style="list-style-type: none"> a) Bear the name and address of the Bidder; b) be addressed to the Procuring Entity in accordance with ITB Item 21.1; c) bear the name of the procurement in accordance with ITB Item 1.2; and d) bear a warning “Do not open before the time and date for Technical Proposal opening” for envelopes of Technical Proposal, Modification of Technical Proposal, or Substitution of

	<p>Technical Proposal (if any); or “Do not open before the time and date of Financial Proposal opening” for envelopes of Financial Proposal, Modification of Financial Proposal, or Substitution of Financial Proposal (if any).</p> <p>20.3. If the envelopes are not sealed or the seals thereof are lost during the process they are transferred to the Procuring Entity, or they are not marked as required in ITB 20.1. and 20.2, the Bidder shall be responsible for those violations. The Procuring Entity will assume no responsibility for the confidentiality of the bid if the Bidder fails to comply with the above requirements.</p>
<p>21. Bid closing time</p>	<p>21.1. A bidder may deliver its bid in person or send the bid to the Procuring Entity’s address, but the bid must reach the Procuring Entity no later than the bid closing time specified in the BDS. The Procuring Entity must take in bids of all the bidders who submit prior to the bid closing time, including those who have not bought or acquired the Bidding Documents from the Procuring Entity. Any Bidder that has not bought the Bidding Documents must pay the Procuring Entity an amount equal to the selling price for a set of Bidding Documents before its Bid is taken in.</p> <p>21.2. The Procuring Entity may extend the bid closing time by amending the Bidding Documents in accordance with ITB Clause 7. In such case, all the rights and obligations of the Procuring Entity and Bidders set forth together with the original deadline shall thereafter be subject to the new deadline as extended.</p>
<p>22. Late Bids</p>	<p>The Procuring Entity shall not consider any Bids that arrive after the bid closing time. Any Bid received by the Procuring Entity after the bid closing time shall be declared late, rejected, and returned unopened to the bidder.</p>
<p>23. Withdrawal, Substitution, and Modification of Bids</p>	<p>23.1. After submitting the Bid, the bidder may modify, substitute or withdraw its Bid by sending a notice duly signed by the legal representative of Bidder, in the case of authorization, a Power of Attorney shall be enclosed according to Item 29.3 ITB. The modification or substitution of the Bid shall accompany the corresponding notice and shall satisfy the following conditions:</p> <p>a) Being prepared and submitted by Bidder to the Procuring Entity in accordance with Clauses 19 and 20 ITB with the outer of the envelope containing the notice clearly marked “MODIFICATION OF TECHNICAL PROPOSAL”, “MODIFICATION OF FINANCIAL PROPOSAL”, “SUBSTITUTION OF TECHNICAL PROPOSAL”, “SUBSTITUTION OF FINANCIAL PROPOSAL”, or</p>

	<p>“WITHDRAWAL OF BID” respectively; and</p> <p>b) received by the Procuring Entity prior to the deadline prescribed for submission of bids, in accordance with ITB Item 21.1.</p> <p>23.2. Bids requested to be withdrawn in accordance with ITB Item 23.1 shall be returned unopened to the Bidders.</p> <p>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 effective validity specified by the Bidder on the Letter of Bid or any extension thereof.</p>
<p>24. Confidentiality</p>	<p>24.1. 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 publication of the bidder selection result. Under no circumstances, may information contained in a bid be revealed to (an) other bidder(s), except for information disclosed at the opening of Technical Proposals or Financial Proposals.</p> <p>24.2. Except for cases of bid clarification prescribed in ITB Clause 25 and the negotiation of contract, the Bidder is not permitted to contact the Procuring Entity on any matter related to its bid and the procurement from the Technical Proposal opening time until the publication of bidder selection result.</p>
<p>25. Clarification of Bids</p>	<p>25.1. After the openings of TPD and FPD, the Bidder is responsible for clarifying its TPD or FPD at the request of the Procuring Entity. Any request for clarification of the Procuring Entity and any response of the Bidder shall all be in writing. In the event that a TPD lacks documentary evidence establishing the Bidder’s eligibility, qualifications and experience, the Procuring Entity shall request the Bidder to clarify and supplement the bid with that documentary evidence of bidder eligibility, qualifications and experience. Regarding technical and financial proposals of the Bid, clarification shall not change the substance of the bid and the bid price already submitted. The Bidder shall inform the Procuring Entity in writing of receipt the request for bid clarification by any of the following means: in-person delivery, post, fax or email.</p> <p>25.2. The bid clarification between the Bidder and the Procuring Entity shall be in writing.</p> <p>25.3. During the period prescribed in the BDS, in the event that the bidder, on its own, detects that its bid lacks documentary evidence establishing the Bidder’s eligibility, qualifications and experience, the Bidder may, at its own initiative, send</p>

	<p>such clarification to the Procuring Entity. The Procuring Entity shall accept such clarification for consideration and evaluation; clarification documents on the Bidder’s eligibility, qualifications and experience shall be an integral part of the Bid. The Procuring Entity shall notify the Bidder in writing of receipt of clarification documents via any of the following ways: in-person delivery, post, fax or email.</p> <p>25.4. The clarification of Bids shall be made between the Procuring Entity and the concerned Bidder only. The contents of bid clarification shall be treated by the Procuring Entity as an integral part of the Bid. Regarding clarification that directly affects the evaluation of the Bidder’s eligibility, qualification and experience, 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 Procuring Entity, the Procuring Entity shall evaluate the Bid based on documents submitted by the bidder prior to the bid closing time.</p> <p>25.5. Where necessary, the Procuring Entity may send a written request to a bidder who is likely to win the contract, asking the bidder to a in-person meeting with the Procuring Entity for clarification of its bid. Such bid clarification shall be recorded in writing and shall ensure transparency and objectiveness.</p>
<p>26. Deviations, Reservations, and Omissions</p>	<p>During the evaluation of bids, the following definitions apply:</p> <p>26.1. “Deviation” is a departure from the requirements specified in the BD;</p> <p>26.2. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the BD; and</p> <p>26.3. “Omission” is the failure to submit a part or all of the information or documentation required in the BD.</p>
<p>27. Determination of Responsiveness</p>	<p>27.1. The Procuring Entity’s determination of a bid’s responsiveness is to be based on the contents of the bid itself, as defined in ITB 10.</p> <p>27.2. A substantially responsive Bid is one that meets the requirements of the BD without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> a) If accepted, would affect considerably the scope, quality, or using effectiveness of work that regulated in contract; limit considerably and inconsistent with the BD, the Employer’s rights or the Bidder’s obligations under the Contract; b) If rectified, would affect unfairly the competitive position

	<p>of other bidders presenting substantially responsive bids.</p> <p>27.3. The procuring entity shall examine the technical aspects of the bid submitted in accordance with ITB 13 and technical proposal examine to confirm that all requirements of Section 2 – Works requirements have been met without any material deviation or reservation, or omission.</p> <p>27.4. If a bid is not substantially responsive to the requirements of BD, it shall be rejected and may not subsequently be made responsive by correction of the material deviation, reservation, or omission</p>
<p>28. Nonmaterial nonconformities</p>	<p>28.1. Provided that a Bid is substantially responsive, the Procuring Entity may accept any nonconformity in the Bid that does not constitute a material deviation, reservation or omission.</p> <p>28.2. Provided that a bid is substantially responsive, the Procuring Entity may request that the Bidder submit the necessary information or documentation within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission 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.</p> <p>28.3 Provided that a bid is substantially responsive, the Purchaser shall rectify quantifiable 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.</p>
<p>29. Subcontractor</p>	<p>29.1. The main contractor (Contractor) is entitled to enter into agreements with subcontractors mentioned in the list as prescribed in Form No. 18(a) of Chapter IV – Bid forms. The use of subcontractors shall not give rise to a change in the responsibilities of the Contractor. The Contractor shall be responsible for quantity, quality, schedule and other responsibilities related to the portion(s) of work performed by the subcontractor(s). A subcontractor’s qualifications and experience shall not be considered when the Contractor’s bid is evaluated (except where the BD explicitly allows the use of special subcontractors). The Contractor itself must meet all qualification requirements (without consideration of qualifications and experience of subcontractors).</p> <p>If the Contractor, in its bid, neither proposes the use of subcontractor for any particular task or nor anticipates the portion(s) of work to be performed by subcontractors, it shall be construed that all the work under the procurement is to be performed by the Contractor. If any subcontractor is</p>

	<p>subsequently employed during the performance of the contract, the Contractor shall be regarded as having committed the practice of “contract assignment” as prescribed in ITB Clause 3.</p> <p>29.2. The Contractor is only allowed to subcontractors to perform the tasks with a total value for subcontractors not exceeding the percentage (%) share of the bid price as specified in the BDS.</p> <p>29.3 The Contractor shall not use subcontractors for tasks other than those explicitly stated in the Bid to be performed by subcontractors; the replacement or addition of subcontractors into the list of subcontractors stated in the Bid and the use of subcontractors beyond the specified percentage share as indicated in Item 29.2 ITB shall only be in the presence of a good, legitimate reason and subject to the Employer’s approval; the use of subcontractors beyond the tasks stated in the Bid to be performed by subcontractors, or use of subcontractors not included in the list of subcontractors in the bid, in the absence of the Employer’s approval shall be regarded as a practice of “contract assignment”.</p> <p>29.4. The Employer may permit the Contractor to use special subcontractor as prescribed in the BDS. The Contractor shall make a list of special subcontractors with their respective qualifications and work experience using form No. 18(b) of Chapter IV – Bid forms. The PE shall evaluate qualifications and experience of those special subcontractors according to the criteria prescribed in Item 2.3. Clause 2 Chapter III – Bid Evaluation Criteria. If the special subcontractor fails to meet requirements set forth in the BD and the Contractor’s qualifications and experience fail to respond to requirements set forth for the portion of work to be performed by the special contractor, the bid shall be considered as non-responsive.</p>
<p>30. Preference in contractor selection</p>	<p>30.1. Principles for preference:</p> <p>a) Where, after considering preference, if the bids are ranked equal to each other, then the bidder having the higher proposed domestic costs or using more local employees (measured by share of total wage and salary payable in the bid) shall be given preference;</p> <p>b) Where a bidder is eligible for more than one preference, such bidder shall only be entitled to the highest preference in accordance with the bidding documents;</p> <p>c) Where after the consideration of preferences, if the bids are ranked equal, then local bidders from the place(s) where the</p>

	<p>procurement package(s) is/are implemented shall be given preference in higher ranking.</p> <p>30.2. Eligibility for preference and the calculation of preference margins are specified in the BDS.</p>
<p>31. Opening of Technical Proposals</p>	<p>31.1. Except for cases specified in Clauses 22 and 23 ITB, the Procuring Entity shall publicly open and read out loud and clearly the information in accordance with Item 31.3 ITB from all the Technical Proposals received before the bid closing time. The opening shall be publicly carried out at the time and place specified in the BDS in the witness of representatives of bidders participating in the opening ceremony and representatives of relating agencies and organizations. The opening of Technical Proposals does not depend on the presence or absence of representatives of bidders.</p> <p>31.2. If a bidder requests to withdraw or replace its Bid, firstly the Procuring Entity shall open and read out loudly and clearly the information in the envelope containing the notice clearly marked “WITHDRAWAL OF BID” at the outside, and the envelop containing the Bid to be withdrawn shall be returned unopened to bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at the bid opening.</p> <p>Next, the Procuring Entity shall open and read out loudly and clearly the information in the envelope containing notice with marking “SUBSTITUTION OF TECHNICAL PROPOSAL” at the outer and this Substitution shall replace the initial Technical Proposal. The replaced one shall be returned unopened to the bidder. No substitution shall be permitted unless the written substitution notice enclosed with documents proving that the person who signs that document is the legal representative of the Bidder.</p> <p>For envelopes containing notice of “MODIFICATION OF BID”, the enclosed notice shall be opened and read out loudly and clearly together with the corresponding modification of Bid. No Bid amendment shall be permitted unless the corresponding modification notice enclosed with documents proving that the person who signs that document is the legal representative of the Bidder. Only Technical Proposals that are opened and read in the opening ceremony shall be further considered and evaluated.</p> <p>31.3. The opening procedure shall be conduted for each Technical Proposal or Substitution of Technical proposal (if any) in the</p>

	<p>alphabetical order of bidders’ names and follows the sequence of steps below:</p> <p>a) Checking the seal; then opening the outer envelopes entitled “TECHNICAL PROPOSAL”, “MODIFICATION OF TECHNICAL PROPOSAL” (if any) or “SUBSTITUTION OF TECHNICAL PROPOSAL” (if any)</p> <p>b) Opening the original of TPD, TPD modification (if any) or TPD substitution (if any) and read out loudly and clearly the following information: name of bidder, effective period of Technical Proposal, time period for contract performance as indicated in Bid Submission Form of the Technical Proposal, value of bid security and other information that the Procuring Entity feels necessary;</p> <p>c) Reading out loudly and clearly the number of copies of Technical Proposals and other related information, including information on the bidder’s proposal of alternative technical solution (if any);</p> <p>d) The representative of the Procuring Entity countersigning originals of Letter of Bid under the Technical Proposal, Power of Attorney (if any), Joint Venture Agreement (if any), and Bid Security. No Bid shall be rejected at Bid opening except for late bids, in accordance with Clause 23 ITB.</p> <p>e) The Procuring Entity and bidders participating the opening ceremony of Technical Proposals shall seal the envelopes marked “FINANCIAL PROPOSAL”, “MODIFIED FINANCIAL PROPOSAL”, “SUBSTITUTED FINANCIAL PROPOSAL”; the sealing shall be agreed on by the Procuring Entity and bidders. After sealing, the PE shall preserve such envelopes as confidential documents until Financial Proposals are opened as prescribed in ITB Clause 33.</p> <p>31.4. The PE shall prepare the Bid opening minutes that shall include the information prescribed in ITB Item 31.3. The minutes of Bid opening shall be countersigned by the representatives of the PE and the Bidders participating in the Bid opening. The lack of any signature of the Bidders in the minutes shall not render such minutes null and void. A copy of the minutes shall be distributed to all Bidders who participate in the bid opening.</p>
<p>32. Technical Proposal Evaluation</p>	<p>32.1. The Procuring Entity shall apply criteria mentioned in this Clause and method for evaluation prescribed in BDS to evaluate the Technical Proposals. Any other criterion or method other than those mentioned above shall not be permitted to apply.</p>

	<p>32.2. Inspection and evaluation the validity of the Technical Proposal:</p> <p>a) The inspection and evaluation of the validity of the Technical Proposal shall comply with Clause 1 of Chapter III - Evaluation and Qualification Criteria;</p> <p>b) The bidders having valid Technical Proposal shall be further considered for qualification and experience.</p> <p>32.3. Qualification and experience evaluation:</p> <p>a) The evaluation of Bidder's experience and qualification shall comply with Clause 2 of Chapter III - Evaluation and Qualification Criteria</p> <p>b) The bidders satisfying qualification requirements shall be further considered for technical evaluation.</p> <p>32.4. Technical evaluation:</p> <p>a) The Technical evaluation shall comply with Clause 3 of Chapter III - Evaluation and Qualification Criteria;</p> <p>b) The bidders satisfying technical evaluation shall be considered further and evaluated the Financial Proposal as prescribed in Clauses 4, 5 of Chapter III - Evaluation and Qualification Criteria.</p> <p>32.5. If the procurement is divided into independent lots and allowed partial bid as prescribed in ITB Item 14.5, the bid evaluation shall comply with Clause 7 of Chapter III - Evaluation and Qualification Criteria equivalent to the lot in which the Bidder participates.</p> <p>32.6. List of bidders satisfying technical requirements shall be approved in writing. The Procuring Entity shall send the List of bidders satisfying technical requirements to all bidders, which contains invitations of bidders satisfying technical requirements to open Financial Proposal, together with time and location of opening Financial Proposal.</p>
<p>33. Financial Proposal Opening</p>	<p>33.1. The Financial Proposal opening shall be held in public at the address, date and time specified in the Notification of List of bidders satisfying technical requirements, in the witness of participants being Bidders' representatives and relevant agencies and organizations. The Financial Proposal opening shall be conducted regardless of the absence of any Bidder's representative.</p> <p>33.2. At the Financial Proposal opening, the Procuring Entity shall announce List of bidders satisfying technical requirements and then check seals of the envelopes marked "FINANCIAL PROPOSAL", "MODIFIED FINANCIAL PROPOSAL", and "SUBSTITUTED FINANCIAL PROPOSAL".</p> <p>33.3. In case the Bidder requests to replace the Financial Proposal,</p>

the PE shall open and read loudly and clearly the information of the notice in the envelope marked “SUBSTITUTION OF FINANCIAL PROPOSAL”; the FPD shall be replaced by the corresponding Substituted Financial Proposal; the former Financial Proposal shall not be opened, but returned to the Bidder. No Financial Proposal substitution shall be permitted unless the corresponding substitution notice enclosed with documents proving that the person who signs that document is the legal representative of the Bidder.

Envelopes marked “MODIFIED FINANCIAL PROPOSAL” shall be opened and read out with the corresponding Financial Proposals. No Financial Proposal modification shall be permitted unless the corresponding modification notice enclosed with documents proving that the person who signs that document is the legal representative of the Bidder. Only the Financial Proposals that are opened and read out at the Financial Proposal opening shall be further considered and evaluated.

33.4. The Financial Proposal opening shall be conducted to every Financial Proposal according to the alphabet order of the Bidders’ names and following procedures:

a) All other envelopes, including original, modified or substitute bid (if any) shall be opened and read out: the name of the Bidder, validity period of Financial Proposal, Bid Prices of Bid Submission Form in the Financial Proposal, the Bid Prices mentioned in the Table of bid price, value of discounts (if any), validity period of Financial Proposal and other details as the Procuring Entity may consider appropriate. If the procurement is divided into independent lots, the prices and discounts (if any) thereof shall be read out. Only discounts read out at the Financial Proposal opening shall be further considered and evaluated;

b) Quantity of photocopies of Financial Proposal and other details shall be read out;

c) Representative of the Procuring Entity shall countersign original copy of Financial Proposal and Letter of Discount (if any). No Financial Proposal of a bidder whose name mentioned in the List of bidders satisfying technical requirements shall be rejected at Financial Proposal opening.

33.5. The Procuring Entity shall prepare a record of the Financial Proposal opening that shall include information prescribed in ITB 33.2, 33.3 and 33.4. The record of Financial Proposal opening shall be countersigned by the representative of the Procuring Entity and bidders participating in the Financial

	<p>Proposal opening. The lack of any signature of the Bidders in the minutes shall not render such minutes null and void. A copy of the record shall be distributed to all Bidders who satisfy technical requirements.</p>
<p>34. Financial Proposal Evaluation and Ranking of bidders</p>	<p>34.1. The Procuring Entity shall apply criteria mentioned in this Clause and method for evaluation prescribed in BDS to evaluate the Financial Proposals. Any other criterion or method other than those mentioned above shall not be permitted to apply.</p> <p>34.2. Inspection and evaluation the validity of the Financial Proposals: a) The inspection and evaluation of the validity of the Financial Proposals shall comply with Clause 4 of Chapter III - Evaluation and Qualification Criteria; b) The bidders having valid Financial Proposals shall be further considered and evaluated in detail and ranked.</p> <p>34.3. Detailed evaluation of Financial Proposal and ranking of bidders: a) Detailed evaluation of Financial Proposals shall comply with Clause 5 of Chapter III - Evaluation and Qualification Criteria. b) After carrying out detailed evaluation of Financial Proposal, the Procuring Entity shall submit a List of ranking of bidders for the Employer's approval. The first-ranking bidder shall be invited to enter into negotiation. The ranking of bidders shall comply with the BDS.</p> <p>34.4 If the procurement is divided into independent lots and allowed partial bid as prescribed in ITB Item 14.5, the Financial Proposal evaluation shall comply with Clause 7 of Chapter III - Evaluation and Qualification Criteria equivalent to the lot in which the Bidder participates.</p> <p>34.5 As for Bids having abnormally low prices a) A bid having an abnormally low price is a bid in which the offered bid price in combination with other components of the bid seem low unreasonably to the extent that the price would offer to raise serious concerns about the Bidder's qualification to perform the contract at that price. b) In case, a bid is determined that the bid is possible to have an abnormally low price, the PE shall require the Bidder to clarify in writing, including a detailed analysis of the offered bid price relating to all the matter of the Contract, scope of work, proposed method of construction, construction schedule, share of risk and responsibility, and any other requirements of the Bidding Documents. c) After evaluating the offered bid price analysis, in the</p>

	<p>event that the PE determines that the Bidder has failed to demonstrate his ability to successfully execute the Contract with the offered bid price, the PE shall reject the bidding document of that Bidder.</p> <p>As for an unbalanced bid or a bid having the offered bid price only focus excessively on the initial items.</p> <p>d) If a bid for a unit-price contract has the lowest evaluated price; however, according to the PE, it is a serious imbalance or offered bid price has focused excessively on the initial items, the PE may request the Bidder to clarify in writing. Clarification documents may include detailed analysis of the offered bid price to demonstrate its suitability with the scope of work, proposed method of construction, construction schedule and other requirements of the Bidding document.</p> <p>e) After considering and evaluating all the information and detailed analysis of the offered bid price provided by the Bidder, the PE may decide appropriately as follows:</p> <ul style="list-style-type: none"> (i) Acceptance of that bid; or (ii) Requesting the Bidder to provide a Contract Performance Guarantee with a higher value by the Bidder's expense himself, up to a maximum of 20% of the Contract Price; or (iii) Rejecting that Bid.
<p>35. Contract Negotiation</p>	<p>35.1. Based on the decision approving the ranked list of bidders, the PE shall invite the first-ranked bidder to negotiate the contract. The contract negotiation must be based on the following:</p> <ul style="list-style-type: none"> a) Bid Evaluation report; b) The bid and bid clarification documents by the bidder (if any); c) Bidding documents. <p>35.2. Principles of contract negotiation:</p> <ul style="list-style-type: none"> a) No negotiation on the contents proposed by the bidder that are in compliance with the requirements of the bidding documents; b) If any work item, the quantity indicated in the BOQ is found to be less than the quantity indicated in the design documents during the bid evaluation and contract negotiation, the Procuring Entity shall request the bidder to supplement such quantity based on the offered unit price; in case the Financial Proposal does not include the unit price, the Procuring Entity shall report to the Employer for consideration and decision on the application of the unit price specified in the approved cost estimate to such quantity as compared to the design documents or the unit price of another bidder who has passed the technical

