SOCIALIST REPUBLIC OF VIETNAM

Independence - Freedom - Happiness

CỘNG HÒA X.H.C.N VIỆT NAM
SỞ XÂY DỰNG
TỈNH HƯNG YÊN

# BIDDING DOCUMENTS

**PROJECT: LONG HUNG LAND NEW URBAN AREA - VAN GIANG - ZONE B**

**PROCURING ENTITY: HUNG YEN PROVINCE DEPARTMENT OF CONSTRUCTION**

**HUNG YEN, 2026**

**SOCIALIST REPUBLIC OF VIETNAM**

**Independence - Freedom - Happiness**

# BIDDING DOCUMENTS
# ONE STAGE ONE ENVELOPE
# INVESTMENT PROJECTS USING LAND

**Project name: Long Hung Land New Urban Area - Van Giang - Zone B**

**Release date: … / … / 2026**

**Issued with the Decision: Decision No.254../ QĐ-SXD dated 08/5/2026 of the Department of Construction of Hung Yen Province.**

**CONSULTING SERVICES FOR PREPARING BIDDING DOCUMENTS**

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**LƯU VĂN DƯƠNG**

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## BRIEF DESCRIPTION

### PART 1. INVESTOR SELECTION PROCEDURE

#### Chapter I. Instructions to investor

This chapter provides information to help investors prepare their bids. The information includes regulations regarding the preparation and submission of bids, bid opening, bid evaluation, and contract awarding.

#### Chapter II. Bidding Data Sheet

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

#### Chapter III. Evaluation of Bid

This chapter specifies the methods and criteria for evaluating bid submissions.

#### Chapter IV. Bid Forms

This chapter contains the forms that the procuring entity and the investor must complete to form part of the content of the bidding documents and bid.

### PART 2. PROJECT IMPLEMENTATION REQUIREMENTS

The procuring entity and the expert panel shall base their assessment of project implementation requirements on the content of the decision approving the investment policy for projects subject to investment policy approval or the document approving the investment and business project information for projects not subject to investment policy approval.

### PART 3. DRAFT CONTRACTS AND CONTRACT FORMS

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

# ABBREVIATIONS

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| BDS | Bidding data sheet |
| System | National bidding network system |
| Bidding Law | Law on Bidding No. 22/2023/QH15 June 23, 2023 (amended and supplemented by Law No. 57/2024/QH15 and Law No. 90/2025/QH15) |
| Government Decree detailing and implementing measures for the Law on Bidding regarding the selection of investors. | Government Decree No. 23/2024/ND-CP dated February 27, 2024, detailing some provisions and implementation measures of the Law on Bidding regarding the selection of investors to implement projects that are required to be subject to bidding procedures as stipulated by the law on industry and sector management (amended and supplemented by Government Decree No. 115/2024/ND-CP dated September 16, 2024, detailing some provisions and implementation measures of the Law on Bidding regarding the selection of investors to implement investment projects using land, and Government Decree No. 225/2025/ND-CP dated August 15, 2025, amending and supplementing some provisions of the Decrees detailing some provisions and implementation measures of the Law on Bidding regarding the selection of investors). |
| | Government Decree No. 115/2024/ND-CP dated September 16, 2024, detailing some provisions and implementation measures of the Law on Bidding regarding the selection of investors to implement investment projects using land (amended and supplemented by Government Decree No. 225/2025/ND-CP dated August 15, 2025, amending and supplementing some provisions of the Decrees detailing some provisions and implementation measures of the Law on Bidding regarding the selection of investors). |

# PART 1. INVESTOR SELECTION PROCEDURE

## CHAPTER I. GUIDELINES FOR INVESTORS

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| **1. Investor selection criteria** | 1.1. The procuring entity with the name and address specified in **BDS** interested investors are invited to submit bids for the project described in Section 2 – Project Implementation Requirements.<br>1.2. The total investment capital for the project is stipulated in **BDS**.<br>1.3. The requirements for equity and debt capital of investors are stipulated in **BDS**.<br>1.4. Basic project information is specified in **BDS**. |
| **2. Prohibited conduct in bidding** | Prohibited conduct in bidding includes the acts stipulated in Article 16 of the Law on Bidding. |
| **3. Eligibility of the investor** | An independent investor or each member of a consortium is eligible if they meet the following conditions:<br>3.1. For domestic investors: these are enterprises, cooperatives, cooperative unions, partnerships, public service units, economic organizations with foreign investment capital, and other organizations registered and operating in accordance with Vietnamese law. For foreign investors: these are registered and operating in accordance with foreign law;<br>3.2. Independent financial accounting;<br>3.3. Not currently undergoing dissolution procedures or having its business registration certificate, cooperative registration certificate, cooperative union registration certificate, or cooperative group registration certificate revoked; not subject to insolvency as defined by bankruptcy law;<br>3.4. Having their name listed on the System before the investor selection results are approved;<br>3.5. Ensuring competition in the selection of investors as stipulated in Clause 5, Article 6 of the Law on Bidding, specifically:<br>a) As of the date of issuance of the bidding document, the bidding investor does not hold any shares or capital |

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| | contributions with the following consulting firm:<br>- The consulting contractor prepares the application for approval of investment policy (for projects subject to approval of investment policy), and the project proposal (for projects not subject to approval of investment policy), except in cases where the project is proposed by the investor;<br>- The consulting contractor shall prepare a pre-feasibility study report or a feasibility study report in cases where the law governing the industry or sector stipulates that a pre-feasibility study report or a feasibility study report must be prepared before the bidding process, except for projects proposed by the investor;<br>- Consulting contractor for preparing and reviewing bidding documents; evaluating bids; and reviewing the results of investor selection.<br>Information about consulting contractors according to **BDS**;<br>b) From the date of issuance of the bidding document, participating investors are considered legally and financially independent from the competent authority and the procuring entity if no investor holds more than 50% of the shares, total voting shares, or capital contributions of another investor. In the case of investors participating in the bidding as a consortium, the ownership ratio is determined according to the following formula:<br>Ownership capital ratio = $\sum_{i=1}^{n} X_i \times Y_i$<br>In there:<br>Xi: is the percentage of capital, shares, or voting shares owned by the competent authority or the procuring entity in the i-th member of the consortium.<br>Yi: is the equity contribution ratio of the i-th member of the consortium in the consortium agreement.<br>n: is the number of members participating in the consortium.<br>c) From the date of issuance of the bidding document, the bidding investor and the consulting contractor specified in |

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| | point a) of this clause shall not jointly hold more than 30% of the shares, total voting shares, or capital contributions of other organizations or individuals in each party. In the case of a joint venture investor or a joint venture consulting contractor, the ownership ratio shall be determined as follows:<br>- The ownership ratio of other organizations, individuals, and joint venture investors is determined according to the following formula:<br>Ownership capital ratio = $\sum_{i=1}^{n} X_i \times Y_i$<br>In there:<br>Xi: is the ratio of capital ownership, shares, and voting shares of the organization or individual to the i-th bidding investor.<br>Yi: is the equity contribution ratio of the i-th joint venture investor in the joint venture agreement.<br>n: is the number of members participating in the consortium.<br>- The ownership ratio of other organizations, individuals, and joint venture consulting contractors is determined according to the following formula:<br>Ownership capital ratio = $\sum_{i=1}^{n} X_i \times Y_i$<br>In there:<br>Xi: is the ratio of capital ownership, shares, and voting shares of the organization or individual with the i-th consulting contractor in the joint venture agreement.<br>Yi: is the ratio of responsibility allocation in the i-th joint venture agreement document within the joint venture agreement.<br>n: is the number of members participating in the consortium.<br>d) For investors organized as a parent company and subsidiary company in accordance with the law on enterprises participating in bidding for investment and business projects: |

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| | - The parent company, subsidiary company, or consortium of parent company and subsidiaries may only participate in one bid;<br>- Investors bidding with consulting firms performing one of the consulting services specified in point a of this clause must not have a parent-subsidiary relationship from the time the bidding documents are issued.<br>e) The determination of the capital ownership ratio between the parties shall be based on the ratios stated in the Certificate of Business Registration, establishment decision, and other equivalent documents.<br>3.6. Not currently under a bidding ban imposed by a competent authority, such as the Minister, Head of a Ministry-level agency, a government agency, another central agency, or the Chairman of the Provincial People's Committee as stipulated in Clause 3, Article 87 of the Law on Bidding;<br>3.7. Not currently under criminal investigation;<br>3.8. Belonging to the category of entities to which the State allocates or leases land and meeting the conditions for land allocation or leasing as prescribed by land law (applicable to investment projects using land);<br>3.9. Not currently under a ban on real estate business activities, or under temporary suspension or termination of activities pursuant to a court judgment or decision, or a decision of a competent state agency as prescribed by law on real estate business (applicable to real estate projects);<br>3.10. Included in the shortlist for projects subject to restricted bidding. |
| **4. Content of the bidding documents** | 4.1. The bidding document consist of Part 1, Part 2, Part 3 and any amendments or clarifications to the bidding document as stipulated in Section 5 of the Instruction to investor and Section 7 of the Instruction to investor (if any), including the following contents:<br>a) Part 1. Investor Selection Procedure<br>- Chapter I. Instructions to investors<br>- Chapter II. Bidding Data Sheet<br>- Chapter III. Evaluation of Bid<br>- Chapter IV. Bid Forms |

