

BIDDING DOCUMENTS

Project name: High-End Residential and Resort Tourism Area Project in Thanh Thuy Town and Bao Yen Commune, Thanh Thuy District.

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Bidding Document Preparation

Bid Solicitor

Consultant

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ABSTRACT

PART 1. INVESTOR SELECTION PROCEDURE

Chapter I. Instructions to Investors

This chapter provides information to assist investors in preparing their bids. The information includes regulations on the preparation, submission of bids, bid opening, evaluation of bids, and contract awarding.

Chapter II. Data Sheet

This chapter specifies the contents of Chapter I as applied to each specific project.

Chapter III. Bid Evaluation

This chapter sets out the methods and criteria for evaluating the bids.

Chapter IV. Bid Forms

This chapter includes the forms that investors must complete as part of their bids.

PART 2. PROJECT IMPLEMENTATION REQUIREMENTS

The Bid Solicitor and the Expert Team shall, based on the contents of the decision approving the investment policy for projects subject to investment policy approval, or the document approving the investment project information involving land use for projects not subject to investment policy approval, determine the project implementation requirements.

PART 3. DRAFT CONTRACT AND CONTRACT FORMS

This section includes the contents of the draft contract and the forms which, once finalized, will become an integral part of the contract.

ABBREVIATIONS

BDL	Data Sheet
CDNDT	Instructions to Investors
System	National Bidding Network System
HSDT	Bids
HSMT	Bidding Documents
Law on Bidding	Law on Bidding No. 22/2023/QH15 dated June 23, 2023
Decree No. 115/2024/ND-CP	Decree No. 115/2024/ND-CP dated September 16, 2024, issued by the Government, detailing certain articles and implementing measures of the Law on Bidding regarding investor selection for investment projects involving land use.

PART 1. INVESTOR SELECTION PROCEDURE
CHAPTER I. INSTRUCTIONS TO INVESTORS

1. Investor Selection	<p>1.1. The bid solicitor with the name and address specified in the Data Sheet invites interested investors to submit their bids for the project described in Part 2 - Project Implementation Requirements.</p> <p>1.2. The total investment capital of the project is specified in the Data Sheet.</p> <p>1.3. Requirements for investors' equity capital and loans are specified in the Data Sheet.</p> <p>1.4. Basic information about the project is specified in the Data Sheet.</p>
2. Prohibited Acts in Bidding	<p>Prohibited acts in bidding include those specified in Article 16 of the Law on Bidding.</p>
3. Eligibility of Investors	<p>Independent investors or each member of a joint venture are considered eligible when meeting the following conditions:</p> <p>3.1. For Domestic Investors: An enterprise, cooperative, union of cooperatives, cooperative group, public non-business unit, or economic organization with foreign-invested capital registered for establishment and operation in accordance with the laws of Vietnam. For foreign investors: registered for establishment and operation in accordance with foreign laws.</p> <p>3.2. Independent financial accounting.</p> <p>3.3. Not currently undergoing dissolution procedures or having their enterprise registration certificate, cooperative registration certificate, union of cooperatives registration certificate, or cooperative group registration certificate revoked; not in a state of insolvency as defined by bankruptcy laws.</p> <p>3.4. Listed on the System prior to the approval of investor selection results;</p> <p>3.5. Ensures competition in investor selection as prescribed in Clause 5, Article 6 of the Law on Bidding and Article 5 of Decree No. 115/2024/ND-CP; information on consulting contractors as per the Data Sheet;</p> <p>3.6. Not currently under a ban from participating in bidding under a decision of a competent authority, Minister, head of a ministerial-level agency, government-attached agency, other central agency, or Chairperson of</p>

	<p>the provincial People's Committee as prescribed in Clause 3, Article 87 of the Law on Bidding;</p> <p>3.7. Not currently subject to criminal prosecution;</p> <p>3.8. Belongs to the category eligible for land allocation or lease by the State and meets the conditions for land allocation or lease as prescribed by land law.</p> <p>3.9. Not currently subject to a ban on real estate business activities, or under suspension or termination by court judgment or a decision of a competent state authority in accordance with the law on real estate business (applicable to real estate projects).</p> <p>3.10. Included in the short list in case of a project applying the restricted bidding method.</p>
4. Contents of Bidding Documents	<p>4.1. The Bidding Documents consist of Part 1, Part 2, Part 3, and any amendments or clarifications to the Bidding Documents as specified in Section 7 of these Instructions to Investors (if any), including the following contents:</p> <p>a) Part 1. Investor Selection Procedure</p> <p>Chapter I. Instructions to Investors</p> <p>Chapter II. Data Sheet</p> <p>Chapter III. Bid Evaluation</p> <p>Chapter IV. Bid Forms</p> <p>b) Part 2. Project Implementation Requirements</p> <p>c) Part 3. Draft Contract and Contract Forms</p> <p>4.2. The Invitation for Bids published by the bid solicitor is for informational purposes only and does not form part of the Bidding Documents.</p> <p>4.3. The bid solicitor is not responsible for the inaccuracy or incompleteness of the Bidding Documents, any clarifications, the pre-bid meeting records (if any), or any amendments not issued by the bid solicitor.</p> <p>4.4. Investors must study all instructions, the Data Sheet, forms, project implementation requirements, and other requirements in the Bidding Documents to prepare their Bids.</p>
5. Clarification of Bidding Documents and Pre-Bid Meeting	<p>5.1. In case clarification of the Bidding Documents is needed, the investor shall send a written request for clarification to the bid solicitor via the System (for domestic bidding), or directly to the bid solicitor (for international bidding) for consideration and handling.</p>

	<p>5.2. The minimum time limit for investors to submit a written request for clarification as prescribed in Section 5.1 of these Instructions to Investors is specified in the Data Sheet.</p> <p>5.3. Clarification of the Bidding Documents shall be carried out by the bid solicitor through one of the following forms:</p> <ul style="list-style-type: none"> a) Posting the clarification content on the System; b) If necessary, organizing a pre-bid meeting as prescribed in the Data Sheet to discuss unclear contents in the Bidding Documents. The discussions must be recorded in a clarification record prepared by the bid solicitor and posted on the System. <p>To facilitate the bid solicitor in responding to requests for clarification, investors are encouraged to send their requests before the date of the pre-bid meeting. The pre-bid meeting record must clearly state the investors' questions and the bid solicitor's responses but must not include the names of the investors who raised the questions. The pre-bid meeting records are not considered an amendment to the Bidding Documents. Failure to attend the pre-bid meeting shall not be grounds for disqualification.</p> <p>5.4. The bid solicitor shall provide clarification upon receiving a written request within the specified time limit. The clarification content must be posted on the System within the minimum period specified in the Data Sheet before the bid closing time.</p> <p>5.5. The content of the clarification must not contradict the Bidding Documents already posted on the System. In case clarification leads to a need to amend the Bidding Documents, the bid solicitor shall proceed with such amendments in accordance with the procedures set forth in Section 7 of these Instructions to Investors.</p> <p>5.6. The clarification document shall be considered part of the Bidding Documents.</p>
<p>6. Site Survey</p>	<p>6.1. Investors are allowed to access and survey the project site on the condition that they acknowledge the bid solicitor bears no responsibility for any risks associated with the site survey. Investors shall take full responsibility for their own risks, such as accidents, loss or damage to property, and any other costs arising from the site survey. If necessary, the bid solicitor shall organize and guide the investor in conducting the site survey as stipulated in the Data Sheet.</p>

	6.2. Investors must notify the bid solicitor in advance of any proposal to conduct a site survey.
7. Amendment of Bidding Documents	<p>7.1. In case of amendments to the Bidding Documents after issuance, the bid solicitor must publish the amendment decision along with the revised contents and the amended Bidding Documents on the System. Amendments must be made prior to the bid closing time.</p> <p>The amendment decision is considered part of the Bidding Documents. Investors are responsible for regularly accessing the System to update information on the Bidding Documents.</p> <p>7.2. The time for publishing the amendment decision is specified in the Data Sheet. If the publication timing does not meet the above regulations, the bid solicitor shall extend the bid closing time accordingly to ensure compliance with the time requirements in this Section. The extension is carried out in accordance with the provisions of Section 21.2 of the Investor Guidelines.</p>
8. Bidding Costs	Investors shall bear all costs related to the preparation and submission of their Bids. Under no circumstances shall the bid solicitor be responsible for any costs incurred by the investor in participating in the bidding process.
9. Language of Bids	The Bids and all correspondence and documents related to the Bids exchanged between the investor and the bid solicitor shall be written in the language specified in the Data Sheet .
10. Components of Bids	<p>10.1. The Bids shall include:</p> <ul style="list-style-type: none"> - The Bid Application as specified in Section 11 of these Instructions to Investors; - Documents proving the legal status of the person signing the Bid Application as specified in Section 11 of these Instructions to Investors; - Power of Attorney to sign the Bid Application as per Form No. 02, Chapter IV – Bid Forms; - Joint Venture Agreement as per Form No. 03, Chapter IV – Bid Forms; - Bid security as specified in Section 17 of these Instructions to Investors; - Documents proving the legal status, capacity, and experience of the investor as specified in Section 12 of these Instructions to Investors; - Technical proposal as specified in Section 13 of these

	<p>Instructions to Investors;</p> <p>- Financial proposal and fully completed tables as specified in Section 15 of these Instructions to Investors.</p> <p>10.2. Alternative business investment plan proposals in the Bids as specified in Section 14 of these Instructions to Investors.</p> <p>10.3. Other contents as specified in the Data Sheet.</p>
11. Bid Application	<p>11.1. For an independent investor, the bid application must be signed and stamped (if applicable) by the legal representative of the investor.</p> <p>The legal representative of the investor is either the person authorized by law to represent the investor or an individual authorized by the investor's legal representative.</p> <p>In case the legal representative authorizes a subordinate to sign, a Power of Attorney must be attached using Form No. 02 in Section IV – Bid Forms. If the company's charter or other related documents already assign this responsibility to the subordinate, then such documents must be attached instead (there is no need to prepare the Power of Attorney using Form No. 02 in Section IV – Bid Forms). The original Power of Attorney (prepared according to Form No. 02 in Section IV – Bid Forms) must be submitted to the Bid Solicitor along with the bid application.</p> <p>11.2. For a joint venture of investors, the bid application must be signed and stamped (if applicable) either by the legal representative of each joint venture member or by the member designated to represent the joint venture, as specified in the joint venture agreement detailing the allocation of responsibilities.</p> <p>The legal representative of a joint venture member is either the person authorized by law to represent the member or an individual authorized by the legal representative of the member. In the case of authorization, it shall be carried out in the same manner as for an independent investor, as specified in Section 11.1 of these Instructions to Investors.</p>
12. Documents Proving Eligibility, Capacity, and Experience of Investors	<p>12.1. Documents Proving the Eligibility of the Investor Include:</p> <p>12.2. Documents Proving the Capacity and Experience of the Investor</p> <p>a) The investor's capacity and experience shall be declared</p>

	<p>using Forms No. 06, 07, and 08 in Chapter IV – Bid Forms. If the currency specified in the supporting documents is not the currency required in the Data Sheet, the investor must convert the amounts into the corresponding currency as prescribed in this Section for evaluation purposes. If there is no direct exchange rate between the currencies, the investor shall use an intermediary currency as specified in the Data Sheet for conversion and declaration in the Bids.</p> <p>b) Other documents as specified in the Data Sheet.</p>
13. Technical Proposal Components	In the Bids, the investor must submit a proposal for the business investment plan, including the contents specified in the Data Sheet and any other information required in Chapter IV – Bid Forms.
14. Alternative Business Investment Plan	<p>14.1. The investor is allowed to submit an alternative business investment plan proposal.</p> <p>14.2. The investor must provide all necessary information for the bid solicitor and the expert team to assess the alternative proposal.</p>
15. Financial Proposal Components	<p>15.1. In the Bids, the investor must submit a proposal regarding land use efficiency and the effectiveness of investment in sectoral, industrial, and local development, including the contents specified in the Data Sheet and any other information required in Chapter IV – Bid Forms.</p> <p>15.2. The investor shall be responsible for fulfilling the tasks in accordance with the requirements stated in the Bidding Documents, based on the proposed business investment plan and the values proposed by the investor related to land use efficiency and the effectiveness of investment in sectoral, industrial, and local development in the Bid Application, including:</p> <p>a) The value proposed by the investor regarding land use efficiency in the Bid Application</p>
16. Bid Currency	<p>16.1. The bid currency shall be as specified in the Data Sheet.</p> <p>16.2. For domestic expenses related to the implementation of the investment project involving land use, the investor must submit the bid in Vietnamese Dong.</p> <p>16.3. For overseas expenses related to business investment, the investor may submit the bid in foreign currency or Vietnamese Dong.</p>
17. Bid Security	17.1. When participating in the bidding, the investor must

provide bid security prior to the bid closing time as specified in the **Data Sheet**.

17.2. In the case of a joint venture, bid security must be provided in one of the following two ways:

a) Each joint venture member provides a separate bid security, but the total value must not be less than the amount required in Section 17.1 of these Instructions to Investors. If the bid security of any joint venture member is found to be invalid, the joint venture's Bids will not be considered or further evaluated. In case a member of the joint venture violates the provisions of law, leading to the bid security not being returned as prescribed in Section 17.5 of these Instructions to Investors, the bid security of all members of the joint venture will not be returned;

b) Joint venture's members may agree to designate one member to be responsible for providing the bid security on behalf of itself and the other joint venture's members. In this case, the bid security may include the name of the joint venture or the name of the member responsible for implementing the bid security for the entire joint venture, but the total value must not be lower than the required value as prescribed in Section 17.1 of these Instructions to Investors. In case a member of the joint venture violates legal provisions leading to non-return of the bid security as specified in Section 17.5 of these Instructions to Investors, the bid security of all joint venture members will not be returned.

17.3. The bid security shall be considered valid in accordance with point d, clause 1.2, Section 1, Chapter III – Bid Evaluation.

17.4. If the investor is selected, the bid security shall be returned or released when the contract becomes effective. For unsuccessful investors, the bid security shall be returned or released within the maximum time limit as prescribed in the **Data Sheet**.

17.5. The bid security shall not be returned in the following cases:

a) After the bid closing time and during the validity period of the Bid, the investor withdraws the Bid or submits a written refusal to perform one or more tasks proposed in the Bid as required in the Bidding Documents;

b) The investor commits acts of violation under Article 16 of the Law on Bidding or violates the law on bidding,

	<p>leading to cancellation of the bid as prescribed at points d and d, Section 33.1 of these Instructions to Investors;</p> <p>c) The investor fails to provide the performance security as prescribed in Section 37.1 of these Instructions to Investors;</p> <p>d) The investor fails or refuses to finalize the contract within 15 days for domestic bidding and 30 days for international bidding from the date of receiving the notification of bid award from the bid solicitor, except for force majeure events;</p> <p>d) The investor fails or refuses to sign the contract within 15 days for domestic bidding and 30 days for international bidding from the date of contract finalization, except for force majeure events.</p>
18. Validity Period of Bids	<p>18.1. The Bid must remain valid for no less than the period specified in the Data Sheet. Bids with a shorter validity period shall not be considered or evaluated further.</p> <p>18.2. If necessary, prior to the expiration of the bid validity period, the bid solicitor may request investors to extend the validity of their Bids, and at the same time request investors to extend the validity of their bid security accordingly (by the extended bid validity period plus 30 days). The request for extension and the investor's acceptance or refusal must be made in writing.</p> <p>Investors who agree to the extension request are not allowed to change any content of their Bids.</p>
19. Format and Signing of Bids	<p>19.1. The investor must prepare the Bid including: one (01) original and a number of copies as specified in the Data Sheet.</p> <p>In case of any modification or replacement of the Bid, the investor must prepare one (01) original and the same number of copies as initially submitted.</p> <p>If there is an alternative business investment plan proposal as specified in Section 14 of these Instructions to Investors, the investor must prepare one (01) original and a number of copies as specified in the Data Sheet.</p> <p>19.2. The investor is responsible for ensuring consistency between the original and the copies. If there is any discrepancy between the original and the copies that does not affect the investor's ranking, the original shall prevail for evaluation. However, if discrepancies between the original and the copies lead to different evaluation results that affect the investor's ranking, the Bid shall be disqualified.</p>

	<p>19.3. The original Bid must be typed and all pages must be numbered in consecutive order. The Bid Application, any supplementary or clarification documents (if any), and all other forms required under Chapter IV – Bid Forms must be signed by the investor’s legal representative and sealed (if applicable).</p> <p>19.4. In the case of a joint venture, the documents listed in Section 10.1 of these Instructions to Investors must be signed and sealed (if applicable) either by the legal representatives of all members or by the authorized representative as assigned in the joint venture agreement.</p> <p>19.5. Any added, inserted, erased, or overwritten text shall only be considered valid if it bears the signature beside or on the relevant page of the person who signed the Bid Application.</p>
<p>20. Sealing and Marking of Bids</p>	<p>20.1. The outer envelope and the cover page of the corresponding documents must be clearly marked “ORIGINAL BID.”</p> <p>In case the investor modifies or replaces the Bid, the modified or replacement documents must be placed in separate envelopes. The outer envelope and the cover page of these documents must be clearly marked “MODIFIED BID” or “REPLACEMENT BID,” and the original and copies must be clearly identified.</p> <p>The envelopes containing the Bid, Modified Bid, and Replacement Bid must be sealed. The sealing method shall follow the investor’s own procedure.</p> <p>20.2. The envelopes must clearly state the following information:</p> <ul style="list-style-type: none"> a) Name and address of the investor; b) Recipient’s name, which is the name of the bid solicitor as specified in Section 1.1 of these Instructions to Investors; c) Project name as specified in Section 1.4 of these Instructions to Investors; d) The warning: “Do not open before bid opening time” must be clearly written on the envelopes of the Bid, Modified Bid, and Replacement Bid (if any). <p>20.3. If the Bid includes multiple documents, the investor shall package all materials in a manner that facilitates receipt and safekeeping by the bid solicitor, ensuring the</p>

	<p>integrity of the Bid and avoiding loss or misplacement.</p> <p>20.4. The investor shall bear responsibility for any consequences or disadvantages resulting from failure to comply with these requirements, such as unsealed or improperly sealed Bids during delivery to the bid solicitor, or failure to properly label the Bid envelopes as instructed in Sections 20.1 and 20.2 of these Instructions to Investors. The bid solicitor shall not be responsible for maintaining the confidentiality of the Bid if the investor fails to comply with the above requirements.</p>
21. Bid Closing Time	<p>21.1. The investor shall submit the Bid directly or send it to the address of the bid solicitor as specified in Section 1.1 of these Instructions to Investors, ensuring that it is received by the bid solicitor before the bid closing time specified in the Data Sheet. The bid solicitor shall accept Bids from all investors submitted before the bid closing time and manage the documents as confidential until the results of investor selection are publicly announced. Under no circumstances shall information in one investor's Bid be disclosed to another investor, except for information made public during the bid opening. If the investor has not yet purchased the Bidding Documents, they must pay the bid solicitor an amount equal to the selling price specified in the Data Sheet before their Bid is accepted.</p> <p>21.2. The bid solicitor may extend the bid closing time in case of amendments to the Bidding Documents as provided in Section 7.2 of these Instructions to Investors. When the bid closing time is extended, all responsibilities of the bid solicitor and the investors with respect to the previous closing time shall be adjusted according to the new extended closing time.</p> <p>21.3. When extending the bid closing time, the bid solicitor shall post a notice of extension along with the decision approving the extension on the System. The extension notice must clearly state the reason for the extension and the new bid closing time.</p> <p>During the extension period, investors who have already submitted their Bids may retrieve them for modification or supplementation. If the investor does not retrieve or chooses not to retrieve the Bid, the bid solicitor shall manage the Bid as a confidential document.</p>
22. Late	Bids or documents submitted by the investor to the bid