	<p>evaluation if this unit price is lower than the approved unit price of the procurement package's cost estimate;</p> <p>c) When negotiating in case of the quantity shortage, if the unit price specified in the Financial Proposal is not corresponding to the quantity shortage, the lowest unit price of the bids applied by another bidder who meets the technical requirements or the unit price specified in the approved cost estimate, provided that this is the only bidder who has passed the technical evaluation, shall be used a basis to negotiate the quantity shortage.</p> <p>35.3. Contents of contract negotiation:</p> <p>a) Negotiating the insufficient, unclear, unsuitable or inconsistent contents of the bid against those in the bidding documents; negotiating the different contents of the bids that might result in additions, disputes or impacts on responsibilities of contract partners during the contract implementation</p> <p>b) Negotiating the deviations identified and proposed solutions (if any) by the bidder in their bid, including proposed changes or alternatives if the bidding documents allow the bidders to propose alternative options;</p> <p>c) Negotiating the work force:</p> <p>During the negotiation, the bidder is not allowed to change the key personnel proposed in the bid who are Design Manager, Survey Manager (in works and mixed procurement package which requires the bidder to carry out one or two design steps before the construction) and Chief Site Engineer unless the bid evaluation prolongs over the regulated period or force major which results in the unavailability of the proposed key personnel in the contract implementation. In such cases, the bidder can change their personnel provided that the substituted personnel are of similar or higher qualifications, experience and skill and the bidder does not change the bidding Price;</p> <p>d) Negotiating the issues arising during the contractor selection (if any) to complete detail contents of the procurement package</p> <p>e) Negotiating the minor omissions as stipulated in Clause 28 of the ITB;</p> <p>f) Negotiating other necessary contents.</p> <p>35.4. During the contract negotiation, the negotiating partners shall complete the draft contract; detail provision of the contract, annex to the contract which include detail information on scope of work, price and work schedule.</p> <p>35.5. Where the contract negotiation is not successful, the Procuring Entity shall report to the Employer for their consideration and decision on inviting the next ranking bidder to the contract</p>
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	<p>negotiation; in case contract negotiations with next ranking bidders are not successful, the Procuring Entity shall report to the Employer for their consideration and decision on cancellation of the procurement package in accordance with Item 39.1.a of the ITB.</p>
<p>36. Conditions on consideration for contract award</p>	<p>A bidder shall be considered and recommended for contract award in a procurement when meeting the following conditions:</p> <p>36.1. Having eligible bids;</p> <p>36.2. Being responsive to the qualification and experience requirements as specified in Clause 2 Chapter III – for evaluating the bids;</p> <p>36.3. Having submitted a technical proposal that meets the requirements as specified in Clause 3 Chapter III – for evaluating the bids;</p> <p>36.4. Having omissions not exceeding 10% of their bid price;</p> <p>36.5. Meeting the requirements of BDS;</p> <p>36.6. Having the recommended award price not exceeding the approved estimated price for the procurement package. Any price that exceeds the cost estimate of the approved package shall be subject to Articles 117.7 and 117.8 of Decree No. 63/2014/ND-CP.</p>
<p>37. Notice of contractor selection results</p>	<p>37.1. Within the time limit specified in the BDS, the Procuring Entity must send a written notice of contractor selection results to bidders via post or facsimile and post the contractor selection results in the national e-procurement system or the Bidding Newspaper as stipulated. The notice of contractor selection results must include the following contents:</p> <ul style="list-style-type: none"> a) Name and number of procurement package; b) Name of the selected bidder; c) Current transactional address of the selected bidder; d) The award price; e) Type of contract; f) Term of the contract; g) List of unsuccessful bidders and summary the reasons that lead to their failure. <p>37.2. In case the bidding is cancelled according to Item 36.1 of the ITB, the notice of contractor selection results must clearly indicate the reason of the cancellation of bidding.</p> <p>37.3. After the notice of contractor selection results has been made as specified in Item 37.1 ITB, if the unsuccessful bidders send written requests for the reasons of their failure, the Procuring Entity shall, within 5 working days before signing the contract,</p>

	reply them on such.
38. Notice of the bid acceptance and contract award	<p>At the same time of sending the notice of contractor selection results, the Procuring Entity shall send a notice of the bid acceptance and contract award, including the requirement on performance security, completion time, enter into a contract under Form No. 23 as prescribed in Chapter VIII – Contract Templates for selected bidders provided that the bidder has been confirmed to be eligible to good performance of contract. The notice of the bid acceptance and contract award shall be part of the contract dossiers. Where the selected bidder fails to proceed with finalization of the contract, refuses to sign the contract or to lodge performance security within the time limited specified in the the notice of the bid acceptance and contract award; the Bidder fails to implement or fails to fully comply with regulations on registration of construction activities and other related procedures in accordance with the regulations of the Government of Vietnam for foreign contractors, such bidder shall be ruled out and the performance security shall not accordingly be returned as stipulated in Item 18.5.e of the ITB.</p> <p>The finalized contract shall be initialled by PE and the selected bidder and sent to the Italian Agency for Development Cooperation (AICS) by PE for its verification. The contract can be officially signed by PE and the selected bidder only after AICS completes the verification and has no objection to the contract.</p>
39. Cancellation of bidding	<p>39.1. The Procuring Entity shall inform of cancellation of bidding process in the following cases:</p> <ul style="list-style-type: none"> a) All bids fail to meet the requirements stated in the bidding documents; b) Change in the objective and scope of investment stated in the bidding documents; c) Nonconformities with procurement law and other related laws in the bidding documents or request for proposals, resulting in failure of the selected bidder in satisfying the requirements of procurement for implementation of the procurement package, project; d) Presence of any evidence for giving, receiving or brokering of bribery, collusion, fraud, abuse of position or power to illegally intervene in procurement, leading to distorted results in contractor selection <p>39.2. Organizations or individuals violating procurement law which results in cancellation as stipulated in Items 39.1.c and 39.1.d of this Law must compensate the relevant parties for the costs the incurred, and shall be treated in accordance with relevant laws.</p> <p>39.3. In case of cancellation of bidding as stipulated in Item 39.1 of</p>

	<p>the ITB, within 5 working days, the Procuring Entity must return the bid security to the bidder, unless the bidder violates Item 39.1.d of the ITB.</p>
<p>40. Conditions for signing of contract</p>	<p>40.1. At the time of signing, the selected bidder’s bid or proposal shall remain valid.</p> <p>40.2 At the time of signing, the selected bidder shall remain responsive to the technical and financial requirements to perform the contract. In reality, the contractor no longer satisfies the requirements on qualification and experience as stated in the bidding documents, the Employer shall refuse to sign the contract with the contractor. Then, the Employer shall cancel the decision approving the results of selection contractors, the notice of approval of the bid and the award of the previous contract and invite the next ranking contractor to negotiate the contract.</p> <p>40.3 The Employer must ensure the availability of advance funding and payment funding, construction site and other necessary conditions to ensure the progress of implementation as planned.</p> <p>40.4 AICS completes the contract verification and provide with its “no objection” to the contract.</p> <p>40.5 Before signing the contract, the foreign contractor (the Italian contractor) must complete the dossiers and procedures for applying for construction permits in Vietnam as prescribed in Decree No. 15/2021/ND-CP dated 03/03/2021 of the Government of the Socialist Republic of Vietnam and Circular No. 14/2016 / TT-BXD dated 30/06/2016 of the Ministry of Construction and other relevant documents on guidance on issuance of construction activity permits and management of foreign contractors engaged in construction activities in Vietnam.</p>
<p>41. Performance Security</p>	<p>41.1. Before the contract becomes effective, the successful bidder must provide performance security in form of a guarantee letter issued by a bank or a credit institution duly operating in Vietnam or in Italy make a check deposit following the contents and requirements of Clause 5 of the PCC, Chapter VII – Particular conditions of a contract. If the bidder uses the guarantee letter as performance security, it should use Form No. 25 prescribed in Chapter VIII – Contract Template.</p> <p>41.2. Performance security shall not be returned to the contractor in the following circumstances:</p> <p>a) The contractor refuses to implement the contract, when the contract is already effective;</p> <p>b) The contractor breaks its obligation(s) under the contract;</p>

	<p>c) The contractor delays implementation due to his own faults but refuses to extend the validity of performance security.</p> <p>41.3 Within 28 days of receipt of the Notice of CASSA DEPOSITI E PRESTITI SpA (CDP) that the Contract has been successfully inserted into the Loan Agreement between the CDP and the Ministry of Finance of Vietnam, the successful bidder shall provide a contract performance security under the terms of the Contract and Item 33.5 of the ITB. The Contractor shall then use the Contract Performance Guarantee form in Chapter X - Contract Forms.</p> <p>41.4 The failure of the successful bidder to submit the contract performance guarantee or the failure to sign the contract in accordance with the above requirements shall be considered as a valid reason to revoke the contract award decision and confiscate the bid security. In that case, the PE may award the contract to the next bidder who is evaluated to be low and his Bid satisfying basically the bidding document and is verified by the PE as qualified to successfully implement the contract.</p>
<p>42. Handling petitions in procurement</p>	<p>When considering that their lawful rights and interests are affected, the participating bidder shall have the right to file a petition to the Employer, the competent person, the Consultancy Council about the issues related to the contractor selection process, contractor selection results to the address provided in the BDS. The petition shall be handled in accordance with Article 1 of Chapter XII of Law on Procurement No. 43/2013/QH13 and Article 2 of Chapter XII of Decree No. 63/2014/ND-CP.</p>
<p>43. Monitoring, supervising the contractor selection process</p>	<p>Upon detecting any acts or issues that are contrary to the provisions of the law on procurement, a bidder shall be responsible for informing the organization, person in charge of monitoring, supervising as provided for in the BDS.</p>

CHAPTER II – BID DATA SHEET (BDS)

ITB 1.1	<p>The Employer is: The Binh Thuan Department of Agriculture and Rural Development.</p> <p>Address: No. 17 Thu Khoa Huan street, Phan Thiet city, Binh Thuan province, Vietnam;</p> <p>Project Management Unit: Project Management Unit of Water Sector Project in Binh Thuan province</p> <p>Address: 61 Cao Thang street, Phan Thiet city, Binh Thuan province, Vietnam</p> <p>Telephone: 0252. 3833710 Email: vanthao_ttn@yahoo.com.vn</p> <p>The Procuring Entity: Project Management Unit of Water Sector Project in Binh Thuan province</p> <p>Address: 61 Cao Thang street, Phan Thiet city, Binh Thuan province, Vietnam</p> <p>Telephone: 0252. 3833710 Email: vanthao_ttn@yahoo.com.vn</p>
ITB 1.2	<p>Name of the procurement package: Procurement Package No. 8: Execution of the whole construction, supplying and installation of equipment for the subproject of clean water supply system in Ham Thuan Bac district. (including insurance costs).</p> <p>Name of the Subproject: Clean Water Supply System in Ham Thuan Bac district</p> <p>Name of the Project: Binh Thuan Water Sector Project</p>
ITB 1.3	<p>Contract performing duration : 450 days</p>
ITB 2	<p>The Lender appointed the Italian Financial Institution CASSA DEPOSITI E PRESTITI SpA (CDP), to manage Italian soft loan revolving funds including the fund for eligible payments under the contract for which this Bid is issued.</p> <p>The Vietnamese Ministry of Finance (MOF), on behalf of the Borrower, signed with CDP a Financial Agreement binding the conditions and procedures for disbursement of the fund.</p> <p>The Borrower has received the fund from the Lender in a maximum amount of EUR 15 million. In addition, the Borrower also contributes EUR 2.7 million of counterpart fund to the Project. The fund shall not cover VAT, custom duties in Vietnam that may impose on the works, services, supplies and contractor resulting from the contract. These taxes, if any, will be covered by the counterpart fund.</p> <p>The Project name is: “Binh Thuan Water Sector Project”</p> <p>The Borrower intends to use a maximum amount of 5.78 million</p>

	<p>Euro, of which: up to 5.255 million Euro from the loan source for eligible payments for works, goods and services related and corporate income tax under the contract from this Bid. This maximum amount will not pay any non-income/non-profit tax (including VAT) and import tax to be applied in Vietnam to the works, services and supplies under the contract. The remaining amount from the counterpart fund to pay those taxes (if any).</p> <p>Bidders shall responsible for paying Corporate Income tax and related taxes, charges and fees during the process of contract performance according to the Vietnamese Government's regulations and the guidance of the Tax Department of Binh Thuan province.</p>
ITB 4.1 (a)	Conditions on the enterprise level: Not applicable
ITB 4.1 (d)	<p>Ensure fair competition in procurement procedures by the following provisions:</p> <ul style="list-style-type: none"> - The Bidder has neither shares nor capital contribution with the contracted consultants; no more than 20% of shares or contributed capital of another organization or individual with each involved parties. Details are as follows: <ul style="list-style-type: none"> + The Consultant to prepare, evaluate and appraise Design documents and Cost Estimates; + The Consultant to prepare and appraise Bidding Document; + The Consultant to evaluate the Bids; appraise the results of Contractor selection - The Bidder is not under direct management of the same agency or institution¹ with the Department of Agriculture and Rural Development of Binh Thuan province.
ITB 4.1 (e)	<p>Bidders are eligible for the following requirements:</p> <ul style="list-style-type: none"> - Registered on National E-Procurement System of the Socialist Republic of Vietnam. (including foreign contractors as defined in Chapter V - Eligible countries);
ITB 4.1 (g)	The Procurement Package is applicable only to Italian Bidders.

¹ This criterion shall be applied only to the Bidder who is a service agency.

	<p>Italian Bidders can join the Vietnamese Bidders (in which the Italian Bidder is the Leading Bidder of the joint venture) complying with the Bidding Law of Vietnam, objective and fair rules, economical rules, financial rules, technical and professional qualification to be in line with the specific requirements of Italian loan (Law 125/2014). In case of differences between the Law on Procurement of Vietnam and</p>
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	the above-mentioned Italian Law, the Bidding Law of Vietnam shall prevail.
ITB 6.1	<p>Procuring Entity's address (Contact only when clarification of the bidding document is needed):</p> <p>Place of receipt: The PMU of Binh Thuan Water Sector Project To: Mr. <i>Tran Van Thao</i> House number and Street name: <i>61, Cao Thang street</i> Room number: <i>01</i> City: <i>Phan Thiet</i> Country: <i>Vietnam</i> E-mail address: <i>vanthao_ttn@yahoo.com.vn</i></p> <p>The clarification requests must be received by the Procuring Entity no later than 15 days of working day prior to the bid closing time.</p>
ITB 6.3	<p>PE shall organize Site Visit.</p> <p>Time and date of Site Visit: 9.00 date: 12 November 2021</p> <p>Venue:</p> <p style="padding-left: 40px;">The PMU of Binh Thuan Water Sector Project House number: 61 Name of the street: Cao Thang City: Phan Thiet Country: Vietnam</p>
ITB 6.4	A Pre-Bid meeting <i>shall not be</i> organized.
ITB 7.3	<p>Amended document of the Bidding Document shall be sent to all bidders who have obtained the bidding document from the PE. The amended document be sent no later than 10 days before the bid closing time.</p> <p>In case the time for sending the amended document of the Bidding Document that does not meet the requirements as specified above, the PE shall extend corresponding bid closing time.</p>
ITB 9	<p>The language of the bid is: English and Vietnamese (in that, English is prevailed)</p> <p>The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Bid Solicitor, shall be written English and Vietnamese. Supporting documents and printed literature (such as balance sheets, completion certificates...) that are part of the Bid may be in another language provided that they are accompanied by a duly notarized translation in English and Vietnamese by competent authorities in accordance with the regulations of the Government of Vietnam (in which the translation in English is prevailed)</p>
ITB 10.4	The Bidder shall submit with its bid notarized copies of the following additional documents:

	<p>1. For Italian Bidders: Legal documents related to business licenses, permits for construction and installation of clean water supply works, execution of electricity, professional resume, diplomas and certificates of practice of key personnel ... according to the Italian Government's regulations.</p> <p>2. For Vietnamese Bidders in Joint Venture</p> <p>i. Certificate of business registration;</p> <p>ii. Certificate of capacity for construction activities: Technical infrastructure works, grade 2-clean water supply works, electricity activity certificates;</p> <p>iii. Diplomas, professional resume, certificates of practice of key personnel;</p> <p>iv. Other document relevant the Bidding document according to the current regulations of the Government of Vietnam on management for investment and construction works;</p> <p>If Vietnamese Bidders in the Joint Venture who do not have enough capacity certificates in construction activity in accordance with current regulations, their bids will be rejected.</p>
ITB 14.5	Lots comprising the procurement package: Not applicable
ITB 15.1	The Bidder <i>is not allowed</i> to submit a proposal of alternative technical option.
ITB 16	The Bid currency and Payment currency payment is EURO.
ITB 17.1	The bid validity period (including the TPD and FPD) shall be: 180 days, from the bid closing time.
ITB 18.2	<p>The content of Bid Security:</p> <ul style="list-style-type: none"> - Amount and currency of Bid Security: 120,000.00 Euro; - Validity of Bid Security: ≥ 210 since Deadline for Submission of Bids
ITB 18.4	Bid security of unsuccessful Bidders shall be returned or released no later than 20 days, after notifying the result of Contractor selection.
ITB 19.1	The number of copies of the Technical Proposal or Financial Proposal is: 7 (seven) and 1 (one) USB containing the proposed contents. The number of copies of the Technical Proposal or Financial Proposal and the number of copies of modified or substitute Technical Proposal or Financial Proposal, or Alternative Proposals are the same.
ITB 21.1	Address of the procuring entity (for the purpose of Submission of the Bids only) is: The PMU of Binh Thuan Water Sector Project To: Mr. <i>Tran Van Thao</i>

	<ul style="list-style-type: none"> - House number: 61 - Name of the street: Cao Thang street - City: Phan Thiet <p>Deadline for Submission of the Bids is: 09:00 on December 13th, 2021.</p>
ITB 25.3	The Bidder, at its own discretion, may submit the documents for Bid clarifications within: 5 days, since the deadline for Submission of the Bid.
ITB 29.2	Maximum amount outsourced to subcontractors: 30% Bid price proposed by the Bidder
ITB 29.4	Special subcontractors: Not applicable
ITB 30.2	<p>a) The Bidders who are eligible for preferences include local contractors, foreign contractors engaging into a partnership with local contractors in which the local contractors' scope of works is at least 25% of the total amount of the procurement package, provided that the parts performed by the local contractors only include domestic costs, without taking into consideration costs for imported equipment and other oversea expenses.</p> <p>b) Method to consider preference: For the bidders who are eligible for preferences, it shall be added a sum equal to 7.5% of the bid price after error correction, deviation adjustment, subtracting the discount value (if any) into the bid price after correcting errors, adjusting deviation, subtracting the value of the bidder's discount (if any) for comparison and ranking;</p>
ITB 31.1	<p>The bid opening shall take place publicly at: 09:00 on December 13th, 2021. at:</p> <ul style="list-style-type: none"> - House number: 61 - Street: Cao Thang - City: Phan Thiet - Province: Binh Thuan - Country: Vietnam
ITB 32.1	<p>Method for evaluating Technical Proposals:</p> <ul style="list-style-type: none"> a) Evaluation of Qualification and Experience: pass/fail; b) Technical evaluation: pass/fail
ITB 34.1	Method for Financial evaluation: <i>apply Lowest-evaluated bid selection</i>
ITB 34.3	b) Ranking of bidders: The Bidder having the lowest Bid Price after error correction and adjustment of deviation, and minus (-) its discount shall be ranked the first Bidder

ITB 36.5	The Bidder having the lowest evaluated Bid Price
ITB 37.1	Deadline for sending Notification on Contractor selection result is no later than 05 working days, since the Employer approves the result of Contractor selection.
ITB 42	<p>- The Employer: Department of Agriculture and Rural Development of Binh Thuan province, The address: No. 17, Thu Khoa Huan Street, Phan Thiet City, Binh Thuan Province. Tel: 0252.3.822837, Fax: 0252.3.825725</p> <p>- Competent Authorities and Advisory Councils: Department of Planning and Investment of Binh Thuan province The address: No. 290 Tran Hung Dao Street, Phan Thiet City, Binh Thuan Province, Vietnam <i>Tel: 062. 3825038</i></p>
ITB 43	<p>- Organizations and individuals performing the tasks of monitoring and supervising Department of Planning and Investment of Binh Thuan province The address: No. 290 Tran Hung Dao Street, Phan Thiet City, Binh Thuan Province, Vietnam <i>Tel: 062. 3825038</i></p>

Chapter III. BID EVALUATION CRITERIA

1. EXAMINATION AND DETERMINATION OF RESPONSIVENESS OF TECHNICAL PROPOSALS

1.1. Examination of technical proposals:

No.	Contents for examination	Responsive level	
1	1.1. Examination of the number of copies of technical proposals; 1.2. Examination of components of a original technical proposal, including a letter of bid, a joint-venture agreement (if any), a written power of attorney authorizing the signatory of the letter of bid (if any); a bid security; documents evidencing bidder's eligibility; documents evidencing the qualifications and experience of the bidder; a technical proposal and other components of a technical proposal as prescribed in Clause 10 Instructions to bidders; 1.3. Examination of consistency between the original and copies for the purpose of the detailed evaluation of technical proposals.	Meet the requirements	Fail

1.2. Determination of responsiveness of technical proposals

No.	Contents for examination	Responsive level	Evaluation
1	There is an original copy of the technical proposal;	Having a bid and eligibility	Pass
2	There is a letter of bid bearing the signature of the bidder's legal representative and the seal of the bidder (if any). If the bidder is a joint venture, the letter of bid shall bear the signature of the legal representative of, and seal (if any), of every joint venture member or that of the head member of the joint venture according to the joint venture agreement;	Having a bid and eligibility	Pass
3	The Contract performing duration as stated in the letter of bid shall be in accordance with the technical proposal and meet the requirements stated in the bidding documents;	Having a bid and eligibility	Pass
4	The validity of the technical proposal shall meet the	Meet the	Pass

	requirements stated in Item 17.1 of the ITB;	requirements	
5	There is a bid security with its value and validity conformable with Item 18.2 of the ITB. Where a bid security is demanded in the form of a letter of guarantee, the letter shall bear the signature of the legal representative of a credit institution or a branch of a foreign bank established in accordance with Vietnam's laws and regulations; the value and validity of the letter, and the procuring entity's name (as the beneficiary) shall be conformable with Item 18.2 of the ITB; where a bid security is demanded in the form of a deposit as a check, the procuring entity shall manage the check pursuant to Items 18.4 and 18.5 of the ITB;	Meet the requirements	Pass
6	The bidder's name shall not appear in two or more technical proposals as the main bidder (individually or in joint ventures). If the procurement includes individual lots, the bidder's name shall not appear in two or more technical proposals as the main bidder for a particular lot;	Meet the requirements	Pass
7	There is a joint venture agreement bearing the seal (if any) of, and the signature of legal the representative of, every joint venture member; the joint venture agreement shall specify the subject and estimate percentage of value of work assigned to each member of the joint venture pursuant to Form No. 03 of Chapter IV (Bid Forms);	Meet the requirements	Pass
8	The bidder satisfies the criteria for eligibility as prescribed in Item 4.1 of the ITB.	Meet the requirements	Pass
9	Conclusion	All detailed criteria from 1 to 8 are identified as Pass	Pass
		Not belonged to the case above	Fail

2. Criteria for evaluation of qualification and experience

In the case of joint ventures, qualification and experience of a joint venture is calculated as the aggregation of that of all members of the joint venture on the condition that any member meet the qualification and experience criteria relevant to the work

assigned; the joint venture shall be considered non responsive to the qualification and experience requirements if any member in the joint venture fail to meet them. If the procurement includes individual lots, the bidder's qualification and experience shall be evaluated against criteria applicable to a particular lot.

Sub-contractors' qualification and experience will not be considered for evaluation of technical proposals (except that the bidding documents allow use of specialized sub-contractors). The bidder on its own (without taking into account the qualification and experience of the sub-contractor) shall meet the qualification and experience criteria.

In the case of prequalification, the bidder shall provide in its bids updated information on qualification and experience that changed from the time of prequalification; the bidder shall provide a written commitment for eligibility in the case that its qualification and experience has not changed.

In the case that prequalification does not apply, the evaluation of qualification and experience of the bidder shall comply with Sections 2.1, 2.2 and 2.3 of this Chapter. The bidder is determined responsive to qualification and experience requirements on the condition that it is conformable with Items 2.1, 2.2 and 2.3 of this Chapter.

2.1. Criteria for evaluation of financial capabilities and experience:

The evaluation of financial capabilities and experience shall follow instructions as follows:

CRITERIA FOR EVALUATION OF FINANCIAL CAPABILITIES AND EXPERIENCE

Eligibility and qualification criteria			Compliance requirements				Documentation submission requirements
No.	Subject	Requirement	Single bidder	Joint venture			
				All members combined	Each Member	One or more members	
1	History of Non-Performing Contracts	There are Non-Performing Contracts from January 1 st , 2018 to the bid closing time ⁽¹⁾ .	Must meet requirement	Not applicable	Must meet requirement	Not Applicable	Form No. 07
2	Pending Litigations	In the case of pending litigation, it is assumed that all pending	Must meet requirement	Not applicable	Must meet requirement	Not Applicable	Form No. 08

Eligibility and qualification criteria			Compliance requirements				Documentation submission requirements
No.	Subject	Requirement	Single bidder	Joint venture			
				All members combined	Each Member	One or more members	
	on: Applicable	litigation will be resolved against the bidder, and relating costs shall not exceed 60 % of the bidder's net assets. (Net assets = Total assets - Total liabilities).	e-ment		-ment	-cable	
3	Financial requirements						
3.1	Financial performance	The bidder shall submit its financial statements for the period from 2018 to 2020 to demonstrate the soundness of the bidder's financial position. Net assets of the bidder for the most current year shall be greater than zero.	Must meet requirement	Not applicable	Must meet requirement	Not Applicable	Form No. 09 enclosed with documentary evidence
3.2	Average Annual Construction Turnover	Minimum average annual construction turnover of EUR 7 (seven) millions ⁽²⁾ , within the last 3 (three) years. Minimum average annual construction	Must meet requirement	Must meet requirement	Must meet requirement (relevant to the class of work as	Not Applicable	Form No. 10

Eligibility and qualification criteria			Compliance requirements				Documentation submission requirements
No.	Subject	Requirement	Single bidder	Joint venture			
				All members combined	Each Member	One or more members	
		turnover is calculated as total certified payments received for contracts for that year.			assigned)		
3.3	Financial capabilities requirements	The bidder shall demonstrate that it has access to, or has available, liquid assets ⁽³⁾ lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the financial capabilities requirements estimated as EUR 1.16 (one point sixteen) billions for the subject contract(s).	Must meet requirement	Must meet requirement	Must meet requirement (relevant to the class of work as assigned)	Not Applicable	Forms No. 11 and 12
4	Specific Construction & Contract Management Experience	A minimum number of similar contracts ⁽⁴⁾ specified below that have been satisfactorily and substantially ⁽⁵⁾ completed as a prime contractor (individually or in joint ventures) or subcontractor ⁽⁶⁾ or management contractor ⁽⁷⁾ over the last 3 years (until the deadline for	Must meet requirement	Must meet requirement	Must meet requirement (relevant to the class of work as assigned)	Not Applicable	Form No. 13

Eligibility and qualification criteria		Compliance requirements			Documentation submission requirements	
No.	Subject	Requirement	Single bidder	Joint venture		
				All members combined	Each Member	One or more members
		submission of bids): Number of contracts >= 1 contract, each of minimum value is EUR 4.0 (four) billions				

Note:

(1) Non performance includes:

- Contracts where nonperformance as decided by the employer was not challenged by the contractor;
- Contracts where nonperformance as decided by the employer was so challenged by the contractor but fully settled against the contractor by arbitration or in court.

Non performance shall not include contracts where employer's decision was overruled by the dispute resolution mechanism. Non performance must be based on all information on fully settled disputes or litigation in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the bidder have been exhausted.

(2) Bidder shall submit documentary evidence of its construction turnover, such as audited financial statements or payment certification of the employer for past performances or tax declarations or other legitimate documents.

In the case of joint ventures, determination of minimum construction turnover required for each member of the joint venture shall be based on value and volume of work undertaken by each member.