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| | b) Part 2. Project Implementation Requirements<br>c) Part 3. Draft contract and contract forms<br>4.2. Invitation for bid published by the procuring entity is for informational purposes only and is not part of the bidding documents.<br>4.3. The procuring entity shall not be responsible for the inaccuracy or incompleteness of the bidding document, explanatory documents clarifying the bidding document, minutes of pre-bidding meetings (if any), or any amendments to the bidding document not provided by the procuring entity.<br>4.4. Investors must study all information and guidance, **BDS,** forms, project implementation requirements, and other requirements in the bidding documents are used to prepare the bid. |
| **5. Clarifying bidding documents, pre-bidding conference.** | 5.1. If clarification of the bidding document is needed, the investor shall send a written request for clarification to the procuring entity via the System (for domestic bidding), or send a written request for clarification directly to the procuring entity (for international bidding) for consideration and processing.<br>5.2. The minimum time limit for investors to submit written requests for clarification as stipulated in Section 5.1 of the Instructions to investors, **BDS**.<br>5.3. Clarification of the bidding document shall be carried out by the procuring entity in one of the following forms:<br>a) Post clarification content on the System;<br>b) If necessary, organize a pre-bidding conference as prescribed by **BDS** to discuss any unclear points in the bidding document that the investor is unsure about. The content of this discussion must be recorded in a minutes document clarifying the bidding document by the procuring entity and must be posted on the System.<br>To facilitate the procuring entity's response to requests for clarification of the bidding document, investors should submit their requests for clarification to the procuring entity before the pre-bidding conference. The minutes of the pre-bidding conference should clearly state the content of the investor's questions and the procuring entity's answers, but should not name the investor who asked the question. The minutes of the pre-bidding |

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| | conference are not a document amending the bidding document. Failure to attend the pre-bidding conference is not a reason to disqualify an investor.<br><br>5.4. The procuring entity shall clarify the bidding document upon receipt of a written request for clarification within the aforementioned timeframe. The content of the clarification of the bidding document must be posted on the System within the minimum timeframe specified in the regulations by **BDS** before the bid deadline.<br><br>5.5. The clarification of the bidding document must not contradict the content of the bidding document already posted on the System. If the clarification of the bidding document leads to the need to amend the bidding document, the procuring entity shall amend the bidding document according to the procedures stipulated in Section 7 of the Instruction to investors.<br><br>5.6. Clarification documents are part of the bidding document. |
| **6. Site survey** | 6.1. Investors are granted access to and the opportunity to survey the project site, provided that the investor commits that the procuring entity will not be held liable for any consequences arising from this site survey. The investor will be solely responsible for any risks such as accidents, loss or damage to property, and any other costs incurred from the site survey. If necessary, the procuring entity will organize and guide the investor to conduct the site survey as stipulated in the regulations by **BDS**.<br><br>6.2. Investors must notify the procuring entity in advance of their proposal to conduct a site survey for the project. |

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| **7. Revise the bidding documents.** | 7.1. In case of amendments to the bidding document after issuance, the procuring entity must publish the amendment decision on the System, along with the amended contents of the bidding document and the amended bidding document. Amendments to the bidding document must be made before the bidding deadline.<br><br>Decisions to amend the bidding document are part of the bidding document. Investors are responsible for regularly accessing the System to stay updated on the bidding document.<br><br>7.2. Timeframe for publishing the decision to amend the bidding document as stipulated in **BDS.** If the time for publishing the decision to amend the bidding document does not meet the above regulations, the procuring entity shall extend the bid closing time accordingly, ensuring compliance with the time requirements in this Section. The extension shall be carried out in accordance with the provisions of Section 17.2 of the Instruction to investors. |
| **8. Bid cost** | The investor shall bear all costs related to the preparation and submission of the bid. In all cases, the procuring entity shall not be liable for any costs related to the investor's participation in the bid. |
| **9. Language of the Bid** | The bid, as well as all correspondence and documents related to the bid exchanged between the investor and the procuring entity, shall be written in the language specified in **BDS**. |

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| **10. Components of the Bid** | 10.1. The bid include:<br>a) The bid form as prescribed in Section 11 of the Instructions to investors;<br>b) Documents proving the eligibility of the bidder as stipulated in Section 12 of the Instructions to investors;<br>c) Authorization letter to sign the bid application as prescribed in Form No. 02, Chapter IV – Bid Forms;<br>d) Joint venture agreement as prescribed in Form No. 03, Chapter IV – Bid Forms;<br>d) Bid security as stipulated in Section 16 of the Instructions to investors;<br>e) Documents proving the eligibility and capacity of the investor as stipulated in Section 12 of the Instructions to investors;<br>g) Technical proposals as stipulated in Section 13 of the Instructions to investors;<br>h) Financial proposals and tables fully completed as required by Section 14 of the Instructions to investors.<br>10.2. Other contents mentioned in **BDS**. |
| **11. Bid application** | 11.1. For independent investors, the bid must be signed and stamped (if applicable) by the investor's legal representative.<br>The legal representative of the investor is the investor's legal representative or a person authorized by the investor's legal representative.<br>If the legal representative of the investor authorizes a subordinate, a power of attorney form (Form No. 02, Chapter IV – Bid Forms) must be submitted; if the company's charter or other relevant documents assign responsibilities to subordinates, these documents must be submitted (a power of attorney form (Form No. 02, Chapter IV – Bid Forms) is not required). The original power of attorney form (prepared according to Form No. 02, Chapter IV – Bid Forms) must be sent to the procuring entity along with the bid.<br>11.2. For joint venture investors, the bid must be signed and sealed (if any) by the legal representative of each member of the joint venture or by the member assigned to represent the joint venture according to the division of |

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| | responsibilities in the joint venture agreement.<br>The legal representative of a joint venture member is the legal representative or a person authorized by the legal representative. In the case of authorization, the procedure is similar to that of an independent investor as stipulated in Section 11.1 of Instructions to investors. |
| **12. Documents proving the eligibility and capacity of the investor.** | 12.1. Documents proving the investor's eligibility in the regulations of **BDS**.<br>12.2. Documents proving the investor's capacity shall be declared according to Forms No. 06 and No. 07 in Chapter IV – Bid Forms. In cases where the currency stated in the documents proving capacity is not the currency specified in the regulations of **BDS.** When preparing the bid, the investor must convert the currency to the corresponding currency as stipulated in this Section to serve as the basis for evaluating the bid; if there is no direct exchange rate between these currencies, the investor shall use an intermediate currency in the regulations of **BDS** to serve as a basis for conversion and declaration in the bid;<br>12.3. Other documents as prescribed in **BDS.** |
| **13. Proposed technical components** | In the bid submission, the investor must submit a business investment plan proposal including the contents in the regulations of **BDS** and any other information as required in Chapter IV – Bid Forms. |
| **14. Financial components of the proposal** | In the bid, the investor must submit a proposal on land use efficiency and investment efficiency for the development of the industry, sector, and locality, including the contents in the regulations of **BDS** and any other information as required in Chapter IV – Bid Forms. |
| **15. Bid currency** | 15.1. Bid currency in the regulations of **BDS.**<br>15.2. For domestic costs related to the implementation of the investment project, the investor must submit bids in Vietnamese Dong.<br>15.3. For overseas expenses related to business investment, investors may submit bids in foreign currency and Vietnamese Dong. |
| **16. Bid security** | 16.1. When participating in a tender, investors must provide a bid security before the bidding closing date in the regulations of **BDS**. |

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| | 16.2. In the case of a consortium, the bid security must be provided in one of the following two ways:<br>a) Each member of the consortium shall provide a separate bid security, but the total value of the security shall not be less than the required value specified in Section 16.1 of the Instructions to investors; if the bid security of a member of the consortium is determined to be invalid, the bid of that consortium will not be considered or evaluated further. If a member of the consortium violates the law and is therefore not entitled to a refund of the bid security as stipulated in Section 16.5 of the Instructions to investors, the bid security of all members of the consortium will not be refunded;<br>b) The consortium members agree that one member will be responsible for providing the bid security for that member and for other members of the consortium. In this case, the bid security may include the name of the consortium or the name of the member responsible for providing the bid security for the entire consortium, but the total value must not be less than the required value as stipulated in Section 16.1 of the Instructions to investors. If any member of the consortium violates the law and is therefore not reimbursed the bid security as stipulated in Section 16.5 of the Instructions to investors, the bid security of all members of the consortium will not be reimbursed.<br>16.3. The bid security shall be considered valid in accordance with the provisions of point d, clause 1.2, Section 1, Chapter III – Evaluation of Bid.<br>16.4. If an investor is selected, the bid security will be refunded or released upon the contract's entry into force. If an investor is not selected, the bid security will be refunded or released within the maximum period stipulated in this provision in **BDS**.<br>16.5. The bid security will not be refunded in the following cases:<br>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 of the tasks proposed in the bid as required by the bidding document;<br>b) The investor commits a violation of Article 16 of the Law on Bidding or a violation of bidding laws leading to |