Submission of Bids	solicitor after the bid closing time shall be deemed invalid, shall not be opened, and shall be rejected, except for clarification documents requested by the bid solicitor or documents clarifying or supplementing proof of eligibility, capacity, and experience of the investor. Bids or documents submitted after the bid closing time shall be returned to the investor in their original condition.
23. Amendment, Replacement, or Withdrawal of Bids	<p>23.1. After submitting the Bid, the investor may amend, replace, or withdraw the Bid by sending a written request signed by the investor's legal representative and sealed (if applicable) to the bid solicitor. The investor must attach documents as required in Section 11 of these Instructions to Investors to prove the legal status of the person signing the request for amendment, replacement, or withdrawal of the Bid.</p> <p>23.2. The amended or replacement Bid must be submitted together with the written request for amendment or replacement and must satisfy the following conditions:</p> <ul style="list-style-type: none"> a) Prepared and submitted by the investor in accordance with Sections 19 and 20 of these Instructions to Investors; b) Received by the bid solicitor before the bid closing time as specified in Section 21 of these Instructions to Investors. <p>23.3. The Bid Withdrawal Request Letter must be received by the bid solicitor before the bid closing time as specified in Section 21 of these Instructions to Investors. The Bid requested for withdrawal shall be returned to the investor.</p>
24. Information confidentiality	<p>24.1. The bid solicitor shall receive and manage submitted Bids in accordance with confidential document handling procedures until the results of investor selection are publicly announced. Information related to the evaluation of Bids must be kept confidential and must not be disclosed to investors or any individuals not officially involved in the investor selection process until the selection results are publicly announced. Under no circumstances shall information in one investor's Bid be disclosed to another investor, except for information made public during the bid opening.</p> <p>24.2. Except in cases of bid clarification as provided in Section 25 of these Instructions to Investors, investors shall not be allowed to contact the bid solicitor regarding any matters related to their Bids or other matters concerning the project during the period from the bid opening until the</p>

	announcement of investor selection results.
25. Clarification of Bids	<p>25.1. After the bid opening, if the investor's Bid is missing documents relating to eligibility, financial statements, or documents proving experience in implementing similar projects, the bid solicitor shall request the investor to clarify or supplement documents to prove eligibility, capacity, and experience. The investor is responsible for clarifying the Bid upon request from the bid solicitor. Clarification of eligibility, capacity, and experience must adhere to the principle of not altering the substantive nature of the investor's eligibility, capacity, or experience as originally submitted.</p> <p>The clarification request must specify a deadline for the investor to respond (this deadline must align with the project's timeline and ensure sufficient time for the investor to prepare the clarification materials). For clarifications that directly affect the evaluation of eligibility, capacity, experience, or technical and financial requirements, if the investor fails to submit a clarification document within the prescribed time or if the clarification is insufficient, the bid solicitor shall evaluate the Bid based on the original submission before the bid closing time.</p> <p>Within the time limit specified in the Data Sheet, the bid solicitor shall receive the investor's clarification and supplementary documents for review and evaluation. The bid solicitor must notify the investor in writing that the clarification or supplementary documents have been received, using one of the following methods: direct delivery, postal mail, fax, or email. These documents shall be considered part of the Bid.</p> <p>25.2. After bid closing, if the investor discovers that the Bid is missing information or documents regarding eligibility, capacity, or experience that they already possess but did not submit, they may provide such documents for supplementation and clarification. The bid solicitor is responsible for receiving and evaluating the supplementary documents proving the investor's eligibility, capacity, and experience. These documents shall be considered part of the Bid.</p> <p>25.3. Clarification of the proposed business investment plan, proposed land use efficiency, and proposed investment efficiency for sectoral or local development must adhere to the principle of not changing the</p>

	<p>corresponding proposals as originally submitted in the Bid.</p> <p>25.4. Clarification shall be conducted only between the bid solicitor and the investor whose Bid requires clarification. The clarification must be in writing and retained by the bid solicitor as part of the Bid.</p>
<p>26. Discrepancies, Conditions, and Omissions</p>	<p>26.1. During the evaluation of the Bid, the bid solicitor and the expert team must examine the technical and financial components of the Bid to ensure that the Bid does not contain any discrepancies, conditions, or omissions of essential content, specifically:</p> <ul style="list-style-type: none"> a) "Discrepancy" refers to any deviation from the requirements specified in the Bidding Documents; b) "Condition" refers to the imposition of restrictive terms or the expression of non-acceptance of the requirements specified in the Bidding Documents; c) "Omission" refers to the failure of the investor to provide part or all of the information or documents required in the Bidding Documents. <p>26.2. Provided that the Bid basically satisfies the requirements of the Bidding Documents, the bid solicitor may accept minor mistakes that are not discrepancies, conditions, or omissions of essential content in the Bid.</p> <p>26.3. Provided that the Bid basically meets the Bidding Documents, the bid solicitor may request the investor to submit necessary information or documents within a reasonable time to correct non-material inconsistencies or discrepancies related to documentation requirements. The request for such information or documents must not affect the investor's proposals on land use efficiency or investment effectiveness in sectoral or local development. Failure to comply with the bid solicitor's request will result in the Bid being rejected.</p>
<p>27. Determination of Bid Responsiveness</p>	<p>27.1. The bid solicitor and the expert team shall determine the responsiveness of the Bid based on its contents in accordance with Section 10 of these Instructions to Investors.</p> <p>27.2. A responsive Bid is one that meets the basic requirements stated in the Bidding Documents without any discrepancies, conditions, or omissions of essential content. Discrepancies, conditions, or omissions of essential content are those aspects of the Bid which, if accepted or allowed to be amended, supplemented, or</p>

	<p>replaced by the investor, would:</p> <ul style="list-style-type: none"> a) Substantially affect the scope, quality, or effectiveness of project implementation as specified in the contract; significantly restrict or conflict with the requirements in the Bidding Documents concerning the rights of the competent authority or the obligations of the investor under the contract; b) Create unfair advantages or disadvantages in the competitive standing of other investors whose Bids are responsive to the requirements of the Bidding Documents. <p>27.3. If the Bid does not meet the basic requirements stated in the Bidding Documents, it shall be rejected; any discrepancies, conditions, or omissions of essential content in such a Bid shall not be amended to make it responsive to the Bidding Documents.</p>
28. Bid Opening	<p>28.1. Except for Bids submitted late as specified in Section 22 of these Instructions to Investors and Bids withdrawn by the investor as specified in Section 23.3 of these Instructions to Investors, the bid solicitor must publicly open and clearly announce the information specified in Section 28.2 of these Instructions to Investors for all Bids received before the bid closing time. The Bid Opening must be conducted publicly at the time and location specified in the Data Sheet, in the presence of representatives of the investors attending the opening session and representatives of relevant agencies and organizations (if any). The opening of Bids shall proceed regardless of the presence or absence of the investors' representatives. Only the Bids that are opened and read aloud during the bid opening ceremony will be further considered and evaluated.</p> <p>28.2. The bid solicitor shall check the seals, open each Bid in alphabetical order by the investor's name, and clearly announce the following information:</p> <ul style="list-style-type: none"> a) Name of the investor; b) Number of original copies and copies of the Bid, modified Bids (if any), or replacement Bids (if any); c) The land use efficiency value proposed by the investor in the Bid form; d) Any proposed increase or decrease in the value stated in point (c) of this Section (if any); e) Bid validity period;

g) Value and validity of the bid security;

h) Other relevant information (if any).

28.3. The bid opening minutes must include the information specified in Section 28.2 of these Instructions to Investors and be signed by the representatives of the bid solicitor and the attending investors. The absence of an investor's signature does not invalidate the minutes. The bid opening minutes shall be sent to all participating investors.

28.4. The representative of the bid solicitor shall sign to confirm on the original Bid Application, the power of attorney of the investor's legal representative (if any), the joint venture agreement (if any), the bid security, and the sections regarding the business investment plan and the proposal on land use efficiency or investment effectiveness in the sector, industry, or locality for each Bid. The bid solicitor must not exclude any Bid at the bid opening stage, except for those submitted late as specified in Section 22 of these Instructions to Investors or withdrawn according to Section 23.3 of these Instructions to Investors.

28.5. In the case of Bid withdrawal

The bid solicitor shall open and read aloud the contents of the Bid Withdrawal Request Letter. The Bid of the investor requesting the withdrawal shall be returned to the investor. The bid solicitor shall not allow the investor to withdraw the Bid and shall proceed to open the corresponding Bid if the Bid Withdrawal Request Letter is not accompanied by documentation proving that the signatory is the legal representative of the investor. This request must be disclosed during the Bid Opening session.

28.6. In the case of Bid modification

The bid solicitor shall open the envelope and read aloud the contents of the Bid Modification Request Letter and the modified Bid before opening and reading the original Bid submitted by the investor. The Bid solicitor shall not accept the modification if the request letter is not accompanied by documentation proving that the signatory is the legal representative of the investor.

28.7. In the case of Bid replacement

The bid solicitor shall open the envelope and read aloud the contents of the Bid Replacement Request Letter and the replacement Bid. The original Bid shall be returned to the investor. The Bid solicitor shall not accept the

	replacement if the request letter is not accompanied by documentation proving that the signatory is the legal representative of the investor.
29. Bid Evaluation	<p>Bid evaluation shall be carried out in accordance with the methods and evaluation criteria specified in Section 29.2 of these Instructions to Investors and Chapter III – Bid Evaluation.</p> <p>29.2. For projects specified in Clause 1, Article 4 of Decree No. 115/2024/ND-CP, Bids shall be evaluated on a 1,000-point scale. The total score shall be a combination of scores for capacity and experience, business investment proposal, and land use efficiency, ensuring a total weight of 100%, including:</p> <ul style="list-style-type: none"> a) Capacity and experience score as stipulated in the Data Sheet; b) Business investment proposal score as stipulated in the Data Sheet; c) Land use efficiency score as stipulated in the Data Sheet; d) In cases where the Bidding Documents do not stipulate the state budget contribution ratio (m), the investor shall propose the state budget contribution ratio (M) in their bids in accordance with Clause 7, Article 48 of Decree No. 115/2024/ND-CP. The land use efficiency score shall be calculated as stipulated in the Data Sheet; đ) For cases where evaluation criteria under Point d or Point đ, Clause 1, Article 49 of Decree No. 115/2024/ND-CP are applied, the additional criterion score shall be weighted according to the land use efficiency weight as stipulated in the Data Sheet. <p>29.5. Investors must meet the following minimum scores to be evaluated and ranked:</p> <ul style="list-style-type: none"> a) The minimum total score must not be less than 70% of the total maximum score; b) The minimum score for each criterion or sub-criterion must not be less than 60% of its maximum score; c) The minimum score for each indicator must not be less than 50% of its maximum score. <p>An investor who meets the minimum score for each criterion and has the highest total score shall be ranked first.</p>

30. Correction of Errors and Adjustment of Deviations	<p>30.1. Correction of errors refers to rectifying mistakes in the Bid, including arithmetic errors, unit conversion errors, inconsistencies between the technical proposal and the financial-commercial proposal, and other types of errors. The correction of errors shall be carried out in accordance with the provisions specified in the Data Sheet.</p> <p>30.2. Adjustment of deviations refers to modifying non-material omissions or excesses in the Bid compared to the requirements of the Bidding Documents. The adjustments shall be carried out in accordance with the provisions of the Data Sheet, ensuring fairness, transparency, and economic efficiency. The adjusted contents must not constitute discrepancies, conditions, or omissions of essential content as defined in Section 27.2 of these Instructions to Investors. Such adjustments are made solely for the purpose of comparing the Bids.</p> <p>30.3. After detecting any errors or deviations, the bid solicitor shall notify the investor in writing of the errors, deviations, the corrections or adjustments made, and the deadline for the investor to provide feedback upon receiving such notice. Within the given deadline, the investor must respond in writing to the bid solicitor on the following matters:</p> <ul style="list-style-type: none"> a) Whether they accept or reject the result of the error correction. If the investor does not accept the correction result, their Bid shall be disqualified; b) Their opinion on the result of the adjustment of deviations. If the investor does not accept the adjustment result, they must clearly state their reasons for the bid solicitor to review and decide.
31. Preferences in Investor Selection	<p>Not applied.</p>
32. Principles for Bid Award Consideration	<p>An investor shall be considered and proposed for contract award when all of the following conditions are satisfied:</p> <ul style="list-style-type: none"> 32.1. Having a valid Bid; 32.2. Meeting the requirements for capability and experience; 32.3. Meeting the requirements for the business investment proposal; 32.4. Meeting the requirements for land-use efficiency (in cases where land-use efficiency evaluation criteria apply);

	<p>32.5. Meeting the requirements for the effectiveness of investment in sectoral, regional, or local development (in cases where such evaluation criteria apply);</p> <p>32.6. Having the highest aggregate score for capability, experience, business investment proposal, land-use efficiency, and effectiveness of investment in sectoral, regional, or local development.</p>
33. Bid Cancellation	<p>33.1. The Bid solicitor shall issue a notice of bid cancellation in the following cases:</p> <ul style="list-style-type: none"> a) All Bids fail to meet the requirements of the Bidding Documents; b) Due to force majeure, changes are made to the objectives, scale, location, investment capital, or implementation schedule of the land-use investment project, resulting in changes to the evaluation criteria stated in the issued Bidding Documents; c) The Bidding Documents contain one or more elements that do not comply with the provisions of this Law or other relevant legal regulations, resulting in a distorted outcome in the investor selection process or the selected investor no longer meets the requirements for implementing the land-use investment project; d) The winning investor commits a prohibited act as stipulated in Article 16 of the Law on Bidding; d) An organization or individual other than the winning investor commits a prohibited act as stipulated in Article 16 of the Law on Bidding, resulting in a distorted outcome in the investor selection process. <p>33.2. Any organization or individual that violates bidding laws leading to cancellation under Points c, d, and d of Section 33.1 of these Instructions to Investors must compensate the relevant parties for incurred costs.</p> <p>33.3. Bid cancellation may take place any time from the date of issuance of the Bidding Documents until before the signing of the contract.</p>
34. Disclosure of Investor Selection Results	<p>34.1. Within 05 working days from the date of approval of the investor selection result, the bid solicitor shall publish the investor selection result on the System in accordance with Point d, Clause 2, Article 7 and Clause 4, Article 8 of the Law on Bidding; simultaneously, a written notice of the investor selection result shall be sent to all investors who</p>

	<p>participated in the bidding. The notification shall include:</p> <ul style="list-style-type: none"> a) Project name; b) Name of the selected investor; name of the enterprise to be established by the selected investor (if any); c) Information on: <ul style="list-style-type: none"> - The value proposed by the investor regarding land-use efficiency in the bid application; d) List of unsuccessful investors and the reasons for each investor's disqualification; đ) Plan for negotiation, finalization, and signing of the contract with the selected investor; e) Other relevant contents (if any). <p>34.2. In the case of bid cancellation as stipulated in Section 33.1 of these Instructions to Investors, the notice of investor selection result must clearly state the reason for cancellation and the responsibilities of the related parties.</p> <p>34.3. Along with the notice of investor selection result, the bid solicitor shall also send a notice of bid acceptance and contract award, including requirements for the performance security, schedule for negotiation, finalization, and signing of the contract in accordance with Sections 35, 36, and 37 of these Instructions to Investors, to the selected investor. The notice of bid acceptance and contract award shall form part of the contract documents. If the selected investor fails to appear for negotiation, contract finalization, or contract signing, or fails to submit the performance security within the deadline stated in the notice of bid acceptance, the investor shall be disqualified and will not be entitled to the return of their bid security, in accordance with Points c, d, and đ of Section 17.5 of these Instructions to Investors.</p>
<p>35. Contract Negotiation and Finalization</p>	<p>35.1. Based on the investor selection result, the highest-ranked investor shall be invited for contract negotiation and finalization in accordance with the notice of bid acceptance and contract award specified in Section 34.3 of these Instructions to Investors.</p> <p>35.2. The contract negotiation and finalization shall be conducted on the basis of:</p> <ul style="list-style-type: none"> a) The bid evaluation report; b) The Bid and any documents clarifying or amending the Bid (if applicable) submitted by the investor; c) The Bidding Documents and any amendments or

supplements thereto (if any);

d) Other relevant documents.

35.3. Principles of contract negotiation and finalization:

a) No negotiation or finalization shall be conducted on contents already offered by the investor in accordance with the requirements of the Bidding Documents;

b) No changes shall be made to the fundamental contents of the Bid.

35.4. Contents of contract negotiation and finalization:

a) Negotiation and finalization of contents proposed in the Bid that are insufficiently detailed, unclear, or inconsistent; and contents that may cause disputes or affect the rights and obligations of the parties during contract implementation due to inconsistencies between the Bidding Documents and the Bid;

b) Negotiation on any issues that arise during the investor selection process (if any) for the purpose of completing contract details;

c) Negotiation on other project-related matters to establish the provisions on rights, obligations, and responsibilities in the contract;

d) Other necessary matters.

35.5. The investor shall not alter, withdraw, or refuse to implement any fundamental proposals in the Bid that were evaluated by the bid solicitor as meeting the requirements of the Bidding Documents, unless the changes proposed by the investor result in greater efficiency for the project.

35.6. If the contract negotiation and finalization are unsuccessful, the bid solicitor shall report to the competent authority for consideration and decision to cancel the investor selection result and invite the next-ranked investor for negotiation and finalization. If negotiation and finalization with the next-ranked investor are successful, the bid solicitor shall proceed with submission, appraisal, approval, and disclosure of the investor selection result in accordance with Articles 28 and 29 of Decree No. 115/2024/ND-CP. If negotiation and finalization with the next-ranked investors are also unsuccessful, the bid solicitor shall report to the competent authority for consideration and decision to cancel the bid in accordance with Point a, Section 33.1 of these Instructions to Investors.

36. Contract Signing and Principles for Implementation of Investment Projects Involving Land Use	<p>36.1. The signing of a contract for an investment project involving land use must satisfy the following conditions:</p> <ul style="list-style-type: none"> a) At the time of signing, the Bid submitted by the selected investor remains valid; b) At the time of signing, the selected investor must ensure the technical and financial capacity to implement the investment project involving land use as required by the Bidding Documents. <p>36.2. The contract signed between the parties must be consistent with the contents of the Bidding Documents, the Bid, the decision approving the investor selection result, and the minutes of contract negotiation and finalization.</p> <p>36.3. The competent authority or the bid solicitor (in case of delegated authority) shall sign the contract with the selected investor. In the case of a joint venture, all members must directly sign and affix their seals (if any) on the contract document.</p> <p>36.4. The implementation of the contract for an investment project involving land use shall comply with the principles stipulated in Article 69 of the Law on Bidding.</p>
37. Guarantee of Contract Performance	<p>37.1. The investor must adopt one of the measures stipulated in the Data Sheet to provide a guarantee for the performance of the investment project contract involving land use, either prior to or at the time the contract comes into effect.</p> <p>37.2. The timeframe for the return of the contract performance guarantee shall be as specified in the Data Sheet.</p> <p>37.3. The investor shall not be entitled to a return of the contract performance guarantee in the following cases:</p> <ul style="list-style-type: none"> a) Refusal to perform the contract after it has taken effect; b) Breach of the contractual agreements; c) Delay in contract performance due to the investor's fault while refusing to extend the validity of the contract performance guarantee.
38. Settlement of Complaints Regarding Investor Selection and Selection Results	<p>If an investor believes that their lawful rights and interests have been affected, they are entitled to submit a written complaint regarding issues arising during the investor selection process or the selection results to the bid solicitor, the competent authority, or the advisory council at the address specified in the Data Sheet. The settlement of complaints in bidding shall be carried out in accordance with</p>

	Articles 89, 90, 92, and 93 of the Law on Bidding.
39. Handling of Violations in Bidding Activities	<p>39.1. Organizations and individuals who commit violations of the provisions of the law on bidding shall, depending on the nature and severity of the violation, be subject to disciplinary action, administrative sanctions, or criminal prosecution. In cases where damage is caused, compensation shall be made in accordance with the law.</p> <p>39.2. In addition to being dealt with as specified in Section 39.1 of the Instructions to Investors, depending on the nature and severity of the violation, organizations and individuals committing prohibited acts as stipulated in Article 16 of the Law on Bidding may also be banned from participating in bidding activities for investor selection for a period ranging from 06 months to 05 years. The duration of prohibition from participating in bidding activities for organizations and individuals committing violations, including individuals belonging to the bid solicitor, is as follows:</p> <p>a) Prohibition from participating in bidding activities for 03 to 05 years shall apply to any of the violations specified in Clauses 1, 2, 4, and Point a, Clause 3, Article 16 of the Law on Bidding;</p> <p>b) Prohibition from participating in bidding activities for 01 to 03 years shall apply to any of the violations specified in Point c, Clause 3; Clause 5; and Points h and k, Clause 6, Article 16 of the Law on Bidding;</p> <p>c) Prohibition from participating in bidding activities for 06 months to 01 year shall apply to any of the violations specified in Points a, b, c, d, and e, Clause 6, and Clause 7, Article 16 of the Law on Bidding;</p> <p>For a joint venture investor, the prohibition from participating in bidding activities shall apply to all joint venture members if one or more members commit violations as prescribed in Article 16 of the Law on Bidding, except in the following cases: If a joint venture member violates the provisions specified in Point c, Clause 3; Clause 4; Points b, c, d, d, Clause 5; Points a, b, c, d, e, Clause 6; and Clause 7 of Article 16 of the Law on Bidding, then only that member shall be prohibited from participating in bidding activities, and the remaining members shall not be subject to the prohibition.</p> <p>39.3. In cases where an organization or individual commits 02 or more violations under the same authority's</p>

management, and these violations have not yet led to a prohibition from bidding activities, the competent authority shall issue a decision to prohibit participation in bidding activities. The prohibition period is determined by the total duration of the prohibitions for each violation, but it must not exceed 5 years.