(3) Liquid assets mean cash and cash equivalents, short-term financial instruments, available-for-sale securities, marketable securities, trade receivables, short-term financing receivables and other assets that can be converted into cash within one year.

(4) Similar contracts are contracts successfully completed, in which the construction works is similar to the proposed works, including:

- Similar in nature and complexity: type and level of the works is equal to or higher than that required by this package, in which the ranking is conformable with the

laws and regulations on construction. For the package with particular characteristics, the procuring entity may require that bidder have similar contracts in nature and complexity with regard to main items of the package;

- Similar in size: the contract value is no less than €4.0 millions;

(two works with their lower level being ranked next to that of the proposed works, and size of each being equal to or greater than €4.0 millions shall be determined as similar).

- In the event that the bidding documents require that Bidder have two or more similar contracts, at least one contract of that Bidder shall be similar to the proposed package in terms of size and complexity. Size of other similar contracts is the summation of smaller contracts, ensuring that the contracts are similar to the fundamental items of the proposed package in terms of nature.

(5) Substantial completion means completion of at least 80% of contract. (provide a written verification of customer). For Vietnamese contractors, in case a contract has been entirely completed, the contractor must provide a report of acceptance and handover of completed works;

(6) For past performances where bidder acted as a member of joint ventures or sub-contractor, only the class of work assigned to the bidder is subject to consideration.

(7) Management contractors are contractors who do not directly carry out part or all of the tasks of the package, but enter into contracts with other contractors for the implementation and manage the performance of the contracted contractors while bearing all responsibilities and risks related to costs, schedule and quality of performance.

2.2. Criteria for evaluation of technical capabilities ⁽¹⁾:

a) Key personnel:

The bidder shall demonstrate that it has the personnel for the key positions that meet the following requirements:

No	Position	Total years of minimum work experience [year]	Minimum experience in similar work [year]
1	<p>1 Director of the Project</p> <p>- Qualification: Civil Engineer or Irrigation Engineer or Water Supply & Drainage Engineer or the senior professional qualifications.</p> <p>- Required a certificate of practicing profession of class II or certificate of practicing construction supervision of Industrial and Civil works or technical infrastructure works.</p> <p>- Have directly managed \geq 03 works of</p>	20	10

	similar nature.		
2	<p>1 Vice Director of the Project</p> <ul style="list-style-type: none"> - Qualification: Civil Engineer or Irrigation Engineer or Water Supply & Drainage Engineer or the senior professional qualifications. - Required a certificate of practicing profession of class II or certificate of practicing construction supervision of Industrial and Civil works or technical infrastructure works. - Have directly managed ≥ 01 works of similar nature. 	15	8
3	<p>1 Chief site Engineer of the works:</p> <ul style="list-style-type: none"> - Qualification: Civil Engineer or Irrigation Engineer or Water Supply & Drainage Engineer or the senior professional qualifications. - Required a certificate of practicing construction supervision of class II or higher. - Have directly executed ≥ 02 works of similar nature. 	10	8
4	<p>2 Engineers: directly executed the building part</p> <ul style="list-style-type: none"> - Qualification: Civil Engineer - Required a certificate of practicing construction supervision of Industrial and Civil works of class III or higher. - Have directly executed ≥ 02 works of similar nature to the construction items of the bidding package. 	10	5
5	<p>2 Engineers: directly executed the water supply pipeline part</p> <ul style="list-style-type: none"> - Qualification: Water Supply & Drainage Engineer - Required a certificate of practicing construction supervision of technical infrastructure works of class III or higher. - Have directly executed ≥ 02 works of similar nature to the water supply pipeline 	10	5

	and plant technology of the bidding package.		
6	1 Engineers: directly executed the electrical part - Qualification: Electricity Engineer - Possessing a certificate of practicing supervision of construction in electrical system works. - Have directly executed ≥ 02 works of similar nature to the electrical item of the bidding package.	10	5
7	1 Expert in charge of occupational safety: - Qualification: graduated University or higher - Having validity labor safety certificate. - Have been in charge of occupational safety ≥ 02 works of similar nature.	10	5
8	1 Coordinator - Qualification: Bachelor of English, must be fluent in English skills	10	5

The above-mentioned regulations of job positions are applied to key personnel being Vietnamese, in case of Italian personnel, they must have professional licenses, professional curriculum vitae and appropriate degrees, etc., according to the provisions of Italian government.

Each of the mentioned positions must be accompanied by original documents to demonstrate. If they are copies such as graduation diplomas, professional practice certificates (if any), labor contract, ect., must be notarized by competent agencies to validate the legality.

The bidder shall provide details of the proposed key personnel and their experience records in Forms No. 14, 15 and 16 in Chapter IV-Bid Forms.

b) The main equipment in construction to be expected for mobilizing for implementation of the procurement package:

The Bidder must demonstrate it has the key equipment listed hereafter:

No.	Equipment Type and Characteristics	Minimum Number Required
1	HDPE pipe welding machine	01
2	Soldering machines with capacity not less than 23 KW	02

3	Manual plate compactors of 80 kg (hand compactor)	05
4	Water pumps, diesel engine, 5.0 CV capacity	03
5	Track Excavators with bucket capacity not less than 0.8m ³	05
6	Bulldozer	01
7	Trucks \geq 10 T	03
8	Concrete mixers with tank capacity not less than 250 liter	03
9	Stationary saddles for jointing PVC pipe, type of connecting jointing rings with Diameter of 100 – 400	08
10	Mortar mixers with tank capacity not less than 80liter	02
11	Needle vibrator with capacity not less than 1.5 KW	05
12	Vibratory plate compactor with capacity not less than 1.0 KW	01
13	Cutter and bender of steel with capacity not less than 5.0 KW	04
14	Stone and brick cutting machine with capacity not less than 1.7 KW	05
15	Formwork, construction scaffolding	<u>Full proposal according to construction method</u>

The bidder shall provide details of proposed items of equipment using Form No. 17 in Chapter IV - Bid forms.

Note:

(1) In the case of bidder being a parent company (e.g. holdings company), the bidder shall specify the class of work assigned to its subsidiaries using Form No. 06 in Chapter IV – Bid forms. The evaluation of the bidder’s qualifications and experience shall be based on the volume and value of work to be performed by the parent company and its subsidiaries.

3. Standards for technical evaluation:

3.1. Technical solution:

Content required	Responsive level	
	There is a technically appropriate solution according to the technical instructions already approved by the PE, it is suitable to the condition on	Pass

<p>3.1.1. Organize the construction site ground:</p> <p>- Arranging construction equipment, camps, warehouses for gathering materials and wastes; Arranging gates, fences, sign boards, electricity, water, traffic and communication during the construction process.</p> <p>(Enclosed the drawings of arranging the construction site ground)</p>	<p>construction methods, the construction schedule and the current status of the construction work.</p>	
	<p>There is a technically appropriate solution according to the technical instructions already approved by the PE, it is suitable to the condition on construction methods, the construction schedule and the current status of the construction work, but lacked the technical solution for the camps .</p>	<p>acceptable</p>
	<p>There is a technical solution but not appropriate to the technical instructions already approved by the PE, it is not suitable to the condition on construction methods, the construction schedule and the current status of the construction work</p>	<p>Fail</p>
<p>3.1.2 Execution of main contents of the procurement package:</p> <p>Including the construction work as follows:</p> <p>A clean water plant with a capacity of 10,000 m³ / day, booster pumping stations, transaction stations, pressure balance tanks and a water supply pipeline system as mentioned in Section VI: Work's requirements.</p>	<p>There is a technically appropriate solution according to the technical instructions already approved by the PE, it is suitable to the condition on construction methods, the construction schedule and the current status of the construction work.</p>	<p>Pass</p>
	<p>There is a technical solution but not appropriate to the technical instructions already approved by the PE it is not suitable to the condition on construction methods, the construction schedule and the current status of the construction work</p>	<p>Fail</p>
<p>3,1.3 Equipment installed for the works:</p> <p>Including the work of supply and installation of equipment for a clean water plant with a capacity of 10,000 m³ / day, booster pumping stations, transaction stations and a water supply pipeline system as mentioned in</p>	<p>The Bidder shall propose the specifications, type and origin of the equipment that are suitable in accordance with the technical instructions already approved by the Procuring Entity. Supply and installation of equipment in accordance with the works' construction schedule.</p>	<p>Pass</p>

Section VI: Work's requirements.	The Bidder shall propose the specifications, type and origin of the equipment that are not suitable in accordance with the technical instructions already approved by the Procuring Entity. Supply and installation of equipment that are not suitable with the works' construction schedule.	Fail
Comclusion	The detailed criteria 3.1.2 and 3.1.3 are determined as Pass, the detailed standard 3.1.1 is defined as Pass or acceptable.	Pass
	Not in the above cases.	Fail

3.2. Construction arrangement measures:

Content required	Responsive level	
Describe the method, technology of construction of the main items in accordance with the order and technical requirements	Proposing measures and technologies in construction to meet technical requirements.	Pass
	There are not proposals or proposals are incomplete that do not satisfy the technical requirements on construction measures and technologies.	Fail
	The detailed criteria is determined to be satisfactory	Pass
	The detailed criteria is determined to be not satisfactory	Fail

3.3. Construction Schedule:

Content required	Responsive level	
3.3.1. Construction time:	Proposed construction period not exceeding 450 days (including public holidays, Tet holidays, Saturdays and Sundays).	Pass

Ensure that construction time does not exceed 450 days (including public holidays, Tet holidays, Saturdays and Sundays).	Proposed construction period exceeding 450 days or (not to include public holidays, Tet holidays, Saturdays and Sundays).	Fail
3.3.2. Eligibility a) Between equipment mobilization and construction progress b) Between personnel allocation and construction progress	Full, reasonable, feasible proposals for both content a) and b).	Pass
	Proposals are incomplete, unreasonable, not feasible for one of two contents a) and b).	Fail
3.3.3. Chart of construction schedule is reasonable, feasible in accordance with the technical proposal and meet the requirements of the bidding documents	There is a chart of the construction progress reasonable, feasible and in accordance with the technical proposal and meet the requirements of the bidding documents.	Pass
	There is no construction schedule chart or there is construction schedule chart but unreasonable, not feasible, not suitable with technical proposal.	Fail
Conclusion	All detailed three criteria are determined as satisfactory.	Pass
	There is at least one criterion in detail is determined to be unsatisfactory.	Fail

3.4. Quality assurance measures:

Content required	Responsive level	
3.4.1. Quality assurance measures and quality management systems in the construction of works.	There are reasonable measures to ensure quality, quality management systems according to the provisions of Decree 06/2021/ND-CP, which are feasible and compatible with the proposals on measures to organize the construction.	Pass

	There are not reasonable measures to ensure quality and quality management systems according to the provisions of Decree 06/2021/ND-CP or there are quality management systems but they are not reasonable, feasible and compatible with the proposals on measures to organize the construction.	Fail
3.4.2. Measures to ensure the quality of input materials to serve the construction work.	There are reasonable measures to ensure the quality, feasibility and suitability with the proposals on measures to organize the construction.	Pass
	There are not reasonable measures to ensure the quality, or there are measures to ensure the quality but not reasonable, feasible and suitable with the proposals on measures to organize the construction.	Fail
Conclusion	All detailed two criteria are determined as satisfactory.	Pass
	There is at least one criterion in detail is determined to be unsatisfactory.	Fail

3.5. Labor safety, traffic safety, fire and explosion prevention and environmental sanitation:

Content required	Responsive level	
3.5.1. Labor safety, traffic safety		
Measures of labor safety and traffic safety that are reasonable and feasible in accordance with proposals on measures to organize construction	There are measures of labor safety and traffic safety that are reasonable and feasible in accordance with proposals on measures to organize construction	Pass
	There are not measures of labor safety and traffic safety or there are measures of labor safety and traffic safety but not reasonable and feasible in accordance with proposals on measures to organize construction	Fail
3.5.2. Fire and explosion prevention		

Measures of fire and explosion prevention that are reasonable and feasible in accordance with proposals on measures to organize construction	There are reasonable and feasible fire and fire fighting measures in line with the proposal on measures to organize the construction	Pass
	There are not fire and fire fighting measures or there are not fire and fire fighting measures but not reasonable, feasible, suitable with the proposal on measures to organize the construction	Fail
3.5.3. Environmental sanitation		
Measures of environmental sanitation that are reasonable and feasible in accordance with proposals on measures to organize construction	There are measures of environmental sanitation that are reasonable and feasible in accordance with proposals on measures to organize construction	Pass
	There are not measures of ensuring environmental sanitation or there are measures of ensuring environmental sanitation but not reasonable and feasible in accordance with proposals on measures to organize construction	Fail
Conclusion	All detailed three criteria are determined as satisfactory.	Pass
	There is at least one criterion in detail is determined to be unsatisfactory.	Fail

3.6. Warranty and prestige of the Bidder:

Content required	Responsive level	
3.6.1. Warranty		
12-month warranty period.	There is a proposal of a warranty period of 12 months or more.	Pass
	There is a proposal of a warranty period of less than 12 months	Fail
3.6.2. Prestige of the Bidder		

The prestige of the Bidder through the implementation of previously similar contracts in the last 3 years (2018, 2019, 2020)	There is no similar contract that was delayed the progress or abandoned due to the fault of the Bidder. If the contract is behind the schedule required by the contract, it will have to be certified by the Employer that the delay of the progress is not due to the fault of the Bidder.	Pass
	There is a similar contract that was delayed the progress or abandoned due to the fault of the Bidder but another similar contract was awarded a prize for the quality of construction.	Acceptable
	There is a similar contract that was delayed the progress or abandoned due to the fault of the Bidder and there is not any similar contract was awarded a prize for the quality of construction.	Fail
Conclusion	Detailed Criteria 3.6.1 is determined as Pass; detailed 3.6.2 is defined as Pass or acceptable.	Pass
	There is at least one criterion in detail is determined to be unsatisfactory.	Fail

Bidders are evaluated to meet technical requirements if criteria 3.1, 3.2, 3.3, 3.4, 3.5, 3.6 shall be considered satisfactory. Where Bidders are not satisfactory one of the criteria 3.1, 3.2, 3.3, 3.4, 3.5, 3.6 shall be considered as unsatisfactory and shall not be further considered for the next step of evaluation for the Financial Proposal dossiers.

4. Inspection and evaluation of regularization for Financial Proposals

4.1. Inspection of Financial Proposals:

No	Contents inspected	Responsive level	
		Sufficient	Insufficient
1	Check the number of copies of Financial Proposals;	Sufficient	Insufficient
2	Inspect the components of the original Financial Proposal, including: The Letter of Bids in the dossiers of Financial Proposal; A sum-up table of bid prices and other components of Financial Proposals in accordance with the provisions in	Sufficient	Insufficient

	Clause 10 of the ITB		
3	Check the content consistency between the original and the copies to serve the process of detailed evaluation of Financial Proposals.	Meet the requirements	Fail

4.2. Evaluating the eligibility of Financial Proposals.

No	Contents inspected	Responsive level	Assessment
1	There is an original Financial Proposal.	Having a bid and eligibility	Pass
2	There is a Letter of Bid in Financial Proposal signed by the Legal representative the Bidder, stamped (if any). As for a Bidder who is a Joint Venture, the bid must be signed by the legal representatives of each member in the Joint Venture, stamped (if any) or the leading member of the Joint Venture shall be on behalf of the Joint Venture to sign the bid as assigned the responsibility in the Joint Venture agreement.	Meet the requirements	Pass
3	The bid price inscribed in the bids must be specific and fixed in figures, in words, and must be appropriate and logical with the total bid price inscribed in the sum-up table of the bid price, without proposing different bid prices or having the conditions for causing disadvantage to the PE	Having a bid and eligibility	Pass
4	The validity period of the Financial Proposals in accordance with the provisions of Item 17.1 of the ITB	Meet the requirements	Pass
5	Conclusion	All detailed criteria from 1 to 4 are identified as Pass	Pass
		Not in the above cases.	Fail

Bidders having the Financial Proposal that is satisfactory will be continued to evaluate the finance in detail.

5. Financial evaluation criteria in detail

Below are the steps to be followed in this method:

Step 1. Determination of bid prices;

Step 2. Correction of errors (pursuant to Note (1));

Step 3. Adjustment of deviations (pursuant to Note (2));

Step 4. Determination of bid prices after correction of errors and adjustment of deviations, and minus discounts (if any) and preference value (if any);

Step 5: Reviewing Bidders who meet at least 40% of the value of materials, equipment and services originating from Italy in Form 20 (b) against the bid price after correction of errors and adjustment of deviations, and minus discounts (if any) (pursuant to Note (3));

Step 6. Ranking of bidders:

The bid that has the lowest evaluated bid price after correction of errors and adjustment of deviations, and minus discounts (if any) will be ranked first.

Note:

(1) Correction of errors:

Provided that bids fundamentally meet the requirements of the bidding documents, the correction of arithmetical errors and other errors is conducted on the following principles:

a) Arithmetical errors include errors due to inaccurate addition, subtraction, multiplication or division calculations during calculating bid price. Where there is inconsistency between unit price and total price, the unit price shall be the basis for correction; in case there is abnormal in the unit price due to decimal error (tenfolds, 100 folds, 1,000 folds), the total price shall be the basis for correction.

When the unit price and amount columns are left blank for filled with "0", it shall be interpreted that the bidder decided to allocate the price to the other works, and the bidder shall complete such works in accordance with the requirements in the bidding documents and not obtain payments from the employer during the contract implementation.

b) For other errors:

When the amount column is filled in without a corresponding unit price, the unit price shall be determined by dividing that total sum by the quantity; when the unit price is available but the amount column is left blank, the amount shall be determined by multiplying the quantity by the unit price; for a specific item, when both unit price and amount are available but the quantity column is left blank, that quantity shall be determined by dividing the amount by the unit price of that item. When the determined quantity differs with that mentioned in the bidding documents, it shall be regarded a scope of supply error and be adjusted in accordance with Step 3;

- Unit errors: be adjusted according to the requirements of the bidding documents;

- Error mistakenly units: use the "," (comma) instead of the "." (dot) and vice versa, shall be revised to be consistent with the practice in Viet Nam. When The Procuring Entity determines that comma or dot in unit prices were clearly misplaced in this case, the amount

of the item will be the determinant and the unit price shall be corrected;

- If there are errors when adding up to the total amount of money, the total amount shall be corrected according to the amount;

- If there is a difference between the amounts in figures and in words, the amount in words will be used as a legal basis for correction. If the amount in words is related to a spelling error, that amount in figures after correction in accordance with this Section will be used as a legal basis for correction.

(2) Adjustment of deviations:

a) Where there is a scope of supply deviation, the value of missing offer shall be added, the value of redundant offer shall be deducted by the relevant unit price indicated in the bid which contains deviations;

In the event that the bid includes deviations without unit price, the highest offered unit price for such items taken from other bids that pass the technical evaluation shall be used to adjust the deviation; in the event that the other bids which pass the technical evaluation do not include unit price, the unit price in the approved cost estimate made for the proposed procurement shall be the basis for deviation adjustment;

In the event that only one bidder passes the technical evaluation, the deviation adjustment shall be made with the relevant unit price of the such bid; in the event that the relevant unit price is absent in the bid, the unit price in the approved cost estimate made for the proposed procurement shall be used as basis for deviation adjustment.

b) In case the bidder issues discount announcement letter, error correction and adjustment of deviation shall be based on the bid price before discounts. The percentage of deficient deviation shall be determined by comparison with the bid price indicated in the letter of bid.

(3) In case of Bidders who fail to meet at least 40% of the value of materials, equipment and services originating in Italy as stipulated in Form 20 (b) against the bid price after correction of errors and adjustment of deviations, and minus discounts (if any), the bidders shall not be ranked and rejected

Chapter IV. BID FORMS

A. Bid Forms of Technical Proposal

Form No.01. Letter of Bid

Form No.02. Power of Attorney

Form No.03. Joint Venture Agreement

Form No. 04. Bid Security

Form No. 05 (a). Declarations of bidder information

Form No. 05 (b). Declarations of joint venture members' information

Form No. 06 (a). List of companies performing the parts of the bidding package

Form No. 07. History of unfinished contracts

Form No. 08. Pending Litigation

No. 09. Financial situation of bidder

Form No. 10. Average annual turnover from construction activity

Form No. 11. Financial resources

Form No. 12. Requirements for Financial resources

Form No. 13. Similar contracts performed by bidder

Form No. 14. Table of proposed key personnel

Form No. 15. Curriculum Vitae of key personnel

Form No. 16. Working experience

Form No. 17. Equipment table

Form No. 18 (a). Scope of work items performed by subcontractors

B. Bid Forms of Financial Proposal

Form No. 19 (a). Letter of Bid (*applicable to the Bidder who has no discount offer or has discount offer submitted in a separate Letter of Discount*)

Form No. 19 (b). Letter of Bid (*applicable to the Bidder who has discount offer in the Letter of Bid*)

Form No. 20 (a). Table of bid price (*applicable to Lump sum contract*)

Form No. 20 (b). List of imported Equipment, materials, works and services originating from Italy.

Note: for the purpose of currency conversion to EUR from other currency and in contrast, the applicable exchange rate is the transfer exchange rate provided by The State Bank of Vietnam (www.sbv.gov.vn) at the date of 42 days before the deadline of bid submission.

A. BID FORMS OF TECHNICAL PROPOSAL

Form 01

LETTER OF BID ⁽¹⁾ (of Technical Proposal)

Date: ___[insert date of signing of Letter of Bid]

Bidding package's name: ___[insert the Bidding package's name according to the Invitation to Bid]

Project's name: ___[insert the 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 Procuring Entity]

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 ourselves to perform ___[insert the Bidding package's name] in accordance with Contract execution period is ___[insert period of time for performing all required tasks of the Bidding package] ⁽²⁾. Our Bid include Technical Proposal and Financial Proposal separately sealed.

We hereby declare that:

1. We only participate in this Bid as primary bidder.
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 best of our knowledge.

If the our Bid is accepted, we shall provide the Performance Security as prescribed in Section 41 - Instructions to Bidders of the Bidding Documents.

This Bid takes effect within ___⁽³⁾ days, from _____[date]⁽⁴⁾.

Legal representative of bidder ⁽⁵⁾
[Full name, position, signature and seal]⁽⁶⁾

Notes:

(1) Bidder must provide sufficient and accurate information including names of the Procuring Entity 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 contract execution period mentioned in the Letter of Bid must conform to the technical proposal and work schedule in the Bid (Including Saturdays, Sundays, holidays).

- (3) Insert number of validity days prescribed in ITB Item 17.1. Effective period of the Bid is from the bid closing time to its expiration date as prescribed in the Bidding Documents. The period of time from the deadline time for the submission of bids to 24:00 of the deadline date is considered 01 day.
- (4) Insert the deadline date as prescribed in Item 21.1 of the BDS.
- (5) If the bidder's legal representative authorizes his/her subordinate to sign the Letter of Bid, a Power of Attorney (Form No. 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 joint venture member, unless the head of the joint venture may sign the Letter of Bid according to the joint venture agreement as mentioned in Form 03 of this Chapter. Each venture member may give authorization similarly to an independent bidder. If the successful bidder must present certified true copies of these documents to the Client before contract conclusion. If information provided is found inaccurate, the bidder will be considered fraudulent as prescribed in ITB Clause 3.
- (6) If a foreign bidder has no seal, there must be a certification issued by a competent agency that the signature in the Letter of Bid and any other documents of the Bid belongs to its legal representative.

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 bidding package] of _____ [insert name of the project] held by _____ [insert name of the Procuring Entity]:

[- Sign the Letter of Bid;

- Sign the Joint venture agreement (if any);

- Sign documents with the Procuring Entity during the short listing processing, including the request for Clarification of Bidding Documents and Bids; sign requests for bid withdrawal, modification or substitutions;

- Participate in contract negotiation and conclusion;

- Sign complaint letter (if any);

- Sign contract with the Client if the bidder 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 _____ [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, _____ copies are kept by the authorized person, and _____ copies are kept by Procuring Entity.

Authorized person

[Full name, position, signature and seal
(if any)]

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 Procuring Entity in conjunction with the Letter of Bid as prescribed in ITB Item 19.3. The Bidder's legal representative may authorize their deputies, subordinates, directors of branches, and 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 person may not authorize another person.

(2) The area of competence of authorization shall include 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]

Bidding package: _____ [insert name of the bidding package]

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

Pursuant to⁽²⁾ _____ [the Law on Investment No. 43/2013/QH13 dated November 26, 2013];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 bidding package] dated _____ [insert date written on the Bidding Documents];

Representatives of signatories to the joint venture agreement include:

Name of joint venture member _____ [insert name of each joint venture member]

Mr./Ms. _____

Position: _____

Address: _____

Phone number: _____

Fax: _____

Email: _____

Account: _____

TIN: _____

Power of Attorney No. _____ dated _____ (in case of authorization).

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

Article 1. General rules

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

2. Official name of the joint venture used in every transaction related to the bidding package: _____ [insert the agreed name of the joint venture].

3. Every member is committed not to unilaterally participate or establish a joint venture with another member to participate in this bidding package. If awarded the contract, no member is entitled to refuse to fulfill the duties and obligations prescribed in the contract. Any member 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 Client as prescribed by the contract;
- Incur other disciplinary actions _____ [specify the action].