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| | the cancellation of the bid;<br>c) The investor fails to provide performance security as required by Section 36.1 of the Instructions to investors;<br>d) The investor fails to proceed with 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 winning the bid from the procuring entity, except in cases of force majeure;<br>e) The investor fails to proceed with or refuses to sign the contract within 15 days for domestic bidding and 30 days for international bidding from the date of contract completion, except in cases of force majeure. |
| **17. Validity period of the bid** | 17.1. The bid must be valid for no shorter period than the period stipulated in **BDS.** Bids with a validity period shorter than stipulated will not be considered or evaluated further.<br>17.2. If necessary, before the expiration of the bid validity period, the procuring entity may request investors to extend the validity of the bid, and at the same time request the investors to correspondingly extend the validity period of the bid security (equal to the validity period of the bid after the extension plus 30 days). The request for extension and the acceptance or rejection of the extension must be in writing.<br>Investors who accept the extension offer are not allowed to change any of the contents of the bid. |
| **18. Specifications for bid documents and signatures in bid documents** | 18.1. Investors must prepare a bid including: 01 original bid and a number of photocopies of the bid as specified in the regulations of **BDS**.<br>In case of amendments or replacements to the bid, the investor must prepare one original copy and photocopies equal to the number of photocopies of the original bid.<br>18.2. Investors are responsible for the consistency between the original and the copy. In case of discrepancies between the original and the copy that do not change the ranking of the investors, the original will be used for evaluation. If discrepancies between the original and the copy lead to a different evaluation result on the original than on the copy, thus changing the ranking of the investors, that investor's bid will be disqualified. |

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| | 18.3. The original bid must be typewritten and numbered sequentially. The bid application, supplementary documents, clarifications to the bid (if any), and other forms prepared in accordance with the provisions of Chapter IV – Bid Forms must be signed and stamped (if any) by the investor's legal representative.<br>18.4. In the case of a consortium of investors, the contents of the bid mentioned in Section 10.1 of the Instruction to investors must be signed and sealed (if any) by the legally authorized representatives of all members of the consortium or by the member of the consortium assigned to represent the consortium according to the division of responsibilities in the consortium agreement.<br>18.5. Any additions, insertions between lines, erasures, or overwriting will only be considered valid if they are signed next to or on that page by the person signing the bid. |
| **19. Seal and label the outside of the bid documents.** | 19.1. The outside of the envelope and the cover of the respective documents must clearly state "ORIGINAL BID", "COPY OF BID".<br>In case the investor amends or replaces the bid, the amended or replaced documents must be placed in separate envelopes; the outside of the envelope and the cover of the corresponding documents must clearly state "AMENDED BID", "REPLACEMENT BID"; and the original and photocopies must be clearly marked.<br>The envelopes containing the bid, revised bid, and replacement bid must be sealed. The sealing method shall be as specified by the investor.<br>19.2. The following information must be clearly written on the file folders:<br>a) Name and address of the investor;<br>b) The recipient's name is the name of the procuring entity as stipulated in Section 1.1 of the Instructions to investors;<br>c) Project name as stipulated in Section 1.4 of the Instructions to investor;<br>d) Write the warning: "Do not open before the bid opening time" on the bid envelope and the envelope containing revised bids, replacement bids (if any). |

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| | 19.3. In cases where the bid comprises multiple documents, the investor must package all documents in a way that facilitates the receipt and safekeeping of the bid by the procuring entity, ensuring the integrity of the bid and preventing loss or misplacement.<br><br>19.4. Investors shall be responsible for any consequences or disadvantages arising from failure to comply with the provisions of these bidding documents, such as failure to seal or loss of seal on the bid during delivery to the procuring entity, or failure to correctly fill in the information on the bid envelope as instructed in Sections 19.1 and 19.2 of the Instructions to investors. The procuring entity shall not be responsible for the confidentiality of the bid if the investor fails to comply with the above-mentioned regulations. |
| **20. Bid closing time** | 20.1. Investors shall submit bid directly or send them to the address of the procuring entity as stipulated in Section 1.1 of the Instruction to investors, but must ensure that the procuring entity receives them before the bid closing time specified in **BDS.** The procuring entity receives bids from all investors who submit their bids before the bid closing date and keeps the documents confidential until the results of the investor selection are publicly announced. Under no circumstances should information contained in one investor's bid be disclosed to another, except for information publicly disclosed during the bid opening. For projects using international bidding, if the investor has not purchased the bidding document, they must pay the procuring entity an amount equal to the selling price of the bidding document as stated by **BDS** before the bid is accepted.<br><br>20.2. The procuring entity may extend the bid closing date in case of amendments to the bid as stipulated in Section 7.2 of the Instructions to investor. When the bid closing date is extended, all responsibilities of the procuring entity and the investor under the previous bid closing date will be changed to the new bid closing date.<br><br>20.3. When extending the bid deadline, the procuring entity shall publish the extension notice along with the decision approving the extension on the System. The extension notice shall clearly state the reason for the extension and the new bid deadline. |

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| | During the extended bidding period, investors who have submitted bids may receive them back for amendment or supplementation. If the investor has not received or refuses to receive the bid back, the procuring entity will manage the bid under a confidential document management regime. |
| **21. Late submission of bid documents.** | Bid or other materials submitted by investors to the procuring entity after the bid closing time are invalid, will not be opened, and will be rejected, except for documents clarifying the bid at the request of the procuring entity or documents clarifying or supplementing to prove the eligibility and capacity of the investor. Bid or other materials submitted by investors to the procuring entity after the bid closing time will be returned to the investor in their original form. |
| **22. Amendments, replacements, and withdrawal of bids.** | 22.1. After submitting the bid, the investor may amend, replace, or withdraw the bid by sending a written request signed and stamped (if any) by the investor's legal representative to the procuring entity. The investor must include the documents as stipulated in Section 12 of the Instructions to the investor proving the legal standing of the person signing the request for amendment, replacement, or withdrawal of the bid.<br>22.2. Documents for amending or replacing bids must be submitted together with the request for amendment or replacement and must meet the following conditions:<br>a) Prepared and submitted by the investor to the procuring entity in accordance with the provisions of Sections 18 and 19 of the Instructions to investor;<br>b) Received by the procuring entity before the bid closing time as stipulated in Section 20 of the Instructions to investor.<br>22.3. The request to withdraw a bid must be received by the procuring entity before the bid closing time as stipulated in Section 20 of the Instructions to investor. The bid requested to be withdrawn by the investor will be returned to the investor. |
| **23. Security** | 23.1. The procuring entity shall receive and manage the submitted bids under a confidential document management regime until the results of the investor selection are publicly announced. Information related to |

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| | the evaluation of bids must be kept confidential and may not be disclosed to investors or any person not officially involved in the investor selection process until the results are publicly announced. Under no circumstances shall information contained in one investor's bid be disclosed to another investor, except for information made public at the time of bid opening.<br><br>23.2. Except for clarification of bids as stipulated in Section 24 of the Instructions to investors, investors are not permitted to contact the procuring entity regarding matters related to their bids and other project-related issues during the period from the opening of bids until the announcement of the investor selection results. |
| **24. Clarifying the Bid** | 24.1. After the bid opening, if an investor's bid lacks documentation regarding eligibility or financial statements, the procuring entity shall request the investor to clarify and supplement the documents to prove eligibility and capacity. The investor is responsible for clarifying the bid when requested by the procuring entity. Clarification of eligibility and capacity must ensure that the fundamental nature of the investor's eligibility and capacity is not altered.<br><br>The request for clarification must specify a deadline for the investor to provide clarification (this deadline must be consistent with the project implementation schedule, ensuring the investor has sufficient time to prepare the necessary documents for clarifying the bid). For clarifications that directly affect the assessment of eligibility, capacity, and technical and financial requirements, if the investor fails to provide clarification within the deadline, or if the clarification does not meet the requirements of the procuring entity, the procuring entity will evaluate the investor's bid based on the bid submitted before the closing date.<br><br>Within the timeframe stipulated in **BDS,** the procuring entity is responsible for receiving and reviewing the investor's clarification and supplementary documents. The procuring entity must notify the investor in writing of receipt of the supplementary and clarification documents by one of the following methods: direct delivery, postal mail, fax, or email. These documents are considered part of the bid. |

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| | 24.2. After the bidding closes, if an investor discovers that their bids lack information or documents regarding their eligibility and existing capacity that were not submitted with the bid, they may submit the information and documents for clarification. The procuring entity is responsible for receiving these clarification and supplementary documents proving the investor's eligibility and capacity for consideration and evaluation. These documents shall be considered part of the bid.<br>24.3. Clarification of proposed contents regarding investment and business plans, proposals on land use efficiency, and investment efficiency in industry, sector, and locality development must ensure that the corresponding proposals in the submitted bid are not altered.<br>24.4. Clarification of bid shall only be conducted between the procuring entity and the investor whose bid requires clarification. The content of the bid clarification must be in writing and kept by the procuring entity as part of the bid. |
| **25. Discrepancies, conditions, and omissions** | 25.1. When evaluating bids, the procuring entity and the expert panel must examine the technical and financial aspects of the bids to determine if they contain any discrepancies, conditions, or omissions of fundamental information, including:<br>a) "Differences" refers to discrepancies from the requirements specified in the bidding documents;<br>b) "Setting conditions" refers to the act of imposing restrictive conditions or expressing complete rejection of the requirements stipulated in the bidding documents;<br>c) "Omission" refers to the investor's failure to provide part or all of the information or documents required in the bidding documents.<br>25.2. Provided that the bid meets the basic requirements stipulated in the bidding documents, the procuring entity may accept errors that are not considered fundamental discrepancies, conditions, or omissions in the bid.<br>25.3. Provided the bid meets the basic requirements of the bidding documents, the procuring entity may request the investor to provide necessary information or documents within a reasonable timeframe to correct inconsistencies |