39.4. The statute of limitations for applying the prohibition from participating in bidding activities as stipulated in Section 39.2 of the Instructions to Investors is 10 years from the date the violation occurs.

39.5. The competent authority shall review and issue a decision on prohibiting participation in bidding activities within its scope of management within 15 days from the date of receipt of any of the following documents:

- a) A written request from the bid solicitor accompanied by supporting documents evidencing the violation;
- b) A recommendation stated in the investigation conclusion of the investigating agency, the inspection conclusion of the inspection agency, the examination conclusion of the examination team, or the audit report of the State audit office;
- c) The decision on complaint resolution issued by the Advisory Council for Complaint Settlement.
- d) Other documents issued by competent state authorities that identify the violation.

39.6. Depending on the nature and severity of the violation, the competent authority shall either issue a decision on the prohibition from participating in bidding activities in accordance with Section 39.5 of the Instructions to Investors, or submit a request to the head of the central authority or the Chairman of the Provincial People's Committee for consideration and issuance of such a decision within the scope of management of the relevant ministry, sector, or locality. The head of the central authority or the Chairman of the Provincial People's Committee shall review and issue a decision on the prohibition from participating in bidding activities within 15 days from the date of receipt of the request for the prohibition from the competent authority.

39.7. Based on the decisions on the prohibition from participating in bidding activities published on the System, the Minister of Planning and Investment shall issue a

	<p>decision to prohibit the organization or individual from participating in bidding activities nationwide for a period of 05 years, if such organization or individual is subject to 03 separate prohibition decisions issued by heads of central authorities or chairmen of provincial People's Committees.</p> <p>39.8. The decision on the prohibition from participating in bidding activities shall include the following details:</p> <ul style="list-style-type: none"> a) Name of the competent authority; b) Name of the violating organization or individual; c) Duration of the prohibition, including: the prohibition period for the initial violation (description of the violation and legal grounds for handling the violation); the prohibition period for any subsequent violations (if applicable); the total duration of the prohibition. d) Scope of the prohibition; đ) Effective term: the effective date and the end date of the prohibition. <p>39.9. In case the organization or individual subject to the prohibition from participating in bidding activities does not agree with the decision, they shall have the right to initiate a lawsuit in court in accordance with the provisions of the law on civil procedure.</p> <p>39.10. Any member of the expert group or appraisal team who commits a violation as prescribed in Article 16 of the Law on Bidding shall be subject to the measures specified in Section 39.2 of the Instructions to Investors and shall have their professional certificate in bidding revoked.</p>
<p>40. Supervision of Investor Selection Bidding Activities</p>	<p>40.1. The supervision of investor selection activities as prescribed in Point a, Clause 3, Article 86 of the Law on Bidding shall be integrated with the supervision of investment projects or overall investment supervision conducted by state investment management authorities or investment registration authorities in accordance with the provisions of the law on investment.</p> <p>40.2. The authority responsible for supervising bidding activities shall be determined in accordance with the provisions specified in the Data Sheet.</p> <p>40.3. The scope of supervision of investor selection includes:</p> <ul style="list-style-type: none"> a) Disclosure of investment projects involving land use (for projects subject to investment policy approval);

	<p>preparation, approval, and disclosure of information of investment projects involving land use (for projects not subject to investment policy approval);</p> <p>b) Preparation, appraisal, and approval of the Bidding Documents;</p> <p>c) Evaluation of the Bids;</p> <p>d) Appraisal of the investor selection results;</p> <p>đ) Outcomes of negotiation, finalization, and signing of the contract.</p> <p>40.4. Upon the expiration of the contract term, the competent authority performing the state management function on investment shall supervise the investment project or conduct overall investment supervision in accordance with the provisions of the law on investment, ensuring that the investor fully complies with all commitments made during the implementation of the investment project.</p>
<p>41. Implementation of the Land-Use Investment Project by the Winning Investor</p>	<p>41.1. The winning investor or the economic organization established by the winning investor shall organize the implementation of the land-use investment project in accordance with the provisions of the contract and the applicable laws on enterprises, investment, construction, land, real estate business, and other relevant regulations.</p> <p>41.2. The winning investor or the economic organization established by the winning investor shall advance funds for the implementation of compensation, support, and resettlement in accordance with the provisions of the land law. In case the investor fails to fully advance the required funds within the time limit from the date of receiving the request from the competent state authority, the investor shall not be entitled to a refund of the contract performance guarantee as prescribed in Point c, Clause 4, Article 75 of the Law on Bidding. In such case, the reimbursement of expenses for compensation, support, and resettlement advanced by the winning investor shall be carried out in accordance with the provisions of the land law.</p> <p>41.3. During the implementation of a land-use investment project, the winning investor or the economic organization established by the winning investor may transfer part or the entirety of the project upon satisfying the following conditions:</p> <p>a) Conditions prescribed by the law on investment; the law</p>

on real estate business (applicable to real estate projects); the laws governing relevant sectors and other applicable laws;

b) Conditions stipulated in Clause 2, Article 76 of the Law on Bidding.

41.4. The transfer of shares or contributed capital by members or shareholders of the economic organization established by the winning investor, prior to the operation and exploitation of the project, must satisfy the following conditions:

a) Approval is obtained from the competent authority;

b) The transferee investor must have legal status and meet the operational conditions in accordance with the relevant laws applicable to the specific type of economic organization, as well as the laws on investment, enterprises, land, real estate business, and sector-specific management regulations. The transferee must also possess the capacity and experience corresponding to the proportion of shares or capital to be acquired (in the case of partial transfer), or equivalent or greater capacity and experience compared to the transferring investor (in the case of full transfer); and must assume all rights and obligations related to the implementation of the investment project as committed by the transferring investor in the bid and project contract;

c) In addition to the conditions specified in Points a and b of this Section, the investor receiving the transfer of shares or contributed capital from a joint venture member must ensure compliance with the minimum equity ratio of each member as stipulated in Point a, Clause 1, Article 46 of Decree No. 115/2024/ND-CP.

From the time the project enters into operation and exploitation, the transfer of shares or contributed capital shall be carried out in accordance with the law on enterprises and the laws applicable to the respective type of economic organization, without being subject to the conditions set forth in this Clause.

41.5. The transfer of land-use investment projects and the transfer of shares or contributed capital in an economic organization as stipulated in Clauses 3 and 4, Article 52 of Decree No. 115/2024/ND-CP must be provided for in the contract.

Based on the provisions of the contract and the bid

solicitor's assessment of the prospective transferee investor, the competent authority shall review and approve the proposal for the transfer of the land-use investment project or the transfer of shares or contributed capital in the economic organization.

In the event that the transfer proposal is approved, the competent authority shall assign the bid solicitor to review, amend, and supplement the contents of the contract accordingly.

41.6. In case the transfer of the project or the transfer of shares or contributed capital as specified in Clauses 3 and 4, Article 52 of Decree No. 115/2024/ND-CP results in an adjustment to the investment project, then after obtaining approval from the competent authority in accordance with Clause 5, Article 52 of Decree No. 115/2024/ND-CP, the transferring investor or the economic organization shall carry out the procedures for adjusting the investment project in accordance with the provisions of the law on investment and other relevant laws before amending or supplementing the project contract.

41.7. In cases where the transfer of the project, or the transfer of shares or contributed capital, gives rise to financial obligations to the State in accordance with the provisions of law, the winning investor or the economic organization established by the winning investor shall be responsible for fully fulfilling such financial obligations to the State.

41.8. The winning investor or the economic organization established by the winning investor shall have the right to contribute capital or increase charter capital to implement other investment or business projects (if any), provided that such actions do not affect the rights and obligations already committed to in the bid and the project contract.

41.9. During the implementation of a land-use investment project, in cases where there is a requirement to adjust the investment project for projects subject to investment policy approval as prescribed in Point a, Clause 1, Article 76 of the Law on Bidding (except for cases specified in Clauses 3 and 4, Article 52 of Decree No. 115/2024/ND-CP), or to adjust the investment project for projects not subject to investment policy approval that leads to changes in the contents of the project contract, the competent authority shall assign the bid solicitor to review and assess the

	<p>investor's technical and financial capacity.</p> <p>In such case, the investor must ensure that they meet the technical and financial capacity requirements for implementing the project after adjustment. If the investor satisfies the technical and financial capacity requirements, the competent authority shall assign the bid solicitor to guide the investor or the economic organization established by the investor in carrying out procedures for adjusting the investment project in accordance with the provisions of the law on investment, and at the same time, assign the bid solicitor to review the contents of the contract for amendment and supplementation after the investment project has been adjusted.</p>
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CHAPTER II. DATA SHEET

Instructions to Investors 1.1	<p>Name and address of the Bid Solicitor:</p> <ul style="list-style-type: none"> - Name of Bid Solicitor: Department of Finance of Phu Tho Province - Representative: Mrs. Vuong Thi Bay – Director of the Department - Room/Floor/House number: - Street, road name: Tran Phu Street - City: Viet Tri City, Phu Tho Province - Telephone number: 0210.3846.284 - Fax: - Email address:
Instructions to Investors 1.2	<p>Total investment capital: VND 867,450,000,000 (<i>In words: Eight hundred and sixty-seven billion, four hundred and fifty million dongs</i>). In which:</p> <ul style="list-style-type: none"> - Preliminary total project implementation cost: VND 761,319,000,000 (<i>In words: Seven hundred and sixty-one billion, three hundred and nineteen million dongs</i>). - Compensation, support, and resettlement cost (estimated): VND 106,131,000,000 (<i>In words: One hundred and six billion, one hundred and thirty-one million dongs</i>)
Instructions to Investors 1.3	<p>Requirements on equity capital and loan capital to be raised by the investor:</p> <ul style="list-style-type: none"> a) Minimum equity capital to be arranged by the investor: VND 130,117,500,000 (<i>In words: One hundred and thirty billion, one hundred and seventeen million, five hundred thousand dongs</i>). b) Minimum total amount of equity capital and loan capital that the investor must be capable of arranging: VND 867,450,000,000 (<i>In words: Eight hundred and sixty-seven billion, four hundred and fifty million dongs</i>).

**Instructions
to Investors
1.4**

Basic project information includes:

a) Project name; investment objectives, and investment scale of the project:

a.1. Project name: High-End Residential and Resort Tourism Area Project in Thanh Thuy Town and Bao Yen Commune, Thanh Thuy District.

a.2. Investment objectives:

- To invest in the construction of a high-end residential and resort tourism area in Thanh Thuy Town and Bao Yen Commune, Thanh Thuy District – located in the Buoi field area within the administrative boundaries of Thanh Thuy Town and Bao Yen Commune, Thanh Thuy District, Phu Tho Province. The project aims to concretize the 1/500 Detailed Planning approved by the People's Committee of Phu Tho Province under Decision No. 2650/QĐ-UBND dated December 11, 2023. At the same time, it contributes to gradually fulfilling housing targets in Thanh Thuy District as set out in the Phu Tho Province Housing Development Program for the 2021–2030 period and the Housing Development Plan of Phu Tho Province to 2025.

- To develop a high-end residential and resort tourism area in Thanh Thuy Town and Bao Yen Commune, Thanh Thuy District, Phu Tho Province, with a synchronized technical infrastructure system and partial social infrastructure works to meet the housing needs of local residents, while also attracting tourists to Phu Tho Province in general and Thanh Thuy District in particular. The project will serve as a legal basis for state management agencies in the sustainable planning and management of land use, construction, and tourism services.

a.3. Project scale: Including residential buildings (terraced houses and villas); social infrastructure facilities (community houses, educational institutions, public green spaces, commercial buildings); aesthetically designed tourism service facilities; landscaped greenery; and a fully synchronized system of technical infrastructure works.

*) Land area and land use boundaries

- Total land area: 250,882.50 m² (25.09 hectares) as per the approved master plan. The specific land use composition is as follows:

+ Residential land occupies a total area of 54,128.5 m², including terraced housing land (coded LK) with 17,792.0 m²,

	<p>and villa land (coded BT) with 29,173.5 m².</p> <p>+ The land designated for social infrastructure covers a total area of 46,965.5m², including: community house land (coded CC) with an area of 1,059.3 m²; educational land for a kindergarten (coded GD) with an area of 2,024.4 m²; public green space land (coded CX) with a total area of 37,810.0 m²; and commercial land (coded TM) with a total area of 13,234.8 m².</p> <p>+ The land designated for tourism service facilities (coded DLDV) has an area of 20,136.5 m².</p> <p>+ The land designated for transportation roads covers a total area of 73,951.7 m².</p> <p>+ The land for parking areas (coded BDX) has a total area of 5,979.3 m².</p> <p>+ The land designated for other technical infrastructure facilities covers a total area of 6,648.9 m², including land for the wastewater treatment station (coded HTKT) with an area of 710.1 m²; and land for walkways and technical pipeline corridors with a total area of 5,938.8 m².</p> <p>+ Other land covers a total area of 43,072.1 m², including lakes, ponds, and wetlands (coded MN-01) with an area of 37,623.8 m²; and rivers, streams, canals, and ditches (coded MN-02) with a total area of 5,448.3 m².</p> <p>- Land use boundary: The northern boundary borders the road connecting Provincial Road 317 and Provincial Road 317G; The western boundary borders Provincial Road 317G; The eastern boundary borders the residential area of Thanh Thuy Town and Bao Yen Commune; The southern boundary borders Provincial Road 317D.</p> <p>*) Architectural works and technical infrastructure system: Construction must comply with the approved building area, height, construction density, and land use coefficient as specified in the 1/500 scale detailed construction planning of the project, which was approved by the Provincial People's Committee under Decision No. 2650/QD-UBND dated December 11, 2023.</p> <p>*) Population scale: The estimated population is approximately 944 people. In which: The terraced housing area (134 households) will accommodate approximately 536 people, while the villa area (102 households) will house around 408 people.</p> <p>*) Products, services provided, and land fund for social housing development:</p>
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✓ *Products and services provided:*

Housing; terraced residential land; villa residential land; public and commercial service facilities; tourism service facilities; transportation roads, technical infrastructure, landscape lakes, green parks, and more.

✓ *Preliminary structure of housing and residential land products:*

- A total of 236 residential lots with a total area of 46,965.5 m². Specifically:

+ Terraced residential land: 134 lots with a land area of 17,792.0 m².

+ Villa residential land: 102 lots with a land area of 29,173.5 m².

- A total of 80 housing units will be constructed to completion (with rough construction and fully finished exterior), including 24 villa units and 56 terraced houses. The remaining 156 residential lots (including 78 villa lots and 78 terraced lots) will be transferred to buyers for self-construction in accordance with the detailed planning approved by the competent authority, after the investor has fulfilled all conditions stipulated in Article 31 of the 2023 Law on Real Estate Business, and complied with other relevant regulations on investment, land, construction, and real estate business.

✓ *Areas within the project that are required to have housing construction and areas where housing for sale may be implemented through land-use rights transfer in the form of land subdivision and sale of land plots:*

- A total of 80 residential lots, on which the investor is required to construct 80 housing units (with rough construction and fully finished exteriors). Including:

+ Villa housing: A total of 24 villa housing units will be constructed on 24 residential lots. Details are as follows: (i) Zone BT-05: 08 villa units will be constructed on lots coded BT-05-01 to BT-05-08; (ii) Zone BT-06: 16 villa units will be constructed on lots coded BT-06-01 to BT-06-16.

+ Terraced housing (detached units): A total of 56 terraced houses (detached units) will be constructed on 56 residential lots. Details are as follows: (i) Zone LK-01: 10 terraced houses (detached units) will be built on lots coded LK-01-01 to LK-01-10; (ii) Zone LK-03: 15 terraced houses (detached units) will be built on lots coded LK-03-14 to LK-03-28; (iii) Zone LK-04: 15 terraced houses (detached units) will be built on lots coded LK-04-01 to LK-04-15; (iv) Zone LK-05: 16 terraced houses

	<p>(detached units) will be built on lots coded LK-05-01 to LK-05-16.</p> <p>- The remaining 156 residential lots will be transferred through land subdivision and sale of land plots to local residents (households and individuals) for self-construction of houses, in accordance with the detailed planning approved by the competent authority. This shall be carried out only after the investor has fulfilled all conditions stipulated in Article 31 of the 2023 Law on Real Estate Business and complied with all other relevant regulations on investment, land, construction, and real estate business. Including:</p> <p>+ There are 78 villa lots in total, with the details as follows: (i) Zone BT-01: 08 lots, coded from BT-01-01 to BT-01-08; (ii) Zone BT-02: 05 lots, coded from BT-02-01 to BT-02-05; (iii) Zone BT-03: 15 lots, coded from BT-03-01 to BT-03-15; (iv) Zone BT-04: 09 lots, coded from BT-04-01 to BT-04-09; (v) Zone BT-07: 14 lots, coded from BT-07-01 to BT-07-14; (vi) Zone BT-08: 14 lots, coded from BT-08-01 to BT-08-14; (vii) Zone BT-09: 13 lots, coded from BT-09-01 to BT-09-13.</p> <p>+ There are 78 terraced lots (detached units), with details as follows: (i) Zone LK-01: 10 lots, coded from LK-01-11 to LK-01-20; (ii) Zone LK-02: 10 lots, coded from LK-02-01 to LK-02-10; (iii) Zone LK-03: 13 lots, coded from LK-03-01 to LK-03-13; (iv) Zone LK-04: 13 lots, coded from LK-04-16 to LK-04-28; (v) Zone LK-05: 16 lots, coded from LK-05-17 to LK-05-32; (vi) Zone LK-06: 16 lots, coded from LK-06-01 to LK-06-16.</p> <p>✓ <i>Regarding the land fund for social housing development:</i> No opinion.</p> <p>b) Total investment capital of the project: VND 867,450,000,000 <i>(In words: Eight hundred and sixty-seven billion, four hundred and fifty million dongs).</i></p> <p>- Preliminary total project implementation cost: VND 761,319,000,000 <i>(In words: Seven hundred and sixty-one billion, three hundred and nineteen million dongs)</i></p> <p>- Compensation, support, and resettlement cost (estimated): VND 106,131,000,000 <i>(In words: One hundred and six billion, one hundred and thirty-one million dongs).</i></p> <p>c) Project location: Thanh Thuy Town and Bao Yen Commune, Thanh Thuy District, Phu Tho Province.</p> <p>d) Land use purpose and current land status (if any):</p>
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	<ul style="list-style-type: none"> - Land use purpose: Investment in the construction of a high-end residential and resort tourism area, including residential buildings (terraced houses and villas); social infrastructure facilities (community houses, educational institutions, public green spaces, commercial buildings); aesthetically designed tourism service facilities; landscaped greenery; and a fully synchronized system of technical infrastructure works; - Current land status: The types of land within the project's boundaries include: transportation land and talus, rice cultivation land, annual crop land, and irrigation land. d) Land area for project implementation (if any): 250,882.50 m². e) Planning criteria: As specified in the 1/500 scale detailed construction planning of the project, approved by the Provincial People's Committee under Decision No. 2650/QĐ-UBND dated December 11, 2023. g) Project duration and implementation schedule; preliminary phasing plan or division into component sub-projects (if any); implementation timeline by phase (if any): The entire project is expected to be completed by Quarter IV of 2029. h) Name of the bid solicitor: Department of Finance of Phu Tho Province. i) Form and method of investor selection: International open bidding, single-stage, single-envelope procedure. k) Time to commence investor selection: Quarter II of 2025.
Instructions to Investors 3.5	<p>From the date of issuance of the Bidding Documents, the participating investor must not have any shareholding or capital contribution relationship with the following consulting contractors:</p> <ul style="list-style-type: none"> - Consultant for preparing the application for investment policy approval (for projects using land subject to investment policy approval, if any): N/A; - Consultant for preparing the project proposal dossier (for projects using land not subject to investment policy approval, if any): No; - Consultant for preparing the pre-feasibility study report or feasibility study report in cases where sectoral regulations require such reports before the bidding process (if any): No; - Consultant for preparing the Bidding Documents: Eastern Investment and Consulting Joint Stock Company, address: No.