Article 2. Assignment of duties

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

1. Head member of the joint venture:

All parties unanimously authorize _____ [*insert name of a party*] as the head member of the joint venture who represents the joint venture to perform the following tasks ⁽³⁾:

[- Sign the Letter of Bid;

- Sign documents with the Procuring Entity during the short listing 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;

- Participate in contract negotiation and conclusion;

- Sign complaint letter (if any);

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

2. Tasks of joint venture members are specified in the table below⁽⁴⁾:

No.	Name	Tasks	Proportion of total bid
1	Name of head member	- ____ - ____	- ____% - ____%
2	Name of second member	- ____ - ____	- ____% - ____%
....
Total		All tasks of the bidding 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 bidding package*] of _____ [*insert name of the project*] is cancelled as notified by the Procuring Entity.

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

LEGAL REPRESENTATIVE OF HEAD MEMBER

[Full name, position, signature and seal]

LEGAL REPRESENTATIVE OF JOINT VENTURE MEMBER

[Full name, position, signature and seal of each member]

Notes:

- (1) According to the scope and nature of the bidding package, this Joint venture agreement may be amended. If the bidding package is divided into independent lots, the Joint venture agreement shall specify names and numbers of lots in which the joint venture participates, and clarify common and private responsibilities of every joint venture member.
- (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 joint venture member, common and private responsibilities of member, including the head member.

BID SECURITY ⁽¹⁾

Beneficiary: ___ [*insert name and address of the Procuring Entity*]

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

BID GUARANTEE No. ___ [*insert number of the Bid Guarantee*]

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 bidding package*] of _____ [*name of project*] under Invitation to Bid No. _____ [*number of the Invitation to Bid*].

We hereby act as a guarantee for the Bidder to participate in the bid for this bidding 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 bid closing time and during the period of bid validity;
2. has violated law on bidding leading bid cancellation as prescribed in Point d of Section 39.1 – Instruction to Bidder of the Bidding Documents;
3. fails or refuses to negotiate the contract within 5 working days, from the date on which the notification of contract negotiation sent by the Procuring Entity 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 Procuring Entity 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 41.1 - Instructions to Bidders of the Bidding Documents.

If any member in the Joint venture violates regulations of law leading ineligible for Bid Security return as prescribed in Section 18.5 –Instructions to Bidder, the Bid Security of all joint venture members shall not be returned ⁽⁴⁾.

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

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

Consequently, any demand for payment under this guarantee must be received by us at the office 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.
- (2) Insert as prescribed in Item 18.2 of the BDS.
- (3) Insert the deadline date as prescribed in Item 21.1 of the BDS.
- (4) Applicable to joint venture

BIDDER CAPACITY

To improve capacity to perform the contract in accordance with Clause 2 Chapter III - Evaluation and Qualification Criteria, bidder should declare information in below forms:

Form No. 5 (a)

BIDDER INFORMATION FORM

Date: _____
Number and name of bidding package: _____

Bidder's name: ____ [<i>insert Bidder's name</i>]
<i>In case of joint venture, name of each party:</i>
Place of business registration and operation: ____ [<i>insert province/city where the Bidder registers and operate business</i>]
Year of establishment: ____ [<i>insert year of establishment</i>]
Bidder's legal address [<i>registered address</i>]:
Bidder's legal representative information Name: _____ Address: _____ Telephone/Fax: _____ Email Address: _____
1. Attached are copies of original documents of: Certificate of Enterprise registration, Establishment Decision or equivalent documents issued by competent agencies in the country where the Bidder operates. 2. Diagram of organizational structure of the Bidder.

JOINT VENTURE PARTNER INFORMATION FORM

Date: _____
 Number and name of bidding package: _____

Bidder's name:
JV's Party name:
JV's Party Country of Registration:
JV's Party Year of Establishment:
JV's Party Legal Address in Country of Registration:
JV's legal representative information Name: _____ Address: _____ Telephone/Fax: _____ Email Address: _____
1. Attached are copies of original documents of: Certificate of Enterprise registration, Establishment Decision or equivalent documents issued by competent agencies in the country where the Bidder operates. 2. Diagram of organizational structure of the Bidder.

Notes:

(1) In case of joint venture, each JV's Party shall fill in this form.

**LIST OF COMPANIES PERFORMING THE TASKS OF
THE BIDDING PACKAGE ⁽¹⁾**

No.	Name of subsidiary company, associate companies ⁽²⁾	Performed tasks ⁽³⁾	Proportion of total bid ⁽⁴⁾	Note
1				
2				
3				
4				
5				
...				

Note:

(1) In the event that bidder is parent company (such as Corporations), bidder should specify tasks implemented by subsidiary company, associate companies. The qualification evaluation bases on the value, quantity assumed by parent company, subsidiary company, associate companies in the bidding package. In the event that bidder is not parent company, this form is not applied.

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

(3) Insert tasks assumed by subsidiary company, associate companies.

(4) Insert the proportion of total bid assumed by subsidiary company, associate companies.

HISTORY OF UNFINISHED CONTRACTS ⁽¹⁾

Bidder's name: _____

Date: _____

Name of joint venture member (if any): _____

Unfinished contracts prescribed in Chapter III - Evaluation and Qualification Criteria			
<input type="checkbox"/> No concluded contract without execution from January 1, ___ [year] prescribed in criterion 1 in the Table of qualification criteria evaluation in Item 2.1 of Chapter III - Evaluation and Qualification Criteria.			
<input type="checkbox"/> No concluded contract without execution from January 1, ___ [year] prescribed in criterion 1 in the Table of qualification criteria evaluation in Item 2.1 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 EUR)
		Description of contract Client's name: Address: Reasons for unfinished tasks in the contract	

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 joint venture member shall declare information using this Form.

PENDING LITIGATION ⁽¹⁾

Bidder's name: _____

Date: _____

Name of joint venture member (if any): _____

Pending litigation			
Choose one of two information below:			
<input type="checkbox"/> No involved lawsuit. <input type="checkbox"/> Description of pending litigation in which the Bidder is a litigant (or each joint venture member is a litigant regarding joint venture).			
Year	Dispute	Value of involved lawsuit in EUR	Ratio of value of involved lawsuit to net asset value

Notes: (1) The Bidder must declare accurately and truthfully pending litigation; any involved lawsuit being not declared shall be considered “fraudulent” and rejected.

Regarding joint venture, each joint venture member shall declare information using this Form.

FINANCIAL SITUATION OF BIDDER ⁽¹⁾

Bidder's name: _____

Date: _____

Name of joint venture member (if any): _____

Financial figures in the last 3 years ⁽²⁾ [EUR]		
First year:	Second year:	Third year:

Information about the Balance sheet

Total assets			
Liabilities			
Net asset value			
Short-term assets			
Short-term liabilities			
Working capital			

Information about income statement

Total revenues			
Pre-tax profits			
Post-tax profits			

Enclose photocopies of financial statements (the Balance sheets including relevant description, income statements) in the last 3 years ⁽³⁾, which satisfy the following conditions:

1. The financial statement only includes financial situation of the Bidder or joint venture members (regarding joint venture) but not of an associate entity such as parent company or subsidiary companies or associate companies and the Bidder or joint venture members.

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

3. Financial statements must be complete and audited corresponding to the accounting periods. Attached are certified true photocopies of one of the following documents:

- Inspection record of tax declaration;
- Tax self-declaration (VAT and enterprise income tax) whose time of submitting certified by tax authority;
- Documentary evidence on electronic tax declaration by the Bidder;
- Certification of tax liability issued by the tax authority (certifying amount paid in

the whole year);
- Audit report (if any);
- Other documents;

Notes:

- (1) Regarding joint venture, each joint venture member shall declare information using this Form.
- (2) In the event that the period of time prescribed in evaluation criteria No. 3.1 Table of Qualification criteria Item 2.1 Chapter III - Evaluation and qualification criteria is 4 or 5 years, the columns of the above table should be expanded.
- (3) The period of time above is the same of the period of time prescribed in evaluation criteria No. 3.1 Table of Qualification criteria Item 2.1 Chapter III - Evaluation and qualification criteria.

AVERAGE ANNUAL TURNOVER FROM CONSTRUCTION ACTIVITY ⁽¹⁾

Each Bidder or member of a JV must fill in this form.

The information supplied should be the Annual turnover from construction activity of the bidder or each member of a JV in terms of the amounts billed to clients for each year for contracts completed or under execution

Annual turnover from construction activity data for the Last 3 Years ⁽²⁾	
Year	Amount (EUR)
Annual turnover from construction Activity ⁽³⁾	

Note:

(1) Regarding Joint Venture, Each Bidder or member of a JV must fill in this form

(2) To determine Annual Turnover From Construction Activity, based on the submitted information, total Annual Turnover from construction activity is divided by the number of year.

FINANCIAL RESOURCES ⁽¹⁾

Expected financial resources, for example liquid assets ⁽²⁾, credit limit and other financial resources (other than advance payment of the contract) that are available and satisfy requirements pertaining to financial resources prescribed in Form No. 12 of this Chapter

Financial resources of Bidder		
No.	Financial resource	Amount (in EUR)
1		
2		
3		
4		
5		
...		
Total financial resources of Bidder (TNL)		

Notes:

(1) Every bidder or joint venture member shall provide information about their financial resources enclose with documentary evidence.

Expected financial resources shall be determined by the following formula:

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

Where:

- NLTC means expected financial resources mobilized to perform the contract by the Bidder;
- TNL means total financial resources of Bidder (prescribed in this Form);
- DTH means all required monthly financial resources for contracts being executed (prescribed in Form No. 12).

A bidder shall be considered responsive to financial resources requirements if its mobilized expected financial resources \geq value of financial resources prescribed criterion 3.3. Item 2.1 of Chapter III - Evaluation and Qualification Criteria.

If the Bidder encloses a credit commitment issued by a credit institution lawfully operating in Vietnam, which promises to lend to the commitment holder (the Bidder) to perform the considered procurement with minimum amount equivalent to the required value prescribed in criterion 3.3 Item 2.1. Chapter III – Evaluation and Qualification Criteria during the Contract performing duration, the Bidder shall be considered satisfying financial requirements for the procurement and not required to declare information using this Form and Form 12.

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

MONTHLY FINANCIAL RESOURCES FOR CONTRACTS BEING EXECUTED⁽¹⁾

No.	Name of contract	Contact person of the Client (address, phone number, fax)	Finish date of contract	Number of remaining months of contracts (A) ⁽²⁾	Unpaid contract value, including taxes (B) ⁽³⁾	Required monthly financial resources (B/A)
1						
2						
3						
4						
...						
All required monthly financial resources for contracts being executed.						

Notes:

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

(2) Number of remaining months of contract at 28 days prior to the bid closing time.

(3) Unpaid value of contract at 28 days prior to the bid closing time.

Form No. 13

SIMILAR CONTRACTS PERFORMED BY BIDDER

Similar Contracts		
Contract No. __ dated__	Contract's information	
Date of signing _____	Dated of finishing: _____	
Total Contract Price	_____EUR	
In case of joint venture member or subcontractor, insert value of contract in charge	Insert rate of contract price in the total contract price	Value: _____ EUR
Client's name Address: Phone number/Fax: Email:		
Description of similar characteristics prescribed in Evaluation criteria 4 Table of Qualification criteria Item 2.1 of Chapter III - Evaluation and Qualification Criteria.		

<p>Constructing a water plant with a capacity of 10,000 m³ / day; and a water supply pipeline system with D ≥ 100 mm and the length ≥ 50 % of the total length of the pipeline of the bidding package ((details of construction items mentioned in Item 1.2, Chapter VI. Works requirements)</p>	<p><i>Similar characteristics of contract implemented by the bidder⁽²⁾</i></p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------

Note:

- (1) Bidder should insert similar characteristics of contract to improve the responsiveness of similar contract.

CURRICULUM VITAE OF KEY PERSONEL

- For each and every position prescribed in this Form, the Bidder shall declare detailed information according to Forms No. 15 and 16 of this Chapter.
- The Bidder shall declare key personnel who possess qualifications satisfying requirements prescribed in Item 2.2 of Chapter III - Bid Evaluation Criteria and is ready for mobilization for the procurement. The Bidder shall not declare in this Form those personnel being in charge of another procurement in the same time frame. If the declaration is not truthful, the Bidder shall be considered fraudulent.

1	Position: <i>[specify position to be undertaken in the procurement]</i>
	Name: <i>[insert name of key personnel]</i>
2	Position: <i>[specify position to be undertaken in the procurement package]</i>
	Name: <i>[insert name of key personnel]</i>
3	Position
	Name
4	Position
	Name
5	Position
	Name
....	Position
	Name

CURRICULUM VITAE OF KEY PERSONEL

The Bidder shall provide adequate information required below and enclose certified true photocopies of relevant qualifications.

Position		
Information of employee	Name	Date of birth:
	Qualifications	
Present position	Name of employer	
	Address of employer	
	Phone number:	Contact person (Chief/officer in charge of personnel)
	Fax	Email
	Position	Years of experience working for present employer

WORK EXPERIENCE

Summary of work experience in sequence from the current time backwards. Detailed working experience in management of specific bidding packages.

From	To	Company/Project/Position/Relevant work and management experience

EQUIPMENT TABLE

Bidder should declare the equipment meeting the requirement in Item 2.2 b of Chapter III - Evaluation and Qualification Criteria and be ready to be mobilized for the bidding package; no equipment being mobilized for another bidding package with the same working time is declared. If the declaration is not truthful, the Bidder shall be considered fraudulent.

Equipment can be owned by bidder or be rented; however, bidder should improve the mobilization capacity meetin the requirement of the bidding package. In the event that equipment is rented, bidder should submitted leasing contracts and document improving that equipment is belong to the lessor. Bidder should declare in the below form for each equipment:

Item of equipment		
Equipment information	Name of manufacturer	Model
	Capacity	Year of manufacture
	Function	Original
Current status	Current location	
	Information on the existing mobilization and utilizing of equipment	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Regarding to the equipment which is not owned by the bidder, bidder should declare below information

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title

	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

SCOPE OF TASKS PERFORMED BY SUB-CONTRACTOR ⁽¹⁾

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

Notes:

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

B. BID FORMS OF FINANCIAL PROPOSAL

Form 19 (a)

LETTER OF BID ⁽¹⁾ (of Financial Proposal)

(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]*

Bidding package's name: ____ *[insert the Bidding package's name according to the Invitation to Bid]*

Project's name: ____ *[insert the 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 Procuring Entity]*

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 ourselves to perform ____ *[insert the Bidding package's name]* in accordance with the Bidding Documents. In conjunction with Technical Proposal, we hereby enclose Financial Proposal with the total amount ____ *[insert the amount in figures, in words, and currency]* ⁽²⁾ together with the Table of bid price.

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

Legal representative of bidder ⁽⁵⁾
[Full name, position, signature and seal] ⁽⁶⁾

Notes:

(1) Bidder must provide sufficient and accurate information including names of the Procuring Entity and the Bidder, effective period of the Financial Proposal, 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 specified in both number and words, and in conformity with the total Bid Price mentioned in the Table of Bid Price. There must be only one Bid Price which does not cause any disadvantage condition to the Client or the Procuring Entity. In case the Bidding package is divided into independent lots, the Bidder shall provide bid price for each lot and total bid price for the lots for which the Bidder bids. If permitted, the Bidder may offer the Bid price in other currencies and clarify the price in words and figures in respect of each currency.

(3) Insert number of validity days prescribed in ITB Item 17.1. Effective period of the Bid is from the deadline for the submission of bids to its expiration date as prescribed in the Bidding Documents. The period of time from the deadline time for the submission of bids to 24:00 of the deadline date is considered 01 day.

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

(5) If the bidder's legal representative authorizes his/her subordinate to sign the Letter of Bid, a Power of Attorney (Form 02 provided in this Chapter) must be enclosed. If the

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

(6) If a foreign bidder has no seal, a certification must be issued by a competent agency that the signature in the Letter of Bid and any other documents of the Bid belongs to its legal representative.

**LETTER OF BID ⁽¹⁾
(of Financial Proposal)**

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

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

Bidding package's name: ___ *[insert the Bidding package's name according to the Invitation to Bid]*

Project's name: ___ *[insert the 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 Procuring Entity]*

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 ourselves to perform ___ *[insert the Bidding package's name]* in accordance with the Bidding Documents. In conjunction with Technical Proposal, we hereby enclose Financial Proposal with the total amount ___ *[insert the amount in figures, in words, and currency]* ⁽²⁾ together with the Table of bid price.

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

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

This Financial Proposal takes effect within ___ ⁽⁴⁾ days, from _____[date]⁽⁵⁾.

Legal representative of bidder⁽⁶⁾

[Full name, position, signature and seal⁽⁷⁾]

Notes:

(1) Bidder must provide sufficient and accurate information including names of the Procuring Entity 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 specified in both number and words, and in conformity with the total Bid Price mentioned in the Table of Bid Price. There must be only one Bid Price which does not cause any disadvantage condition to the Employer or the Procuring Entity. In case the Bidding package is divided into independent lots, the Bidder shall provide bid price for each lot and total bid price for the lots for which the Bidder bids. If permitted, the Bidder may offer price in other currencies and clarify the price in words and figures in respect of each currency.

(3) The discount is whether applicable to the Bidding package or one or several work items (specifying the work items eligible for discounts).

(4) Insert number of validity days prescribed in ITB Item 17.1. Effective period of the Bid is from the deadline for the submission of bids to its expiration date as prescribed

in the Bidding Documents. The period of time from the deadline time for the submission of bids to 24:00 of the deadline date is considered 01 day.

(5) Insert the deadline date as prescribed in Item 21.1 of the BDS.

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

(7) If a foreign bidder has no seal, there must be a certification issued by a competent agency that the signature in the Letter of Bid and any other documents of the Bid belongs to its legal representative.

SUMMARY TABLE OF BID PRICE

The PE will provide in **Appendix 1 - Bidding volume table** a list of the work items of the bidding package together with the calculation unit and the bidding volume which are corresponding and suitable for the job description, drawings and Specifications in Chapter VI - Work's Requirements.

The volume of bidding invitation mentioned above is the volume completed and installed at the works, including transportation - loading and unloading, direct and indirect costs, contingency costs, and all that is needed to complete the works according to the design documents, specifications, relevant regulations and standards. Bidders must calculate the above costs and distribute them into the bid price.

When participating in the bid, Bidders are responsible for finding out, calculating and offering all taxes, fees and charges (if any). Bid price of bidders must include costs of taxes, fees and charges (if any). according to tax rates, fees and charges at the time of 28 days before the deadline for bid closing as prescribed and contingency costs.

In case a bidder declares that the bid price does not include taxes, fees or charges, the bidder's bid will be rejected.

The contingency cost includes, but is not limited to: volume of leveling and filling so that the ground and pavements look like the original positions due to being unidentifiable from the design; volume arises due to the problems of the ground that must be changed from excavation by machine to manual digging; volume arises due to confusion in calculation, omission of the volume (if any) and some other arise....

The Bidders shall fill Form 20(a) for all the items indicated in Appendix 1. Bidders shall inscribe the bid unit-price and the amount of money for each item or each specific work, indicating:

- Pre-tax amount, including work items, supplies, equipment and services before tax and Corporate Income Tax (CIT);
- Amount for all taxes and fees (if any);
- Total price of each work item including taxes and fees (if any).

Form 20(a):

No.	Content	Unit	Quantity	Unit price		Amount		
				Pre-tax	Taxes, fees	Pre-tax	Taxes, fees	Total

The total price of all work items of Form 20(a), as indicated in the Summary table below, will be the bid price to be transferred to the Letter of Bid for the financial proposal dossier.

SUMMARY TABLE OF BID PRICE				
No.	Content	Amount		
		Pre-tax	Taxes, fees	Total
A	General Items			
B	Construction and installation			
C	Equipment			
Bid price (A + B + C ...) (This result is transferred to the Letter of Bid for financial proposal dossier)				

Notes:

1. The contract is Lump sum contract based on Drawings and specifications.
2. The quantities of individual items provided in the Bidding volume table indicated are for temporary purpose in calculation as the basis for the invitation to the bid. The Bidder should study the drawings and specification thoroughly for the submission of tender.
3. The rates which are filled by the Contractor against the tables in Appendix 1 shall be used for valuing the variations if, any.
4. The Bidder shall make sure of studying all the prioritized documents before pricing the Lump sum Bid.
5. Re-measurement shall not be done for payments to the contractor. The final payment shall be Lump sum contract with necessary approved variations by Employer.
6. The Contract price shall not be adjusted unless there are design change instructions issued/approved by Owner.
7. The tenderer will use the Specification and Drawings as the basis of the bid.
8. For the avoidance of doubt, if something is shown on a drawing and/or in the Specification but not in the Bidding volume table it is the responsibility of the Contractor to have included for this item in his tender.
9. Once the tender is accepted, everything contained on the drawings and included within the Specifications is deemed to be included within the Contract price.
10. The Specification takes precedence over the drawings, but should any deviation be discovered between the two documents the Bidder must immediately inform the Construction Manager to resolve any differences.
11. All queries or doubts should be discussed during the pre-tender meetings.

List of imported Equipment, materials, works and services originating in Italy by the Contractor

The Bidder shall, in connection with the Items listed in Form 20 (a), propose materials, equipment, works and services to be imported by the Contractor to Vietnam in order to complete the procurement package according to requirement in Section 2 – Work requirements and shall fulfill the Form 20 (b) accordingly.

NO.	Equipment, materials, works and services	Unit	Quantity	Unit-price (Euro)	Amount (Euro)	Origin
A	Goods, materials	.....	.....	.....	.....	.....
1	.....	.....	.....	.....	.....	.....
2	.....	.....	.....	.....	.....	.....

B	Equipment	.....	.....	.....	.....	.....
1	.....	.....	.....	.....	.....	.....
2	.....	.....	.....	.....	.....	.....

C	Services					
1	.....	.....	.....	.....	.....	.....
2	.....	.....	.....	.....	.....	.....

	Total				.....	.....

(In words: Euro)

CHAPTER V - ELIGIBLE COUNTRIES

1. According to the Memorandum of Understanding between the Government of the Socialist Republic of Vietnam and the Government of the Italian Republic on the concession of a soft loan for the “Binh Thuan Water Sector Project”, the eligible country is Italy.
2. The Vietnam’s bidders may participate in the bid as a member of joint ventures, or as a subcontractor, where the Italy’s company is the leader of the joint ventures or the main contractor.

Section II - WORK REQUIREMENTS

CHAPTER VI. WORK REQUIREMENTS

I. Introduction to the Procurement Package

1. Scope of work of the Procurement Package:

1.1. Overview of the Procurement package:

- **The Employer:** Department of Agriculture and Rural Development of Binh Thuan province;

- **Project Management Unit (Procuring Entity):** Project Management Unit of Water Sector Project of Binh Thuan Province;

- **Name of the Procurement Package:** Procurement Package No. 8: Execution of the whole construction, supplying and installation of equipment for the subproject of clean water supply system in Ham Thuan Bac district (including insurance costs);

- **Name of Project:** Binh Thuan Water Sector Project;

- **Name of Subproject:** Clean Water Supply System in Ham Thuan Bac district;

- **Type and level of works:** Technical infrastructure works, level II;

- **Funding for implementation of the package:** Soft loan from the Italian Government and counterpart funds of the Government of Vietnam;

- **Location of construction:** in communes: Ham Tri, Ham Phu, Thuan Hoa, Thuan Minh, Ham Chinh, Ham Liem, Ham Hiep, Ham Thang, Ham Duc, Hong Son, Hong Liem and two towns: Ma Lam, Phu Long belonging to Ham Thuan Bac district;

1.2. Scale of investment

1.2.1. Water treatment plant with capacity $Q = 10,000 \text{ m}^3 / \text{day}$:

* Pumping station level I:

- Scale: total construction area: 42.24 m^2 ; in which:

+ House of pumping station: construction area of 28.16 m^2 (ground house);

+ Manhole: construction area: 14.08 m^2 ;

+ The water intake sewer is $(4.15 \times 2,3 \times 5.25) \text{ m}$ in size, the canal is 20.15 m in length;

- Design Solutions:

+ Construction section:

▪ House of pumping station: ceiling made of reinforced concrete with stone $(1 \times 2) \text{ cm}$ of cement M200; the wall is built of unburnt brick; plastering walls, columns, beams and ceiling with M75 cement mortar; the floor is tiled with ceramic tiles, the foot of the wall is covered with ceramic tiles; erection of doors and windows with aluminum and glass frames; installation of electrical systems, drainage systems for the works.

▪ Pumping station to collect water, manhole, sewer to collect water: foundations, walls, slabs, lids are made of reinforced concrete with stone $(1 \times 2) \text{ cm}$ and cement M250, concrete for foundation with stone $(4 \times 6) \text{ cm}$ and cement M100; installation of iron ladder for the works.

- Canal: Built of slab stone with M100 cement mortar.
- + Technology section: installation of water pump equipment ($Q = 220\text{m}^3 / \text{h}$, $H = 20\text{m}$); installation of valves and attached accessories.

- * **Water intake pipe through the dam:**

- Scale: HDPE pipe with D400, $L = 280.0\text{m}$;
 - Design solution: install HDPE pipes and attached accessories.

- * **Mixing tanks, reaction tanks, clarifiers:**

- Scale: construction area: 203.505 m^2 ;
 - Design solution:

- + Construction section: foundations, walls, floors, beams are built of reinforced concrete with stone (1x2) cm and cement M250; concrete lined with stone (4x6) cm and cement M100; the stairs are built of unburnt brick with cement mortar M75; plastering walls, columns, beams and ceilings with M75 cement mortar; erection of railing by iron pipes.