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| | or minor discrepancies in the bid related to documentation requirements. The request for information and documents to correct these errors must not affect the investor's proposal regarding land use efficiency or investment efficiency in the development of the industry, sector, or locality. If the investor fails to meet the procuring entity's requirements, the bid will be disqualified. |
| **26. Determining the responsiveness of the bid** | 26.1. A bid that meets the basic requirements is one that fulfills the basic requirements stated in the bidding documents without any discrepancies, conditions, or omissions of fundamental content. Discrepancies, conditions, or omissions of fundamental content are points in the bid that, if approved or allowed for the investor to amend, supplement, or replace, would:<br>a) Significantly affecting the scope, quality, or effectiveness of the project implementation as stipulated in the contract; causing significant limitations and inconsistencies with the bidding document regarding the authority of the competent person or the obligations of the investor in the contract;<br>b) Unfairly impacting the competitive position of other investors whose bids fundamentally meet the requirements stated in the bidding documents.<br>26.2. If a bid does not fundamentally meet the requirements stated in the bidding documents, it will be rejected; it is not permitted to modify discrepancies, impose conditions, or omit fundamental content in the bid in order to make it appear to fundamentally meet the bidding documents. |
| **27. Opening of bids** | 27.1. Except for late submissions as stipulated in Section 21 of the Instructions to investors and withdrawals requested by investors as stipulated in Section 22.3 of the Instructions to investors, the procuring entity must publicly open and clearly read the information as specified in Section 27.2 of Instructions to investors of all bids received before the bid closing time. The opening of bids must be conducted publicly at the time and place specified by **BDS** in the presence of representatives of investors attending the bid opening ceremony and representatives of relevant agencies and organizations (if any), the bid opening will not depend on the presence or absence of investor representatives. Only bids opened and |

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| | read during the bid opening ceremony will be considered and evaluated further.<br><br>27.2. The procuring entity shall inspect the seals, open each bid in alphabetical order of the investor's name, and clearly read the following information:<br><br>a) Name of the investor;<br><br>b) Number of original copies, photocopies of the bid, amended bid (if any), or replacement bid (if any);<br><br>c) The value proposed by the investor regarding the efficiency of land use or the efficiency of investment in the development of the industry, sector, or locality in the bid;<br><br>d) Proposed increase or decrease of the value specified in point c of this Section (if any);<br><br>e) Validity period of the bid;<br><br>g) The value and validity of the bid security;<br><br>h) Other relevant information (if any).<br><br>27.3. The bid opening minutes, containing the information specified in Section 27.2 of the Instructions to investors, must be signed and confirmed by representatives of the procuring entity and the participating investors. The absence of an investor's signature in the minutes will not render the minutes invalid or meaningless. The bid opening minutes shall be sent to the participating investors.<br><br>27.4. The representative of the procuring entity shall sign and confirm the original bid, the power of attorney of the legal representative of the investor (if any); the joint venture agreement (if any); the bid security; the contents of the investment and business plan and proposals on land use efficiency or investment efficiency in the development of the industry, sector, or locality for each bid. The procuring entity shall not reject any bids during the bid opening, except for bids submitted late as stipulated in Section 21 of Instructions to investors and bids withdrawn by the investor as stipulated in Section 22.3 of Instructions to investors. The procuring entity shall only open bids received before the bid closing time as required by the bidding document.<br><br>27.5. Regarding the withdrawal of bids |

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| | The procuring entity will open and clearly read the information in the bid withdrawal request document. The bid submitted by the investor requesting withdrawal will be returned to the investor. The procuring entity will not accept the investor's withdrawal request and will still open the corresponding bid if the withdrawal request document is not accompanied by documentation proving that the signatory is the investor's legal representative and this documentation is not publicly disclosed during the bid opening ceremony.<br>27.6. Regarding the amendment of the bid.<br>The procuring entity will open the envelope and read the information in the request for amendment of the bid, and the amended bid before opening the envelope and reading the information in the investor's original bid. The procuring entity will not accept the investor's request for amendment of the bid if the request for amendment is not accompanied by documentation proving that the signatory is the investor's legal representative.<br>27.7. For cases of replacing the bid<br>The procuring entity will open the envelope containing the bid replacement request and read the information clearly. The original bid will be returned to the investor. The procuring entity will not accept a bid replacement request if the request does not include documentation proving that the signatory is the investor's legal representative. |
| **28. Evaluation of the bid** | 28.1. Evaluate bids according to the evaluation methods and standards specified in **BDS** and Chapter III - Evaluation of Bid.<br>28.2. Investors must meet the following minimum scores to be evaluated and ranked:<br>a) The minimum overall score must not be lower than 70% of the total score;<br>b) The minimum score for a standard or detailed standard shall not be lower than 60% of the maximum score for that standard;<br>c) The minimum score for each criterion must not be lower than 50% of the maximum score for that criterion. |

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| | Investors who meet the minimum score for each criterion and have the highest overall score are ranked first. |
| **29. Correcting errors and discrepancies.** | 29.1. Correction of errors refers to the rectification of errors in the bid, including arithmetic errors, unit errors; discrepancies between the technical proposal and the financial/commercial proposal, and other errors. Error correction shall be carried out in accordance with the regulations specified in **BDS**.<br>29.2. Correction of discrepancies refers to the adjustment of minor omissions or excesses in the bid compared to the requirements of the bidding documents. The correction of discrepancies shall be carried out in accordance with the regulations specified below **BDS** on the basis of ensuring fairness, transparency, and economic efficiency, the adjusted content must adhere to the principle of not being discrepancies, conditions, or omissions of fundamental content as stipulated in Section 26.2 of the Instructions to investors. The adjustment of discrepancies is solely for the purpose of comparing bids.<br>29.3. After discovering errors or discrepancies, the procuring entity must notify the investor in writing of the errors or discrepancies, the corrections or adjustments made, and the deadline from the date of receipt of the notification for the investor to provide feedback on the matter. Within the deadline from the date of receiving the notification from the procuring entity, the investor must provide written feedback to the procuring entity on the following matters:<br>a) Accept or reject the corrected results. If the investor does not accept the corrected results, their bids will be disqualified;<br>b) State your opinion on the results of the error correction. If the investor does not accept the error correction results, they must clearly state the reasons for the procuring entity to consider and decide. |
| **30. Incentives in investor selection** | 30.1. Eligible beneficiaries and benefit levels:<br>a) Investors who have solutions applying advanced technology, high technology, environmentally friendly technology, and the best existing techniques to minimize environmental pollution for projects belonging to the group with a high risk of adverse environmental impact as |

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| | stipulated by the law on environmental protection will receive a 5% preferential rate when evaluating bids;<br><br>b) Investors who commit to transferring technology and carrying out high-tech activities for high technologies and high-tech products included in the List of High Technologies prioritized for investment and development and the List of High-Tech Products encouraged for development issued by the Prime Minister in accordance with the law on high technology, or included in the List of technologies encouraged for transfer in accordance with the law on technology transfer, will receive a 2% preferential rate when evaluating bids;<br><br>c) Investors that are science and technology enterprises; innovative startups, organizations supporting innovative startups recognized by competent authorities; innovation centers; organizations and enterprises that have been granted Certificates as high-tech enterprises, high-tech incubation centers, high-tech enterprise incubators, and newly established enterprises from investment projects producing high-tech products in accordance with the law on high technology are entitled to a 5% preferential rate when evaluating bids;<br><br>d) Foreign investors who commit to transferring technology to domestic investors or partners will receive a 2% preferential rate when evaluating bids.<br><br>30.2. When participating in the bidding process, investors must submit supporting documents as prescribed in **BDS** regarding solutions involving the application of advanced technology, high technology, environmentally friendly technology, best existing techniques, and the legal right to use technology as stipulated by laws on high technology, technology transfer, environmental protection, and other relevant laws, in order to receive preferential treatment.<br><br>30.3. How to calculate the discount:<br><br>The overall score for eligible individuals is calculated using the following formula:<br><br>$T'_{OVERALL} = T_{TH} + T_{TH} \times M_{Priority}$<br><br>In there:<br><br>$T'_{OVERALL}$: is the aggregate score of investors eligible for incentives, including the level of incentives used for comparison and ranking; |

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| | $T_{OVERALL}$: This is the total score of the investor eligible for incentives, before any additional incentives are applied.<br>$M_{Priority}$: This is the level of incentives that investors are entitled to as stipulated in Section 30.1 of the Instructions to investor.<br>30.4. Investors eligible for incentives as stipulated in Section 30.1 of the Instructions to investors, upon being selected to sign the contract, must fulfill their commitments as stated in the bid and the investment project contract. |
| **31. Principles for awarding contracts** | Investors will be considered and recommended for the contract if they meet the following conditions:<br>31.1. The bid are valid;<br>31.2. Meeting competency requirements;<br>31.3. Meeting the requirements for the business investment plan;<br>31.4. Meeting requirements for land use efficiency (for projects applying land use efficiency assessment standards);<br>31.5. Meeting the requirements for investment efficiency in the development of the industry, sector, or locality (for projects applying evaluation standards for investment efficiency in the development of the industry, sector, or locality);<br>31.6. Having the highest overall score in terms of capacity, business investment plans, land use efficiency, and investment efficiency in industry, sector, and locality development. |
| **32. Cancel the tender.** | 32.1. The procuring entity will announce the cancellation of the tender in the following cases:<br>a) All bids failed to meet the requirements of the Bidding documents;<br>b) Changes to the objectives, scale, location, investment capital, or implementation period of the investment and business project due to force majeure, resulting in changes to the evaluation criteria in the issued bidding document;<br>c) The bidding document contain one or more provisions that do not comply with the Law on Bidding or other relevant laws, leading to inaccurate results in the selection |