	<p>113, Nguyen Du Street, Nong Trang Ward, Viet Tri City, Phu Tho Province;</p> <p>- Consultant for appraising the Bidding Documents (if any): N/A;</p> <p>- Consultant for evaluating the Bids: Eastern Investment and Consulting Joint Stock Company, address: No. 113, Nguyen Du Street, Nong Trang Ward, Viet Tri City, Phu Tho Province;</p> <p>- Consultant for appraising the investor selection result (if any): No.</p>
Instructions to Investors 5.2	The deadline for investors to submit a written request for clarification is 15 days prior to the bid closing date.
Instructions to Investors 5.3 (b)	Pre-bid meeting: Will not be held.
Instructions to Investors 5.4	The deadline for publishing clarifications to the Bidding Documents is 02 days prior to the bid closing date.
Instructions to Investors 6.1	The bid solicitor: Will not organize a site visit.
Instructions to Investors 7.2	The deadline for publishing the decision to amend the Bidding Documents is 25 days prior to the bid closing date.
Instructions to Investors 9	<p>The bids, as well as all correspondence and related documents exchanged between the investor and the bid solicitor, shall be written in: either English or Vietnamese, at the investor's discretion.</p> <p>Supporting materials and documents included in the Bids may be written in another language, provided that a translation into the language chosen by the investor for the bid is enclosed. In case the translation is missing, the bid solicitor may, if necessary, request the investor to provide a supplementary translation.</p>
Instructions to Investors	The investor is required to submit the following documents

implementation schedule, investment phasing, spatial and architectural layout, and landscape design ensuring overall coherence of the project) with the planning documents approved by competent authorities in accordance with relevant laws on planning, construction, sectoral management, and other applicable legal regulations;

- A statement explaining the compliance with business investment conditions in accordance with laws on investment and sector-specific regulations (if any), as well as the proposed plan for project operation and business management;

- An explanation of the synchronization of technical infrastructure and social infrastructure systems with housing, in accordance with the laws on construction, urban management, and housing, for new construction or renovation and urban refurbishment; explanation of the compatibility of the investor's proposed investment plan with housing development programs and plans;

b) Social aspects

- An explanation of the plan and costs for compensation, support, and resettlement in accordance with the provisions of land laws.

The investor must commit, in the bid, to advance capital for the implementation of compensation, support, and resettlement as required in the bidding documents issued by the competent authority, based on the approved compensation, support, and resettlement plan in accordance with the land law;

- An explanation of the investor's potential social welfare contributions for local workers through the employment of local labor, human resource training, average income levels and expected income growth rates; and other social welfare activities that the investor will contribute to the locality, aligned with the needs of the local community where the project is implemented;

c) Environmental aspects

- An explanation of land use indicators and floor area ratio in accordance with regulations on land and construction laws; requirements regarding the use of natural resources as prescribed by law; potential for biodiversity conservation, land and resource improvement, and preservation of natural ecosystems in the project area as stipulated by environmental protection laws;

- Solutions to mitigate negative environmental impacts.

10.3	along with the Bid: Not applied.
Instructions to Investors 12.1	<p>Documents proving the investor's eligibility:</p> <p>a) Independent investors must provide the following documents to prove their eligibility:</p> <ul style="list-style-type: none"> - A copy of one of the following documents: Business Registration Certificate, or Establishment Decision, or an equivalent document issued by a competent authority for domestic investors; Documents proving registration and operation in accordance with foreign laws for foreign investors. <p>b) Joint venture investors must provide the following documents:</p> <ul style="list-style-type: none"> - The documents specified in Point a of this Section for each joint venture member. - The joint venture agreement between the members shall be prepared in accordance with Form No. 03 in Chapter IV – Bid Forms.
Instructions to Investors 12.2 (a)	<p>The currency used for evaluation: Vietnamese Dong.</p> <p>In case Vietnamese Dong is not included among the bid currencies, the conversion currency, timing, and basis for exchange rate determination are as follows:</p> <ul style="list-style-type: none"> - Conversion currency: Vietnamese Dong. - Exchange rate determination date: June 16, 2025. - Exchange rate basis: Based on the buying transfer rate of the Joint Stock Commercial Bank for Foreign Trade of Vietnam (Vietcombank), where USD 1 = VND 25,882.
Instructions to Investors 12.2 (b)	<p>The investor is required to submit the following document along with the Bid: A written confirmation issued by the local tax authority regarding the fulfillment of tax obligations (no outstanding tax debts), with the confirmation dated no more than 28 days prior to the bid closing time.</p>
Instructions to Investors 13	<p>The technical proposal submitted by the investor must include the following components related to the business investment plan:</p> <p>a) Technical aspects</p> <ul style="list-style-type: none"> - An explanation demonstrating the compatibility of the proposed project investment plan (including scope, scale, preliminary total project implementation cost, timeline,

Instructions to Investors 15.1	The financial proposal of the investor shall include: - The proposed rate of contribution to the state budget.
Instructions to Investors 16.1	The bidding currency is Vietnamese Dong.
Instructions to Investors 17.1	- Form of bid security: The investor shall submit a letter of guarantee to ensure their obligations during bid participation. The letter of guarantee must be prepared in accordance with Form No. 10 in Chapter IV – Bid Forms, or in another equivalent format provided that it contains all essential contents of a bid security. - The value of bid security is VND 8,674,500,000. - The validity period of the bid security is 210 days from the bid closing date.
Instructions to Investors 17.4	The bid solicitor shall be responsible for returning or releasing the bid security of the investor who is not selected within 14 days from the date on which the investor selection result is approved. In case the investor refuses to extend the validity of the bid security upon the request of the bid solicitor due to the extension of the bid validity period, the bid solicitor shall return or release the bid security within 14 days from the date of receipt of the investor's written refusal to extend.
Instructions to Investors 18.1	The validity period of the Bid is 180 days from the bid closing date.
Instructions to Investors 19.1	- Number of copies of the Bid: 05 sets.
Instructions to Investors 21.1	- Bid closing time: <u>08</u> hours <u>30</u> minutes, on <u>03</u> / <u>9</u> / <u>2025</u> - The price of the Bidding Documents (inclusive of taxes): VND 30,000,000 (thirty million dong).
Instructions to Investors 25.1	The investor is allowed to proactively submit documents to the bid solicitor to clarify their eligibility, capacity, and experience within 10 days from the bid closing date.

Instructions to Investors 28.1	<p>The time for opening the bids is: <u>09</u> hours <u>00</u> minutes, on <u>03 / 9</u> / <u>2025</u>, at the bid opening location with the following address:</p> <ul style="list-style-type: none"> - Room/Floor/House number: <u>1st floor - Department of Finance</u> - Street, road name: Tran Phu Street. - City: Viet Tri City, Phu Tho Province
Instructions to Investors 29.2 (a)	<p>Capacity and experience: 250 points.</p>
Instructions to Investors 29.2 (b)	<p>Investment and business proposal: 250 points.</p>
Instructions to Investors 29.2 (c)	<p>Land use efficiency: 500 points.</p>
Instructions to Investors 29.2 (d)	<p>Not applied.</p>
Instructions to Investors 29.2 (đ)	<p>Not applied.</p>
Instructions to Investors 30.1	<p>The correction of errors shall be carried out based on the following principles:</p> <ul style="list-style-type: none"> a) Arithmetic errors include mistakes arising from incorrect addition, subtraction, multiplication, or division when calculating the prices of goods or services, the value to be paid to the state budget, or other financial criteria and indicators. b) Unit errors: <ul style="list-style-type: none"> - Errors in unit of measurement: shall be corrected to conform with the requirements stated in the Bidding Documents; - Errors in unit notation: the use of a "," (comma) instead of a "."

	<p>(period) and vice versa shall be corrected in accordance with the Vietnamese numerical formatting conventions.</p> <p>c) Other errors:</p> <ul style="list-style-type: none"> - In case of a discrepancy between figures and words, the written words shall prevail as the legal basis for correction. If the written words are incorrect, the corrected figures in accordance with the provisions of this Section shall be used as the legal basis; - In case of a discrepancy between contents of the technical proposal and those of the financial proposal, the content of the technical proposal shall be the basis for error correction.
Instructions to Investors 30.2	All modifications must comply with the indicators specified in the approved 1/500 Detailed Planning and the approved Investment Policy Decision (including land area, building density, number of floors, number of required constructions, etc.), and the deviation rate must not exceed 5%.
Instructions to Investors 37.1	<p>a) Form of contract performance security: Submission of a guarantee letter issued by a domestic credit institution or a branch of a foreign bank established under Vietnamese law;</p> <p>The investor may submit a guarantee letter to secure the obligation to perform the contract. The contract performance guarantee letter must be prepared in accordance with Form No. 15, Part 3 – Draft Contract and Contract Forms of the Bidding Documents, or another equivalent form that includes all essential contents of the contract performance security, subject to approval by the competent authority.</p> <p>b) The value of the contract performance security is VND 13,000,000,000 (<i>Thirteen billion dong</i>s).</p> <p>c) The contract performance security shall be valid from the date the contract is officially signed until the date of contract termination.</p>
Instructions to Investors 37.2	- Contract performance security return period: The bid solicitor shall return the contract performance security to the investor no later than 10 days from the date of contract completion.
Instructions to Investors 38	<p>Address for receiving complaints:</p> <p>a) Address of the bid solicitor: Department of Finance of Phu Tho Province;</p> <p>- Address: Tran Phu Street, Viet Tri City, Phu Tho Province;</p>

	<ul style="list-style-type: none"> - Telephone number: 0210.3846.284; - Fax: - Email address: <p>b) Address of the competent authority: People's Committee of Phu Tho Province.</p> <ul style="list-style-type: none"> - Address: Tran Phu Street, Viet Tri City, Phu Tho Province; - Telephone number: 0210.3846.647 - 0210.3847.393; - Fax: 0210.3846.816; - Email address: <p>c) Address of the Standing Unit assisting the Advisory Council: Department of Finance of Phu Tho Province;</p> <ul style="list-style-type: none"> - Address: Tran Phu Street, Viet Tri City, Phu Tho Province; - Telephone number: 0210.3846.284; - Fax: - Email address:
Instructions to Investors 40.2	<p>Authority for supervising investor selection bidding activities:</p> <p>The Chairman of the People's Committee of Phu Tho Province shall preside over and organize the supervision of bidding activities for investor selection. The Department of Finance is responsible for assisting the Chairman of the Provincial People's Committee in organizing and supervising investor selection bidding activities within the province.</p>

CHAPTER III BID EVALUATION

Section 1. Checking and Evaluating the Validity of the Bids

1.1. Checking the Validity of the Bids

a) Check the number of original and copied sets of the Bids;

b) Verify the components of the Bids, including: Bid submission form, joint venture agreement (if any), power of attorney for signing the bid (if any); bid security; documents proving the legal status of the person signing the bid (if any); documents proving the legal status, capacity, and experience of the investor; proposal on the investment and business plan; proposal on land use efficiency and the effectiveness of investment in the sector and locality; other components of the Bids as specified in Section 10 of the Instructions to Investors;

c) Check for consistency between the original and the copies to support the detailed evaluation of the Bids.

1.2. Assessment of the Validity of the Bids

A Bid of the investor shall be deemed valid if it meets all of the following conditions:

a) The original Bid is submitted;

b) A valid bid application is included, duly signed and sealed (if applicable) by the legal representative of the investor, in accordance with the requirements of the Bidding Documents. In the case of a joint venture investor, the bid application must be signed and sealed (if applicable) by either the legal representative of each joint venture member or by the member authorized to act on behalf of the joint venture in accordance with the division of responsibilities set out in the joint venture agreement.

A bid application shall be considered invalid in the following cases:

- Not signed and sealed (if applicable) by the legal representative of the investor, or, in the case of a joint venture investor, not signed and sealed (if applicable) by the legal representative of each joint venture member or by the member authorized to act on behalf of the joint venture in accordance with the division of responsibilities set out in the joint venture agreement;

- Signed before the bid solicitor issued the Bidding Documents, signed before the issuance of the power of attorney for signing the bid application (if any), or signed before the joint venture agreement was signed in the case of a joint venture investor;

- Accompanied by conditions that are unfavorable to the competent authority or the bid solicitor, or omitting key contents specified in the Bid Form,

thereby failing to ensure the investor's full responsibility and commitment during the bidding process and contract execution if awarded.

c) The validity period of the Bids complies with the requirement specified in Section 18 of the Instructions to Investors;

d) The investor is not named in two or more Bids as an independent investor or as a member of a joint venture investor;

đ) There is a bid security with a value and validity period that meets the requirements specified in Section 17.1 of the Instructions to Investors. The bid security shall be considered invalid if it falls under any of the following cases:

- It is not the original copy and is not signed and sealed (if applicable) by the legal representative of a domestic credit institution, a foreign bank branch, a domestic non-life insurance enterprise, or a foreign non-life insurance enterprise branch established in accordance with Vietnamese law;

- It is signed before the bid solicitor issues the Bidding Documents, signed before the power of attorney for signing the bid security letter (if any) is issued, or signed before the joint venture agreement is signed in the case of a joint venture investor;

- The guarantee value is lower, the validity period is shorter than required in the Bidding Documents; the name or address of the beneficiary is incorrect as specified in the Bidding Documents;

- Accompanied by conditions that are unfavorable to the bid solicitor; omitting important contents stated in the Form of Bid Security Letter, leading to the investor's failure to fully assume responsibility during the bidding process, or resulting in the bid solicitor being unable to claim the bid security value in cases specified in Clause 9, Article 14 of the Law on Bidding;

e) In the case of a joint venture investor, a valid joint venture agreement must be provided, signed and sealed (if applicable) by the legal representative of each member of the joint venture. The joint venture agreement must clearly specify the responsibilities of the leading member as well as the joint and several responsibilities of each member, in accordance with Form No. 03, Chapter IV – Bid Forms;

g) The investor is not currently under any ban from participating in bidding as prescribed by the law on bidding;

h) The investor satisfies the eligibility requirements as specified in Section 3 of the Instructions to Investors.

An investor's Bid shall be considered "Valid" when all conditions are evaluated as "Compliant". The Bid shall be considered "Invalid" if any condition is evaluated as "Non-compliant", in which case the Bid of the investor

will be disqualified. Only investors with valid Bids will be considered for further evaluation.

Section 2. Evaluation of Capability and Experience

2.1. Assessment methods

2.1.1. The evaluation of capability and experience shall be conducted using a scoring method.

The minimum score for each standard and sub-standard on capability and experience must not be lower than 63.2% of the maximum score for that standard.

The minimum score for each criterion on capability and experience must not be lower than 60% of the maximum score for that criterion (excluding the criterion evaluating the total value of equity and loan capital that the investor is capable of mobilizing).

2.1.2. For joint venture investors:

a) The equity capital of a joint venture investor shall be the total equity capital of all joint venture members, and each member must meet the requirements in proportion to their committed equity contribution as specified in the joint venture agreement. The leading investor in the joint venture must have a minimum equity contribution percentage of 30%, and each other joint venture member must have a minimum equity contribution percentage of 15%.

b) The loan capital of a joint venture investor shall be the total loan capital of all joint venture members;

c) The experience in implementing similar projects of a joint venture investor shall be the total number of projects carried out by all joint venture members.

2.1.3. The investor may use the experience of their partners to demonstrate experience in implementing similar projects. A partner is an organization that signs a contract with the investor or is a subsidiary of the investor, proposed by the investor in the Bids to jointly implement the land-use investment project. The partner's experience and capacity to fulfill the tasks as agreed in the contract signed with the investor shall be evaluated based on the requirements specified in the Bidding Documents.

The bid solicitor shall base the evaluation on the proposal for the use of a partner stated in the Bids, including the scope, content, value of work, implementation requirements, and any other relevant requirements (if any) as agreed upon in the contract signed between the investor and the partner, to assess the partner's capability to fulfill the portion of work to be jointly implemented under the signed contract with the investor.

2.2. Assessment criteria

2.2.1. The evaluation of the investor's capability and experience shall be carried out in accordance with **Table No. 01** below:

Table 01

ASSESSMENT CRITERIA FOR CAPACITY AND EXPERIENCE

No.	Assessment criteria	Maximum score	Detailed Scoring Scale	Minimum Required Score	Requirements to Meet the Minimum Score	Required Supporting Documents
I. Financial Capacity and Fund Mobilization Capability						
1.1	Equity	80	Investor's equity capital arranged from VND 130,117.5 million (Gb) to VND 867,450.0 million (Ga): Score is interpolated based on the percentage ratio (%), with a maximum score of 80 points (Nb) and a minimum of 48 points (Na).	48	Minimum equity of the investor ⁽²⁾ : VND 130.117,5 million (<i>One hundred and thirty billion, one hundred and seventeen million, five hundred thousand Vietnamese Dongs</i>).	Form No. 06

No.	Assessment criteria	Maximum score	Detailed Scoring Scale	Minimum Required Score	Requirements to Meet the Minimum Score	Required Supporting Documents
1.2	Total Value of Equity Capital and Loans the Investor Can Mobilize ⁽³⁾	20		20	The investor must be capable of mobilizing a minimum total value of equity capital and loans of VND 867,450.0 million (<i>Eight hundred and sixty-seven billion, four hundred and fifty million Vietnamese Dongs</i>)	Form No. 06 and Form No. 07
II. Experience in Implementing Similar Projects ⁽⁴⁾						
2.1	Experience in investing and constructing similar projects	120	- The investor has implemented 01 Type-1 project (or a number of Type-2 and Type-3 projects that, after conversion, are equivalent to 01 Type-1 project): 72 points.	72	The number of projects that the investor or joint venture member, or partner, has participated in as the investor ⁽⁵⁾ contributing equity capital to the project, or as an economic organization established by the investor to implement the project, or as a contractor: 01 project is required to meet the minimum requirement. Project type determination is as follows ⁽⁶⁾ : a) Type 1: The project must belong to the urban area or housing development sector, in which the investor participated as an equity capital contributor or as an	Form No. 08

No.	Assessment criteria	Maximum score	Detailed Scoring Scale	Minimum Required Score	Requirements to Meet the Minimum Score	Required Supporting Documents
			<p>- The investor has implemented more than 01 to 02 Type-1 projects (or a number of Type-2 and Type-3 projects that, after conversion, are equivalent to more than 01 to 02 Type-1 projects): 100 points.</p> <p>- The investor has implemented more than 02 Type-1 projects (or a number of Type-2 and Type-3 projects</p>		<p>economic organization established by the investor to implement the project. The project must have been completed or substantially completed⁽⁷⁾ within 10 years prior to the bid closing year and must have a total investment value / total project cost of at least⁽⁸⁾ VND 433,725.0 million (equivalent to 50% of the total investment capital of the project under consideration);</p> <p>b) Type 2: (Experience as an Investor): Investment projects for the construction of residential buildings or technical/social infrastructure works (within an urban area or housing development), where the investor participates as the investor contributing equity capital to the project or as an economic organization established by the investor to implement the project. The project must have been completed or mostly completed⁽⁷⁾ within 10 years before the bid closing date and must have a total investment amount of at least ⁽⁸⁾ VND 433,725.0 million</p>	

No.	Assessment criteria	Maximum score	Detailed Scoring Scale	Minimum Required Score	Requirements to Meet the Minimum Score	Required Supporting Documents
			that, after conversion, are equivalent to more than 02 Type-1 projects): 120 points.		<p>(equivalent to 50% of the total investment capital of the project under consideration).</p> <p>c) Type 2 (Experience as a Contractor): Projects, bidding packages, or contracts in the urban development, housing development sector, where the investor has participated as a construction contractor. The project must have been completed or mostly completed ⁽⁷⁾ within 10 years before the bid closing date and must meet all of the following conditions:</p> <ul style="list-style-type: none"> - There are projects or project components similar to the main project or main project components under consideration, which are residential building or a technical or social infrastructure work; - Has a minimum value of VND 228,395.7 million ⁽⁹⁾ (Equal to 30% of the value of the works of the project under consideration). <p>d) Type 3: Projects, bidding packages, or contracts in the urban development,</p>	

No.	Assessment criteria	Maximum score	Detailed Scoring Scale	Minimum Required Score	Requirements to Meet the Minimum Score	Required Supporting Documents
					<p>housing development sector, where the investor has participated as a construction contractor. The project must have been completed or mostly completed⁽⁷⁾ within 10 years before the bid closing date and must meet all of the following conditions:</p> <ul style="list-style-type: none"> - There are projects or project components similar to the main project or main project components under consideration, which are residential buildings or technical/social infrastructure works. - Has a minimum value of VND 228,395.7 million ⁽⁹⁾ (Equal to 30% of the value of the works of the project under consideration). 	
2.2	Requirement for Declaration of Dispute and Litigation History Regarding Past	30		18		Form No. 12

No.	Assessment criteria	Maximum score	Detailed Scoring Scale	Minimum Required Score	Requirements to Meet the Minimum Score	Required Supporting Documents
	and Ongoing Projects ⁽¹⁰⁾					
-	No projects currently under dispute or litigation		30			
-	There are projects under dispute or litigation currently being resolved, and the investor's equity capital meets the requirements for implementing the project		18			

No.	Assessment criteria	Maximum score	Detailed Scoring Scale	Minimum Required Score	Requirements to Meet the Minimum Score	Required Supporting Documents
-	There are projects under dispute or litigation currently being resolved, but the investor's equity capital does not meet the requirements for implementing the project		0			
2.3	Assessment by Competent Authorities on the Investor's Operational History in the Province or Centrally-Run City Where the Project is Implemented (if applicable)) ⁽¹¹⁾					

No.	Assessment criteria	Maximum score	Detailed Scoring Scale	Minimum Required Score	Requirements to Meet the Minimum Score	Required Supporting Documents
-	No projects have been suspended or terminated		0			
-	Some projects have been partially or fully suspended, but no projects have been terminated		-10			
-	There are projects that have been terminated		-25			
TOTAL SCORE (T1)		250		158		

Notes:

(1) The Bid Solicitor and the Expert team shall specify in detail the evaluation scale for each criterion.