- + Technology section: installation of 05 set of stirres including types; connected to the motor of the mud wiper device, installing stainless steel trough system to collect water after sedimentation; installation of valves and attached accessories.

- * **Quick filter tank:**

- Scale: construction area: 209.814m^2 ;
 - Design solution:

- + Construction section: foundations and columns, walls, floors and columns, beams, floors, lintels, eaves are built of reinforced concrete with stone (1x2) cm and cement M250; concrete lined with stone (4x6) cm and cement M100; water ditches and steps are built of unburnt brick with M75 cement mortar; plastering walls, columns, beams and ceiling with M75 cement mortar; erection of steel stairs, railing with iron pipe; walls are built of unburnt brick with M75 cement mortar; the roof is colored galvanized steel roofing with a thickness of 0.45 mm, shaped steel purlins; the floor is tiled with ceramic tiles, the foot of the wall is covered with ceramic tiles, erection of doors and windows with aluminum and glass frames; installation of electrical systems, drainage systems for the works.

- + Technology section: installation of filtering system, installation of valves and attached accessories.

- * **House for chemical - disinfection:**

- Scale: construction area: 167.56m^2 (ground house);
 - Design solution:

- + Construction section: foundations, columns, braces, beams, floors, lintels are built of reinforced concrete with stone (1x2) cm and cement M200; concrete lined with stone (4x6) cm and cement M100; installation of Work platform and stairs are made of shaped steel and plate steel; walls are built of unburnt brick with M75 cement mortar; the roof is colored galvanized steel roofing with a thickness of 0.45 mm; shaped steel purlins; the floor is tiled with ceramic tiles, the foot of the wall is covered with ceramic

tiles, erection of doors and windows with aluminum and glass frames; installation of electrical systems, drainage systems for the works.

+ Technology section: installation of equipment connected to the pump station includes: 09 sets of pumps including polymer metering pumps, alum metering pumps, lime metering pumps and 09 sets of stirrers; installation of materials of composite barrel for chemical preparation and attached accessories.

*** Clean water tank 3,000 m³:**

- Scale: tank with dimensions (28.85 x 28.85 x 5.65) m; inlet valve hole with dimensions (1.6 x 1.6 x 2.05) m; overflow valve hole with dimensions (1.4 x 1.4 x 1.1) m; exhausting discharge hole with dimensions (2.4 x 1.8 x 3.3) m.

- Design solution:

+ Construction section: bottom slab, floor slab, column is built of reinforced concrete with stone (1x2) cm and cement M250; concrete lined with stone (4x6) cm and cement M100; walls and bottom are coated with 03 layers of waterproofing additive; drainage ditch is built of unburnt brick with M75 cement mortar; plastering walls, columns, beams, and ceiling with M75 cement mortar; installation of iron ladder for the works.

+ Technology section: installation of valves and attached accessories.

*** Pumping station level II:**

- Scale: Construction area 157.2m² (ground house); underground tank with dimensions (15.7 x 6.9 x 2.9) m;

- Design solution:

+ Construction section:

▪ Underground tank: gradient background with stone concrete (1x2) cm and cement M150 ; foundations, walls, columns, beams, floors are built of reinforced concrete with stone (1x2) cm and cement M250; concrete lined with stone (4x6) cm and cement M100; plastering walls, columns, beams, and ceiling with M75 cement mortar; walls are coated with waterproofing bitumen; installation of railing and iron ladder for the works.

▪ House of Station: foundations, columns, beams, floors, lintels are built of reinforced concrete with stone (1x2) cm and cement M200; concrete lined with stone (4x6) cm and cement M100; foundations of the walls are built of dressed stone; walls are built of unburnt brick with M75 cement mortar; plastering walls, columns, beams, and ceiling with M75 cement mortar; the floor is tiled with ceramic tiles, the foot of the wall is covered with ceramic tiles, erection of doors and windows with aluminum and glass frames; installation of electrical systems, drainage systems for the works.

+ Technology section: installation of 05 sets of centrifugal pumps; 03 pump sets controlled by inverter; 02 pump sets and leaking drainage pump, pressure gauge of air release valve; installation of valves and attached accessories.

*** House for management + experiment (Administrative house):**

- Scale: Construction area 121.94m² (ground house);

- Design solution: foundations, columns, braces, beams, floors, lintels are built of reinforced concrete with stone (1x2) cm and cement M200; concrete lined with stone (4x6) cm and cement M100; walls, stairs are built of unburnt brick; surfaces of the steps are covered with granite; plastering walls, columns, beams, and ceiling with M75 cement mortar; the floor is tiled with ceramic tiles, the foot of the wall is covered with ceramic tiles, toilet floor and toilet walls are tiled with ceramic tiles, kitchen area is covered with ceramic tiles; erection of windows with aluminum and glass frames; installation of electrical systems, water supply and drainage system for the works.

*** Storehouse:**

- Scale: Construction area 203.58m² (ground house);

- Design solution: foundations, columns, braces, beams, lintels are built of reinforced concrete with stone (1x2) cm and cement M200; concrete lined with stone (4x6) cm and cement M100; walls are built of unburnt brick; plastering walls, columns, beams, and ceiling with M75 cement mortar; the roof is colored galvanized steel roofing with a thickness of 0.45 mm; purlins and rafter truss with shaped steel, the floor is tiled with ceramic tiles, the foot of the wall is covered with ceramic tiles; erection of windows with aluminum and glass frames; installation of electrical systems, drainage systems for the works.

*** Technical pipeline, water supply and drainage:**

a) Technical pipeline:

- Scale: using pipes of HDPE, pipes of PPR, pipes of uPVC with diameters D21÷D630, L = 1.278,5 m, in which:

+ Plastic pipe of HDPE D630mm, L = 115.0m;

+ Plastic pipe of HDPE D500mm, L = 41,0m;

+ Plastic pipe of HDPE D400mm, L = 151.5m;

+ Plastic pipe of HDPE D355mm, L = 101.0m;

+ Plastic pipe of HDPE D315mm, L = 94.0m;

+ Plastic pipe of HDPE D250mm, L = 50.5m;

+ Plastic pipe of HDPE D160mm, L = 105.0m;

+ Plastic pipe of HDPE D110mm, L = 62.5m;

+ Plastic pipe of PPR D32mm, L = 54,0m;

+ Plastic pipe of PPR D75mm, L = 120.0m;

+ Plastic pipe of PPR D90mm, L = 136.0m;

+ Plastic pipe of uPVC D21mm, L = 121.0m;

+ Plastic pipe of uPVC D34mm, L = 127.0m.

- Design solution: Installation of pipe of HDPE, pipe of PPR, pipe of uPVC and attached accessories.

b) Rain water drainage system:

- Scale: Using centrifugal concrete pipes with diameters D300÷D400, L = 751.4 m, in which:

+ Centrifugal concrete pipe D300 (VH), L=2.5m; 730.0m in length;

- + Centrifugal concrete pipe D400 (VH), L=2.5m; 20.0m in length;
- + Centrifugal concrete pipe D400 (VH), L=1.4m; 1.4m in length;
- + Technical manhole (1,6 x 1,6)m: 43 pieces;
- + Technical collection hole (1,05 x 0,6)m: 43 pieces;
- Design solution:
 - + Drainage pipe: Installation of centrifugal concrete pipe and attached accessories.
 - + Manhole: concrete lined with stone (4x6) cm and cement M100; foundations, walls are made of concrete with stone (1x2) cm and cement M250; installation of prefabricated reinforced concrete panels with stone (1x2) cm and M250 cement.
 - + Collection hole: concrete lined with stone (4x6) cm and cement M100; foundations, walls are made of concrete with stone (1x2) cm and cement M250; installation of cast iron cover to prevent garbage at the inlet position.
- c) Valve holes, flow meter holes:
 - Technology section:
 - + Technical valve holes: installation of a two-way gate valve D400 and attached accessories.
 - + Flow meter holes: installation of electromagnetic flow meter; two-way valve and attached accessories.
 - Construction section for valve hole and flow meter holes: concrete lined with stone (4x6) cm and cement M100; foundations, walls are made of concrete with stone (1x2) cm and cement M250; installation of prefabricated reinforced concrete panels with stone (1x2) cm and M250 cement.
- * **Ground leveling, fencing, internal roads:**
 - a) Ground leveling:
 - Scale:
 - + Area of excavation and ground leveling at elevation +71.00: 8,770.39m²;
 - + Area of excavation and ground leveling at elevation +68.00: 5,498.27m²;
 - Design solution: Excavation and leveling in place, compacting K = 0.85;
 - b) Fencing:
 - Scale: reinforced concrete embankment: 158.8m; Rock embankment: 82.0m; total length of fence: 477.98m;
 - Design solution:
 - + Reinforced concrete embankment: foundations, walls, railing edges are built of reinforced concrete with stone (1x2) cm and cement M200; concrete lined with stone (4x6) cm and cement M100; installation of uPVC D90 plastic pipe for drainage along the embankment.
 - + Rock embankment: foundations, walls are built of dressed stone; concrete lined with stone (4x6) cm and cement M100; installation of uPVC D90 plastic pipe for drainage along the embankment.
 - + Gate and fence: foundations, braces are built of reinforced concrete with stone (1x2) cm and cement M200, concrete lined with stone (4x6) cm and cement M100;

walls and columns are built of unburnt brick with cement mortar M75; plastering walls and columns with cement mortar M75; erection of gates and fences with Box-shaped iron frames.

c) Internal roads:

- Scale: total length of internal roads: 590.0m. In which: Route No. 1, L = 313.58m, Route No.2, L = 178.92m, Route No. 3, L = 97.5m.

- Design solution:

+ Route No.1: Section from Km0 + 00 to Km0 + 60: B = 21.45m; Section from Km0+60 to KC: B=4,0m

+ Routes No. 2; 3: B=4,0m.

- Road coat texture from top to bottom: road surface is made of fine-grained asphalt concrete C19 with a thickness of 7cm; watering with adhesive absorbent asphalt with standard 1kg / m²; gravel is made of crushed stone of type 1 (D_{max} = 37.5cm) with a thickness of 15cm, compaction coefficient $k \geq 0,98$; gravel is made of crushed stone of type 2 (D_{max}=37,5cm) with a thickness of 20cm, compaction coefficient $k \geq 0,98$; The road foundation is filled with earth grade 3, compaction coefficient $\geq 0,95$;

- Texture of curbs: precast concrete with stone (1x2) and cement M300; Concrete lined with stone (1x2) cm and cement M150.

* **Parking house:**

- Scale: Construction area: 42.3m²;

- Design solution: foundations, columns are made of reinforced concrete with stone (1x2) cm and cement M200; concrete lined with stone (4x6) cm and cement M75; the foundation is made of concrete with stone (1x2) cm and cement M200; the roof is covered with color-coated square corrugated iron with a thickness of 0.45mm, box-shaped iron purlins, shaped iron columns

* **Sludge treatment cluster:**

a) Sludge treatment tank:

- Scale: Construction area: 854.4m²;

- Design solution: the tank bottom is made of reinforced concrete with stone (1x2) cm and cement M250; concrete lined with stone (4x6) cm and cement M100; the walls of the tank are built of slab rock with M75 cement mortar.

b) Sludge compression tank:

- Scale: Construction area: 29.2 m²;

- Design solution: the bottom and walls of the tank are built of reinforced concrete with stone (1x2) cm and cement M250; coating filikote for waterproof; concrete lined with stone (4x6) cm and cement M100; railings, working floor, racking platforms, frame system are made of shaped iron.

c) House for making dried sludge

- Scale: Construction area: 79.36m² (ground house);

- Design solution: foundations, machine bases, columns, beams are built of reinforced concrete with stone (1x2) cm and cement M200; concrete with stone (1x2) cm and cement; plastering columns with M75 cement mortar; the roof is roofed with

colored galvanized steel sheet with a thickness of 0.45 mm; columns, purlins and rafter truss are made of shaped steel.

*** Electric system for lighting:**

- Arranging light poles with a height of 8m, mounting high pressure lamps.
- Using 3-core underground cable, type: Cu/XLPE/DSTA/PVC (4x10)mm² for the main lighting route, and is connected to the electrical panel of the column door, wire from electrical panel to lamp is used by covered copper wire (2x2.5) mm².

*** Lake used for preliminary sedimentation:**

- Scale:
 - + Area of excavation and leveling of lake bottom to elevation +62.00: 27,058.13m²;
 - + Talus slope: 850.24m;
 - + Walls of the fence around the lake: 884.78m;
 - + Culvert to get water by centrifugal concrete pipe of D600 (H30): 2x8.5m=15.0m.
- Design solution:
 - + Talus slope paved with rubble stone, lined foundations with cement mortar M75.
 - + Gate and walls of the fence: foundation, braces are built of reinforced concrete with stone (1x2) cm and cement M200, concrete lined with stone (4x6) cm and cement M100; walls and columns are built of unburnt solid brick; plastering walls, columns with M75 cement mortar; erection of gates and fences with box-shaped iron frames.
 - + Intake culvert: foundations, top wall, two side walls of the culvert are made of stone (1x2) cm and cement M200; culvert yard is made of reinforced concrete with stone (1x2) cm and cement M200, concrete lined with stone (4x6) cm and cement M100; installation of a centrifugal concrete pipe and pipe supports; stairs at the downstream of the culvert are built of dressed stone, arrange gabions with the size (0.5 x 1 x 2) m to reinforce the downstream of the culvert.

1.2.2. Station for booster pump and transaction in Thuan Hoa commune:

*** Station for booster pump:**

- Scale: Construction area 135.2m²;
- Design solution: foundations, columns, braces, beams, floors, eaves, lintels are built of reinforced concrete with stone (1x2) cm and cement M200; concrete lined with stone (4x6) cm and cement M100; foundation bundle is built of dressed stone; walls and steps are built of unburnt bricks, steps are lined with grannito; plastering walls, columns, beams, and ceiling with M75 cement mortar; the roof is colored galvanized steel roofing with a thickness of 0.45 mm; purlins with shaped steel; the floor is tiled with ceramic tiles, the foot of the wall is covered with ceramic tiles; toilet floor is tiled with ceramic tiles, toilet walls are covered with ceramic tiles; erection of windows with aluminum and glass frames; installation of electrical systems, water supply and drainage systems for the works

*** Yard – gates and walls of the fence:**

- Scale: yard area of internal roads is 439.7m²; the length of the fence walls is 165.695m.

- Design solution:

+ Yard: The internal roads are tightly compacted by grade 3 earth, spread of crushed stone of type 2 with a thickness of 15cm, Road surface is covered asphalt with a thickness of 2.5cm and standard of 3kg / cm². Curbs are made of precast concrete with stone (1x2) cm and cement M300, foundation is lined with concrete with stone (1x2) cm and cement M150.

+ Gates and walls of the fence: foundations, braces are built of reinforced concrete with stone (1x2) cm and cement M200; wall foundations are built of dressed stone; concrete lined with stone (4x6) cm and cement M100; walls and columns are built of unburnt brick; plastering walls, columns with M75 cement mortar; erection of gates, fences with box-shaped iron frames.

*** Yard – gates and fence walls of the pressure balance tank:**

- Scale: yard area of internal roads is 176.0m²; the length of the fence walls is 110.0m.

- Design solution:

+ Yard: The internal roads are tightly compacted by grade 3 earth, spread of crushed stone of type 2 with a thickness of 15cm, Road surface is covered asphalt with a thickness of 2.5cm and standard of 3kg / cm². Curbs are made of precast concrete with stone (1x2) cm and cement M300, foundation is lined with concrete with stone (1x2) cm and cement M150.

+ Gates and walls of the fence: foundations, braces are built of reinforced concrete with stone (1x2) cm and cement M200; wall foundations are built of dressed stone; concrete lined with stone (4x6) cm and cement M100; walls and columns are built of unburnt brick; plastering walls, columns with M75 cement mortar; erection of gates, fences with box-shaped iron frames.

*** Parking house:**

- Scale: Construction area: 42.3m²;

- Design solution: foundations, columns are built of reinforced concrete with stone (1x2) cm and cement M200; concrete lined with stone (4x6) cm and cement M100; floor is made of concrete with stone (1x2) cm and cement M200; the roof is roofed with colored square galvanized steel sheet with a thickness of 0.45 mm, box- shaped iron purlins, shaped iron columns

*** Technical pipeline:**

- Scale: using centrifugal concrete pipe with diameter D400, L = 63m, in which:

+ Centrifugal concrete culvert D400 VH, L=2.5m (25 section);

+ Centrifugal concrete culvert D400 VH, L=0.5m (1 section);

+ Manhole: 05 piece.

- Design solution: Manholes are built of concrete with stone (1x2) cm and cement M250; concrete lined with stone (4x6) cm and cement M100; culvert supports are made of concrete with stone (1x2) cm and cement M200; installation of centrifugal concrete culvert and attached accessories.

*** Pressure balance tank:**

- Scale: Construction area: 72.25m²;

- Design solution: tank bottom, tank wall, tank cap, columns are built of reinforced concrete with stone (1x2) cm and cement M250; concrete lined with stone (4x6) cm and cement M100; the bottom of the tank is covered with M75 cement mortar with a thickness of 2cm, the walls of the tank are covered with M75 cement mortar with a thickness of 2cm, coating filikote waterproof.

*** Clean water tank of 500m³:**

- Scale: Construction area: 176.89m²;

- Design solution: tank bottom, tank wall, tank cap, columns are built of reinforced concrete with stone (1x2) cm and cement M250; concrete lined with stone (4x6) cm and cement M100; the bottom of the tank is covered with M75 cement mortar with a thickness of 2cm, the walls of the tank are covered with M75 cement mortar with a thickness of 1.5cm.

1.2.3. Station for booster pump and transaction in Ham Liem commune:

*** Leveling, fencing, internal roads:**

- Scale:

+ Area of excavation and leveling: 2,227.94m².

+ Total length of fence wall: 226.0m.

- Design solution:

+ Leveling: fill sand, tight compaction $K = 0.85$.

+ Yard: The internal roads are tightly compacted by grade 3 earth, spread of crushed stone of type 2 with a thickness of 15cm, Road surface is covered asphalt with a thickness of 2.5cm and standard of 3kg / cm². Curbs are made of precast concrete with stone (1x2) cm and cement M300, foundation is lined with concrete with stone (1x2) cm and cement M150.

+ Gates and walls of the fence: foundations, braces are built of reinforced concrete with stone (1x2) cm and cement M200; wall foundations, walls and columns are built of unburnt solid brick; plastering walls, columns with M75 cement mortar; erection of gates, fences with box-shaped iron frames.

*** Station for booster pump:**

- Scale: Construction area 135.2m² (ground house);

- Design solution: foundations, columns, braces, beams, floors, eaves, lintels are built of reinforced concrete with stone (1x2) cm and cement M200; concrete lined with stone (4x6) cm and cement M100; foundation bundle is built of dressed stone; walls and steps are built of unburnt bricks, plastering walls, columns, beams, and ceiling with M75 cement mortar; steps are lined with grannito; the roof is colored galvanized steel roofing with a thickness of 0.45 mm; purlins with shaped steel; the floor is tiled with ceramic tiles, the feet of the walls are covered with ceramic tiles; toilet floor is tiled with ceramic tiles, toilet walls are covered with ceramic tiles; erection of doors and windows with aluminum and glass frames; installation of electrical systems, water supply and drainage systems for the works.

*** Tank for booster pumping stations:**

- Scale: Construction area: 176.89m².

- Design solution: tank bottom, tank wall, tank cap, columns are built of reinforced concrete with stone (1x2) cm and cement M250; concrete lined with stone (4x6) cm and cement M100; the bottom of the tank is covered with M75 cement mortar with a thickness of 2cm, the walls of the tank are covered with M75 cement mortar with a thickness of 2cm, coating filikote waterproof.

*** Parking house:**

- Scale: Construction area: 42.3m²;

- Design solution: foundations, columns are built of reinforced concrete with stone (1x2) cm and cement M200; concrete lined with stone (4x6) cm and cement M75; floor is made of concrete with stone (1x2) cm and cement M200; the roof is roofed with colored square galvanized steel sheet with a thickness of 0.45 mm, box- shaped iron purlins, shaped iron columns

1.2.4. Water supply network:

*** Water supply pipes:**

- Scale: using plastic pipes with diameters D110 ÷ D400, L = 112,320m

Summary table of lengths of pipes of all kinds:

No.	Pipe route (section from milestone)	Length of water supply pipeline (m)					
		D400 mm	D355 mm	D280 mm	D255 mm	D160 mm	D110 mm
1	1-81.33	988	1,236				
2	81.33-81B		4,666				
3	81B-84		5,542	2,468			
4	84-90			5,684	1,526		
5	2-81	18					1,984
6	1A-6			5,327			
7	4-5						1,340
8	6-8					178	
9	8-11						3,104
10	9-10						485
11	7-21						1,943
12	70-72					6,272	
13	55.67-70					3,293	
14	16A-13						3,497
15	14-15						3,811
16	17-19						1,466

17	18.23-20						513
18	83-70					5,086	
19	133-161			8,496			
20	146-84						1,219
21	146-146A						1,637
22	147-85					1,748	
23	149-86						1,758
24	150-146						2,775
25	162-165						2,876
26	166-90				4,754		
27	168-165A			349			
28	168A-168.1				333		
29	168.1*-170				6,322		
30	152-153						331
31	152-154						228
32	152-155						1,224
33	152-204					1,994	
34	156-88					2,105	
35	156-160						1,814
36	157-158						346
37	157-159						327
38	161-89						2,373
39	161A-164						658
40	162-163						421
41	161-168			3,334			
42	7-22			4,471			
Tổng cộng		1,006	11,444	30,129	12,935	20,676	36,130

- Design solution: installation of water supply pipes and attached accessories.

* **Protector sleeve, pipes across ditches, pipes across bridges:**

- Scale: Using pipe of uPVC, pipe of HPDE with diameters D110÷D500, L = 2,905 m.

Summary table of lengths of pipes of all kinds:

No.	Pipe route (section from milestone)	Length of water supply pipeline (m)							
		D500 mm	D450 mm	D400 mm	D355 mm	D280 mm	D225 mm	D160 mm	D110 mm
1	1-81.33	18		25	10				
2	81.33-81B		29		69				
3	81B-84		116		149	158			
4	84-90				45	78	30		
5	2-81		10					45	27
6	1A-6				84	170			
7	4-5							23	
8	6-8						11		
9	8-11							20	18
10	9-10							3	
11	7-21							13	
12	70-72						92		38
13	55.67-70						64		22
14	16A-13							46	8
15	14-15							39	14
16	17-19								21
17	18.23-20							7	6
18	83-70						59	105	
19	133-161				105	160			
20	146-84							27	
21	146-146A							4	28
22	147-85						22	26	
23	149-86							33	10
24	150-146							44	70
25	162-165							30	43
26	166-90					7	106		
27	168-165A				9				
28	168A-168.1								

29	168.1*-170					74	105		
30	152-153							10	
31	152-154								10
32	152-155								
33	152-204						15		22
34	156-88						6		50
35	156-160							45	10
36	157-158							9	
37	157-159								
38	161-89							38	20
39	161A-164							19	
40	162-163							9	8
41	161-168				26	18			
42	7-22					15			
Tổng cộng		18	155	25	497	680	510	595	425

- Design solution: Installation of protector sleeve, pipes across ditches, pipes across bridges and attached accessories.

1.2.5. Transaction station of Ham Duc commune

*** Road to the station:**

- Scale: route length of 200.0m, road surface width of 9m

- Design solution: Road surface is coated 2 layers of asphalt with a thickness of 2.5 cm, asphalt standard of 3kg/m²; grade 2 stabilized aggregate base course (D_{max}=37,5cm) with a thickness of 15cm, tight compaction coefficient $k \geq 0.98$; The roadbed is covered with soil level 3 which is selective, with a thickness of 30cm, tight compaction coefficient $k \geq 0.95$.

*** Transaction station:**

- Scale: construction area: 106.8m² (ground house);

- Design solution: foundations, columns, beams, braces, floors, eaves, lintels are built of reinforced concrete with stone (1x2) cm and cement M200; concrete lined with stone (4x6) cm and cement M100; foundation bundle is built of dressed stone; walls and steps are built of unburnt bricks, steps are lined with grannito; plastering walls, columns, beams, and ceiling with M75 cement mortar; the roof is colored galvanized steel roofing with a thickness of 0.45 mm; purlins with shaped steel; the floor is tiled with ceramic tiles, the feet of the walls are covered with ceramic tiles; toilet floor is tiled with ceramic tiles, toilet walls are covered with ceramic tiles; erection of doors and windows with aluminum and glass frames; installation of electrical systems, water supply and drainage systems for the works.

*** Leveling - gates and fence walls**

- Scale: Length of 156,22m.

- Design solution:

+ Leveling: volume of soil to be dug of 143 m³, volume of soil to be filled is 18 m³, tight compaction coefficient $k \geq 0.9$;

+ Gates and fence walls: curb edges are built of concrete with stone (1x2) cm and cement M200; wall foundations are built of dressed stone, concrete lined with stone (4x6) cm and cement M100; walls and columns are built of unburnt solid bricks; plastering walls, columns with M75 cement mortar; erection of gates and fences with box-shaped iron frames.