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| | of investors or the selected investor no longer meeting the requirements to implement the investment and business project;<br>d) Other organizations or individuals besides the winning bidder commit acts prohibited under Article 16 of the Law on Bidding, leading to discrepancies in the investor selection results.<br>32.2. Organizations and individuals violating legal regulations leading to the cancellation of the tender as stipulated in points c and d of Section 32.1 of the Instructions to investor must compensate the relevant parties for their costs.<br>32.3. Bid cancellation shall be carried out during the period from the date of issuance of the bidding document until before the date of contract signing. |
| **33. Publicize the results of the investor selection process.** | 33.1. Within 05 working days from the date of the document approving the investor selection results, the procuring entity shall publish information on the investor selection results on the System as prescribed in point d, clause 2, Article 7 and clause 4, Article 8 of the Law on Bidding; at the same time, send a written notification of the investor selection results to the participating investors. The content of the notification of investor selection results includes:<br>a) Project name;<br>b) Name of the winning bidder; economic organization established by the winning bidder (if any);<br>c) Information on the value proposed by the investor regarding the efficiency of land use or the efficiency of investment in the development of the industry, sector, or locality;<br>d) A list of investors who were not selected and the reasons for their exclusion.<br>d) Plan for negotiating, finalizing, and signing a contract with the selected investor;<br>e) Other contents (if any).<br>33.2. In the event of tender cancellation as stipulated in Section 32.1 of the Instructions to investors, the notification of the investor selection results must clearly |

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| | state the reason for the cancellation and the responsibilities of the parties involved in the cancellation.<br>33.3. Along with the notification of the investor selection results, the procuring entity shall send a notification of acceptance of the bid and awarding of the contract, including requirements for contract performance security, negotiation time, contract finalization, and contract signing as stipulated in Sections 34, 35, and 36 of the Instructions to investors to the winning investor. The notification of acceptance of the bid and awarding of the contract is part of the contract dossier. If the winning investor fails to attend negotiations, finalize the contract, sign the contract, or submit the contract performance security within the deadline stated in the notification of acceptance of the bid, the investor will be disqualified and will not receive back the bid security as stipulated in points c, d, and e of Section 16.5 of the Instructions to investors |
| **34. Negotiating and finalizing contracts** | 34.1. Based on the investor selection results, the first-ranked investor will be invited to negotiate and finalize the contract according to the bid acceptance notice and the contract will be awarded as stipulated in Section 33.3 of the Instructions to investors.<br>34.2. Contract negotiations and finalization are conducted on the following basis:<br>a) Bid evaluation report;<br>b) The bid and any clarifications or amendments to the bid (if any) from the investor;<br>c) Bidding documents and any amendments or supplements to the Bidding documents (if any);<br>d) Other relevant documents.<br>34.3. Principles of contract negotiation and finalization:<br>a) Failure to negotiate and finalize the contract regarding the contents that the investor has bid on in accordance with the requirements of the bidding document;<br>b) The basic content of the bid must not be altered.<br>34.4. Content of contract negotiation and finalization:<br>a) Negotiating and refining the proposed contents in the bid that are not sufficiently detailed, unclear, or differing; inconsistencies or discrepancies between the Bidding |

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| | documents and the bid that may lead to disputes or affect the rights and obligations of the parties during the contract execution process;<br>b) Negotiate on any issues arising during the investor selection process (if any) in order to finalize the details of the contract;<br>c) Negotiate other project-related matters to establish the basis for defining rights, obligations, and responsibilities in the contract;<br>d) Other necessary information.<br>34.5. Investors are not allowed to change, withdraw, or refuse to implement the basic contents proposed in the bid that have been evaluated by the procuring entity as meeting the requirements of the bidding documents, except in cases where the changes proposed by the investor bring greater efficiency to the project.<br>34.6. If negotiations and contract finalization are unsuccessful, the procuring entity shall report to the competent authority for consideration and decision to cancel the investor selection results and invite the next ranked investor to negotiate and finalize the contract. If negotiations and contract finalization with subsequent investors are successful, the procuring entity shall submit, appraise, approve, and publicly announce the investor selection results. If negotiations and contract finalization with subsequent investors are unsuccessful, the procuring entity shall report to the competent authority for consideration and decision to cancel the tender in accordance with point a, Section 32.1 of the Instructions to investor. |
| **35. Contract signing and principles for implementing investment and business project contracts.** | 35.1. The signing of a business investment project contract must meet the following conditions:<br>a) At the time of signing, the bid submitted by the selected investor must still be valid;<br>b) At the time of signing, the selected investor must ensure that they meet the technical and financial capacity requirements to implement the investment and business project as specified in the bidding documents.<br>35.2. The contract signed between the parties must conform to the content in the bidding documents, the bid, the decision approving the results of the investor |

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| | selection, and the minutes of negotiations and contract finalization.<br>35.3. The competent authority or the procuring entity(if authorized) shall sign the contract with the selected investor. For joint venture investors, all members of the joint venture must personally sign and affix their seals (if any) to the contract document.<br>35.4. The implementation of investment and business project contracts shall comply with the principles stipulated in Article 69 of the Law on Bidding. |
| **36. Contract performance guarantee** | 36.1. The investor must implement one of the measures stipulated in **BDS** to ensure the fulfillment of contractual obligations for investment and business projects before or at the same time the contract comes into effect.<br>36.2. The deadline for returning the performance guarantee is as stipulated in **BDS**.<br>36.3. Investors shall not be reimbursed the performance guarantee in the following cases:<br>a) Refusing to perform the contract once it has come into effect;<br>b) Violation of the terms of the contract;<br>c) The contract is delayed due to the investor's fault, but the investor refuses to extend the validity of the performance guarantee. |
| **37. Resolving complaints in the investor selection process., investor selection results** | When investors believe their legitimate rights and interests are being affected, they have the right to submit petitions regarding issues prior to the investor selection results and petitions concerning the investor selection results to the procuring entity, the competent authority, and the Petition Resolution Council at the address specified in **BDS** The resolution of complaints in the bidding process for selecting investors is carried out in accordance with the provisions of Article 89 of the Law on Bidding and the following sections:<br>37.1. Conditions for considering and resolving petitions<br>a) For proposals concerning issues arising before the announcement of the investor selection results, the proposal must meet the following conditions to be considered and resolved: |

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| | - For proposals regarding the content of the bidding document, the proposal must be submitted by agencies and organizations interested in the project; for other matters concerning the investor selection process, the proposal must be submitted by the bidding investor.<br>- The petition must be signed and stamped (if applicable) by the legal representative of the investor, agency, or organization submitting the petition, or digitally signed through an account, and submitted to the National Online Bidding System according to the online investor selection process;<br>- Investors must submit their petition to the procuring entity or competent authority within the time limit specified in point a, Section 37.2 of the Instructions to investor.<br>b) Regarding proposals concerning the results of the investor selection process, in order for such proposals to be considered and resolved, investors must meet the following conditions:<br>- The petition must be submitted by an investor participating in the bidding process;<br>- The petition must be signed and stamped (if any) by the legal representative of the investor participating in the bidding or digitally signed through an account, and submitted to the National Online Bidding System according to the online investor selection process;<br>- The content of the proposal has not yet been subject to legal action, complaints, or denunciations by the investor;<br>- The recommendations relate to the results of the bid evaluation;<br>- The fee for resolving the petition is paid by the petitioning investor to the permanent support unit assisting the Chairman of the Petition Resolution Council (hereinafter referred to as the permanent unit). Within 3 working days from the date of receiving the investor's petition, the permanent unit is responsible for notifying the investor of the amount of the petition resolution fee and the method of payment. The investor is responsible for paying the petition resolution fee within 2 working days from the date of receiving the notification from the permanent unit. If the investor fails to pay the petition resolution fee, the investor will be considered as not |

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| | meeting the conditions for consideration and resolution of the petition;<br>- Investors must submit their petition to the competent authority or permanent department within the time limit specified in point b, Section 37.2 of the Instructions to investor.<br>c) If the investor's, agency's, or organization's proposal does not meet the conditions stipulated in points a and b of this Section, the person responsible for resolving the proposal shall notify the investor, agency, or organization in writing that the proposal will not be considered or resolved.<br>37.2. Complaint Resolution Process<br>a) The process for resolving complaints regarding issues prior to the announcement of the investor selection results is as follows:<br>- Investors, agencies, and organizations may submit petitions regarding the bidding document to the procuring entity before the bidding deadline. Investors may also submit petitions regarding other aspects of the investor selection process to the procuring entity before the announcement of the investor selection results.<br>- The procuring entity must send a written response to the investor, agency, or organization regarding the complaint within 7 working days from the date of receiving the complaint from the investor, agency, or organization.<br>- If the investor, agency, or organization disagrees with the outcome of the complaint resolution, or if the procuring entity fails to provide a written resolution within the time limit specified in point b of this Section, the investor, agency, or organization has the right to submit a written complaint to the competent authority within 05 working days from the date the deadline for reply expires or the date of receipt of the complaint resolution from the procuring entity;<br>- The competent authority shall send a written response to the investor, agency, or organization regarding the petition within 7 working days from the date of receiving the petition from the investor, agency, or organization.<br>b) The process for resolving complaints regarding the results of the investor selection is as follows: |