(2) The requirement for equity capital is determined based on the total investment capital, which includes the preliminary total cost of project implementation, compensation, support, and resettlement costs (if any), and other costs as prescribed by relevant sector-specific laws and regulations (if any).

The investor's equity capital, as stipulated in Article 6 of Decree No. 96/2024/ND-CP dated July 24, 2024, issued by the Government detailing certain provisions of the Law on Real Estate Business, is determined based on:

- The results of the financial statements or audited reports on the equity capital item conducted during the year; in cases where there are no financial statements or audited reports on the equity capital item conducted during the year, the audited financial statements or audited reports on the equity capital item from the preceding year shall be used, in accordance with the provisions of laws on enterprises, auditing, and accounting.

- For enterprises established and operating for less than 12 months, equity capital is determined based on the contributed charter capital in accordance with the provisions of the law on enterprises.

In the event that Decree No. 96/2024/ND-CP dated July 24, 2024, issued by the Government detailing certain provisions of the Law on Real Estate Business, is amended, supplemented, or replaced, the investor's equity capital will be determined according to the provisions in the amended, supplemented, or replaced document.

In cases where the investor is involved in multiple projects and other long-term financial investments at the same time (if applicable), the investor must declare a list of invested projects and other long-term financial investments, ensuring that the total equity capital committed by the investor is sufficient to cover all projects and long-term financial investments as required.

At the time of signing the project contract, the selected investor is responsible for submitting documents to the competent authority to prove their financial capacity.

The investor must declare financial information and submit relevant documents in accordance with Form No. 06, Section IV – Bid Forms, and provide a commitment to mobilize equity capital using Form No. 07, Section IV – Bid Forms.

(3) The investor is also required to submit a commitment to mobilize loan

capital using Form No. 07, Section IV – Bid Forms. The investor shall submit, along with the bid, a financial commitment letter from a bank or credit institution for the remaining financial obligations (excluding equity capital) that the investor is responsible for mobilizing.

(4) Experience in implementing similar projects:

(i) The projects, bidding packages, and contracts undertaken by the investor or partner must meet the technical and quality requirements as per the signed contract (for projects or bidding packages with contracts signed), or documents approving the completion of the project or project components, or equivalent documents from the competent authorities in accordance with the applicable construction laws for each period, in order to be considered and evaluated.

(ii) The investor or partner is only allowed to cite the experience of implementing a similar project (for Type 1 and Type 2 in Section 2.1.b), or similar bidding packages or contracts (for Type 2 in Section 2.1.c, Type 3).

(iii) For Type 2 and Type 3 projects, if the investor or partner participates as part of a joint venture contractor, only the value of the work directly performed within the joint venture can be used to demonstrate the similar bidding packages or contracts.

(5) The investor contributing equity capital to the project is either an investor who has already contributed equity capital to the project (in cases where the investor does not establish an economic organization to implement the project), or a founding shareholder (in cases where the investor establishes an economic organization to implement the project), or an investor who acquires shares or capital contributions from the founding shareholders before the project starts its operations.

(6) Method for Converting Projects or Goods/Service: 1 Type-2 project/package/contract is equivalent to 0.7 of a Type-1 project; 1 Type-3 project/package/contract is equivalent to a maximum of 0.5 of a Type-1 project.

(7) Completion or substantial completion:

- A completed project is a project where all construction components have been accepted and meet the conditions for exploitation and use according to the provisions of construction laws.

- A substantially completed project is a project that falls into one of the following two cases:

+ At least 50% of the value of the construction work volume has been accepted during the construction phase or for construction components according to the provisions of construction law. In cases where the project has not yet had at least 50% of the work volume accepted, the value of the work volume accepted must

be at least equal to the total investment/total project investment of the project under consideration.

- + At least 50% of the number of construction components have been accepted and meet the conditions for partial exploitation and use according to the construction phase regulations as per construction laws;

- A completed bidding package or contract is one in which the construction or construction components have been accepted as completed according to the provisions of construction law.

- A substantially completed bidding package or contract is one in which at least 50% of the value of the work volume for the project or construction components has been completed and accepted.

(8) For projects that have not yet clearly determined the total investment value in the approval documents and project contracts, the investor must provide documents to determine this value.

(9) In cases where the investor or partner has carried out similar projects or construction components to the main project or main construction components of the project under consideration, the investor or partner is allowed to combine the total value of these projects or construction components to demonstrate their similar experience.

(10) Assessment of the history of disputes and complaints related to contracts that have been or are currently being executed.

The investor must declare the history of disputes and complaints related to contracts that have been or are currently being executed, using Form No. 12, Chapter IV – Bid Forms. The investor must ensure that the declaration of this information is complete and truthful. If the Bid Solicitor or the expert team discovers that any investor is involved in litigation that has not been declared, it shall be considered an act of fraud as stipulated in Clause 4, Article 16 of the Law on Bidding, and the bids shall be disqualified. In the event that the resolution of disputes or complaints results in the investor's equity capital no longer meeting the requirements for project implementation, the investor must update their equity capital to demonstrate compliance with the project implementation requirements as specified in the Bidding Documents. If the investor still fails to meet these requirements, they shall be disqualified.

Assessment by Competent Authorities on the Investor's Operational History in the Province or Centrally-Run City Where the Project is Implemented (if applicable).

This criterion is assessed based on the performance results of investment projects in cases where the investor has implemented or is currently implementing a project in the province or centrally-run city where the project is

to be carried out. The investor shall be subject to a point deduction, not exceeding 10% of the total score for capacity and experience, if they have implemented an investment project falling under one of the following cases:

- The project was partially or entirely suspended due to the investor's failure to comply with the contents of the approved investment policy or the Investment Registration Certificate, and the investor, despite having been administratively sanctioned, continued to violate the provisions of the investment law;

- The project was terminated because the investor carried out investment activities based on a sham civil transaction in accordance with civil law regulations;

- The investment activity was terminated due to land revocation for failure to put the land into use or delayed use of the land as prescribed by land law.

- The investment activity was terminated because the investor failed to make the required deposit or failed to provide a deposit guarantee as stipulated by law for investment projects subject to investment implementation guarantees;

- The investment activity was suspended or terminated pursuant to a court judgment, decision, or arbitral award.

In cases where the investor has not implemented any project in the province or centrally-run city where the project is to be carried out, the procuring entity and expert team shall not assess this criterion in the investor's bids.

Section 3. Assessment of the Business Investment Plan, Land Use Efficiency, and Investment Effectiveness for Sectoral and Local Development

3.1. Assessment methods

Bid assessment shall be conducted using a scoring method. During the assessment process, the investor must meet the following minimum score requirements to be considered for ranking:

- a) The minimum score for each criterion or sub-criterion related to the business investment plan must not be less than 60% of the maximum score for that criterion;

- b) The minimum score for each criterion or sub-criterion related to land use efficiency and the effectiveness of investment for sectoral and local development must not be less than 60% of the maximum score for that criterion;

- c) The minimum score for each individual indicator must not be less than 60% of its maximum score.

3.2. Assessment Criteria for the Business Investment Plan

The assessment of the business investment plan shall be conducted according to **Table No. 02** below:

Table 02

No.	Assessment criteria	Maximum score	Detailed Scoring Scale	Minimum Required Score
I	DETAILED TECHNICAL ASSESSMENT CRITERIA	150		90
1	Requirements for the conformity of the proposed investment plan by the investor with the planning approved by a competent authority, in accordance with the provisions of laws on planning, construction, sectoral and field management, and other relevant legal regulations	50		30
1.1	Scope and scale of investment: (The investor shall propose the project's scope and scale in accordance with the investment policy of the project and the 1/500 scale detailed construction planning approved by the competent authority)	20		12
	<i>Fully detailed proposal, meeting the requirements of the Bidding Documents</i>		20	
	<i>Basically detailed proposal, meeting the requirements of the Bidding Documents</i>		12	
	<i>No proposal submitted</i>		0	
1.2	Preliminary total project implementation cost: (The investor shall propose a preliminary total cost estimate for project implementation that: Aligns with the investor's technical proposal; Includes a legal basis, calculation methodology, and explanation for determining the proposed total project cost (contains clearly presented calculation tables that are consistent with the data and proposed	10		6

No.	Assessment criteria	Maximum score	Detailed Scoring Scale	Minimum Required Score
	results; and Complies with the approved investment policy, 1/500 scale detailed construction planning, and relevant provisions of construction law and other applicable regulations)).			
	<i>Fully detailed proposal, meeting the requirements of the Bidding Documents</i>		10	
	<i>Basically detailed proposal, meeting the requirements of the Bidding Documents</i>		6	
	<i>No proposal submitted</i>		0	
1.3	Project Duration and Implementation Schedule	20		12
1.3.1	Proposal Presentation: (The investor shall propose the timeline and implementation schedule of the project, including an explanatory note accompanied by a project schedule chart that clearly outlines the implementation activities and specific work items involved in the proposed investment project.)	10		6
	<i>Fully detailed proposal, meeting the requirements of the Bidding Documents</i>		10	
	<i>Basically detailed proposal, meeting the requirements of the Bidding Documents</i>		6	
	<i>No proposal submitted</i>		0	
1.3.2	Shortening of Project Implementation Time and Schedule:	10		6
	<i>Proposal for construction investment to be completed before 2029</i>		10	
	<i>Proposal for construction investment to be completed as planned in the schedule required in the Bidding Documents 2029</i>		6	
	<i>Proposal for construction investment to be completed after 2028</i>		0	
1.4	Spatial and Architectural Layout Plan, Landscape Design Ensuring Consistency with the Overall Project	10		6
	(The investor shall propose architectural			

No.	Assessment criteria	Maximum score	Detailed Scoring Scale	Minimum Required Score
	design solutions for the project components that ensure compliance with the planning and design indicators explained in the bid documents; include perspective drawings of the proposed structures; and demonstrate the feasibility of project implementation in accordance with the approved 1/500 scale detailed planning.)			
	<i>Fully detailed proposal, meeting the requirements of the Bidding Documents</i>		10	
	<i>Basically detailed proposal, meeting the requirements of the Bidding Documents</i>		6	
	<i>No proposal submitted</i>		0	
2	Requirements for Compliance with Investment and Business Conditions under Applicable Laws and Sectoral Regulations; Requirements for the Operation and Business Plan	50		30
2.1	Requirements for compliance with investment and business conditions in accordance with the provisions of the Law on Investment and sector-specific regulatory laws: (The investor meets the investment and business conditions as stipulated in Article 9 of the 2023 Law on Real Estate Business and other relevant legal documents. The investor has provided a commitment to comply with regulations)	25		15
	<i>The investor commits to and provides an explanation of their capacity to meet the requirements under Article 9 of the Law on Real Estate Business 2023 and other relevant legal documents.</i>		25	
	<i>The investor commits to complying with the requirements under Article 9 of the Law on</i>		15	

No.	Assessment criteria	Maximum score	Detailed Scoring Scale	Minimum Required Score
	<i>Real Estate Business 2023 and related legal documents.</i>			
	<i>The investor does not make any commitment.</i>		0	
2.2	Requirements for the Operation and Business Plan: (The investor shall propose a plan for organizing operations and business activities, including an explanation of how the project will be managed and operated)	25		15
	<i>Fully detailed proposal, meeting the requirements of the Bidding Documents</i>		25	
	<i>Basically detailed proposal, meeting the requirements of the Bidding Documents</i>		15	
	<i>No proposal submitted</i>		0	
3	Requirements for the synchronization of technical infrastructure and social infrastructure systems with housing in accordance with laws on construction, urban management, and housing for the development of a new urban area; requirements for the compatibility of the investment plan proposed by the investor with housing development programs and plans	50		30
3.1	Requirements for the synchronization of the project's technical infrastructure system. (The investor shall propose a synchronized technical infrastructure solution that ensures compliance with the approved 1/500-scale detailed planning and the approved investment policy of the project.)	20		12

No.	Assessment criteria	Maximum score	Detailed Scoring Scale	Minimum Required Score
	<i>Fully detailed proposal, meeting the requirements of the Bidding Documents</i>		20	
	<i>Basically detailed proposal, meeting the requirements of the Bidding Documents</i>		12	
	<i>No proposal submitted</i>		0	
3.2	Requirements for the integrated solution for the project's social infrastructure system: (The investor shall propose an integrated solution for the social infrastructure system that ensures compliance with the approved 1/500 detailed planning and the approved project investment policy.)	20		12
	<i>Fully detailed proposal, meeting the requirements of the Bidding Documents</i>		20	
	<i>Basically detailed proposal, meeting the requirements of the Bidding Documents</i>		12	
	<i>No proposal submitted</i>		0	
3.3	Requirements for the conformity of the investment plan with the housing development program and plan: (The investor shall propose an investment plan that aligns with the housing development program and plan approved by the competent authority.)	10		6
	<i>Fully detailed proposal, meeting the requirements of the Bidding Documents</i>		10	
	<i>Basically detailed proposal, meeting the requirements of the Bidding Documents</i>		6	
	<i>No proposal submitted</i>		0	
II	DETAILED SOCIAL ASSESSMENT CRITERIA	50		30
1	Requirements for the Compensation, Support, and Resettlement Plan and Costs:	30		18

No.	Assessment criteria	Maximum score	Detailed Scoring Scale	Minimum Required Score
	(Provisions on capital advance for implementing compensation, support, and resettlement in accordance with the Land Law)			
	<i>The investor must include in the bid a commitment to advance capital for implementing compensation, support, and resettlement in accordance with the provisions of the Land Law and may additionally propose further support measures.</i>		30	
	<i>The investor must commit, in the bid, to advancing capital for implementing compensation, support, and resettlement as required by the applicable land regulations.</i>		18	
	<i>The investor does not make any commitment.</i>		0	
2	Requirements on the Investor's Capacity to Contribute to Social Welfare for Local Workers: (The investor shall propose a plan to contribute to social welfare for local workers through the employment of local labor, human resource training, and alignment with the needs of the locality where the project is implemented.)	20		12
	<i>There is a proposed plan for contributing to social welfare for local workers through the employment of local labor, human resource training, and other social welfare activities contributed by the investor to the locality, along with a commitment to implement this content in the bid.</i>		20	
	<i>There is a proposed plan for contributing to social welfare for local workers through the employment of local labor and human</i>		12	

No.	Assessment criteria	Maximum score	Detailed Scoring Scale	Minimum Required Score
	<i>resource training contributed by the investor to the locality, along with a commitment to implement this content in the bid.</i>			
	<i>No proposal submitted</i>		0	
III	DETAILED ENVIRONMENTAL ASSESSMENT CRITERIA	50		30
	(The investor shall propose solutions to minimize negative environmental impacts, in accordance with the provisions of environmental protection laws, and shall commit to carrying out procedures as prescribed by law on environmental protection.)			
	<i>Fully detailed proposal, meeting the requirements of the Bidding Documents</i>		50	
	<i>Basically detailed proposal, meeting the requirements of the Bidding Documents</i>		30	
	<i>No proposal submitted</i>		0	
TOTAL SCORE (T2)		250		150

3.3. Assessment Criteria for Land Use Efficiency:

The investor shall propose, in the bid, the percentage of contribution to the state budget (M) based on the minimum required percentage ($m=1.98\%$), in which $M \geq m$. The payment of the proposed value M into the state budget shall be carried out in accordance with Clause 8, Article 48 of Decree No. 115/2024/ND-CP.

The scoring scale for land use efficiency for each bid shall be determined as follows:

$$S_{dx} = S_{min} + \frac{(S_{max} - S_{min}) \times (M - m)}{(M_{max} - m)} \quad (1)$$

In which:

- + S_{dx} : Land use efficiency score of the bid under consideration;
- + S_{max} : maximum score, $S_{max} = 500$;
- + S_{min} : minimum score, $S_{min} = 300$;
- + M_{max} : The highest percentage of state budget contribution among all bids;
- + m : The minimum required percentage of state budget contribution $m = 1.98\%$;
- + M : The percentage of state budget contribution in the bids under evaluation (only applicable to bids where $m < M < M_{max}$).

The assessment of land use efficiency of the investor shall be conducted according to **Table No. 03** below.

Table 03

No.	Assessment criteria	Maximum score	Detailed Scoring Scale	Minimum Required Score
I	ASSESSMENT CRITERIA FOR LAND USE EFFICIENCY	500		300
	<i>The investor shall propose a percentage of state budget contribution in the bid that satisfies the condition: $M > m$ and is the highest among all evaluated investors' bids (M_{max})</i>		500	
	<i>The investor's proposed percentage of state budget contribution in the satisfied bid: $m < M < M_{max}$</i>		Calculated by formula (1) above	
	<i>The investor proposes a percentage of state</i>		300	

No.	Assessment criteria	Maximum score	Detailed Scoring Scale	Minimum Required Score
	<i>budget contribution in the bid that satisfies: $M = m$</i>			
	<i>The investor proposes a percentage of state budget contribution in the bid that satisfies: $M < m$</i>		0	
TOTAL SCORE (T3)		500		300

Section 4. Overall Score

1. The overall score is determined based on the total points for capacity and experience, business investment plan, land use efficiency (for projects specified in Clause 1, Article 4 of Decree No. 115/2024/ND-CP), and the effectiveness of investment in sectoral and local development (for projects specified in Clause 2, Article 4 of Decree No. 115/2024/ND-CP), according to the corresponding weights of each criterion as specified in the Bidding Documents, ensuring the total weight equals 100%.

2. The overall score is determined using the following formula:

$$T = T_1 + T_2 + T_3$$

In which:

T_1 = Score for capacity and experience

T_2 = Score for the business investment plan

T_3 = Score for land use efficiency or the effectiveness of investment in sectoral, local development

3. The investor must meet the following minimum scores to be evaluated and ranked:

a) The overall score must not be less than 70% of the total possible score;

b) The minimum score for the criterion or detailed criterion on capacity and experience must not be less than 63.2% of the maximum score for that criterion;

c) The minimum score for each criterion or sub-criterion related to the business investment plan must not be less than 60% of the maximum score for that criterion;

d) The minimum score for each criterion or sub-criterion related to land use efficiency, or the effectiveness of investment for sectoral and local development must not be less than 60% of the maximum score for that criterion;

đ) The minimum score for each individual indicator must not be less than 60% of its maximum score.

4. The investor who meets the minimum scores for each criterion as specified in Clause 3 of this Section and achieves the highest overall score shall be ranked first.