*** Parking house:**

- Scale: Construction area: 42.3m²;

- Design solution: foundations, columns are built of reinforced concrete with stone (1x2) cm and cement M200; concrete lined with stone (4x6) cm and cement M75; floor is made of concrete with stone (1x2) cm and cement M200; the roof is roofed with colored square galvanized steel sheet with a thickness of 0.45 mm, box-shaped iron purlins, shaped iron columns.

*** Culvert for rain water drainage:**

- Scale: using centrifugal concrete culvert with diameter D300, L = 58m, in which:

+ Centrifugal concrete culvert D300 VH, L=2.5m (23 section);

+ Centrifugal concrete culvert D300 VH, L=0.5m (1 section);

- Design solution: Manholes, valve holes and concrete slab are built of concrete with stone (1x2) cm; concrete lined with stone (4x6) cm; installation of centrifugal concrete culvert and attached accessories.

1.2.6 Equipment: Specifications according to valuation certificate No. 38/20 / CT.SACC-BT dated May 14th, 2020 of Southeastern Consulting and Valuation Joint Stock Company.

*** Pumping station level I:**

No.	Name of equipment	Quantity
1	Submersible Pump Q = 220m ³ /h; H = 20m, P = 18.5kW (including quick coupling)	03 pumps
2	Chain hoist 2 tons	1 piece
3	Ventilator	1 set

*** Treatment station of 10.000m³/day:**

a) Mixing tank, reaction tank, clarifier:

No.	Name of equipment	Quantity
1	Stirrer N = (40-200)v/p, N = 11kW	02 pieces
2	Stirrer N = (5-30)v/p, N = 1.1kW	05 pieces
3	Sludge raking device (including engine)	02 sets

b) Pumping station level II, treatment station:

No.	Name of equipment	Quantity
1	Centrifugal clean water pump Q = 375m ³ /h; H = 40m	03 pumps
2	Centrifugal clean water pump Q = 288m ³ /h; H = 50m	02 pumps
3	Horizontal centrifugal filter washing pump Q = 410m ³ /h; H = 10m	02 pumps
4	Air pump for wash and filter Q = 950m ³ /h; H = 5m	02 pumps
5	Leakage water pump Q = 2m ³ /h; H = 10m	01 pump
6	Vacuum pump Q = 30m ³ /h; H = 400mmHg	01 pump
7	Technical turbocharging water pump Q = (0 – 30)m ³ /h; H = 60m	03 pumps
8	2 ton chain hoist	1 piece

c) **Management house - laboratory:** computers, receipt printers, laser printers

d) **Experimental set of water sample criteria:** pH meter, Handheld turbidity meter, Analytical balance, variable spectrophotometer,

e) **Scada system:** 01 system.

f) House for chemical:

No.	Name of equipment	Quantity
1	1-ton crane with aperture of 8 m	01 piece
2	2-ton crane with aperture of 8 m	01 piece
3	Alum metering pump Q = (0 - 300)l/h; H = 20m	03 pumps
4	Alum stirrer N = 2,75kW; n = 190v/p	03 sets
5	Polymer metering pump Q = (0 - 150)l/h; H = 20m	03 bom
6	Polymer stirrer N = 2,75kW; n = 190v/p	03 sets
7	Lime metering pump Q = (0 - 300)l/h; H = 20m	02 pumps
8	Lime stirrer N = 2,75kW; n = 190v/p	02 sets
9	Water supply pump for Ejector Q = 2m ³ /h; H = 50m	02 pumps

g) House for Chlorine

No.	Name of equipment	Quantity
1	Vacuum device	02 pieces
2	Dosing device 0 – 4kg/h	02 sets
3	Ejector	02 pieces
4	Booster pump Q = 2m ³ /h; H = 30m	01 pump

5	chlorine bottle 950kg	06 bottles
6	Poisonous prevention tools	04 sets

h) Sludge collection lake:

No.	Name of equipment	Quantity
1	Sludge pump machine $Q = 7\text{m}^3/\text{h}$; $H = 10\text{m}$	02 pieces

i) Sludge compression tank:

No.	Name of equipment	Quantity
1	rotating motor of raking machine, $P = 0,37\text{kW}$	01 piece
2	Sludge stirring system	01 set

j) House for making dried sludge:

No.	Name of equipment	Quantity
1	Sludge drying system: screw type, $P = 7,5\text{kW}$	01 set
2	Sludge container $V = 6\text{m}^3$	01 set
3	Metering pump of polymer solution	02 pieces
4	Conveyor, $P = 1,5\text{kW}$	01 piece
5	Polymer mixing system	01 set
6	2.5 ton truck	01 piece

k) Transformers:

No.	Name of equipment	Quantity
1	Amorphous transformer of 3 phase 560KVA-22 / 0.4kv	01 piece
2	Costs of equipment installation and testing, calibration	01 package

*** Station for booster pump and transaction:**

a) Station for booster pump and transaction in Thuan Hoa commune

*** Station for booster pump:**

No.	Name of equipment	Quantity
1	Booster pump $Q = 30\text{m}^3/\text{h}$; $H = 46\text{m}$	02 pumps
2	Leakage water pump $Q = 5\text{m}^3/\text{h}$; $H = 10\text{m}$	01 pump
3	Auxiliary equipment, repair tools	01 set
4	2 ton chain hoist	01 piece

*** Equipment for management and operation:** tables, chairs, wardrobes, beds, ...

*** Transformers:**

No.	Name of equipment	Quantity
1	Amorphous transformer of 3 phase 560KVA-22 / 0.4kv	01 piece
2	Costs of equipment installation and testing, calibration	01 package

b) Station for booster pump and transaction in Ham Liem commune

*** Station for booster pump:**

No.	Name of equipment	Quantity
1	Booster pump Q = 80m ³ /h; H = 61m	02 pumps
2	Leakage water pump Q = 5m ³ /h; H = 10m	01 pump
3	Auxiliary equipment, repair tools	01 set
4	2 ton chain hoist	01 piece

*** Chlorine filling system:**

No.	Name of equipment	Quantity
1	Vacuum device	02 sets
2	Dosing device 0-4kg/h	02 sets
3	Ejector	02 pieces
4	Booster pump Q = 2m ³ /h; H = 30m	01 pump
5	Chlorine bottle 950kg	06 bottle
6	Poisonous prevention tools	02 sets

*** Equipment for management and operation:** tables, chairs, wardrobes, beds, ...

*** Transformers:**

No.	Name of equipment	Quantity
1	Amorphous transformer of 3 phase 560KVA-22 / 0.4kv	01 piece
2	Costs of equipment installation and testing, calibration	01 package

*** Transaction station in Ham Duc commune**

a) Chlorine filling system:

No.	Name of equipment	Quantity
1	Vacuum device	02 sets
2	Dosing device 0 – 4kg/h	02 sets
3	Ejector	02 pieces
4	Booster pump Q = 2m ³ /h; H = 30m	01 pump
5	Chlorine bottle 950kg	04 bottle
6	Poisonous prevention tools	02 sets

b) Equipment for management and operation: tables, chairs, wardrobes, beds,

...

1.2.7. Items for medium voltage transmission lines and 22 / 0.4kV transformer stations:

*** Water treatment plant 10,000m³ / day**

- Location: Ham tri commune, Ham Thuan Bac district, Binh Thuan province.
- Connection location: Pole No.220, route 475ML.4 (along national highway 28).
- Medium voltage transmission line 22kV: Using ACX.70mm² - 24kV power cable for phase wire, AC.50mm² power cable for neutral wire, line length of 1,019m.
- Electric pole: Using centrifugal concrete pole with a length of 14m– force at the pole top is 850kgf (k = 2).
- Pole foundation: Using foundation with two prevention beams of 1.5m for simple poles, - Pole foundation is made of well shaped concrete for couple poles.
- Bar: Using hot-dipped galvanized steel bar L8 x 75 x 75 -2.4m and L8 x 75 x 75 - 2m for phase wire, using Uclevic for neutral wire.
- Electrical insulator: Using post-type insulator and suspended insulator of polime 24kV for phase wire, spool insulator of low voltage for neutral wire.
- Protection of branch ends with LBFCO 24kV - 100A.
- Grounding at of the medium voltage line: Using bare copper wire of C.25mm² and copper plated steel piles of D16-2.4m to pile to the ground with a deepness of 0.8m from the ground, ground wire is threaded into the pile body, ground resistance must be guaranteed according to regulations, about 200m, installation of a set of repeated grounding.
- Transformer station: Using transformer of 560KVA-22/0,4kV.
- Type of station: Transformer station is put on concrete floor, with a height of 0.4m from the ground within the protection range of the fence of grid B 40, steel column L63 x 63 x 6 with a height of 1.95m.
- Protection for high voltage side: Using FCO 24kV-100A and Lightning protection with 18kV LA valve
- Protection for low voltage side: Using Aptomat 3 phase 800A-600A (type with electrical current regulation).
- Conductor wire for high voltage side: Using shielded copper cable of medium voltage wire CXV-25mm² - 24kV
- Conductor wire for low voltage side: Using shielded copper cable CV.185mm² (3 wires /1 phasa) for phase wire, shielded copper cable CV.120mm² (2 wires /1 medium voltage wire) for neutral wire.
- Metering and counting system: Indirect metering and counting via 3-phase galvanometer 220/380V through TI low voltage 800 / 5A.
- Counting box has 2 compartments made of 2mm thick sheet of steel, painted with electrostatic painting with 3 layers - Dimension: HxWxL:800x1000x500mm.
- Grounding at the transformer station: Using bare copper wire of C.25mm² and copper plated steel piles of D16-2.4m to pile to the ground with a deepness of 0.8m

from the ground, wire above ground is threaded into PVC pipe with diameter of D21 for protection and is attached to the pile body by stainless steel belt (with belt buckle).

Using 3 separate grounding wire systems for 3 types of grounding:

- + Grounding for lightning protection;
- + Grounding for working: grid neutral ground with MBA neutral and voltage circuit of meter;
- + Grounding for safety: Ground with instrument housing, iron bar, TI secondary coil and electrical current circuit of meter.

Grounding for working and Grounding for lightning protection will be connected to the same grounding pile, resistance for grounding should not exceed 4Ω ; Grounding for safety: the ground and the ground rod must be separate, resistance for grounding should not exceed 10Ω

- Set of Compensate capacitor for low voltage: Using compensate type for improvisation capacity of 200kVAR

*** Booster pumping station in Thuan Hoa commune**

- Location: Thuan Hoa commune, Ham Thuan Bac district, Binh Thuan province.
- Connection location: Pole No.281, route 475ML.4 (along national highway 28).
- Medium voltage transmission line 22kV: Using ACX.70mm² - 24kV power cable for phase wire, AC.50mm² power cable for neutral wire, line length of 167m.
- Electric pole: Using centrifugal concrete pole with a length of 14m– force at the pole top is 850kgf (k = 2).
- Pole foundation: Using foundation with two prevention beams of 1.5m for simple poles, - Pole foundation is made of well shaped concrete for couple poles.
- Bar: Using hot-dipped galvanized steel bar L8 x75 x75-2.4m and L8 x75x 75-2m for phase wire, using Uclevic for neutral wire.
- Electrical insulator: Using post-type insulator and suspended insulator of polime 24kV for phase wire, spool insulator of low voltage for neutral wire.
- Protection of branch ends with LBFCA 24kV - 100A.
- Grounding at the medium voltage line: Using bare copper wire of C.25mm² and copper plated steel piles of D16-2.4m to pile to the ground with a deepness of 0.8m from the ground, ground wire is threaded into the pile body, ground resistance must be guaranteed according to regulations, about 200m, installation of a set of repeated grounding.
- Transformer station: Using transformer of 100KVA-22/0,4kV.
- Type of station: MBA is put vertically on a supporter bar with steel mounted on 2 centrifugal concrete pillars with a height of 14m (sitting station)
- Protection for high voltage side: Using FCO 24kV-100A and Lightning protection with 18kV LA valve
- Protection for low voltage side: Using Aptomat 3 phase 160A-600A (type with electrical current regulation).

- Conductor wire for high voltage side: Using shielded copper cable of medium voltage wire CXV-25mm² - 24kV

- Conductor wire for low voltage side: Using shielded copper cable CV.95mm² (1 wire /1 phase) for phase wire, shielded copper cable CV.50mm² (1 wires /1 medium voltage wire) for neutral wire.

- Metering and counting system: Indirect metering and counting via 3-phase galvanometer 220/380V through TI low voltage 150 / 5A.

- Counting box made of composite plastic with 2 compartments - Dimension: HxWxL: 600x1050x400mm, mounted on PL30x3mm iron colier post, outdoor cabinet prevents rainwater from entering.

- Grounding at the transformer station: Using bare copper wire of C.25mm² and copper plated steel piles of D16-2.4m to pile to the ground with a deepness of 0.8m from the ground, wire above ground is threaded into PVC pipe with diameter of D21 for protection and is attached to the pile body by stainless steel belt (with belt buckle).

- Using 3 separate grounding wire systems for 3 types of grounding:

+ Grounding for lightning protection;

+ Grounding for working: grid neutral ground with MBA neutral and voltage circuit of meter;

+ Grounding for safety: Ground with instrument housing, iron bar, TI secondary coil and electrical current circuit of meter.

- Grounding for working and Grounding for lightning protection will be connected to the same grounding pile, resistance for grounding should not exceed 4Ω; Grounding for safety: the ground and the ground rod must be separate, resistance for grounding should not exceed 10Ω

- Set of Compensate capacitor for low voltage: Using compensate type for improvisation capacity of 40kVAR

* **Booster pump station in Ham Liem commune**

- Location: Ham Liem commune, Ham Thuan Bac district, Binh Thuan province.

- Connection location: Pole No.04A (alternating pile placement), route 474.A1_HBT.

- Medium voltage transmission line 22kV: Using ACX.70mm² - 24kV power cable for phase wire, AC.50mm² power cable for neutral wire, line length of 36m.

- Electric pole: Using centrifugal concrete pole with a length of 14m– force at the pole top is 850kgf (k = 2).

- Pole foundation: Using foundation with two prevention beams of 1.5m for simple poles, - Pole foundation is made of well shaped concrete for couple poles.

- Bar: Using hot-dipped galvanized steel bar L8 x75 x75-2.4m and L8 x75x 75-2m for phase wire, using Uclevic for neutral wire.

- Electrical insulator: Using post-type insulator and suspended insulator of polime 24kV for phase wire, spool insulator of low voltage for neutral wire.

- Protection of branch ends with LBFCO 24kV - 100A.

- Grounding at the medium voltage line: Using bare copper wire of C.25mm² and copper plated steel piles of D16-2.4m to pile to the ground with a deepness of 0.8m from the ground, ground wire is threaded into the pile body, ground resistance must be guaranteed according to regulations, about 200m, installation of a set of repeated grounding.

- Transformer station: Using transformer of 100KVA-22/0,4kV.

- Type of station: MBA is put vertically on a supporter bar with steel mounted on 2 centrifugal concrete pillars with a height of 14m (sitting station)

- Protection for high voltage side: Using FCO 24kV-100A and Lightning protection with 18kV LA valve

- Protection for low voltage side: Using Aptomat 3 phase 160A-600A (type with electrical current regulation).

- Conductor wire for high voltage side: Using shielded copper cable of medium voltage wire CXV-25mm² - 24kV

- Conductor wire for low voltage side: Using shielded copper cable CV.95mm² (1 wire /1 phase) for phase wire, shielded copper cable CV.50mm² (1 wires /1 medium voltage wire) for neutral wire.

- Metering and counting system: Indirect metering and counting via 3-phase galvanometer 220/380V through TI low voltage 150 / 5A.

- Counting box made of composite plastic with 2 compartments - Dimension: HxWxL: 600x1050x400mm, mounted on PL30x3mm iron colier post, outdoor cabinet prevents rainwater from entering.

- Grounding at the transformer station: Using bare copper wire of C.25mm² and copper plated steel piles of D16-2.4m to pile to the ground with a deepness of 0.8m from the ground, wire above ground is threaded into PVC pipe with diameter of D21 for protection and is attached to the pile body by stainless steel belt (with belt buckle).

- Using 3 separate grounding wire systems for 3 types of grounding:

+ Grounding for lightning protection;

+ Grounding for working: grid neutral ground with MBA neutral and voltage circuit of meter;

+ Grounding for safety: Ground with instrument housing, iron bar, TI secondary coil and electrical current circuit of meter.

- Grounding for working and Grounding for lightning protection will be connected to the same grounding pile, resistance for grounding should not exceed 4Ω; Grounding for safety: the ground and the ground rod must be separate, resistance for grounding should not exceed 10Ω

- Set of Compensate capacitor for low voltage: Using compensate type for improvisation capacity of 40kVAR.

2. Time for Completion: From the commencement to the completion of the contract not to exceed 450 days (including holidays, Tet holidays, Saturdays and Sundays).

II. Requirements regarding implementation schedule

Indicated the requirements regarding the time from commencement to completion of contract by day/week/month

In the event that there are requirement regarding to the time for completion of each work item in addition to the requirements regarding time for completion of the work, required schedule table should be established:

Total construction schedule from the date of commencement is 450 days, of which:

Item No.	Item	Starting date	Finishing date
1	A water plant with a capacity of 10,000 m ³ / day; (including raw water reservoirs and water collection systems, raw water pipelines in sub-dam 01 - Song Quao reservoir).	1	300
2	Trans-shipment pipeline from the water plant along the National Highway No.1, Highway No.28 and the booster pumping stations and transactions.	1	350
3	The pipeline from a booster pumping station to a pressure balance tank in Thuan Hoa commune, constructing a pressure balance tank in Thuan Hoa commune .	1	400
4	Other items	1	450

III. Technical Requirements/Technical instructions.

(Details are in Appendix 2 – General technical instructions, Appendix 3 - Specification requirements for the part of network, Appendix 4 – Technical requirements for the part of treatment station which are attached)

IV. Drawings: the list of drawings is included in the construction drawing design documents attached.

Section 3 – Conditions of Contract and Contract Forms

Chapter VII. GENERAL CONDITIONS OF CONTRACT

	A. General Provisions
1. Definitions	<p>In the Contract, the following words and expressions shall have the definitions as follows:</p> <p>1.1. “Drawings” means the drawings of the Works, including all and any of drawings as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the PMU in accordance with the Contract, including calculations and other information provided or approved by the PMU to implement the Contract;</p> <p>1.2. “Bill of Quantity” (BoQ) means a list of work items under the contract package, including construction, installation, testing and acceptance of the Works. The content of BoQ consists of lump sum price for every work item as a basis for payment, settlement, compensation, penalty for breach of contract;</p> <p>1.3. “Force Majeure” means events occurring beyond the control and predictability of the parties, such as: war, riots, strikes, fires, natural disasters, floods, epidemics, isolation by quarantine;</p> <p>1.4. “PMU” means the party hiring the Contract to implement the Works and is named in PCC;</p> <p>1.5. “Performance Certificate (Completion of Defects Notification Period) means the Certificate issued by the PMU as soon thereafter as the Contract has completed the remedy of all defects during Defects Notification Period of the Works;</p> <p>1.6. “The Works” means all work items stated in the Contract that the Contract is requested to construct, install and hand over to the PMU, as specified in PCC;</p> <p>1.7. “Temporary Works” means all temporary works of every kind required on Site designed, constructed, installed and dismantled by the Contractor;</p> <p>1.8. “Site” means the place as specified in PCC;</p> <p>1.9. “Contract Price” means the total amount stated in the Contract in which it does not include non-income / non-profit taxes (including VAT) and import duties imposed on the works, services and equipment provided by the Contractor under the Contract in Vietnam, but include the Corporate Income Tax (CIT) to be payable by the Contractor under this Contract.</p>

1.10. “Contract” means the agreement between the PMU and the Contractor to execute, complete and maintain the Works. The Contract includes all documents listed in Clause 2 of GCC;

1.11. “Day” means a calendar day; month means a calendar month;

1.12. “Completion date” means the completion date of the Works confirmed by the PMU according to Clause 45 GCC;

1.13. “Expected Completion date” means the date that the Contractor is expected to complete the Works. Expected Completion date is specified in **PCC**. Only the PMU can adjust the Expected Completion date by approving Extension of Time to Completion or by accelerating the progress;

1.14. “Commencement date” means the date specified in **PCC**. Commencement date is the latest day that the Contractor has to start the execution of the Works. Commencement date is not necessarily identical to the date of handing over the construction site;

1.15. “Contractor” means the party whose Bid proposal is accepted by the Employer to execute the Works and as specified in **PCC**;

1.16. “Subcontractor” means any person or organization named in the List of subcontractors proposed by the Contractor in its Bid, or any person or organization who implement a part of the Works according to the statement in the Bid; or signed the contract with the main contractor to perform a part of the works in the contract according to the content declared in its Bid and approved by the PMU.

1.17. “Plant” means any integral parts of the Works which have mechanical, electrical, chemical or biological functions;

1.18. “Defects” mean any part of the Works which have not been completed according to the Contract;

1.19. “Indemnity Event” means any events specified in Clause 42 of GCC;

1.20. “Variation” means written requests made by the PMU causing any change to the Works;

1.21. “Equipment” means the apparatus, machinery and vehicles temporarily mobilized to the Site by the Contractor in order to execute the construction of the Works;

1.22. “Warranty Period (Defects Notification period)” means the period for notifying and remedying the defects of the Works, calculated from the date on which the Works are accepted and handed over;

	<p>1.23. “Technical Specifications” mean technical requirements of the Works included in the Contract and any modifications and supplements proposed or approved by the PMU;</p> <p>1.24. “The Engineer (Supervision Consultant)” means the consulting contractor hired by the PMU to work regularly and continuously on site to supervise the construction of the Works or work items. The name of the Engineer is specified in PCC;</p> <p>1.25. “Materials” mean things of all kinds, including consumable materials to be supplied to the Contractor to use in the Works.</p>
2. Priority of Contract Documents	<p>Priority of the documents forming the Contract shall be in accordance with the following sequences:</p> <p>2.1. Contract Agreement, and Contract Appendix, if any;</p> <p>2.2. Letter of Acceptance;</p> <p>2.3. Decision on approving the bidding results;</p> <p>2.4. Particular Conditions of the Contract (PCC);</p> <p>2.5. General Conditions of the Contract (GCC);</p> <p>2.6. Bid proposal and Clarifications to the Bids of the Contractor;</p> <p>2.7. Bidding documents and amendment and supplement to Bidding documents (if any);</p> <p>2.8. Other documents specified in PCC.</p>
3. Law and Language	<p>The law governing the Contract is the law of the Socialist Republic of Vietnam. The language of the Contract is English and Vietnamese (in which English is the prevailing language.)</p>
4. Assignment	<p>Unless otherwise specified in PCC, the PMU may assign the whole or any part of its obligations to the other person, after submitting written notice to the Contractor and may revoke such assignment at any time with prior notification in writing to the Contractor.</p>
5. Performance Security	<p>The Contractor shall deliver the Performance Security to the PMU no later than the specific date mentioned in the Letter of Acceptance. The Performance Security shall be issued in the form and with specific total amount stipulated in PCC, and shall take effects until the 28th day after the PMU issues Performance Certificate.</p>
6. Safety, fire prevention and fighting and environmental	<p>The Contractor shall implement measures to ensure safety, fire prevention and fighting and environmental sanitation for all construction activities on site.</p>

sanitation	
7. Subcontractors	<p>7.1. The Contractor is entitled to sign the Contract with subcontractors named in the List of subcontractors stipulated in PCC to perform a part of the Work specified in the Bids. The engagement with subcontractors shall not release any obligations of the Contractor. The Contractor shall be responsible to the PMU in terms of quantity, quality, schedule and other obligations on the part of Works performed by subcontractors.</p> <p>Replacement and supplement of subcontractors other than the list of subcontractors defined in this Clause shall be executed only when there are justifiable reasons, justified and approved by the PMU.</p> <p>7.2. The amount of the Works performed by subcontractors stipulated in Item 7.1 GCC shall not exceed the percentage of Contract Price stated in PCC.</p> <p>7.3. The Contract shall not hire subcontractors for other work items other than the work items listed to be performed by subcontractors in the Bids.</p> <p>7.4. Other requirements on subcontractors are specified in PCC.</p>
8. Cooperation with other contractors	<p>The Contractor shall cooperate with other contractors and involved parties working on the construction site during contract execution.</p>
9. Equipment and Manpower	<p>9.1. The Contractor shall mobilize key personnel and plant and equipment as defined in the Bids to perform the Works and mobilize other key personnel and plant and equipment approved by the PMU. The PMU only approves the proposal of key personnel and equipment replacement if the experience and qualifications of the replacing personnel and quality and functions of the replacing equipment are basically equal to or higher than the proposal in the Bids.</p> <p>9.2. In case the PMU requests any employees of the Contractor to resign with justifiable reasons, the Contract shall guarantee that such employees shall leave the Site within 07 working days, since the date of receiving the PMU's requests and shall no longer perform any part in relation to the Contract.</p> <p>9.3 If the PMU detects any employee of the Contractor involving in any actions of corruption, fraud, collusion, coercion or interference during the execution of the Works, such employee shall be forced to resign under Item 9.2 GCC.</p>
10. Force	<p>10.1. If a Force Majeure event occurs, the party affected by Force Majeure event shall promptly give written notice to the</p>

<p>Majeure</p>	<p>other party of the event and possible causes of the event. Moreover, the affected party shall deliver to the other party a certificate to confirm force majeure event issued by a competent agency at the location of Force Majeure. During the construction suspension period due to Force Majeure, the Contract shall, under the instruction of the Employer, continue to perform its obligations according to actual circumstances and shall apply all reasonable measures to perform parts of the Works which are not affected by Force Majeure Event. Under such circumstance, the Employer may consider to compensate the Contractor necessary and reasonable fee that the Contractor has suffered from.</p> <p>10.2. Either Party's failure to fulfill its obligations due to Force majeure circumstances shall not be subject to any damage compensation, civil penalties or Contract termination. In case disputes arise between the parties due to the occurrence or extension of a force majeure event, the dispute will be resolved according to the provisions of Clause 21 GCC.</p>
<p>11. Risks of the PMU and the Contractor</p>	<p>The PMU and the Contractor shall respectively bear all the risks corresponding to either party as determined in this Contract.</p>
<p>12. Risks the PMU</p>	<p>Since Commencement date until the expiry date of defects notification period of the Contractor, the PMU is responsible for the following risks:</p> <p>12.1. Risks of injury, fatal to humans, loss or damage to property (excluding the Works, supplies, machinery and equipment) attributable to the PMU;</p> <p>12.2. Risks of loss or damage to the Works, supplies, machinery and equipment due to faults of the PMU, the design of the PMU or due to force majeure.</p>
<p>13. Risks of the Contractor</p>	<p>The Contractor is responsible for the following risks:</p> <p>13.1. Any risks not subject to the PMU's risks, including the risks of injury, death, loss or damage to property (including the Works, supplies, machinery and equipment) since Commencement date until the expiry date of defects notification period;</p> <p>13.2. Risks of loss or damage to the Works from the date of acceptance and delivery of the Works until the expiry date of defects notification period of the Contractor due to:</p> <ul style="list-style-type: none"> - Any defects occurring on Completion date; - Any events occurring before Completion date that is not subject to the risks of the PMU; - Any activities of the Contractor on site after Completion

	date.
14. Insurance	<p>14.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the PCC for the following events which are due to the Contractor's risks:</p> <ul style="list-style-type: none"> a) loss of or damage to the Works, Plant, and Materials; b) loss of or damage to Equipment; c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and d) personal injury or death. <p>14.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in Vietnamese Dong to rectify the loss or damage incurred.</p> <p>14.3 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.</p> <p>14.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.</p> <p>14.5 Both parties shall comply with any conditions of the insurance policies.</p>
15. Site Data	The Contractor shall be deemed to have studied all necessary information mentioned in PCC and any other information related to the Site.
16. Safety	The Contract shall take full responsibilities for the safety of all activities on Site. The Contractor must have the responsibility to implement regulations on safety and hygiene in labor, traffic safety and environmental sanitation, ect., in the course of work construction according to the Vietnamese Government's regulations.
17. Artifacts discovered on Site	17.1. Any item discovered on site that has historical features or significant value shall remain the property of the Socialist Republic of Vietnam. The Contractor shall ensure neither his employees nor other persons obtain or damage such artifacts. The Contractor shall immediately notify the PMU on artifact discovery for resolution in accordance with the law.