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| | - Investors must submit their petitions to the procuring entity within 10 days from the date the investor selection results are posted on the National Bidding Network System;<br>- The procuring entity shall send a written response to the investor regarding the complaint within 7 working days from the date of receiving the investor's complaint;<br>- If the investor disagrees with the outcome of the complaint resolution or if the procuring entity does not provide a written resolution within the time limit specified in point b of this clause, the investor has the right to submit a written complaint to the permanent department of the Complaint Resolution Council as stipulated in point a, Section 37.3 of the Instructions to investor within 05 working days from the date the complaint resolution deadline expires or the date of receipt of the investor's complaint resolution application.<br>- The Council for resolving petitions shall review the investor's application within 20 days from the date the Council is established, and report to the competent authority for consideration and decision.<br>- The competent authority shall issue a written resolution regarding the results of the investor selection process within 05 working days from the date of receiving the report from the Council for Resolving Petitions.<br>- If necessary, the Appeals Council shall report to the competent authority for consideration of temporarily suspending the signing and execution of the contract. If the Appeals Council's proposal is approved, within 05 working days from the date of receiving the Council's report, the competent authority shall issue a written notice to the procuring entity to temporarily suspend the signing and execution of the contract, clearly specifying the duration of the suspension.<br>c) The written resolution of the petition shall be sent to the investor, agency, or organization that submitted the petition within 05 working days from the date of the procuring entity or competent authority. The written resolution of the petition must include a conclusion on the content of the investor's petition, in which:<br>- If the complaint is found to be valid, the written response must clearly state the measures, methods, and timeframe |

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| | for remedying any consequences (if applicable).<br>- If the investor's proposal is concluded to be incorrect, the response must clearly explain the reasons.<br>d) In case of disagreement with the decision resolving the complaint by the procuring entity, the competent authority, the Complaint Resolution Council, or the investor, they have the right to file a lawsuit in court.<br>e) Investors have the right to withdraw their petition during the petition resolution process. The written request to withdraw the petition must be signed and stamped (if any) by the investor's legal representative or the person who signed the bid.<br>37.3. Composition, responsibilities, and activities of the Petition Resolution Council<br>a) The council for resolving petitions and its standing committee are regulated as follows:<br>- The Council for resolving petitions, established by the Minister of Finance, is responsible for resolving petitions when requested by the Prime Minister;<br>- The Council for Resolving Petitions is established by the Minister, Head of a ministerial-level agency, or Head of the Economic Zone Management Board to resolve petitions regarding projects for which the ministry, ministerial-level agency, or Economic Zone Management Board is the competent authority. The agency or unit assigned the task of managing bidding activities of the ministry, ministerial-level agency, or Economic Zone Management Board serves as the permanent secretariat of the Council;<br>- The Council for resolving petitions is established by the Chairman of the Provincial People's Committee to resolve petitions regarding projects for which the Provincial People's Committee is the competent authority; the Department of Finance is the permanent secretariat of the Council.<br>The permanent department performs administrative tasks as stipulated by the Chairman of the Council for resolving complaints; and receives and manages the fees paid by the contractors who submit complaints.<br>b) Composition of the Council for resolving petitions<br>- The petition resolution council includes the Chairman, |

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| | Vice Chairman (if necessary), permanent staff, representatives of relevant agencies, and representatives of professional associations, experts, and scientists (if any);<br>- The Chairman of the Council for resolving petitions in the cases stipulated in point a, Section 37.3 of the Instructions to investor: a representative of the Ministry of Finance; a representative of the agency, organization, or unit assigned the task of managing bidding activities under the ministry, ministerial-level agency, or Economic Zone Management Board; or a representative of the Department of Finance.<br>- Members of the Petition Resolution Council must not be family members as stipulated by Enterprise Law this includes the person who signed the petition, individuals belonging to the expert team, the appraisal team, and the person who signed the decision approving the results of the investor selection.<br>c) The activities of the Council for resolving petitions are regulated as follows:<br>- The petition resolution council shall be established within 05 working days from the date the permanent department receives the petition submitted by the investor as stipulated in point b, Section 37.1 of the Instructions to investor<br>- The Council for resolving petitions operates on a case-by-case basis, working collectively under the direction of the Council Chairman and making decisions by majority vote. Members have the right to reserve their opinions and are legally responsible for their opinions;<br>- The Council has the right to request the Investor, the Procuring Entity, and relevant individuals, agencies, organizations, and units to provide project information and other related information in order to perform its duties.<br>- The petition resolution council will dissolve itself after completing its task. |
| **38. Handling violations in the bidding process for selecting** | 38.1. Organizations and individuals who violate the provisions of the law on bidding shall, depending on the nature and severity of the violation, be subject to disciplinary action, administrative penalties, or criminal |

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| **investors.** | prosecution; in cases causing damage, they must compensate according to the provisions of the law.<br><br>38.2. In addition to being penalized according to the provisions of Section 38.1 of the Instructions to investor, 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 shall also be prohibited from participating in bidding activities for the selection of investors for a period of 6 months to 5 years. The period of prohibition from participating in bidding activities for organizations and individuals committing violations includes individuals belonging to competent authorities, the inviting party, the inviting party, the expert team, and the appraisal team:<br><br>a) Prohibition from participating in bidding activities for a period of 3 to 5 years for any of the violations specified in Clauses 1, 2, 4 and Point a of Clause 3, Article 16 of the Law on Bidding;<br><br>b) Prohibition from participating in bidding activities for a period of 1 to 3 years for any of the violations specified in point c, clause 3; clause 5, Article 16 of the Law on Bidding;<br><br>c) Prohibition from participating in bidding activities for a period of 6 months to 1 year for any of the violations specified in points a, b, c, d, e, and f of Clause 6 and Clause 7 of Article 16 of the Law on Bidding.<br><br>38.3. For joint venture investors, the prohibition from participating in the bidding process for selecting investors as stipulated in Section 38.2 shall be implemented as follows:<br><br>a) Participation in activities shall only be prohibited for joint venture members who commit violations falling under the cases specified in points c of clause 3, clause 4, points b, c, d, and e of clause 5, points a, b, c, d, and e of clause 6, and clause 7 of Article 16 of the Law on Bidding;<br><br>b) Participation is prohibited for all members of the consortium if one or more members commit violations not falling under the cases specified in point a of this Section.<br><br>38.4. The statute of limitations for applying the measure prohibiting participation in bidding activities for the selection of investors as stipulated in Section 38.2 of the |

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| | Instructions to investor is 10 years from the date the violation occurred.<br>38.5. Ministries, ministerial-level agencies, and provincial People's Committees shall consider and issue decisions prohibiting participation in bidding activities within their respective areas of management within 15 days of receiving one of the following documents:<br>a) A written request from the procuring entity accompanied by documents proving the violation;<br>b) Recommendations in the inspection report of the inspection agency, and the inspection team's conclusion;<br>c) Results of the resolution of the petition by the Petition Resolution Council;<br>d) Other documents from competent state agencies that identify the violation.<br>38.6. The decision to prohibit participation in bidding activities includes the following contents:<br>a) Name of the organization or individual that committed the violation;<br>b) The nature of the violation, the legal basis for handling the violation, and the corresponding prohibition period for each violation; the total prohibition period (in cases of violations involving two or more acts); and the scope of the prohibition.<br>c) The decision is legally binding. |
| **39. Monitoring the bidding process for selecting investors.** | 39.1. The monitoring of investor selection activities as stipulated in point a, clause 3, Article 86 of the Law on Bidding shall be integrated with the monitoring of investment projects or overall investment monitoring by state management agencies on investment and investment registration agencies as prescribed by the law on investment.<br>39.2. The authority to supervise bidding activities shall be exercised in accordance with the provisions of **BDS**.<br>39.3. Content of investor selection monitoring:<br>a) Announcing the business investment project (for projects requiring investment policy approval); preparing, approving, and publishing information on the business |

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| | investment project (for projects not requiring investment policy approval);<br>b) Prepare, review, and approve the bidding document;<br>c) Evaluating the bid;<br>d) Evaluating the results of the investor selection process;<br>e) Results of negotiations, finalization, and signing of the contract.<br>39.4. Responsibilities of individuals or units performing bidding supervision:<br>a) Be honest and objective; do not cause inconvenience to the procuring entity, the expert team, or the evaluation team during the supervision process;<br>b) Request the procuring entity, expert panel, and evaluation panel to provide relevant documents and materials to support the monitoring process;<br>c) Receiving feedback from investors and relevant organizations and individuals regarding the investor selection process for the project under supervision;<br>d) Protecting information in accordance with the law;<br>e) Be responsible for the results of their monitoring;<br>f) Fulfill other responsibilities as prescribed by the law on bidding and other relevant laws.<br>39.5. Upon 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 law on investment, ensuring that the investor fully fulfills its commitments during the implementation of the investment project. |
| **40. Implementing the investment and business project of the winning bidder.** | 40.1. The winning bidder, or the economic organization established by the winning bidder, shall implement the investment and business project in accordance with the contract, laws on enterprises, investment, construction, land, real estate business, and other relevant laws.<br>40.2. The winning bidder or the economic organization established by the winning bidder shall advance capital to carry out compensation, support, and resettlement in accordance with the law on land. If, after the deadline from the date of receiving the request from the competent |