CHAPTER IV. BID FORMS

1. Form No. 01: Bid Form
2. Form No. 02: Power of Attorney
3. Form No. 03: Joint Venture Agreement
4. Form No. 04: Investor's information
5. Form No. 05: Partners participating in project implementation
6. Form No. 06: Investor's financial capacity
7. Form No. 07: Commitment of financial and credit support for the investor
8. Form No. 08: Experience in implementing similar projects
9. Form No. 09: Technical proposal
10. Form No. 10: Bid security/guarantee
11. Form No. 11: Experience of key personnel and specialized equipment
12. Form No. 12: History of disputes and complaints related to past and ongoing projects
13. Form No. 13: Financial proposal

BID FORM⁽¹⁾

(Location), date ____ month ____ year ____

To: ____ *[insert name of the Bid Solicitor]*

After studying the bidding documents for the project ____ *[insert name of the project]* issued by ____ *[insert name of the Bid Solicitor]* (hereinafter referred to as the Bid Solicitor) on ____ *[insert the date the bidding documents were made available to investors]*, and the amendment document No. ____, dated ____ *[insert number and date of the amendment document, if any]*, we, ____ *[insert name of the investor]*, hereby commit to implementing the above-mentioned project in full compliance with the requirements of the bidding documents. We submit this bid for the above-mentioned project and commit to implementing the financial proposal with the following content:

- *Value to be paid to the state budget.*

We are willing to provide the Bid Solicitor with any additional information or clarification as may be required.

We commit to⁽²⁾:

1. We participate in this bidding process solely in the capacity of an independent investor or a joint venture member.

2. Not in the process of dissolution; not being declared bankrupt or in a state of debt that cannot be paid according to the law.

3. We do not violate regulations on ensuring competition in bidding.

4. We have not engaged in acts of corruption, bribery, collusion, obstruction, or any other violations of bidding laws in connection with this project.

5. All information declared in the bid is accurate and truthful.

6. The partner proposed by us in this bid to demonstrate experience in implementing similar projects shall act as ____ *[insert the role of the partner as construction contractor or operation contractor]* after contract award⁽³⁾.

7. The economic organization established by us to implement the project after winning the bid shall inherit the rights and obligations of the successful investor as committed in the bidding documents and as stipulated in the project contract, and shall fulfill financial obligations related to land use fees and land rental payments in accordance with the provisions of land laws⁽⁴⁾.

8. We agree and undertake to assume full responsibility for all obligations of the investor during the bidding process.

This bid shall remain valid for a period of ____ days *[insert number of days]* (5) from the bid closing date.

Legal representative of the investor ⁽⁶⁾

[insert name, title, signature, and stamp (if applicable)⁽⁷⁾]

Note:

(1) The investor must fully and accurately provide the information regarding the name of the procuring entity, the investor, and the bid validity period.

(2) If it is discovered that the investor violates these commitments, the investor will be considered to have committed fraud, the bid will be disqualified, and the investor will be subject to penalties as per the regulations.

(3) This does not apply in cases where the investor does not use a partner to implement the project.

(4) Not applicable in cases where the investor does not establish an economic organization to implement the project.

(5) The validity period of the bid shall be calculated from the bid closing time to the final date of validity as specified in the Bidding Documents. The period from the bid closing time to the end of 24 hours on the same day is counted as one full day.

(6) For an independent investor, the bid application must be signed and stamped by the investor's legal representative. For a joint venture investor, the bid application must be signed and stamped (if applicable) by the legal representative of each joint venture member, or by the member assigned responsibility according to the joint venture agreement.

The legal representative of the investor/joint venture member is determined according to the provisions in Section 11 of the Investor Guidelines/

(7) In cases where a foreign investor does not have an official stamp, confirmation from a competent authority must be provided to verify that the signature on the bid form and other documents in the bidding dossier belongs to the investor's legal representative.

POWER OF ATTORNEY

Today, on ____ [insert date], at ____

I am ____ [insert name, ID card/Citizen ID Card/Passport Number, title of the legal representative of the investor], the legal representative of ____ [insert name of the investor], with the address at ____ [insert address of the investor], hereby authorize: ____ [insert name, ID card/Citizen ID Card/Passport Number, title of the authorized person] to carry out the following tasks in the process of participating in the selection of the investor for the project ____ [insert project name] organized by ____ [insert name of the Bid Solicitor]:

[The scope of authorization includes one or more of the following tasks:

- Signing the bid form;
- - To sign documents and materials for transactions with the procuring entity during the bidding process, including requests for clarification of the bidding documents, and explanations or clarifications of the bid;
- Signing recommendations in investor selection (if any);
- Other tasks (specify the details of any additional tasks, if applicable)].

The above-mentioned authorized person shall perform tasks only within the scope of authorization as the legal representative of ____ [insert name of the investor]. ____ [insert name of the legal representative of the investor] shall take full responsibility for all actions carried out by ____ [insert name of the authorized person] within the scope of the authorization.

This Power of Attorney is effective from ____ to ____⁽¹⁾. This Power of Attorney is made into ____ copies, all of which have equal legal validity. The Authorizer keeps ____ copies. The Authorized keeps ____ copies. Attached to the original bid is one (01) original copy.

The Authorized

[Insert name, title, signature and seal (if any)⁽²⁾]

The Authorizer

[Insert name of the legal representative of the investor, title, signature, and stamp (if any)⁽³⁾]

Note:

(1) Insert the effective date and expiration date of the power of attorney in accordance with the bidding process.

(2), (3) The use of the seal, where applicable, may be the investor's seal or the seal of the entity where the authorized individual is affiliated.

JOINT VENTURE AGREEMENT

(Location), date ____ month ____ year ____

We, on behalf of the contracting parties, include:

Members of the Joint Venture: ____ [*Insert name of each joint venture member*]

- Registered country:

- Tax ID:

- Address:

- Telephone:

- Fax:

- Email:

- Legal representative:

- Position:

Power of Attorney No. ____ date ____ month ____ year ____ (*in case of authorization*).

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

Article 1. General principles

1. The members voluntarily form a joint venture to participate in the bidding of project ____ [*insert project name*].

2. The members agree that the name of the joint venture for all transactions related to the project is ____ [*insert the agreed joint venture name*].

Transaction address of the Joint venture:

Phone number:

Fax:

Email:

Representative of the Joint venture:

3. The members agree that none of them will voluntarily participate in project bidding, either on their own or in partnership with other investors.

Article 2. Responsibility assignment

The members unanimously agree to assign responsibilities for carrying out tasks during the bidding process for investor selection for the project as follows:

1. The parties hereby agree to appoint ____ *[insert name of one member]* as the lead member of the joint venture, authorized to represent the joint venture in carrying out the following tasks *(which may be adjusted or supplemented as agreed upon by the parties)*:

[The leading member may represent the joint venture to perform one or some of the following tasks:

- *Signing the bid;*
- *To sign documents and materials for transactions with the procuring entity during the bidding process, including requests for clarification of the bidding documents, and explanations or clarifications of the bid;*
- *Signing recommendations in investor selection (if any);*
- *Other tasks, except for signing the contract (specify the contents of the tasks, if any)].*

2. Roles and responsibilities of the joint venture ⁽¹⁾*[specify roles and responsibilities of each member of the joint venture and the percentage of equity contribution in the joint venture]:*

No	Member's name	Role <i>[Insert the work that the member undertakes (financial arrangement, construction, management, operation, ..]</i>	Equity		Loan capital to be mobilized by the investor
			Value	Percentage %	
1	Member 1 <i>[Leading member of the Joint venture]</i>			<i>[At least 30%]</i>	
2	Member 2:			<i>[At least</i>	

				15%]	
...					
Total			100%	

3. The members agree that none of them will voluntarily participate in project investor selection, either on their own or in partnership with other investors. In the case of winning the bid, no member shall have the right to refuse to perform the responsibilities and obligations specified in the contract. If a member of the joint venture refuses to fulfill their individual responsibilities as agreed, that member will be dealt with as follows:

- [- Compensating the other members of the joint venture for any damages;*
- Compensating the competent authorities for damages as specified in the contract;*
- Other forms of handling ____ [insert details of other forms of handling].*

Article 3. Validity of the joint venture agreement

1. The joint venture agreement takes effect from the date of signing.
2. The joint venture agreement is terminated in the following cases:
 - The parties mutually agree with the termination.
 - There is a change in joint venture members. In this case, if the change of joint venture members is approved by the bid solicitor, the parties must prepare a new joint venture agreement;
 - The Joint Venture does not win the bid;
 - Cancellation of bidding as notified by the Bid Solicitor.
 - The parties fulfill their respective responsibilities and obligations and proceed with contract liquidation.

This Joint Venture Agreement is made into ____ originals, each member keeps ____ copies, 01 original is enclosed with the bid. The copies have the same legal validity.

Legal representative of each joint venture member ⁽²⁾

[insert name of legal representative of each member, title,

signature and stamp) (if any)⁽³⁾]

Note:

(1) The Investor must list the role and equity contribution percentage of each member.

(2) The legal representative of each joint venture member is determined according to the provisions in Section 11 Instructions to Investors.

(3) In case a joint venture member is a foreign investor without a seal, a competent organization's certification must be provided that the signature in the joint venture agreement is that of the joint venture member's legal representative.

INFORMATION ABOUT THE INVESTOR

(Location), date ____ month ____ year ____

1. Name of the investor/joint venture member:
2. Country of registration of the investor:
3. Year of establishment:
4. Legal address of the investor in the country of registration:
5. Information about the legal representative of the investor:
 - Name:
 - Address:
 - Tel/Fax:
 - Email address:
6. Investor's organizational chart

Legal representative of the investor*[insert name, title, signature and seal (if any)]***Note:**

In case the Investor is a joint venture investor, each of the joint venture members must declare in this Form. Investors/joint ventures need to submit a copy of one of the following documents: Business registration certificate or establishment decision or equivalent document issued by a competent authority; for foreign investors: a document proving registration of establishment and operation under foreign law.

PARTNERS PARTICIPATING IN PROJECT IMPLEMENTATION⁽¹⁾**1. Partner Information**

No.	Partner name ⁽²⁾	Registered country	Role ⁽³⁾	Value and Scope of Participating Work ⁽⁴⁾	Legal representative	Contract with Partner ⁽⁵⁾
1	Company 1		[Financial provider]			
2	Company 2		[Construction Contractor]			
3	Company 3		[Operation/ Management Contractor]			
					

2. Information about the project/lot/contract the partner is currently working on

[The partner lists the project/lot/contract they are working on as required in the Bidding Documents:]

1. Project/package/contract No. 01: ____ *[insert project name]*

Name of the partner collaborating in the project	
1	Contract No. _____ Date of signing: _____
2	Project/ package/contract name: _____
3	Investment field of the project/package/contract: _____
4	Role: <input type="checkbox"/> Construction Contractor <input type="checkbox"/> Joint Venture Member <input type="checkbox"/> Operation Contractor <input type="checkbox"/> Direct Supplier of Goods and Services

5	Name of the Competent Authority/Representative of the Competent Authority (for the project); Investor/Representative of the Investor (for the package/contract) Address: Contact person: Phone number: Fax: Email:
6	Detailed information Brief description of the scope, content, value of work, work requirements, and other requirements (if any) of the project/package/contract being implemented
	- Brief description of the work performed: - Value of completed part(s) of work: Equivalent value (Value and currency): . . VND
	- Brief description of the work to be done: - Value of the part of work(s) to be done: Equivalent value (Value and currency): . . VND - Work Requirements: - Other Requirements (if any):
	History of disputes and lawsuits:

2. Project/package/contract No. 02:___ *[insert project/package/contract name]*

Legal representative of the Investor

[Insert name, title, signature, and seal (if applicable)]

Note:

(1) In cases where partners are involved, this form must be filled out.

(2) Specify name of the partners. In case the identities of the partners are not specifically determined at the time of submitting bids, this column need not be filled. Instead, it should only be filled in the "participation role" column. If the bid is won, the investor must notify the tender inviter when mobilizing the partners to perform the

tasks that have been declared.

(3) Specify role of each partner.

(4) In cases where the investor uses a partner's experience to demonstrate their own experience in implementing similar projects, the investor must specify the partner's name, role, value, and volume of work in the project. Subsequently, if the bid is won, the value and scope of work that the partner will participate in must be stated in the contract.

(5) The investor must specify the contract number and attach a certified copy of the document. The contract or agreement with the partner must be signed by the legal representatives of the parties. The legal representatives of the parties are the individuals authorized by law to represent the parties, or individuals who have been granted authorization by the legal representatives of the parties.

INVESTOR'S FINANCIAL CAPACITY ⁽¹⁾**1. Name of the investor/joint venture member:****2. Information on financial capacity of investors/joint venture members ⁽²⁾:****a) Summary of financial data ⁽³⁾:**

No.	Content	Value
I	Equity committed for the project	
II	Data on investor's equity	
1	Total equity	
2	Costs related to disputes and complaints (if any)	
3	Committed equity for ongoing projects ⁽⁴⁾ (excluding capital disbursed for ongoing projects) and other long-term financial investments (if any))	
4	Retained equity according to regulations	

b) Attached documents ⁽⁵⁾

- Financial statements or reports for equity capital items that have been audited during the year; if there are no audited financial statements or reports for equity capital items for the year, the investor must submit audited financial statements or reports for equity capital items for the previous year in accordance with the regulations of enterprise law, auditing law, and accounting law.

- For enterprises established and operating for less than 12 months, equity capital is determined based on the contributed charter capital in accordance with the provisions of the law on enterprises. In this case, it is necessary to attach documentation proving the charter capital of the enterprise.

Statements provided by the investor must comply with regulations on finance and accounting, reflect the separate financial position of the investor or the joint venture member (in case of joint venture investor) but not the financial position of an associate such as its parent company or a subsidiary or an affiliated company.

- A list of ongoing projects and other long-term financial investments in cases where the investor is involved in multiple projects and other long-term financial investments at the same time (if applicable).

Legal representative of the investor

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

Note:

(1) In case the Investor is a joint venture investor, each of the joint venture members must declare in this Form.

(2) The investor is responsible before the law for the accuracy and legality of the data and documents provided concerning equity capital, the allocation of equity capital to ongoing projects, and other long-term financial investments (if applicable). If it is discovered that the declared information is incorrect, thereby falsifying the evaluation results, the Investor will be considered fraudulent and is disqualified under Clause 4, Article 16 of the Law on Bidding.

(3) Based on the assessment criteria, the bid solicitor and the expert team shall add appropriate information.

(4) If the investor participates in several projects and long-term financial investments (if any) at the same time, the investor shall create a portfolio of on-going projects and long-term financial investments, ensuring that the investor's total equity is sufficient for the total amount of equity that the investor commits for all projects and long-term financial investments as required.

(5) Based on the evaluation criteria, the bid solicitor and the expert team may add documents that the investor must submit to prove financial capacity (for example: tax finalization inspection records, tax self-settlement declarations; documents proving that the investor has declared and finalized tax electronically; written certification of the tax authority;...).

COMMITMENT OF FINANCIAL AND CREDIT SOURCES FOR THE INVESTOR

(Location), date ____ month ____ year ____

1. I am ____ *[insert name]*, ____ *[insert position]*, the legal representative of ____ *[insert name of investor/name of investor joint venture]*, hereby confirm and commit that the information provided in this document is true and accurate, and the attached documents are true copies of the originals.

2. The following financial and credit sources have been committed and will be mobilized to implement the project:

Financial Sources	Value ⁽¹⁾
I. Equity capital committed to the project:	
1.	
2.	
...	
II. Loan capital to be mobilized by the investor:	
1.	
2.	
...	

3. Attached Documents:

- For equity capital: A written commitment to ensure sufficient equity capital as per the financial plan for the project, issued by the owner's representative, the owner, or the parent company, accompanied by documents proving the signatory's authority to make such commitment.

- For loan capital: A written financial commitment from a bank, credit institution, or other lender in accordance with the law, accompanied by documents proving the signatory's authority to make such commitment.

- Other relevant documents.

Legal representative of the investor

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

Note:

(1) Indicate the amount in figures and in words, in the bidding currency.

EXPERIENCE IN IMPLEMENTING SIMILAR PROJECTS ⁽¹⁾

(Location), date ____ month ____ year ____

[Investor/partner lists implementation experience project/bid/contract similar to HSMQT requirements] [The investor/partner lists their experience in implementing similar projects/packages/contracts as required by the Bidding Documents]

1. Project/package/contract No. 01: ____ *[Insert name of project/package/contract]*

Name of investor/joint venture member/partnership member	
1	Contract No. _____ Date of signing: _____
2	Project/ package/contract name: _____
3	Investment field of the project/package/contract: _____ Type of project/package/contract: _____
4	Role: <input type="checkbox"/> Independent investor <input type="checkbox"/> Joint Venture Member <input type="checkbox"/> Construction Contractor <input type="checkbox"/> Operation Contractor <input type="checkbox"/> Direct supplier of goods/services <input type="checkbox"/> Economic organization established by the contractor to implement the project
5	Name of the Competent Authority/Representative of the Competent Authority (for the project); Investor/Representative of the Investor (for the package/contract) Address: _____ Contact person: _____ Phone number: _____ Fax: _____ Email: _____
6	Detailed information
6.1	In cases where the investor participates in the project as an investor contributing equity capital into the project or as an economic organization established by the investor to implement the project:
	Total investment (total capital investment): _____
	Scale and capacity: _____
	Level of the project: _____

	Quantity and types of goods/services provided:
	Project progress and quality ⁽²⁾ : <input type="checkbox"/> Currently under construction, with the following completed and accepted work items: ____ [<i>specify the number and value of work items that have been completed and accepted</i>]. <input type="checkbox"/> The project has been completed and accepted, ready for operation and use. <input type="checkbox"/> Accepted work volume value: ____ [<i>specify the value and percentage of work volume that has been accepted according to construction laws</i>]. <input type="checkbox"/> Currently in operation ____ [<i>specify the duration of the operation phase since the project or work item was transitioned to this phase</i>]. <input type="checkbox"/> Completed
	History of disputes and lawsuits:
	Brief description of special technical/operational requirements:
6.2	In case the Investor participating in the project/contract as a contractor:
	Total investment (total capital investment):
	Scale and capacity:
	Level of the project:
	Quantity and types of goods/services provided:
	Scope of work: [<i>Specify the number and name(s) of the work items</i>].
	Value of the part of the work involved: Equivalent value (Value and currency): . . VND [<i>Specify the value of each work item</i>].
	Progress and quality ⁽³⁾ : <input type="checkbox"/> The entire project/work item has been accepted, ready for operation and use. <input type="checkbox"/> The project/work item has been accepted: ____ [<i>Specify the number and value of the completed work items, clearly stating which work items are ready for partial operation and use in accordance with the construction laws, based on construction stages</i>]. <input type="checkbox"/> Accepted work volume value: ____ [<i>specify the value and percentage of work volume that has been accepted according to construction laws</i>]. <input type="checkbox"/> Currently in operation ____ [<i>specify the exact operational period starting from the date the project or work entered the operational phase</i>]. <input type="checkbox"/> The operation phase has ended.
	History of disputes and lawsuits:
	Brief description of special technical/operational requirements:

2. Project/Package/contract number 02: ____ [*Specify the project/contract name*].

...

Legal representative of the investor

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

Note:

(1) The Bid Solicitor may adjust or supplement the information reporting requirements in this form to align with the criteria for evaluating the investor's experience.

(2), (3) The investor must provide documents issued by the competent authority confirming that the construction work or part of the construction project has been accepted in the construction phase, or that the construction work or part of the construction work is ready for use according to the construction laws; confirmation that the construction work or part of the construction work has been accepted and meets the requirements for exploitation and use under the relevant legal provisions, or the issuance of a certificate of business eligibility or confirmation of compliance with conditions for exploitation and use according to industry-specific legal regulations, along with one or more of the following documents:

- Decision on approval of investment policy or decision on approval of the investment policy simultaneously with the approval of the investor, the investment registration certificate, or an equivalent document as prescribed by the investment laws applicable at the time.

- The contract signed between the competent authority and the investor (for projects or bidding packages where a contract has already been signed).

- The document approving the completion acceptance of the project or project components, or an equivalent document from the competent authority, as prescribed by construction laws applicable at the time.

Regarding experience in operating and managing the project, the investor must provide documents issued by a competent authority confirming that the operation complies with the requirements stipulated by sector-specific laws and other relevant legal regulations, or provide documents proving that civil transactions related to the operation have been carried out.

TECHNICAL PROPOSAL

Based on the requirements specified in the Bidding Documents, the Investor shall prepare the technical proposal, including relevant forms and explanatory documents (if any), as the basis for evaluating the business investment plan. The proposal shall include the following contents:

I. Technical Aspects

1. Project Investment Plan (including the scope, scale, preliminary total cost of project implementation, timeline, schedule, investment phasing for construction works, spatial and architectural layout plan, and landscaping to ensure synchronization with the overall project);

2. Technology Application Solution and Technology Transfer Plan (if any);

3. Business and Operational Conditions: In accordance with investment laws and sector-specific regulatory requirements (if applicable); along with the plan for organizing operations and business activities.