	<p>17.2. In case the Contract performance is delayed due to the discovery of antiquities or the Contractor’s participation in processing, storage and transportation of antiquities, the Contractor shall notify the PMU for consideration and decision.</p>
18. Right of Possession of the Site	<p>The PMU shall give the Contractor right of possession of the Site on the date stated in PCC. If the PMU fails to deliver any part of the Site to the Contractor on the date stated in PCC, the PMU shall be deemed to delay the commencement of relevant activities, which shall be considered as an Indemnity Event.</p>
19. Access to the Site	<p>The Contractor shall permit the PMU or any other person authorized by the PMU to access to the Site and any place on site under construction or scheduled to be constructed with the works in relation to the Contract.</p>
20. Supervision consultants	<p>20.1. Supervision consultants shall carry out the work stipulated in the contract.</p> <p>20.2. Supervision consultants may provide any instructions to the Contractor for the construction of the Works and remedy of defects at any time. The Contractor shall comply with the instructions of Supervision consultants.</p> <p>20.3 In case Supervision consultants are replaced by the PMU, the PMU shall give a written notice to the Contractor.</p>
21. Dispute Resolution	<p>21.1. The Employer and the Contractor shall settle any disputes arising between the Parties by negotiation, and mediation.</p> <p>21.2. If the dispute can not be settled by negotiation and mediation during the period specified in PCC since the occurrence date, either party may also request to settle the dispute according to the provisions stipulated in PCC.</p>
B. Time Management	
22. Commencement date and Expected Completion date	<p>The Contractor may start the execution of the Works on the Commencement date specified in PCC and shall perform the Works in accordance with Detailed Construction Schedule prepared by the Contractor and approved by the PMU. The Contractor shall complete the Works on the Expected Completion date specified in PCC.</p>
23. Detailed Construction Schedule and periodic reports	<p>23.1. During the period specified in PCC, the Contractor shall submit Detailed Construction Schedule to the PMU for consideration and approval, including the following content:</p> <p>a) Construction sequence applied by the Contractor and estimated construction time for every construction stage of</p>

	<p>the Works;</p> <p>b) Inspection procedure and timeframe are specified in details in the Contract;</p> <p>c) Statements attached to the Construction Schedule include: general reports on the method that the Contractor plan to apply and main construction stages to execute the Works; number of necessary employees, workers and equipment of the Contractor on site for every main construction stage.</p> <p>23.2. The Contractor shall comply with Detailed Construction Schedule after getting approval of the PMU.</p> <p>23.3. The Contractor shall submit to the PMU for consideration and approval of updated Detailed Construction Schedule updated at specific timewithout exceeding the period stated in PCC. If the Contractor fails to submit updated Detailed Construction Schedule at the given time, the PMU may retain a specific amount as stipulated in PCC in the next interim payment certificate. Such amount shall be paid in the following interim payment period after submission of Detailed Construction Schedule.</p> <p>23.4. The approval of Detailed Construction Schedule made by the PMU shall not alter any of the Contractor’s obligations. The Contractor may adjust Detailed Construction Schedule and re-submit to the PMU at any time.</p> <p>23.5. Based on the Construction Schedule, the contractor must report monthly on the performed volume until the last day of the month concerning the contractor's construction status in which the Contract must state the work contents performed, the work contents to be prepared to implement and proposals or recommendations (if any). The report submission period is within the first 7 (seven) days of the following month. If the Contractor does not submit the monthly report at the above stipulation, the PMU may retain the amount as specified in PCC in the next payment period. This amount will be paid in the next payment period after that monthly report is submitted.</p>
<p>24. Extension of Time to Completion</p>	<p>The PMU and the Contractor shall negotiate about extension of Time to Completion of the Contract in one of the following cases:</p> <p>24.1. The PMU fails to hand over the site to the Contractor at the specific time as mentioned in Clause 18 GCC;</p> <p>24.2. The PMU delays to issue Minutes of Acceptance of the works without any justifiable reasons;</p> <p>24.3. Other cases as described in PCC.</p>
<p>25. Accelerate</p>	<p>25.1. If the PMU wishes to complete the Works before</p>

the progress	<p>Expected completion date, the PMU shall request the Contractor to make the proposal on additional costs in order to speed up the progress. If the PMU accepts the additional costs proposed by the Contractor, Expected Completion date shall be adjusted accordingly and confirmed by the PMU and the Contractor.</p> <p>25.2. If the PMU accepts additional costs proposed by the Contractor, Contract Price shall be adjusted accordingly and additional cost shall be proceed as a Contract variation.</p>
26. Delay upon the PMU's request	<p>The PMU may request the Contractor to delay the commencement or slow down the progress of any activities of the Works.</p>
C. Quality Control	
27. Check the quality of supplies, machine and equipment	<p>27.1. The Contractor shall ensure that all supplies, machinery and equipment meet the strict technical requirements.</p> <p>27.2. The Contractor shall provide testing samples, test results of supplies, materials, machinery and equipment according to the provisions in PCC for inspection and acceptance of the Works.</p> <p>27.3. The PMU shall inspect supplies, materials, machinery and equipment at the places of operation, production or on site at any time.</p> <p>27.4. The Contractor must ensure personnel assignment and necessary conditions for inspection of supplies, materials, machinery and equipment as mentioned above.</p> <p>27.5. At least 40% of the value of materials, equipment and services provided under the Contract and funded by the Lender must originate from Italy in accordance with the Memorandum of Understanding between the two Governments. The remaining materials, equipment and services to be prioritized the use of goods and services originating in Vietnam; in case of the use of goods and services originating in other countries, they must be approved by the PMU and must be purchased in Vietnam. At the request of the PMU, the Contractor must provide proof of origin of materials, equipment and services.</p> <p>27.6. For the purpose of Item 27.5 of GCC, "origin" means the place where materials and equipment are exploited, grown, produced or manufactured, and from which services are provided. Materials and equipment are manufactured through the process of fabricating, processing or assembling most or most of the components, resulting in a commercially recognized product with significant differences in basic properties or purpose or utility as compared with the</p>

	components of that product.
28. Determine defects of the Works	The PMU shall check and evaluate the quality of the Works performed by the Contractor and notify the Contractor of any defects occurring. The PMU's inspection does not release any of the Contractor's responsibility. The PMU may instruct the Contractor to check whether the Works have any defects or not and the Contractor shall conduct the inspection and testing for any parts that the PMU has any doubts of defects.
29. Testing	If the PMU instructs the Contractor to conduct a test not specified in the Technical Specification in order to determine whether any defects exist or not and then the test results confirm such defects, the Contractor shall bear the costs of sampling and testing. If there are no defects, the costs of sampling and testing shall be deemed as an Indemnity event.
30. Remedy of Defects	30.1. Since Commencement date until the expiry date of Defects notification period, the PMU shall notify the Contractor of any defects of the Works. Defect Notification period shall be extended until the completion of defect remedy. 30.2. Whenever receiving Notice of Defects, the Contractor shall correct such defects within the specific time informed by the PMU.
31. Unremedied Defects	If the Contractor fails to correct the Defects within the specific period as requested by the PMU in Notice of Defects, the PMU may employ other organization to remedy such defects, calculate the remedy costs which shall be refunded by the Contractor.
32. Forecasts on incidents	The Contractor shall make early forecasts to the PMU on the incidents that may occur and have adverse impact on the quality of the works, increasing the Contract Price or delay to the implementation of the Contract. The PMU may request the Contractor to anticipate the impact of such incidents on the Contract price and Contract execution duration. The Contractor shall cooperate with the PMU in order to propose proper countermeasures.
D. Cost Control	
33. Type of Contract	Type of Contract: As specified in PCC
34. Contract Price and Price Schedule	34.1. Contract Price mentioned in PCC covers all the costs to execute and complete all work items listed in the Price Schedule with the progress and quality as required by the requirements of the procurement package. The Contract Price does not include

	<p>non-income / non-profit taxes (including VAT) and import duties imposed on the materials, equipment and services that originates from Italy, but include the Corporate Income Tax (CIT) to be payable by the Contractor under this Contract, insurance costs and contingency costs.</p> <p>34.2. Price Schedule stipulated in Appendix on Price Schedule is an integral part of this Contract, including work items to be performed by the Contractor and total amount of such work items.</p>
35. Adjustment of Contract Price and the contract volume	<p>The adjustment of Contract Price and contract volume will be made as stipulated in PCC.</p>
36. Advance Payment	<p>36.1. The PMU shall deliver the Contractor an advance payment amount as stipulated in PCC, after the Contractor submit Advance Payment Security equivalent to the advance amount. Advance Payment Security shall be issued by a reputable bank or credit institution legally operating in Vietnam or Italy and shall take effects until refunding the entire amount of advance payment; the value of Advance Payment Security shall be deducted in accordance with the refunded amount of advance payment paid by the Contractor. No interest shall be applied on advance payment.</p> <p>36.2. The Contractor shall use Advance payment only for the payment of wages to employees, procurement or mobilization of equipment, plants, supplies, materials and other costs of necessary mobilization for the implementation of the Contract. The Contractor shall demonstrate that advance payment has been used for the right purpose and right objectives by submitting copies of relevant invoices and receipts or documents to the PMU. Advance Payment Security of the Contractor shall be collected if being used for improper purposes.</p> <p>36.3. The advance amount will be recovered 50% of the value of the completed volume of each payment. The advance will be fully recovered when the payment reaches 30% of the signed contract value.</p>
37. Payment	<p>37.1 The Contractor shall submit a periodical report every three months to the PMU on the estimated value of the work executed less the cumulative amount certified previously. The contractor makes payment procedures as soon as it is confirmed by the PMU that the contractor has submitted the periodical report. In case the contractor wants to pay earlier,</p>

	<p>the contractor must have a report and be agreed by the PMU for the contractor to complete the payment procedures.</p> <p>37.2 PMU will check the list of the Contractor's performance volume together with construction quality management documents, completion drawings of which they have been inspected by the supervision consultancy unit and certify the amount to be paid to the Contractor.</p> <p>37.3 The value of work executed shall be determined by the PMU.</p> <p>37.4 The value of work executed shall comprise the value of completed activities in the Contract Price Schedule.</p> <p>37.5 The value of work executed shall include the valuation of variations approved by PMU and Indemnity Event (if any).</p> <p>37.6 The PMU may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.</p> <p>37.7 Payments shall be adjusted for deductions for advance payments and retention. The Contractor shall be paid the amounts certified by the Director of the PMU.</p> <p>37.8 If an amount certified is increased in a later certificate or as determined by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.</p> <p>37.9 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by those rates and prices in the Contract.</p> <p>37.10 The value (excluding non-income/non-profit taxes (including VAT), import duties in Vietnam) of the Contract is paid from the soft loan managed by Cassa Depositi e Prestiti. Procedures of payment of this value to the Contractor shall abide by the procedures of disbursement mentioned in the Financial Agreement signed between the Ministry of Finance of Vietnam and the Cassa Depositi e Prestiti as described in PCC.</p> <p>37.11 Non-income/non-profit taxes (including VAT), import duties imposed to the supplies, equipment, services originating from Italy shall be paid by the Employer's own funds (counterpart fund)</p> <p>37.12. Payment currency is stipulated in the BDS</p>
38. Tax adjustment	Tax adjustment complies with the provisions in PCC .

<p>39. Retention</p>	<p>39.1. The PMU shall retain a certain amount in each payment for the Contractor as stipulated in PCC until completion of the entire Works.</p> <p>39.2. Retention amount shall be refunded to the Contractor upon ending of the Warranty Period and the PMU confirms that all defects to be notified to the Contractor prior to the expiration of such period have been remedied; at the same time, the dossiers on settlement of investment capital of the completed works are already approved by competent authorities. The Contractor may replace for the Retention amount by submitting a Bank Guarantee that issued by a reputable bank or credit institutions legally operating in Vietnam.</p> <p>39.3 During the warranty period, if there are incidents that affect the operation of the works, the PMU will send a notice (in writing, fax or email, ...), and the contractor must be responsible for immediately performing repairs and remedies; the time for implementation shall not exceed 03 (three) days from the date of receipt of the notice. If the contractor refuses to carry out the repair according to the stipulated progress, the PMU shall hire another unit to perform, and the contractor shall be responsible for all expenses related to the repair work and must commit that there will not have any queries or complaints.</p>
<p>40. Contract Amendment and Supplement</p>	<p>40.1. Amendment and supplement to the Contract shall be performed in any of the following cases:</p> <ul style="list-style-type: none"> a) Supplement of work items, supplies, materials, machinery, equipment or necessary services other than the works to be performed according to the design and beyond the scope of work specified in the Contract; b) Changes in quality and parameters of a certain work item; c) Design change; d) Change in Time to Completion of the Contract. <p>40.2. The PMU and the Contractor shall negotiate to have the basis to sign Contract appendix to amend or supplement the Contract.</p> <p>40.3. In case of amendment or supplement of the Contract, the Contractor shall modify Detailed Construction Schedule to consider additional work items.</p>
<p>41. Cash Flow estimates</p>	<p>When updating Detailed Construction Schedule, the Contractor shall provide the PMU with an updated cash flow estimates.</p>

<p>42. Indemnity Event</p>	<p>42.1. The following events shall be considered as Indemnity event:</p> <ul style="list-style-type: none"> a) The PMU fails to hand over a part of construction site on date stipulated in Clause 18 GCC; b) The PMU adjusts construction schedule of the designated contractors which affects the performance of the Contractor under this Contract; c) The PMU requests to delay the works or fails to provide necessary Drawings, Technical Specifications, or other instructions to perform work on time; d) The PMU requests the Contractor to carry out additional tests in which no defects are demonstrated; e) The PMU does not approve the contract with subcontractors without any justifiable reasons; f) The PMU requires to resolve unexpected or additional problems to ensure the safety of the work or other reasons; g) The PMU delays in advance payment; h) The Contractor suffers from risks of the PMU; i) The PMU delays in providing Performance Certificate without any justifiable reasons. <p>42.2. If any Indemnity event increases the costs or prevents the completion of the Works before Expected Completion date, Contract price shall be adjusted to increase and Time to Completion shall be extended. The PMU shall consider and make a final decision on adjustment of Contract price and Extension of Time to Completion of the Contract.</p> <p>42.3. After the Contractor provides sufficient information demonstrating the impact of each Indemnity event on cost estimates of the Contractor, the PMU shall consider, evaluate and adjust the contract price accordingly. If the Contractor's cost estimate is unreasonable, the PMU shall make the adjustment of Contract price based on appropriate estimates prepared by the PMU in accordance with prescribed regulations.</p> <p>42.4. The Contractor may not receive any compensation if the PMU suffers from adverse impacts on its benefits due to the failure of early warning to or cooperation of the Contractor with the PMU.</p>
<p>43. Contract Violation Penalty and Reward</p>	<p>43.1 The Contractor shall be subject to a fine under the provisions of PCC for each delay day of completion of the Works compared to Expected Completion date or extended Expected Completion date. Total amount of such fine shall not</p>

	<p>exceed the amount specified in PCC, that the PMU may deduct directly from payment amount due to the Contractor.</p> <p>43.2 The PMU shall be subject to a fine under the provisions of PCC if the PMU fails to make timely payment to the Contractor in accordance with the provisions of PCC.</p> <p>43.3. Under the circumstances stipulated in PCC, The Contractor shall be subject to a reward according to the provisions of PCC for its initiatives, for every day of early completion of the Work compared to Expected Completion date. Total amount of such reward shall not exceed the amount specified in PCC.</p>
44. Costs of Remedy	<p>The Contract shall repair loss or damage of the Works or supplies putting into use for the Works from the Commencement date until the expiry date of Defects Notification Period and bear all the costs of such repair if such loss or damage occurs due to the actions or negligence of the Contractor.</p>
E. Contract Termination	
45. Acceptance	<p>The acceptance of the Works upon completion shall be coordinated among the Contractor, the PMU and the Engineer (Construction Supervision Consultant Unit) to organize the trial operation for at least 30 days; the Contractor must be responsible to complete the repair and remedy of errors (if any). The PMU will organize the pre-acceptance test in accordance with the existing specialized construction law after the Contractor completes the as-built dossier as prescribed and is inspected and consented by the Department of Construction of Binh Thuan province. Minutes of Acceptance must be signed by representatives of the PMU, the Engineer (Construction Supervision Consultant Unit) and the Contractor</p>
46. Completion	<p>The Contractor shall ask the PMU for the issuance of Certificate of completion of the works and the PMU shall issue this Certificate after verifying the completion of the Works and being organized the pre-acceptance test.</p>
47. Handover	<p>The PMU shall take over the construction site and the Works according to the time specified in PCC after the Contractor receives Minutes of Acceptance of the Works.</p>
48. As-built Drawings, Operation Manual	<p>48.1. The Contractor shall complete and submit to the PMU As-built drawings under current law, and Equipment Operation and Installation Manual (if any) on the specific day stated in PCC.</p> <p>48.2. If the Contractor fails to submit As-built drawings or</p>

	<p>Equipment Operation and Installation Manual on the specific day stated in PCC or the PMU does not approve such documents, the PMU will retain an amount as stipulated in PCC from payment amount due to the Contractor.</p>
<p>49. Settlement and confirm to end the warranty period</p>	<p>The contractor must be responsible to fully complete the finalization dossier of the completed works according to the Vietnamese Government's regulations on investment management for construction works; the Contractor shall provide the PMU with a detailed statement of the amount requested to be paid under the Contract before the end of the Warranty Period. The PMU shall issue a certificate of ending the warranty period to the contractor within 12 months from the date of hand-over of the completed works for putting in using and the Contractor has repaired all defects during the warranty period. The PMU will confirm the results of the final settlement of the works to the Contractor within 15 (fifteen) days from the date of approval of the final settlement by the competent authorities.</p>
<p>50. Contract Termination</p>	<p>50.1. The PMU or the Contractor may terminate the Contract if the other party conducts any fundamental violations of the Contract.</p> <p>50.2. Fundamental violations against the Contract include, but not limited to the following circumstances:</p> <ul style="list-style-type: none"> a) The Contractor suspends the construction for 28 days without specifying such suspension time in approved Detailed Construction Schedule construction and without permission of the PMU; b) The PMU requires the Contractor to delay the progress of the Work and fails to revoke such request within 28 days since the date of issuing the Letter to request the Contractor to delay the progress; c) The PMU or the Contractor goes bankrupt or has to liquidate assets for restructuring or merger; d) The Contractor has submitted a written request for payment for the amount of completed work items which has been accepted under the provisions but the PMU fails to make the payment within 28 days after the Contractor submits Request for payment; e) The Contractor fails to remedy any defects which may affect the progress and quality of the Work within the specific period requested by the Employer; f) The Contractor fails to maintain the validity of Advance Payment Security and Performance Security as prescribed;

	<p>g) The Contractor delays the completion of the Works and the amount of fine is equivalent to the maximum amount stipulated for Contract violation penalty;</p> <p>h) There are obvious evidences that the Contractor has violated any of prohibited acts prescribed in Article 89 of the Law on Bidding No. 43/2013/QH13 in the bidding process or during the execution of the Contract.</p> <p>50.3. If the Contractor violates the Contract due to any reasons other than the circumstances listed in Item 48.2 of GCC mentioned above, the PMU shall decide whether it is a fundamental breach of the Contract or not.</p> <p>50.4. In case of Contract termination, the Contractor shall stop all activities immediately, ensure the safety of the Site and leave the Site as soon as possible</p>
<p>51. Payments upon Contract Termination</p>	<p>If the contract is terminated due to the fault of the Contractor specified in Clause 50 of GCC, the PMU shall prepare Minutes to confirm the value of completed works, and purchased materials minus the advance payment received by the Contractor. If Advance payment amount is higher than the value of completed works and purchased materials, the Contractor shall be responsible for refunding the differential amount to the PMU. Otherwise, the PMU is responsible for paying the Contractor and deducting the percentage rate applied to the value of unfinished work, as specified in PCC.</p> <p>51.2. If the contract is terminated due to the fault of the PMU specified in Clause 50 of GCC or Force majeure, the PMU shall prepare Minutes to confirm the amount of completed works, purchased materials, reasonable costs for demobilization of machinery and equipment and repatriation of personnel that the Contractor hired for the implementation of the Works and the expenses spent by the Contractor for protection of the Works, minus the advance payment received by the Contractor. The PMU is responsible for making payments to the differential amount.</p>
<p>52. Property</p>	<p>All Materials on Site, Plants, Equipment, Temporary Works, and Works will remain the property of the PMU if the contract is terminated due to the fault of the Contractor.</p>
<p>53. Contract termination due to Force Majeure</p>	<p>If the Contract performance is suspended due to Force majeure event, the PMU shall certify the Contract termination due to force majeure. The Contractor shall ensure the safety of the Site and stop work as soon as possible after receiving a certificate of the PMU; The Contractor shall be paid for all completed works before certifying that the contract is</p>

	terminated due to force majeure.
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Chapter VIII. PARTICULAR CONDITIONS OF THE CONTRACT

Unless otherwise stated, the Procuring Entity shall fill in all information required in **Particular Conditions of the Contract (PCC)** before issuing Bidding Documents.

A. General Provisions	
PCC 1.4	<p>Project Management Unit: Project Management Unit of Binh Thuan Water Sector Project.</p> <p>No. 61, Cao Thang street, Phan Thiet city, Binh Thuan province, Vietnam.</p> <p>Account No:</p> <p>Tax code:</p> <p>Tel: +84.0252.3833710</p> <p>Email: vanthao_ttn@yahoo.com.vn</p>
PCC 1.6	<p>The Works include:</p> <ul style="list-style-type: none"> - Name of Project: Binh Thuan Water Sector Project; - Name of Subproject: Clean Water Supply System in Ham Thuan Bac district; - Name of the Procurement Package: Procurement Package No. 8: Execution of the whole construction and installation, and equipment of the Subproject of Clean Water Supply System in Ham Thuan Bac district (including insurance costs); <p>The Works include:</p> <ul style="list-style-type: none"> - Water treatment station with capacity $Q = 10,000 \text{ m}^3 / \text{day}$: + Pumping station level I: Construction area is 42.24 m^2; + Water intake pipe through the dam: HDPE D400, L = 280m and attached accessories; + Mixing tank, reaction tank, sedimentation tank: Construction area is 203.505 m^2; + Quick filter tank: construction area is 209.814 m^2; + Chemical house - disinfection: construction area is 167.56 m^2 (ground house); + Clean water tank $3,000 \text{ m}^3$: The tank size (28.85 x 28.85 x 5.65) m; + Pumping station level II: Construction area is 157.2 m^2; underground tank size (15.7 x 6.9 x 2.9) m; + Executive house + experiment: construction area is 121.94 m^2 (ground house); + Warehouse: construction area is 203.58 m^2 (ground house);

+ Technical pipeline, water supply and drainage:
 Technical pipeline: diameter D21 ÷ D630, L = 1,278.5 m.
 Rainwater drainage system: diameter D300 ÷ D400, L = 751.4 m.