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| | state agency, the investor fails to advance sufficient capital, the investor shall not be reimbursed the performance guarantee as stipulated in point c, clause 4, Article 75 of the Law on Bidding. In this case, the reimbursement of the funds advanced by the winning bidder for compensation, support, and resettlement shall be carried out in accordance with the law on land.<br><br>40.3. During the implementation of an investment and business project, the winning bidder or the economic organization established by the winning bidder may transfer part or all of the project when meeting the following conditions:<br><br>a) Conditions as prescribed by investment law; real estate business law (applicable to real estate projects); industry and sector management law and other relevant laws;<br><br>b) Conditions stipulated in Clause 2, Article 76 of the Law on Bidding.<br><br>40.4. The transfer of shares or capital contributions of members or shareholders in an economic organization established by the winning bidder before the project is exploited or operated must meet the following conditions:<br><br>a) Approved by the competent authority;<br><br>b) The transferee investor must meet the operating conditions stipulated by the relevant laws for each type of economic organization, laws on investment, enterprises, land, real estate business, and laws governing the industry and sector; and must inherit the rights and obligations to implement the investment project that the transferring investor committed to in the bid and project contract;<br><br>c) From the time the project commences operation, the transfer of shares and capital contributions shall be carried out in accordance with the law on enterprises and the relevant laws for each type of economic organization, without having to meet the conditions specified in points a and b of this Section.<br><br>40.5. The transfer of investment projects, the transfer of shares, or capital contributions in economic organizations as stipulated in Sections 40.3 and 40.4 of the Instructions to investor must be specified in the contract.<br><br>Based on the provisions of the contract, the competent authority shall consider and approve the proposal for the |

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| | transfer of investment projects, the transfer of shares, or capital contributions in economic organizations.<br><br>If the transfer proposal is approved, the competent authority shall instruct the procuring entity to review, amend, and supplement the contract content.<br><br>40.6. In cases where the transfer of a project, the transfer of shares, or capital contributions as stipulated in Section 40.3 or 40.4 of the Instructions to investor leads to an adjustment of the investment project, after obtaining approval from the competent authority as stipulated in Section 40.5 of the Instructions to investor, the transferring investor or economic organization shall carry out the procedures for adjusting the investment project in accordance with the law on investment and relevant laws before amending or supplementing the project contract.<br><br>40.7. In cases where the transfer of a project, the transfer of shares, or capital contributions as stipulated in Sections 40.3 or 40.4 of the Instructions to investor gives rise to financial obligations to the State as prescribed by law, the winning bidder or the economic organization established by the winning bidder must fully fulfill its financial obligations to the State.<br><br>40.8. The winning bidder and the economic organization established by the winning bidder have the right to contribute capital and increase charter capital to implement other investment and business projects (if any), but this must not affect the rights and obligations committed in the bid and project contract.<br><br>40.9. During the implementation of a business investment project, if adjustments to the investment project are required for projects subject to investment policy approval as stipulated in point a, clause 1, Article 76 of the Law on Bidding (except for cases specified in Sections 40.3 or 40.4 of the Instructions to investor), or adjustments to the investment project for projects not subject to investment policy approval, leading to changes in the project contract content, the competent authority shall instruct the procuring entity to coordinate with the local investment registration agency to guide the investor or the economic organization established by the winning bidder to carry out the procedures for adjusting the investment project in accordance with the law on investment. Simultaneously, the procuring entity shall |

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| | require the investor to update and commit to ensuring the technical and financial capacity to implement the project, and review the contract content for amendment and supplementation after the investment project is adjusted. |

## CHAPTER II. BIDDING DATA SHEET

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| **Instructions to investor 1.1** | Name and address of the procuring entity:<br>a) Name of the procuring entity: Hung Yen Provincial Department of Construction.<br>b) Representative: Mr. Tran Quang Trien - Director.<br>- Authorized representative: Mr. Luu Van Duong - Deputy Director.<br>c) Street/Road Name: Quang Truong Street.<br>d) City: Pho Hien Ward, Hung Yen Province.<br>d) Phone number: 0221 3865 538<br>e) Fax number: 0221 3865 538<br>g) Addresse-mail: soxd@hungyen.gov.vn |
| **Instructions to investor 1.2** | The total investment capital for the project is approximately: **8.048.492.618.000 VND** *(In words: Eight thousand forty-eight billion, four hundred ninety-two million six hundred eighteen thousand dong.)*. |
| **Instructions to investor 1.3** | The requirements for equity and debt capital that investors must raise:<br>a) Minimum equity capital that investors must arrange: **1.207.273.892.700 VND***(In words: One thousand two hundred and seven billion, two hundred and seventy-three million, eight hundred and ninety-two thousand seven hundred dong.)*.<br>b) The total value of equity and debt capital that the investor is able to raise at a minimum: **8.048.492.618.000 VND***(In words: Eight thousand forty-eight billion, four hundred ninety-two million, six hundred eighteen thousand dong./.)*. |
| **Instructions to investor 1.4** | The basic project information includes:<br>a) Project name; investment objectives, and investment scale of the project:<br>- *Project name:* Long Hung Land New Urban Area – Van Giang – Zone B.<br>- *Investment objectives:* Investing in the construction of a new urban area with modern architecture, appropriate urban functional spaces, and a complete and integrated infrastructure including |

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| | social and economic infrastructure to meet the housing needs of local residents, workers in industrial zones, and other groups will contribute to social stability; acting as a driving force to accelerate socio-economic development, aiming to successfully implement the modernization strategy of Nghia Tru commune in particular and Hung Yen province in general.<br>- *Investment scale:*<br>a. The project's land area is approximately 458.437 m².<br>b. Population size: approximately 12.576 people;<br>c. Scale of products and services offered:<br>+ Land for villas has an area of 41.137,0 m², a maximum height of 03 floors, a building density of 60%, and a total estimated construction floor area of 58.928 m²; Land for terraced houses has an area of 121.011,0 m² with a proposed construction area of 80.525 m², a maximum height of 04 floors, a building density of 80%, and a total estimated construction floor area of 257.681 m²; Land for high-rise commercial housing has an area of 19.623,0 m², a maximum height of 25 floors, a building density of 40%, an estimated number of 2.198 apartments, and a total estimated construction floor area of 196.229 m²; The land for high-rise social housing covers an area of 32.405,0m², with a maximum height of 15 floors, a construction density of 40%, an estimated 2.145 apartments, and a total estimated construction floor area of 194.430m².<br>+ Public service land: Land for sports facilities has an area of 5.098,0m², a maximum height of 01 floor, a building density of 30%, and a total estimated floor area of 1.529m²; Land for cultural facilities has an area of 5.383,0m², a maximum height of 03 floors, a building density of 40%, and a total estimated floor area of 6.460m²; Land for medical facilities has an area of 1.382m², a maximum height of 03 floors, a building density of 40%, and a total estimated floor area of 1.658m².<br>+ Commercial and service land: Commercial and service building land 01 has an area of 1.988.0m², a maximum height of 3 floors, a building density of 40%, and a total estimated floor area of 2.386m²; Commercial and service building land 02 has an area |

of 14.996,0m², a maximum height of 4 floors, a building density of 80%, and a total estimated floor area of 32.128m².

+ School land: Land for kindergarten/preschool construction has an area of 7.978m², a maximum height of 03 floors, a building density of 40%, an estimated 647 students, and a total estimated floor area of 9.574m²; Land for primary school construction has an area of 9.276.0m², a maximum height of 3 floors, a building density of 40%, an estimated 841 students, and a total estimated floor area of 11.131m²; Land for secondary school construction has an area of 9.587,0m², a maximum height of 3 floors, a building density of 40%, an estimated 711 students, and a total estimated floor area of 11.504m².

+ The land designated for technical infrastructure has a total area of 3,731.0m², a maximum height of 02 floors, a building density of 40%, and a projected total construction floor area of 2,985m².