4. Explanation of the synchronization between the technical infrastructure and social infrastructure systems with housing, in accordance with the provisions of laws on construction, urban management, and housing, for the purposes of new construction or urban renovation and upgrading; Explanation of the alignment between the proposed investment plan by the investor and the housing development programs and plans (applicable to urban area development projects with mixed-use functions);

II. Social Aspects

1. Plan and Cost Estimate for Compensation, Support, and Resettlement
The investor shall advance the funds for compensation, support, and resettlement, ensuring compliance with the principle of payment in accordance with land laws. The investor must provide a commitment in the bid documents to advance the capital required for the implementation of compensation, support, and resettlement, in accordance with the requirements set out in the bidding documents issued by the competent authority, and based on the approved compensation, support, and resettlement plan in accordance with the provisions of the Land Law;

2. Plan for using local labor, training human resources, plan for average income level and average income growth rate.

III. Environmental Aspects

1. Land Use Plan (including land use indicators and floor area ratio in accordance with the laws on land and construction), Natural Resource

Utilization Plan; Plan for Biodiversity Conservation, improving quality of land, natural resources, and local ecosystems in the project area.

2. Solutions to minimize negative effects on the environment.

IV. Project Implementation

The investor must propose a method of project implementation management (either by establishing an economic organization to implement the project or by directly implementing the project in accordance with Clause 1, Article 51 of Decree No. 115/2024/ND-CP) and commit to carrying out the land-use investment project in accordance with the provisions of Articles 51 and 52 of Decree No. 115/2024/ND-CP and other relevant laws.

BID SECURITY ⁽¹⁾

Beneficiary: _____ *[insert name and address of the Bid Solicitor]*

Date of issue: _____ *[insert date of issuance of the bid security]*

Bid Security No.: _____ *[insert reference number of the Bid Security]*

The Guarantor: _____ *[insert name and address of the issuing entity, if this information is not already included in the letterhead]*

We have been informed that _____ *[insert name of the investor as stated in the bid]* (hereinafter referred to as the "Security Requester") intends to participate in the bidding for the project of _____ *[insert name of the project]* in accordance with Invitation for Bids No. _____ *[insert reference number of the Invitation for Bids as published on the System]*.

We hereby commit to the Beneficiary to guarantee the Investor's participation in the bidding for the project in the amount of _____ *[insert the value in figures, in words, and the currency used]*.

This guarantee shall remain valid for _____ (2) days from [insert day] [insert month] [insert year] (3).

At the request of the Security Requester, we, as the Guarantor, unconditionally and irrevocably undertake to pay the Beneficiary an amount or amounts not exceeding _____ *[insert amount in words] ([insert amount in figures])* upon receipt of a written notice from the Beneficiary stating that the investor is in breach, which clearly stating that ⁽⁴⁾:

1. The investor withdraws the bid after the bid closing time and during the bid validity period;

2. The investor violates bidding laws, resulting in bid cancellation as prescribed at Point d, Section 33.1 of the Instructions to Investors in the Bidding Documents;

3. The selected investor fails to provide the performance security as required under Section 37.1 of the Instructions to Investors in the Bidding Documents;

4. The selected investor fails or refuses to proceed with negotiations, finalization, or signing of the contract within the period stated in the notification of bid approval and contract award by the procuring entity, except in cases of force majeure.

If any member of a joint venture violates the provisions of law resulting in forfeiture of the bid security in accordance with Section 17.5 of the Instructions

to Investors in the Bidding Documents, the bid securities of all members of the joint venture shall be forfeited⁽⁵⁾.

If the security requester is selected: This guarantee shall automatically expire upon the security requester's signing of the contract and submission of the performance security to the Beneficiary, as stipulated in the contract.

If the security requester is not selected: This guarantee shall automatically expire upon our receipt of a copy of the notification of investor selection results issued by the Beneficiary to the Security Requester; or within 30 days after the expiration of the bid validity period.

Any claim under this guarantee must be submitted to our office on or before the expiry date of this guarantee.

Authorized representative of the Bank

[insert name, title, signature, and official stamp]

Note:

(1) Applicable in cases where the bid security measure is a letter of guarantee issued by a credit institution or a foreign bank branch legally operating in Vietnam.

(2) To be filled in accordance with the provisions in Section 17.1 of the Data Sheet.

(3) Enter the bid closing date as stipulated in Section 21.1 of the **Data Sheet**.

(4) In the event that the content of the guarantee letter omits any of the listed breach acts, it shall be considered a disadvantageous condition for the procuring entity in accordance with Section 17.3 of the Instructions to Investors.

(5) Applicable in the case of joint venture investors.

**EXPERIENCE OF KEY PERSONNEL
AND SPECIALIZED EQUIPMENT⁽¹⁾**

I. Experience of Key Personnel

No.	Work position	Quantity	Experience in Similar Works	Certificates, Professional Qualifications ⁽²⁾
1			Minimum __ years or Minimum __ contracts	
2			Minimum __ years or Minimum __ contracts	
...				
n				

II. Declaration of Specialized Equipment

No.	Description ⁽³⁾	Quantity	Equipment Features ⁽⁴⁾	Other Information (if any)
1				
2				
...				
n				

Note:

(1) This form is applicable only in cases where sector-specific laws or regulations require

(2) Applicable only when sector-specific laws or regulations require degrees/certificates of key personnel.

(3) Enter the name and description of the specialized equipment.

(4) Applicable only when sector-specific laws or regulations require specifications

HISTORY OF DISPUTES AND CLAIMS REGARDING COMPLETED AND ONGOING PROJECTS⁽¹⁾

Name of Investor: _____

Date: _____

Name of Joint Venture Member (if applicable): _____

Disputes and Claims Related to Completed and Ongoing Projects				
Select one of the following statements: <input type="checkbox"/> No disputes or claims related to completed or ongoing projects. <input type="checkbox"/> The following is a description of disputes and claims related to completed and ongoing projects in which the investor (or each joint venture member, if applicable) is/was a party.				
Year	Project Description	Dispute/Claim Issue	Value of Dispute/Claim ⁽²⁾	Proportion Corresponding to Equity Capital
	Project Description: _____ Name of Competent Authority: _____ Name of Contracting Authority (if applicable): _____ Address: _____			

Note:

(1) The investor must ensure that the declaration of this information is complete and truthful. If the Bid Solicitor discovers that any investor is involved in litigation that has not been declared, it shall be considered an act of fraud as stipulated in Clause 4, Article 16 of the Law on Bidding, and the bids shall be disqualified. In the event that the resolution of disputes results in the investor's equity capital no longer meeting the requirements for project implementation, the investor must update their equity capital to demonstrate compliance with the project implementation requirements as specified in the Bidding Documents. If the investor still fails to meet these requirements, they shall be disqualified.

In the case of a joint venture investor, each member of the joint venture must

complete this form individually.

(2) The currency shall be the one specified in Section 16.1 of the **Data Sheet**.

FINANCIAL PROPOSAL

The investor shall specifically propose a plan to demonstrate the efficiency of land use or the effectiveness of investment in the development of the sector, industry, or locality, in line with the value stated in the Bid Form, as follows:

I. For projects stipulated in Clause 1, Article 4 of Decree No. 115/2024/ND-CP, the investor shall specifically propose a plan to demonstrate the efficiency of land use in accordance with the value stated in the Bid Form, based on the following contents:

1. For projects subject to the minimum state budget contribution standard: Provide an explanation of the proposed value of the state budget contribution, the form of payment, and the timeline for payment to the state budget in accordance with the requirements specified in the draft contract.

PART 2. PROJECT IMPLEMENTATION REQUIREMENTS

The Bid Solicitor and the expert team shall base their assessment on the content of the investment policy approval decision for projects subject to investment policy approval, the pre-feasibility study report (if any), the feasibility study report (if any); and the document approving the investment project information involving land use for projects not subject to investment policy approval, in order to determine the project implementation requirements, financial obligations, as well as other related responsibilities, including:

I. Information about the project:

1. Project Name; Investment Objectives and Scale of the Project:

1.1. Project name: High-End Residential and Resort Tourism Area Project in Thanh Thuy Town and Bao Yen Commune, Thanh Thuy District.

1.2. Investment objectives:

- To invest in the construction of a high-end residential and resort tourism area project in Thanh Thuy town and Bao Yen commune, Thanh Thuy district – located in Dong Buoi area, within the administrative boundaries of Thanh Thuy town and Bao Yen commune, Thanh Thuy district, Phu Tho province to concretize the 1/500 detailed planning project approved by the People's Committee of Phu Tho Province under Decision No. 2650/QD-UBND dated December 11, 2023; and at the same time, to gradually fulfill the housing targets in Thanh Thuy district in accordance with the Phu Tho Provincial Housing Development Program for the period 2021–2030 and the Housing Development Plan of Phu Tho Province through 2025.

- To develop a high-end residential and resort tourism area in Thanh Thuy town and Bao Yen commune, Thanh Thuy district, Phu Tho province, featuring a synchronized system of technical infrastructure and partial social infrastructure works to meet the housing needs of local residents and attract tourists to resort destinations in Phu Tho province in general, and Thanh Thuy district in particular, serving as a legal basis for state management agencies in overseeing land use planning, construction planning, and tourism-service development in a sustainable manner.

1.3. Project scale: The project includes residential buildings (townhouses, villas), social infrastructure works (such as cultural centers, educational facilities, public green spaces, and commercial areas), and tourist service

facilities with aesthetically pleasing architectural designs; along with landscaped greenery and a fully synchronized system of technical infrastructure works.

a) Land area scale and land use boundaries

- Total land area of **250,882.50 m² (25.09 hectares)** as per the approved planning, with a specific structure of land use planning.

No.	Function	Symbol	Area (m ²)	Percentage (%)
1	Residential land		46,965.5	18.72
1.1	Land for townhouses	LK	17,792.0	7.09
1.2	Land for villas	BT	29,173.5	11.63
2	Social infrastructure land		54,128.5	21.58
2.1	Land for cultural houses	CC	1,059.3	0.42
2.2	Land for education (kindergarten)	GD	2,024.4	0.81
2.3	Public green space land	CX	37,810.0	15.07
2.4	Commercial land	TM	13,234.8	5.28
3	Tourism service land	DLDV	20,136.5	8.03
4	Road land		73,951.7	29.47
5	Parking lot land	BDX	5,979.3	2.38
6	Other technical infrastructure land		6,648.9	2.65
6.1	Land for wastewater treatment station	HTKT	710.1	0.28
6.2	Land for walking paths and utility pipeline layout		5,938.8	2.37
7	Other land		43,072.1	17.17
7.1	Lakes, ponds, lagoons	MN-01	37,623.8	15.00
7.2	Rivers, streams, canals, ditches	MN-02	5,448.3	2.17
	Total:		250,882.5	100.00

- Land use boundaries: To the north: bordering the road connecting Provincial Road 317 and Provincial Road 317G; To the west: bordering Provincial Road 317G; To the east: bordering the residential area of Thanh Thuy town and Bao Yen commune; To the south: bordering Provincial Road 317D.

b) Architectural works and technical infrastructure system: Construction must comply with the area, height, building density, and land use coefficient as specified in the 1/500 detailed construction planning of the project, approved by the Provincial People's Committee under Decision No. 2650/QD-UBND dated December 11, 2023.

c) *Population size:* The estimated population is approximately 944 people. In which: The adjoining residential area (134 households) will accommodate approximately 536 people, while the villa residential area (102 households) will house around 408 people.

d) *Products, services provided, and land fund for social housing development*

*) *Products and services provided:*

Housing; townhouse land; villa land; public facilities, commercial and service buildings; tourism service facilities; roads, technical infrastructure, landscape lakes, green parks, etc.

*) *Preliminary structure of housing and residential land products:*

- Total of 236 residential lots (parcels) with a total area of 46,965.5 m². Specifically:

+ Townhouse land: 134 lots (parcels) with a total area of 17,792.0 m².

+ Villa land: 102 lots (parcels) with a total area of 29,173.5 m².

- Construct and complete 80 housing units (with rough construction and fully finished exterior), including 24 villa units and 56 townhouse units. The remaining 156 residential lots (including 78 villa lots and 78 townhouse lots) will be transferred with land use rights to buyers who will build their own houses in accordance with the detailed planning approved by the competent authority, after the investor has fulfilled all the conditions stipulated in Article 31 of the 2023 Law on Real Estate Business and complied with other relevant legal provisions on investment, land, construction, and real estate business.

*) *Project areas where housing construction is required and areas eligible for land use rights transfer in the form of subdivided plots for sale:*

- A total of 80 residential lots (parcels), for which the investor must construct 80 housing units (with rough construction and fully finished exterior). Including:

+ Land for villas Investment in the construction of 24 villa housing units on 24 residential lots (parcels): Details are specified as follows: (i) BT-05 Area: Construction of 08 villa units on lots designated from BT-05-01 to BT-05-08; (ii) BT-06 Area: Construction of 16 villa units on lots designated from BT-06-01 to BT-06-16.

+ Town houses (detached units): Investment in the construction of 56 detached town house units on 56 residential lots (parcels). Details are specified

as follows: (i) LK-01 Area: Construction of 10 detached town house units on lots designated from LK-01-01 to LK-01-10; (ii) LK-03 Area: Construction of 15 detached town house units on lots designated from LK-03-14 to LK-03-28; (iii) LK-04 Area: Construction of 15 detached town house units on lots designated from LK-04-01 to LK-04-15; (iv) LK-05 Area: Construction of 16 detached town house units on lots designated from LK-05-01 to LK-05-16;

A total of 156 remaining residential lots (parcels) will be transferred with land use rights in the form of subdivided plots for sale to households and individuals who will build their own houses in accordance with the detailed planning approved by the competent authority, after the Investor has fully met the conditions stipulated in Article 31 of the 2023 Law on Real Estate Business and complied with other relevant legal provisions on investment, land, construction, and real estate business. Including:

+ Villa lots: 78 lots in total, detailed as follows: (i) BT-01 Area: 08 lots (parcels), designated from BT-01-01 to BT-01-08; BT-02 Area: 05 lots (parcels), designated from BT-02-01 to BT-02-05; (iii) BT-03 Area: 15 lots (parcels), designated from BT-03-01 to BT-03-15; (iv) BT-04 Area: 09 lots (parcels), designated from BT-04-01 to BT-04-09; (v) BT-07 Area: 14 lots (parcels), designated from BT-07-01 to BT-07-14; (vi) BT-08 Area: 14 lots (parcels), designated from BT-08-01 to BT-08-14; (vii) BT-09 Area: 13 lots (parcels), designated from BT-09-01 to BT-09-13;

+ Detached town house lots (parcels): 78 lots in total, detailed as follows: (i) LK-01 Area: 10 lots (parcels), designated from LK-01-11 to LK-01-20; LK-02 Area: 10 lots (parcels), designated from LK-02-01 to LK-02-10; (iii) LK-03 Area: 13 lots (parcels), designated from LK-03-01 to LK-03-13; (iv) LK-04 Area: 13 lots (parcels), designated from LK-04-16 to LK-04-28; (v) LK-05 Area: 16 lots (parcels), designated from LK-05-17 to LK-05-32; (vi) LK-06 Area: 16 lots (parcels), designated from LK-06-01 to LK-06-16;

**) Regarding the land fund for social housing development: None.*

2. Total investment capital of the project: VND 867,450,000,000 (*In words: Eight hundred and sixty-seven billion, four hundred and fifty million dong*s). In which:

- Preliminary total project implementation cost: VND 761,319,000,000 (*In words: Seven hundred and sixty-one billion, three hundred and nineteen million dong*s)

- Estimated compensation, support, and resettlement cost: VND 106,131,000,000 (*In words: One hundred and six billion, one hundred and thirty-one million dong*s).

3. Location of the project: Thanh Thuy Town and Bao Yen Commune, Thanh Thuy District, Phu Tho Province.

4. Land use purpose; current land use status:

- Use purpose of the land: Investment in the construction of a high-end residential and resort tourism area, including residential buildings (townhouses, villas), social infrastructure works (cultural centers, educational facilities, public green spaces, commercial areas), tourism service facilities with attractive architectural designs; landscaped greenery; and a fully synchronized system of technical infrastructure works.

- Current land use status: The types of land within the project's scope and boundaries include: Traffic land + talus, rice cultivation land, annual crop land, and irrigation land.

5. Project site area: 250,882.50m².

6. Planning indicators:

6.1. Population indicator: The planned population for the project area is approximately 944 people. In which: The adjoining residential area (134 households) will accommodate approximately 536 people, while the villa residential area (102 households) will house around 408 people.

6.2. Indicators of land use, social infrastructure, and technical infrastructure

No.	Name	Unit	Standard norms	Planning project indicators
1	Land use indicators			
	- Green space land per resident:	m ² /person	≥2	40.1
	- Traffic land	%	≥18	29.47
	- Parking lot land	m ² /person	≥2.5	6.33
	- Gross Residential Unit Building Density	%	≤60	19.88
	- Building Height	Floors		1-4
	- Land for Kindergarten Facilities	Student/1000 people	50	60

No.	Name	Unit	Standard norms	Planning project indicators
	(Estimated for 150 children)	m ² /child	≥12	13.5
2	Technical Infrastructure			
2.1	Traffic			
	Design width for one lane	m	3.0 - 3.75	3.5 - 3.75
	Design width for one pedestrian lane	m	0.75	0.75
	Minimum longitudinal slope	%	0.3	0.3
	Maximum longitudinal slope	%	9	0.83
2.2	Electric Supply Standards			
	Townhouses and villas	kw/household	≥2.8	5 - 8
	Kindergarten	Kw/child	≥0.2	0.2
	Commercial, service, and public facilities	kW/m ² floor area	≥0.03	0.03
	Street lighting	W/m ²	1	1
	Park and garden lighting	W/m ²	0.5	0.5
2.3	Water Supply Standards			
	Domestic water (Qsh)	Liters/person/day and night	≥80	180-250
	Kindergarten	liters/child/day and night	≥75	75
	Public and service facilities	liters/m ² floor area	≥ 2	2
	Street and parking lot cleaning	Liters/m ² /day and night	≥ 0.4	0.5
	Greenery and garden irrigation	Liters/m ² /day and night	≥ 3	3
	Firefighting water	m ³ /fire incident	≥ 108	108
2.4	Drainage standards	%Qsh	≥80	100
2.5	Waste Disposal Standards	Kg/person/day and night	0.8	1.0

6.3. Land Use Structure Table for the Entire Planning Area

No.	Function	Symbol	Area (m ²)	Percentage (%)
1	Residential land		46,965.5	18.72

No.	Function	Symbol	Area (m ²)	Percentage (%)
1.1	Land for townhouses	LK	17,792.0	7.09
1.2	Land for villas	BT	29,173.5	11.63
2	Social infrastructure land		54,128.5	21.58
2.1	Land for cultural houses	CC	1,059.3	0.42
2.2	Land for education (kindergarten)	GD	2,024.4	0.81
2.3	Public green space land	CX	37,810.0	15.07
2.4	Commercial land	TM	13,234.8	5.28
3	Tourism service land	DLDV	20,136.5	8.03
4	Road land		73,951.7	29.47
5	Parking lot land	BDX	5,979.3	2.38
6	Other technical infrastructure land		6,648.9	2.65
6.1	Land for wastewater treatment station	HTKT	710.1	0.28
6.2	Land for walking paths and utility pipeline layout		5,938.8	2.37
7	Other land		43,072.1	17.17
7.1	Lakes, ponds, lagoons	MN-01	37,623.8	15.00
7.2	Rivers, streams, canals, ditches	MN-02	5,448.3	2.17
	Total		250,882.5	100.00

6.4. Land Use Indicators Table for Each Plot:

No	Function	Symbol	Area (m ²)	Maximum Building Density (%)	Maximum Building Height (floors)	Maximum Floor Area (m ²)	Land Use Coefficient (times)
1	Residential land		46,965.5	68.10	2.5-3	87,271.0	1.86
1.1	Land for townhouses	LK	17,792.0	82.26	3	43,906.4	2.47
		LK-01	2,688.0	81.89	3	6,603.2	2.46
		LK-02	1,344.0	81.89	3	3,301.6	2.46
		LK-03	3,788.0	81.52	3	9,263.7	2.45
		LK-04	3,788.0	81.52	3	9,263.7	2.45
		LK-05	4,140.0	83.22	3	10,336.1	2.50
		LK-06	2,044.0	83.79	3	5,138.1	2.51
1.2	Land for villas	BT	29,173.5	59.46	2.5	43,364.6	1.49