Valve hole and flow meter pit.

+ Leveling, fencing, internal roads:

+ Parking house: construction area is 42.3m²;

+ Sludge treatment cluster:
 Sludge treatment tank: Construction area is 854.4m².
 Mud compression tank: Construction area is 29.2 m².
 House for drying mud: construction area 79.36m² (ground house).

+ Lighting system: Arranging light poles with 8m in height, mounting high pressure lamps.

Lake is used for temporary sedimentation: Area of excavation and leveling the lake bottom to high level +62.00: 27,058.13m²;

- Station for booster pump and transaction of Thuan Hoa commune:
 + Booster pump station: construction area is 135.2m²;
 + Yard - gate - fence: yard area + internal road is 439.7m²; length of fence is 165.695m.
 + Yard - gate – fence of Pressure balance tank: yard area + internal road is 176.0m²; length of fence is 110.0m.
 + Parking house: construction area is 42.3m²;
 + Technical pipeline: diameter D400, L = 63m; manhole: 5 pieces
 + Pressure balance tank: construction area of 72,25m²;
 + 500m³ clean water tank: construction area is 176.89m².
 - Station for booster pump and transaction of Ham Liem commune:
 + Leveling, fencing, internal roads:
 + Booster pump station: construction area is 135.3m² (ground house).
 + A tank of booster pump station: construction area of 176,89m²;
 + Parking house: construction area is 42.3m²;
 - Water supply network: plastic pipes, diameters D110 ÷ D400, L = 112,320m and attached accessories
 - Transaction station of Ham Duc commune
 + Road to the station: The length of the road to the station is

	<p>200.0m, the road surface width is 9m;</p> <ul style="list-style-type: none"> + Transaction station: construction area of 106.8m² (ground house); + Ground leveling - fence gate: length of 156.22m. + Parking house: construction area is 42.3m²; + Rain water culvert: Centrifugal concrete culvert D300, L = 58m. - Attached equipment - Items of medium voltage transmission lines and 22 / 0.4kV transformer stations: <ul style="list-style-type: none"> + Water treatment plant 10,000m³ / day: Medium and low voltage transmission lines and transformer station of 560 KVA-22 / 0.4kV. + Booster pump station in Thuan Hoa commune:: Medium and low voltage transmission lines and transformer station of 100 KVA-22/0,4kV + Booster pump station in Ham Liem commune:: Medium and low voltage transmission lines and transformer station of 100 KVA-22/0,4kV <p>* In addition, there are attached equipment</p>
PCC 1.8	<p>The construction site is located at the communes: Ham Tri, Ham Phu, Thuan Hoa, Thuan Minh, Ham Chinh, Ham Liem, Ham Hiep, Ham Thang, Ham Duc, Hong Son, Hong Liem and two towns: Ma Lam, Phu Long belonging to Ham Thuan Bac district; and identified in the drawing No. <i>[insert the reference number]</i></p>
PCC 1.13	<p>Completion Date for the entire Works is 450 days since the commencement</p> <p>In which: the completion time from the commencement date is specified as follows:</p> <ul style="list-style-type: none"> A water plant with a capacity of 10,000 m³ / day; (including raw water reservoirs and water collection systems, raw water pipelines at sub-dam 01 - Song Quao reservoir): 300 days; Trans-shipment pipelines from the water plant along the National Highway No.1, Highway No.28 and the booster pumping stations and transactions: 350 days; A pipeline from a booster pumping station to a pressure balance tank in Thuan Hoa commune: 400 days; Other items: 450 days.
PCC 1.14	<p>Commencement date is the date of the construction commencement notice of the PMU.</p>

PCC 1.15	The Contractor is: <i>[insert name, address, bank account address, tax code, telephone number, facsimile number, email address of the Contractor]</i> .
PCC 1.24	The Engineer (Supervision Consultant) is: The Contractor-NIBT Association.
PCC 2.8	The following documents constitute an integral part of the Contracts: <ol style="list-style-type: none"> 1. Contract Agreement; 2. Letter of Acceptance; 3. The Bids; 4. Particular Conditions of the Contract; 5. General Conditions of the Contract, including attached appendix; 6. Technical Specifications; 7. Drawings; 8. Description of the Works stipulated in Price Schedule; 9. Other documents (if any).
PCC 4	The PMU assign the whole or any part of its obligations to the other person: Not applicable
PCC 5	<p>Form of Performance Security: the Contractor is required to provide Performance Security by Bank guarantee issued by a Bank or a financial institution legally operating in Vietnam or in Italy using the Form No. 22 Chapter IX – Contract Forms or by Cheque Deposit with the amount of equivalent to 10% of the contract price.</p> <p>- Validity of Performance Security is: Performance Security takes effects from the Effective date of the Contract until date__month__year__</p> <p>The Employer shall release Performance Security to the Contractor right after or no later than 7 days since the acceptance and handover date of the Works and after the Contractor starts its warranty obligations as prescribed.</p>
PCC 7.1	List of subcontractors: <i>[insert names of subcontractors consistent with the list of subcontractors proposed in the Bids]</i> .
PCC 7.2	The amount of the Works performed by subcontractors shall not exceed: 30% Contract Price.
PCC 7.4	Specify other necessary requirements on subcontractors.
PCC 14	The insurance requirements comply with Decree No. 119/2015/ND-CP dated November 13th, 2015 of the Government and Circular 329/2016/TT-BTC dated December 26th, 2016 of the Ministry of Finance, specifically as follows:

	<p>(a) For the PMU: For loss or damage to the works, factories and materials, equipment and property related to the contract: 100% of the Contract Price.</p> <p>(b) For bidders: In case of injury or death to contractor's employees and others: VND 100 million/case.</p> <p>* Amount of deduction: According to the agreement between the insurer and the PMU, the contractor which is suitable for the current level.</p> <p>* The Contractor is responsible for purchasing insurance and submitting to the PMU a notarized copy of the insurance purchase as prescribed above before starting the work.</p>
PCC 15	Construction Site Data includes: <i>Topographic survey report and geological survey report of the works</i>
PCC 18	Date of receipt and possession of the Site: <i>7 days after the contract enters into force.</i>
PCC 21.2	<p>Time for Mediation: In case there is a dispute arising during the performance of the contract, the parties will try to negotiate for settlement by conciliation.</p> <p>Dispute Resolution: If the negotiations are not effective, within 20 days from the date of disputes, the parties will submit the petition to the Economic Court of the People's Court of Binh Thuan province for settlement. The decision of the Court is final and binding on the parties.</p> <p><i>Economic Court of the People's Court of Binh Thuan province.</i></p> <p>Address: No.16, Nguyen Tat Thanh Street, Phan Thiet city, Binh Thuan province, Vietnam</p>
B. Time Management	
PCC 22	<ul style="list-style-type: none"> - Commencement date: Not later than 30 days from the Date of receipt and possession of the Site. - Expected Completion date: 450 days since the commencement date. (not including the time for trial operation and pre-acceptance organization). - The date of submission of the entire dossier of the works' final settlement is within 60 days from the date of completion.
PCC 23.1	The Contract shall submit Detailed Construction Schedule to the Employer within 20 days since the date of signing the Contract.

PCC 23.3	<ul style="list-style-type: none"> - Time to update Detailed Construction Schedule: within 10 days since the PMU agreed to adjust. - Retention amount if delaying to submit the updated Detailed Construction Schedule: 10% (ten percent) of the value of the next payment.
PCC 23.5	<ul style="list-style-type: none"> - Retention amount due to late submission of monthly reports: 5% (five percent) of the value of the next payment.
PCC 24.3	Other circumstances: <i>[specify the circumstances eligible to extend Time to Completion of Contract (if any)]</i>
C. Quality Control	
PCC 27.2	Supplies, machinery and equipment: Contractors shall have to contract with independent testing units to inspect and verify the quality of construction supplies, machinery and equipment of the works.
D. Cost Control	
PCC 33	Contract Type: Lump-sum Contract
PCC 34.1	Contract Price: <i>[insert Contract price according to the total accepted amount stipulated in Letter of Acceptance and Contract Award]</i>
PCC 35	The contract price is fixed, firm and non-revisable except for the case stated in Clause 40 PCC below.
PCC 36.1	<ul style="list-style-type: none"> - Advance Payment: 15% contract value - Advance Payment time: within 35 days of receiving the advance guarantee with the equivalent amount from the bank.
PCC 37.1	<ol style="list-style-type: none"> 1) Each contract signed between the Employer and the Contractor will be sent by the Employer to AICS. 2) After having verified the compliance of the contract with the tender documentation, AICS will send to CDP the authorization for the insertion of the contract in the credit line. 3) Upon receipt of such authorization CDP will complete the inquiry concerning the Contractor. The successful result of such inquiry and the receiving of the request of contract financing from the Borrower, will cause the allocation and financing of contract. 4) CDP will begin to make payments to the contractor regarding the contract, after having received from the contractor the single requests of disbursement including contractual documentation (invoices, bill of lading..) and having verified its conformity to the same contract; (The request of disbursement shall be send in copy to the Borrower).

PCC 37.12	Payment currency is EURO.
PCC 38	<p>PMU and the Contractor shall determine the taxes, duties for each payment. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of Clause 40 PCC (Contract Amendment and Supplement).</p> <p>Bidders need to study Circular 103/2014/TT-BTC dated August 6, 2014 of the Ministry of Finance or current regulations of Vietnam (in case of adjustment or replacement of the above circular) to calculate and pay tax according to regulations.</p>
PCC 39.1	Retention amount from payment amount is: 10%
PCC 40	<p>Modifications of works contracts shall be effective upon prior authorization of AICS, which may only be granted in the following cases:</p> <ul style="list-style-type: none"> - modifications of applicable laws and regulations; - unforeseen and unforeseeable circumstances, including the implementation of new materials, components or technology not available when the project was made, provided that the modifications improve the quality of the performance without altering the initial project; - events related to the specific nature of the contract activities which occur during the contract execution; - geological problems not predictable in the executive project; - errors or omissions of the project which prevent the implementation of the contract; in this case, the engineering consultants are responsible for the damages; - unless otherwise provided, the above-mentioned modifications may not increase or reduce the total contract amount beyond 20%;
PCC 43.1	<p>Penalty:</p> <ul style="list-style-type: none"> - The contractor breaching the construction schedule of the contract will be fined 1% (one percent) of the contract value for the delay of completion according to the provisions of the contract for the first month and 2% (two percent) per month for the following months. - The contractor will be fined 1% of the Contract value for each month of delay in completion time of the as-built document and final settlement of the work in accordance with clause 22 of the GCC. <p>The total fine for breach of contract performance shall not exceed 12% of the contract value.</p>

PCC 43.2	Penalty rate: Not applicable.
PCC 43.3	Reward: Not applicable.
	E. Contract Termination
PCC 47	<p>Time to Handover of the Works: Immediately after completion of the works and checked by the Department of Construction of Binh Thuan province and agreed to proceed to the acceptance and put the works into use.</p> <p>After completing the construction works, the Contractor shall carry out to tidy up and clean up the entire construction site and appoint technical staffs to coordinate with the PMU to conduct the test and temporary commissioning within 30 days before handing over to the PMU and the use unit.</p>
PCC 48.1	Time to Submission of As-built drawings and Operation Manual: at least 30 days from the handover date.
PCC 48.2	Retention: 5% contract value
PCC 51.1	The percentage applied to the value of work not completed, equivalent to the costs incurred by the PMU to continue completing the Works is: 20% (twenty percent).

CHAPTER IX. CONTRACT FORMS

This Chapter consists of all contract forms that shall constitute an integral part of the Contract after filling all information. Form of Performance Security and Advance Payment Security shall be filled and completed by the successful bidder after winning the tender.

LETTER OF ACCEPTANCE

_____, date ____ month ____ year ____

To: *[insert name and address of the successful Bidder, hereinafter referred to as “the Bidder”]*

Subject: *Letter of Acceptance of the Bids and Award of Contract*

Pursuant to Decision No.____ date____ month____year____ of the Employer *[insert name of the Employer, hereinafter referred to as “The Employer”]* on Approval of bidder selection results for contract package *[insert name and number of the contract package]*, the procuring entity *[insert name of the procuring entity, hereinafter referred to as “The procuring entity”]* would like to inform that the Employer has accepted your Bids and awarded the Contract to the Bidder to execute the contract package *[insert name and number of the contract package. If the contract package is divided into several independent components, insert name and number of package components to be awarded to the Bidder]* with the Contract price of ____ *[insert the awarded contract prices stipulated in Decision on Approval of bidder selection results]* and Contract performing duration of ____ *[insert the time for contract performance as stipulated in Decision on Approval of bidder selection results]*.

We kindly request legal representative of the Bidder to finalize and sign the Contract with The Employer, the procuring entity according to the following schedule:

- Time to finalize Contract documents: *[insert Time to finalize Contract documents]*, Location to finalize Contract documents *[insert Location to finalize Contract documents]*;

- Time to sign Contract documents: *[insert Time to sign Contract documents]*; Location to sign Contract documents *[insert Location to sign Contract documents]*, attached with Contract Draft.

The Bidder is kindly requested to prepare Performance Security according to Form 22 Chapter VIII – Contract Forms of Bidding Documents with total amount of ____ and validity until____ *[insert the amount and validity of Performance Security as stipulated in Section 5 Chapter VII – Particular Conditions of the Contract in Bidding Documents]*.

This Letter of Acceptance is an integral part of the contract documents. After receiving this Letter, the Bidder shall deliver a written consent to finalize and sign the contracts and provide Performance Security of the Contract in accordance with the above requirements, in which the Bidder undertakes that its current capacity still meet the requirements outlined in the bidding documents. The Employer shall refuse to finalize and sign a contract with the Bidder in case of detecting its current capacity does not meet the requirements to execute the contract package.

Until date___ month___year___ [*based on scope of works and the nature of the contract package to specify the final deadline to submit Performance Security and finalize and sign the Contract but no later than 28 days, since the date of issuing Letter of Acceptance of the Bids and Award of Contract*], if the Bidder fails to finalize and sign the Contract or refuses to finalize and sign the Contract or fails to submit Performance Security according to the mentioned requirements, the Bidder shall be eliminated and Bid Security shall not be released to the Bidder.

Legal representative of the procuring entity

[insert name, title, signature and stamp]

Attached document: Draft of Contract

CONTRACT⁽¹⁾

_____, date ____ month ____ year ____

Contract No.: _____

Package: _____ [insert name of the contract package]

Under the Project: _____ [insert name of the Project]

Pursuant to Civil Code No. 33/2005/QH11 dated June 14, 2005 of National Assembly;

Pursuant to Law on Bidding No. 43/2013/QH13 dated November 26, 2013 of National Assembly;

Pursuant to Law on Construction No. 50/2014/QH13 dated June 18, 2014 of National Assembly;

Pursuant to Decree No. 63/2014/ND-CP dated June 26, 2014 of the Government Detailing the implementation of several provisions of the Law on Bidding;

Pursuant to⁽²⁾ _____

Pursuant to Decision No. ____ date ____ month ____ year ____ of ____ on Approval of Bidder selection results for the contract package ____ [Insert name of the package] and Letter of Acceptance No. ____ date ____ month ____ year ____ of the procuring entity;

Pursuant to Letter No. ____ date ____ month ____ year ____ of ____ on Letter of Acceptance of Bids and Award of Contract,

We, representatives of the contracting parties, include:

The Employer (hereinafter referred to as Party A)

Name of the Employer: [insert name of the Employer]

Address:

Telephone:

Fax:

E-mail:

Bank Account No.:

Tax Code:

Represented by:

Title:

Power of Attorney to sign the Contract No. ____ date ____ month ____ year ____
(in case of authorization).

The Contractor⁽³⁾ (hereinafter referred to as Party B)

Name of the Contractor: [insert name of the successful bidder]

Address:

Telephone:

Fax:

E-mail:

Bank Account No.:

Tax Code:

Represented by:

Title:

Power of Attorney to sign the Contract No. ____ date ____ month ____ year ____
(in case of authorization).

Both parties agree to enter into a contract for construction and installation with the following contents:

Article 1. Contract Subject

Party A agrees for Party B to carry out the construction and installation of the Works according to the design.

Article 2. Contract Documents

Contract Documents and legal priority order are as follows:

10. Contract Agreement;
11. Letter of Acceptance;
12. The Bids;
13. Particular Conditions of the Contract;
14. General Conditions of the Contract, including attached appendix;
15. Technical Specifications;
16. Drawings;
17. Description of the Works stipulated in Price Schedule;
18. Other documents (if any).

Article 3. Responsibilities of the Contractor

The Contractor undertakes to carry out the construction in accordance with the design and commits to fulfill all of its obligations and responsibilities stipulated in General conditions and Particular Conditions of the Contract.

Article 4. Responsibilities of the Employer

The Employer commits to pay the Contractor according to the Contract price and payment method Carry forward to in Article 5 of this Contract as well as fulfill all of its obligations and responsibilities stipulated in General conditions and Particular Conditions of the Contract.

Article 5. Contract Price and Payment Method

1. Contract Price: _____ *[insert the amount in numbers, in words and in contractual currency]. This Contract Price does not include non-income / non-profit taxes (including VAT) and import duties imposed on the works, services and equipment proived by the Contractor under the Contract in Vietnam, but include the Corporate Income Tax (CIT) to be payable by the Contractor under this Contract.*

2. Payment Method: Payment is made according to the method stated in Particular conditions of the contract as stipulated in Item 37.1 **PCC**.

Article 6. Type of Contract: Lump sum

Article 7. Adjustment of the contract price and adjust the contract volume

Adjusting the contract price and adjusting the contract volume according to the Particular Conditions of the Contract (Item 35 PCC)

Article 8. Contract performing duration:

[Insert Contract performing duration consistent with Item 1.3 BDS, the Bids and the results of Contract Negotiation and finalization between two parties].

Article 9. Contract Validity

1. The Contract takes effect since ____ [*specify Effective date of the Contract*].
2. The Contract ceases to be effective after the two parties proceed to liquidate the Contract as prescribed.

The Contract is made into ____ copies, the Employer keeps ____ copies, and the Contractor keeps ____ copies, with the same legal value.

**LEGAL REPRESENTATIVE OF
THE CONTRACTOR⁽⁴⁾**

**LEGAL REPRESENTATIVE OF THE
EMPLOYER**

[insert name, title, signature and stamp]

[insert name, title, signature and stamp]

Note:

(1) Based on the nature and requirements of the contract package, the content of this form may be adjusted or supplemented accordingly.

(2) It is required to update legal documents currently in force in relation to the Contract.

(3), (4) In case of Joint Venture Contractor, the Contract shall include information of all members of the Joint Venture. Legal representatives of every members of such Joint Venture shall sign and stamp into the Contract.

PERFORMANCE SECURITY ⁽¹⁾

_____, date ____ month ____ year ____
 To: _____ [*insert name of the Employer*]
 (Hereinafter referred to as the Employer)

At the request of ____ [*insert name of the Contractor*] (hereinafter referred to as the Contractor), that is the successful bidder of contract package ____ [*insert name of the package*] and commits to sign the construction contract for the mentioned package (hereinafter referred to as the Contract); ⁽²⁾

According to the provisions in Bidding Documents (*or the Contract*), the Contract shall deliver the Employer a Bank guarantee with a certain amount to guarantee its obligations and responsibilities in the performance of the Contract;

We, ____ [*insert name of the Bank*] in ____ [*insert the country or territories*] with registered headquarter at ____ [*insert the address of the Bank* ⁽³⁾] (hereinafter referred to as “the Bank”), hereby undertake to guarantee the Contract execution of the Contractor with the total amount of ____ [*insert the amount in numbers, in words and in contractual currency as regulated in Section 5 PCC*]. We hereby irrevocably and unconditionally undertake to pay the Employer any sum or sums not exceeding in total an amount of ____ [*insert the guarantee value*] as aforementioned, upon receipt of the Employer’s written statement stating that the Contractor is in breach of its obligation under the Contract during the validity of such Performance Security.

This Guarantee takes effects since the date of issuance until date ____ month ____ year ____.⁽⁴⁾

Legal representative of the Bank

[*Insert name, title, signature and stamp*]

Note:

(1) Only applicable if Performance Security of the Contract is in the form of Letter of Guarantee issued by a bank or financial institution

(2) If the Bank requires signed contract to issue Performance Security, the procuring entity shall report to the Employer for consideration and final decision. Under such circumstances, the above text may be revised as follows:

“At the request of ____ [*insert name of the Contractor*] (hereinafter referred to as the Contractor), the successful bidder of contract package ____ [*insert name of the package*] who has signed the contract No. [*insert the number of the Contract*] date ____ month ____ year ____ (hereinafter referred to as the Contract).”

(3) Address of the Bank: specify the address, Telephone number, facsimile number, email address for contact.

(4) Specify the validity in accordance with the requirements stipulated in Section 5 PCC.

ADVANCE PAYMENT SECURITY ⁽¹⁾

_____, date ____ month ____ year ____
 To: _____ *[insert name of the Employer]*

(Hereinafter referred to as the Employer)

[Insert name and number of the Contract]

According to the conditions of advance payment stipulated in Particular conditions of the Contract, ____ *[insert name and address of the Contractor]* (hereinafter referred to as the Contractor) shall submit to the PMU a Bank guarantee to ensure the Contractor uses the advance payment amount of ____ *[insert the amount in numbers, in words and in contractual currency]* for the right purpose of executing the Contract;

We, ____ *[insert name of the Bank]* in ____ *[insert the country or territories]* with registered headquarter at ____ *[insert the address of the Bank* ⁽²⁾ (hereinafter referred to as “the Bank”), hereby irrevocably and unconditionally undertake to pay the PMU any sum or sums not exceeding in total an amount of ____ *[insert the amount in numbers, in words and in contractual currency as stipulated in Clause 36 PCC]* upon receipt of the PMU’s demand without the Contractor’s prior consent.

In addition, we acknowledge that any changes, supplements or adjustments to the conditions of the contract or of any document relating to the contract signed by and between the Contractor and the PMU shall not release any of our obligations under this Guarantee.

The total amount of this Guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in interim payment certificates Carry forward to in Clause 36 PCC of the Contract upon receipt by us of the confirmation letter of the PMU on the total amount refunded in interim payment provided by the Contractor.

This guarantee takes effects since the Contractor receives the advance payment under the Contract until date ____ month ____ year ____ ⁽³⁾ or until the PMU recovers total amount of advance payment, whichever date is earlier.

Legal representative of the Bank

[Insert name, title, signature and stamp]

Note:

(1) Based on particular conditions of the contract package to specify consistent provisions in accordance with the requirements in Section 36.1 PCC.

(2) Address of the Bank: specify the address, Telephone number, facsimile number, email address for contact.

(3) The day stipulated in Clause 36 PCC.

APPENDIX OF CONTRACT PRICE SCHEDULE

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

I. Applicable for lump sum contract

This Appendix is made based on the requirements specified in Bidding Documents, Bid Documents and the agreement reached during contract negotiation and finalization stage, including unit price (amount) of every work item. Unit price (amount) of every work item, exclude non-income / non-profit taxes (including VAT) and import duties in Vietnam, but include Corporate income tax (CIT) to be payable by the Contractor under the Contract and included fee and charges (if any) according to the tariff of tax, fee and charge at the time of 28 days before Bid closing date as prescribed and contingency.

The contingency cost includes: Volume of leveling and filling so that the ground and pavements look like the original positions due to being unidentifiable from the design; volume arises due to the problems of the ground that must be changed from excavation by machine to manual digging; volume arises due to confusion in calculation, omission of the volume (if any) and some other arise,....

No.	Content	Unit	Quantity	Unit price		Amount		
				Pre-tax expenses	Taxes, fees of all kinds	Pre-tax expenses	Taxes, fees of all kinds	Total
1								
2								
3								
Bid price (This result is transferred to the Article 5 of the Contract.)								

LEGAL REPRESENTATIVE OF THE CONTRACTOR

LEGAL REPRESENTATIVE OF THE PMU

[insert name, title, signature and stamp]

[insert name, title, signature and stamp]

List of the imported equipment, materials, works and services

The Table below shows the List of the Imported - equipment, materials, works and services, which will be the basis for determination the rate of the Italian Origin - equipment, materials, works and services, and also the basis for determination of the import taxes.

PMU shall, on behalf of the Contractor, will pay import tax imposed by the Vietnam’s law and regulations on these equipment, materials, works and services (if any).

No.	Equipment, materials, works and services	Unit	Quantity	Unit-price (Euro)	Amount (Euro)	Origin
A	Goods, materials	.....	.....	.....	.....	.....
1	.....	.....	.....	.....	.....	.....
2	.....	.....	.....	.....	.....	.....

B	Equipment	.....	.....	.....	.....	.....
1	.....	.....	.....	.....	.....	.....
2	.....	.....	.....	.....	.....	.....

C	Services					
1	.....	.....	.....	.....	.....	.....
2	.....	.....	.....	.....	.....	.....

	Total				.....	.....

(IN **WORDS:**
**EURO)**