No	Function	Symbol	Area (m ²)	Maximum Building Density (%)	Maximum Building Height (floors)	Maximum Floor Area (m ²)	Land Use Coefficient (times)
		BT-01	2,034.5	61.83	2.5	3,144.7	1.55
		BT-02	1,344.0	60.68	2.5	2,038.8	1.52
		BT-03	3,757.4	62.15	2.5	5,838.2	1.55
		BT-04	2,352.0	61.12	2.5	3,594.0	1.53
		BT-05	2,067.6	61.48	2.5	3,178.0	1.54
		BT-06	3,992.0	62.21	2.5	6,208.4	1.56
		BT-07	4,584.0	57.21	2.5	6,556.0	1.43
		BT-08	4,584.0	57.21	2.5	6,556.0	1.43
		BT-09	4,458.0	56.08	2.5	6,250.5	1.40
2	Social infrastructure land		54,128.5	22.70	1-4	38,744.5	0.72
2.1	Land for cultural works	CC	1,059.3	40.00	1	423.7	0.40
2.2	Land for education	GD	2,024.4	40.00	3	2,429.3	1.20
2.3	Public green space land	CX	37,810.0	4.08	1	1,543.2	0.04
		CX-01	4,200.0	5.00	1	210.0	0.05
		CX-02	598.7	5.00	1	29.9	0.05
		CX-03	2,545.0	5.00	1	127.3	0.05
		CX-04	1,096.6	-	-	-	-
		CX-05	703.4	-	-	-	-
		CX-06	508.2	-	-	-	-
		CX-07	4,637.6	-	-	-	-
		CX-08	23,520.5	5.00	1	1,176.0	0.05
2.4	Commercial land	TM	13,234.8	71.86	3-4	34,348.3	2.60
		TM-01	4,925.7	75.00	3	11,082.8	2.25
		TM-02	8,309.1	70.00	4	23,265.5	2.80
3	Tourism service land	DLDV	20,136.5	25.00	3	15,102.4	0.75
4	Road land		73,951.7	-	-	-	-
5	Parking lot land	BDX	5,979.3	5.00	1	298.9	0.05
		BDX-01	4,442.8	5.00	1	222.1	0.05
		BDX-02	1,536.5	5.00	1	76.8	0.05
6	Land for other technical infrastructure projects		6,648.9	4.27	1	284.0	0.04
6.1	Land for technical infrastructure	HTKT	710.1	40.00	1	284.0	0.40

No	Function	Symbol	Area (m2)	Maximum Building Density (%)	Maximum Building Height (floors)	Maximum Floor Area (m ²)	Land Use Coefficient (times)
6.2	Land for walking paths and utility pipeline layout		5,938.8	-	-	-	-
7	Other land		43,072.1	-	-	-	-
7.1	Lakes, ponds, lagoons	MN-01	37,623.8	-	-	-	-
7.2	Rivers, streams, canals, ditches	MN-02	5,448.3	-	-	-	-
	Total		250,882.5	19.88	1-4	141,700.8	0.56

7. Project Duration and Implementation Timeline: The entire project is to be completed by Quarter IV of 2029.

8. Bid Solicitor: Phu Tho Provincial Department of Finance.

9. Form and method of investor selection: International open bidding, single-stage, single-envelope procedure.

10. Other related contents:

10.1. Preliminary plan for construction investment and management of technical infrastructure within and outside the project scope.

a) Construction investment plan

After the investor is selected to implement the project, the investor shall be responsible for:

+ Organizing and implementing the construction investment in compliance with the laws on Construction, Land, Housing, Investment, Real Estate Business, and related guiding Decrees;

- Constructing all project components in accordance with the detailed planning approved by the Provincial People's Committee, including:

+ Site levelling; traffic system; storm water drainage system; water supply system; power supply system; telecommunications system; waste water drainage and treatment system; technical infrastructure; green areas and water surfaces, etc.

+ Investment in the construction of 80 housing units (with rough construction and completed exterior); construction of public facilities; commercial service and tourism service buildings; and a kindergarten.

b) Preliminary plan for infrastructure management within and outside the project scope

The investor shall develop a synchronized infrastructure system in accordance with the planning approved by the Provincial People's Committee. During the construction phase, the investor is responsible for constructing, managing, and operating the entire infrastructure system within the project area, ensuring seamless connectivity with external technical infrastructure systems.

Upon completion of the construction phase, the investor shall hand over the infrastructure to the State and relevant units for management and operation, and commit not to request reimbursement from the State for the costs of technical and social infrastructure works invested in the project. The investor shall be responsible for the quality of the works and provide warranty for the handed-over works in accordance with regulations.

10.2. Handover of infrastructure works after investment:

- The investor shall transfer to the Thanh Thuy District People's Committee the management of technical infrastructure, social infrastructure, and public works in accordance with regulations.

- The investor shall transfer electricity supply, water supply, telecommunications, and other relevant components to specialized operating and business units in accordance with regulations.

- Handover method:

- + For works to be handed over, acceptance and inspection must be conducted prior to handover. When handing over, the investor shall provide the full set of construction quality management documents to the receiving party. The receiving party may participate in the quality management and acceptance of the works during construction until final handover and commissioning.

- + For works that have been in use, quality assessment, valuation, and completion of necessary maintenance must be carried out before handover in accordance with regulations.

- + Handover procedures shall comply with the provisions of law and be accompanied by as-built documentation and other required documents.

- + The receiving party is responsible for managing and operating the works according to their designated functions and maintaining them in compliance with legal regulations.

10.3. Items retained by the investor for business purposes

Upon completion of construction, the investor is entitled to conduct business, manage, and operate the real estate project in accordance with legal regulations.

10.4. Project operation term

For commercial and service land: 50 years.

- For residential land: 50 years; home buyers with associated land use rights and buyers of residential land are entitled to long-term land use.

- The commencement date for the project's operational period: From the date investors receive decision on land allocation, land leasing, or land use change by competent authorities.

10.5. Incentives and investment support: The project is eligible for incentives and support in accordance with current laws.

II. Project implementation requirements

1. Technical assessment criteria:

The technical assessment criteria are specifically stipulated in Part I, Table No. 02, Section 3, Chapter III of the Bidding Documents.

2. Social assessment criteria:

The social assessment criteria are specifically stipulated in Part II, Table No. 02, Section 3, Chapter III of the Bidding Documents.

3. Environmental assessment criteria:

The environmental assessment criteria are specifically stipulated in Part II, Table No. 02, Section 3, Chapter III of the Bidding Documents.

III. Requirements regarding the investor's financial obligations

The investor is responsible for allocating sufficient capital to implement the project and, based on the specific characteristics and nature of each project, shall fulfill the following requirements:

1. Payment to the state budget

After the contract is signed, the winning investor shall coordinate with the relevant specialized agencies to submit to the competent authority for decisions on land recovery and approval of the compensation, support, and resettlement plan in accordance with the Land Law. The investor shall advance funds to implement compensation, support, and resettlement based on the approved plan.

The investor will be allowed to deduct the approved value of compensation, support, and resettlement from the land use fee or land rental, provided that the deduction does not exceed the total land use fee or land rental payable under land regulations. Any remaining value of compensation, support, and resettlement under the approved plan that is not deductible from the land use fee or land rental (if any) will be counted as part of the project's investment capital.

The investor shall pay the value to be submitted to the state budget to the competent state management agency in accordance with the progress agreed upon in the contract. The amount payable to the state budget is determined based on the "M" ratio proposed by the investor in the bidding documents and the land

use fee or land rental the winning investor is obligated to pay in accordance with the land laws.

2. Capital arrangement for project implementation

After being allocated or leased land, the investor is responsible for arranging sufficient capital to implement the project and must pay the land use fee or land rental according to the value and timeline specified in the land lease contract or land allocation decision.

Violations of land laws (including failure to fulfill obligations to the State or delays in project implementation) shall be handled in accordance with the Land Law and other relevant regulations.

PART 3. DRAFT CONTRACT AND CONTRACT FORMS

Based on the guidelines for drafting investment project contracts involving land use, as stipulated in Appendix III issued with Decree No. 115/2024/ND-CP and depending on the nature, scale, and sector of the specific project, the competent authority, bid solicitor, and expert team shall develop the draft contract and contract templates to be included in the Bidding Documents. The draft contract shall include clauses that serve as the basis for negotiation, finalization, signing, and implementation of the contract, ensuring clear allocation of responsibilities, risks, rights, and legitimate interests of the contracting parties in accordance with the laws on bidding, investment, sectoral management, and other relevant legal provisions.

I. LEGAL BASIS FOR PROJECT CONTRACT SIGNING

- Law on Investment dated June 17, 2020;
- Law on Bidding dated June 23, 2023;
- Law on Housing dated November 27, 2023;
- Law on Real Estate Business dated November 28, 2023;
- Land Law dated January 8, 2024;
- Decree No. 31/2021/ND-CP dated March 26, 2021 of the Government detailing the implementation of certain provisions of the Law on Investment;
- Decree No. 115/2024/ND-CP dated September 16, 2024 detailing certain provisions and implementation measures of the Law on Bidding regarding the selection of investors to implement land-use investment projects;
- Other relevant legal documents.

II. PARTIES TO THE PROJECT CONTRACT

The parties to the project contract include:

a) Competent State Authority

- Name of the competent state authority:
- Address:
- Telephone: fax:
- Representative:
- Position:
- Power of attorney for contract signing (if any).

b) The Investor

- Name of Investor:

- Address:
- Telephone: fax:
- Information on the Investor's Business Registration Certificate (enterprise code, date of issuance, place of issuance):
- Representative:
- Position:
- Power of attorney for contract signing (if any).

III. PROJECT CONTRACT CONTENT

The following contents shall be arranged and presented in the project contract based on the nature and characteristics of each sector or field of the project.

Article 1. Interpretation of Terms:

- a) Definitions and abbreviations of terms and concepts used in the project contract, in accordance with current legal regulations and the specific context of the project contract;
- b) Principles for interpreting singular and plural forms, gender-specific terms, and other specific matters in cases where the project contract is signed with a foreign investor.

Article 2. Project Objectives, Scope, and Scale:

- a) General objectives and specific objectives of the project;
- b) Project scale and capacity;
- c) Total investment capital.

Article 3. Location of the project:

This section specifies the project implementation location, including detailed geographical names, position, land area within the project scope, and any related works (if applicable).

Article 4. Contract Duration and Project Implementation Schedule:

- a) The duration of the project contract is calculated from the effective date of the contract until the investor has fulfilled all proposed commitments in the bidding documents and other obligations as agreed by the parties in the project contract;
- b) Cases, conditions, and procedures for adjusting the contract duration in accordance with the law and specific agreements between the parties;
- c) Agreements on contract amendments in the event of changes to the project contract duration;
- d) The project implementation schedule includes the following timelines: Time for compensation, support, and resettlement (if any); Time for construction

of works and infrastructure systems (if any); Time for operation, management, and business activities related to the works and infrastructure systems.

Article 5. Compensation, support, resettlement; schedule for land allocation or lease, conditions for the use of land, water surface, other resources, and related structures:

- a) Information regarding the compensation, support, and resettlement plan and the construction of auxiliary works (if any);
- b) Rights and obligations of the parties in organizing compensation, support, and resettlement (if any), and in completing procedures for land allocation, land lease, and supervising and inspecting the implementation of compensation, support, and resettlement;
- c) Obligations of the parties to ensure funding arrangements for payment of compensation, support, and resettlement costs;
- d) Conditions for the use of land, water surface, other resources, or related structures in accordance with the law;
- đ) Regulations on excavation and handling of fossils, antiquities, architectural structures, or other artifacts within the project area, and the rights and obligations of the parties with respect to such artifacts;
- e) Timeline and schedule for land allocation or lease; rights and obligations of the parties in managing and using the allocated land area (if any);
- g) Responsibilities of each party in case of violation of the above-mentioned obligations.

Article 6. Implementation of the investor's proposed land use efficiency plan:

- a) The percentage of state budget contribution proposed by the investor in the bidding documents;
- b) Payment schedule and method;
- c) Investor's responsibilities in the event of a violation of the above obligations.

Article 7. Economic organization established by the investor to manage the land-use investment project:

- a) If the economic organization has already been established: Organizational structure and operation of the economic organization; charter capital of the economic organization; commitment that the economic organization established by the investor will inherit the rights and obligations to implement the investment project as committed by the investor in Article 8 of this Section.
- b) If the economic organization has not yet been established: The economic organization to be established by the investor shall inherit the rights

and obligations to implement the investment project as committed by the investor in Article 8 of this Section; the procedure for amending the contract to include the name, rights, obligations, and responsibilities of the economic organization established by the investor.

Article 8. Investor's Obligations:

a) Provide contract performance security, including: Form, value, and submission deadline of the security;

b) Advance capital to carry out compensation, support, and resettlement as required by the competent state authority, based on the approved compensation, support, and resettlement plan. If the investor fails to advance sufficient funds within 6 months from the date of receiving the request from the competent authority, the authority shall have the right to cancel the bidding result;

c) Pay land use fees or land rental in accordance with land laws. In the case of land lease by the State, the payment method (lump sum or annual payment) and payment schedule must be clearly stated;

d) Implement the land use efficiency plan proposed by the investor as specified in Article 6 of this Section;

đ) Fulfill other commitments proposed in the bidding documents;

e) Execute the project according to the planning approved by the competent state authority, meet the committed implementation schedule, ensure safety and environmental protection, and comply with relevant laws on investment, construction, land, environment, taxation, and sectoral management;

g) Perform other rights and obligations as agreed (if any).

Article 9. Responsibilities of the competent authority or the bid solicitor in case of authorization to sign the contract:

a) Within 36 months from the date of issuance of the decision recognizing the winning bidder, or within another timeframe specified in the signed contract with the competent state authority, the competent-level People's Committee must complete the compensation, support, and resettlement procedures to allocate or lease land to the investor in accordance with Clause 8, Article 126 of the 2024 Land Law;

b) Coordinate with the investor and the economic organization established by the winning investor to implement the land use efficiency plan and promote investment efficiency in the relevant sector, industry, or locality as specified in this Article;

c) Fulfill other rights and obligations as agreed (if any).

Article 10. Amendment of the Project Contract:

a) Clearly define force majeure events and the handling plan in case of force majeure;

b) Cases in which the project contract may be considered for amendment in accordance with Article 76 of the Law on Bidding;

c) Transfer of land-use investment projects in accordance with laws on investment, enterprises, land, real estate business, sectoral management, and other relevant regulations; transfer of shares or capital contributions in accordance with laws on investment, enterprises, land, real estate business, sectoral management, and other relevant legal provisions; documentation, procedures, and process for transferring the project, shares, or capital contributions;

d) Procedures for supplementing the name, rights, obligations, and responsibilities of the economic organization established by the investor, as stipulated in Point b, Article 7 of this Section; cases of project adjustment that do not require adjustment of the investment policy under investment laws;

d) Procedure for amending the contract.

Article 11. Termination of the Project Contract:

a) Cases and conditions for terminating the project contract by agreement or early termination;

b) Rights and obligations of each party upon termination of the project contract as per the agreed term;

c) Rights and obligations of each party in the event of early termination of the contract.

Article 12. Governing Law:

a) The law applicable to govern the project contract and other contracts related to the implementation of the project;

b) In cases where at least one party to the contract is a foreign investor, the parties may agree in the contract on the applicable law in accordance with the provisions of investment law.

Article 13. Dispute resolution:

The parties shall specify a dispute resolution mechanism in accordance with the provisions of investment law.

Article 14. Contract Liquidation:

a) Procedures and steps for executing the contract liquidation agreement;

b) Rights and obligations of the contracting parties upon contract liquidation.

Article 15. Penalties for Breach and Non-Compliance with Contractual Obligations:

a) Cases of breach and non-compliance with obligations by the parties;

b) Resolution mechanisms for each case of breach or non-compliance;

c) Penalties for the investor in cases where they fail to fulfill the commitments made in the bidding documents and project contract after receiving incentives as provided under this Decree.

Article 16. Other regulations:

Other contents as agreed upon by the parties, provided that such agreements do not contravene the provisions of the laws on bidding, land, real estate business, enterprises, investment, and other relevant legal regulations.

If by ____ *[Insert specific date, within 30 days from the issuance of this notice]*, the Investor fails to proceed with negotiations, finalization, signing of the contract, or fails to provide the performance guarantee as required, the Investor shall be disqualified and shall not be entitled to a refund of the bid security.

**Authorized Representative of the Bid
Solicitor**

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

LETTER OF BID APPROVAL AND CONTRACT AWARD

(Location), date ____ month ____ year ____

To: ____ *[Insert name and address of the successful investor] (hereinafter referred to as the Investor)*

Subject: *Notification of Bid Approval and Contract Award*

Pursuant to Decision No. ____ dated ____ *[Insert number and signing date of the decision approving investor selection results]* issued by ____ *[Insert name of the competent authority]* (hereinafter referred to as the Competent Authority) on the approval of the investor selection results for the project ____ *[Insert project name]*, ____ *[Insert name of the Bid Solicitor]* (hereinafter referred to as the Bid Solicitor), hereby notifies that the Competent Authority has approved the bid proposal and awarded the contract to the Investor for implementing the project ____ *[Insert project name]* with the contract details as follows:

- *Value to be paid to the state budget.*

Contract implementation duration: ____ *[Insert duration as per the decision on investor selection result]*.

We request the Investor's legal representative to conduct negotiations, finalize, and sign the contract with the Competent Authority and the Bid Solicitor according to the following schedule:

- Contract completion time: ____ *[Insert negotiation and finalization period]*, at ____ *[Insert contract finalization location]*, attached with the Draft Contract.

- Contract signing time: ____ *[Insert time of contract signing]*; at ____ *[Insert contract signing location]*.

The Investor is required to provide a performance guarantee as per Form No. 15, Section 3 – Draft Contract and Contract Forms in the bidding documents, with an amount of ____ and a validity period of ____ *[Insert the amount and duration according to Section 37.1 of the Data Sheet]*.

This document forms an inseparable part of the contract documentation. Upon receipt of this letter, the Investor must issue a written confirmation agreeing to participate in negotiations, finalize and sign the contract, and provide the required performance guarantee. In that confirmation, the Investor must commit that its current capacity still meets the requirements specified in the bidding documents. The Competent Authority reserves the right to refuse to negotiate, finalize, and sign the contract with the Investor if the Investor's current capacity is found not to meet the project implementation requirements.

PERFORMANCE GUARANTEE ⁽¹⁾

(Location), date ____ month ____ year ____

To: ____ [*Insert name of the competent contracting authority*]

(hereinafter referred to as the Competent Contracting Authority)

At the request of ____ [*Insert name of the investor*], the selected investor for the implementation of the project ____ [*Insert project name*] (hereinafter referred to as the Investor), who has committed to signing the contract to execute the above-mentioned project (hereinafter referred to as the Contract)); ⁽²⁾

According to the requirements of the bidding documents (*or contract*), the Investor must provide the Competent Contracting Authority with a bank guarantee in a specified amount to secure its obligations under the Contract;

We, ____ [*Insert name of the bank*] in ____ [*Insert country or territory*], with our registered office at ____ [*Insert bank address (3)*], hereby irrevocably and unconditionally undertake to guarantee the performance of the Contract by the Investor for an amount of ____ [*Specify clearly in figures, in words, and the currency as required in Section 37.1 of the Data Sheet*].

We commit to making payment unconditionally and irrevocably to the Competent Contracting Authority in the amount of ____ [*Insert amount in words*] [*Insert amount in numbers*] as stated above, upon receiving written notification from the Competent Contracting Authority that the Investor has breached the Contract during the validity period of this performance guarantee.

This guarantee shall be effective from ____ to ____.⁽⁴⁾

Authorized representative of the Bank[*insert name, title, signature, and official stamp*]**Note:**

(1) Applicable only if the performance guarantee is a letter of guarantee from a bank or financial institution.

(2) If the bank or financial institution requires a signed contract before issuing the guarantee, the procuring entity shall report to the Competent Contracting Authority for consideration and decision. In that case, the paragraph above may be revised as follows:

"At the request of ____ [*Insert name of investor*], the winning investor for project ____ [*Insert project name*] (hereinafter referred to as the Investor), who signed Contract No. ____ dated ____ (hereinafter referred to as the Contract)."

(3) Bank or financial institution address: Provide full address, phone number, fax, and email for contact.

(4) Enter the validity period as required in Section 37.1 of the **Data Sheet**.