+ Develop integrated technical and social infrastructure within the project.

d. Land use structure, building density, land use coefficient, and proportion of different types of housing in the project:

| TT | Function | Acreage *(m²)* | Proportion *(%)* | Maximum floor height*(floor)* | Maximum building density (%) |
|---|---|---|---|---|---|
| **1** | **Land for public and service purposes.** | **11.863** | **2,59** | | |
| 1.1 | *Land for services - public - sports* | 5.098 | | 1 | 30 |
| 1.2 | *Land for services - public - cultural purposes* | 5.383 | | 3 | 40 |
| 1.3 | *Land for service - healthcare* | 1.382 | | 3 | 40 |
| **2** | **Commercial and Service Land** | **16.984** | **3,70** | | |
| 2.1 | *Commercial and Service Land (DV.01)* | 1.988 | | 3 | 40 |
| 2.2 | *Commercial and Service Land (DV.02)* | 14.996 | | 4 | 80 |
| 3 | School land | **26.841** | **5,85** | | |

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| 3.1 | *Nursery - Kindergarten* | 7.978 | | 3 | 40 |
| 3.2 | *Elementary school* | 9.276 | | 3 | 40 |
| 3.3 | *Secondary School* | 9.587 | | 3 | 40 |
| **4** | **Land for villas** | **41.137** | **8,97** | **3** | **60** |
| **5** | **Land for high-rise buildings** | **52.028** | **11,35** | | |
| 5.1 | High-rise residential land - Social housing (OM - 01) | 12.083 | | 15 | 40 |
| 5.2 | High-rise residential land - Social housing (OM - 02) | 11.250 | | 15 | 40 |
| 5.3 | High-rise residential land - Social housing (OM - 03) | 9.072 | | 15 | 40 |
| 5.4 | High-rise residential land - Social housing (OM - 04) | 19.623 | | 25 | 40 |
| **6** | **Adjacent land** | **121.011** | **26,4** | **4** | **80** |
| **7** | **Land for technical infrastructure** | **3.731** | **0,81** | **2** | **40** |
| **8** | **Green spaces - Sports facilities - Water features** | **83.562** | **18,32** | **1** | **5** |
| **9** | **Land for transportation and parking.** | **101.280** | **22,09** | | |
| | **Total** | **458.437** | **100** | | |

e. Expected scale of investment for the construction project:

The project involves the synchronized investment in construction works according to the detailed plan proposed by the investor, based on compliance with the indicators of the adjusted zoning plan at a scale of 1/2000 for the Long Hung Land - Van Giang New Urban Area - Zone B, which was approved by the People's Committee of Hung Yen province in Decision No. 383/QD-UBND dated February 6, 2024, on a planned project land area of 458.437 m².

Area of land for low-rise housing construction: 162.148 m² (accounting for 35,37%). Of which:

+ The villa area covers approximately 41.137 m² (land plot designations OM-06 and OM-07), comprising multiple land parcels, each divided into several plots with widths ranging from 8,0m to 15,0m and lengths from 10,0m to 20,0m; a total of approximately 103 villas, with a maximum building density of

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| | 60%, a maximum building height of 3 floors, and villa units with land areas of 160m² or more.<br>+ The terraced housing area covers approximately 121.011 m² (land plot designations OM-05, OM-08, OM-09 to OM-16), comprising numerous land parcels, each divided into several plots with a typical frontage width of 6.0m and lengths ranging from 15,0m to 20,0m; a total of approximately 790 terraced houses, with a building density of 80%, a maximum building height of 4 floors, and an average land area of 96 to 250 m² for each terraced house.<br>- Area of land for high-rise residential construction: 52.028 m² (accounting for 11,35%). Of which:<br>+ The commercial high-rise land plot has an area of 19,623.0m² (land plot code OM-04); with a maximum height of 25 floors; a building density of 40%; a total projected construction floor area of 196.229m², and a projected number of 2,198 apartments. The functions of the floors are as follows: The basement is projected to be 41.208 m² (3 floors) for parking with a building density of 70%; floors 1 and 2 are for commercial services; floor 3 is for office space for rent; floors 4 to 25 are for residential apartments, with a total of approximately 2.198 apartments (average apartment area of 55m²).<br>+ Land for high-rise social housing has an area of 32,405.0 m² (lot designation OM-01 to OM-03), with a maximum height of 15 floors, a building density of 40%; the total expected construction floor area is 194.430m², and the expected number of apartments is 2.145. The functions of the floors are as follows: The basement is expected to be 12.962m² (1 floor) for parking with a building density of 40%; the first floor is for commercial services, the second floor is for parking, and floors 3 to 15 are for residential apartments, with a total of approximately 2.145 residential apartments (average apartment area of 55m²).<br>*Note: The area of apartments and low-rise houses will be determined more accurately after the project's basic design, technical design, and construction drawings have been approved by the competent authority.*<br>- The land for public services has a total area of 11.863,0 m², specifically as follows: |

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| | + The land designated for sports facilities has an area of 5.098,0 m² (land plot code CC.01), with a maximum height of 1 floor, a building density of 30%, and a total estimated construction floor area of 1.529 m²;<br>+ The land designated for cultural facilities has an area of 5.383,0 m² (land plot code CC.02), with a maximum height of 3 floors, a building density of 40%, and a total projected construction floor area of 6.460 m²;<br>+ The land designated for medical facilities has an area of 1.382 m² (land plot code CC.03), with a maximum height of 3 floors, a building density of 40%, and a total projected floor area of 1.658 m².<br>- Commercial and service land has a total area of 16.984,0 m², specifically as follows:<br>+ Commercial and service building land with an area of 1.988,0 m² (land plot code DV.01); maximum height of 3 floors, building density of 40%; total expected construction floor area of 2.386 m².<br>+ Commercial and service building land with an area of 14.996.0 m² (land plot code DV.02), maximum height of 4 floors, building density of 80%, total expected construction floor area of 32.128 m².<br>The school land has a total area of 26.841,0 m², specifically as follows:<br>+ The land for the kindergarten/preschool building has an area of 7.978 m² (designated as plot TMN), with a maximum height of 3 floors, a building density of 40%, an estimated 647 students, and an estimated construction floor area of 9.574 m².<br>+ The land for the primary school building has an area of 9.276,0 m² (land plot code TH); with a maximum height of 3 floors, a building density of 40%, an estimated 841 students, and an estimated construction floor area of 11.131 m².<br>+ The land for the secondary school building has an area of 9.587,0 m² (land plot code: Secondary School); maximum height of 3 floors, building density of 40%, expected 711 students, expected construction floor area of 11.504 m².<br>- Investment in the construction of public works (cultural); transportation, technical infrastructure, green spaces, water |

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| | bodies, and sports facilities: Investors are responsible for constructing the project components according to the approved zoning plan; handing over the land used for the construction of public works (cultural); transportation, technical infrastructure, green spaces, water bodies, and sports facilities to the local government for management after construction, so that a plan can be developed to serve the public needs of the people in accordance with the law.<br>b) Preliminary total project implementation costs: **8.048.492.618.000 VND***(In words: Eight thousand forty-eight billion, four hundred ninety-two million, six hundred eighteen thousand dong.)*, in there:<br>+ Land clearance costs (estimated): 311.065.038.000 VND.<br>+ Construction costs: 6.136.748.647.000 VND.<br>+ Equipment costs: 660.703.156.000 VND.<br>+ Project management costs: 37.990.750.000 VND.<br>+ Construction investment consulting fees: 102.658.507.000 VND.<br>+ Other expenses: 254.492.280.000 VND.<br>+ Contingency costs: 544.834.240.000 VND.<br>c) Project location: On a land area of approximately 458.437 m² in Nghia Tru commune, Hung Yen province. Location of the land plot: North bordering Cuu Cao commune (now Phung Cong commune) (Dai An urban area); South bordering Ring Road 3.5; East bordering Nghia Tru commune; West bordering the road alongside the Hanoi - Hai Phong expressway (the location of the land plot has been approved by the Provincial People's Committee in the adjusted zoning plan at a scale of 1/2000 for the Long Hung Land - Van Giang New Urban Area - Zone B in Decision No. 383/QD-UBND dated February 6, 2024).<br>d) Purpose of land use; Current land use status (if any):<br>- *Purpose of land use:* In accordance with Decision No. 383/QD-UBND dated February 6, 2024, of the People's Committee of Hung Yen province approving the revised zoning plan at a scale of 1/2000 for the Long Hung Land – Van Giang – Zone B new urban area in Nghia Tru commune, Hung Yen province, and Decision No. 48/QD-UBND dated November 25, 2025, of the |

People's Committee of Hung Yen province approving the investment policy.

- *Current land use status:*

The current land use structure is primarily agricultural land (rice cultivation, fruit trees, agricultural crops, perennial crops, vegetables, aquaculture, etc.), accounting for approximately 36.68%. In addition, about 5.99% is existing residential area, including housing, public, commercial, service, healthcare, cultural, historical sites, and public green spaces, as well as other technical infrastructure land; industrial production land and warehouses account for 1.90%; the remainder consists of transportation, water bodies, and other land...

| No | Land use function | Acreage (ha) | Proportion (%) |
|---|---|---|---|
| 1 | Residential land | 9,51 | 2,14 |
| 2 | Village land, rural population | 18,52 | 4,17 |
| 3 | Medical land | 1,01 | 0,23 |
| 4 | Land of Culture | 0,13 | 0,03 |
| 5 | Public green space | 9,64 | 2,17 |
| 6 | Industrial land, warehouses | 8,46 | 1,90 |
| 7 | Land for service area | 5,64 | 1,27 |
| 8 | Land of historical and religious sites | 0,56 | 0,12 |
| 9 | Cemetery land | 2,68 | 0,60 |
| 10 | Agricultural land | 153,51 | 34,53 |
| 11 | Unused land | 83,82 | 18,85 |
| 12 | Other infrastructure land | 0,13 | 0,03 |
| 13 | Land for aquaculture | 9,55 | 2,15 |
| 14 | Rivers, streams, canals, ditches | 54,46 | 12,25 |
| 15 | Lakes, ponds, swamps | 5,49 | 1,24 |
| 16 | Roads | 81,43 | 18,32 |
| **Total** | | **444,55** | **100,00** |

d) Area of land for the project: approximately 458.437 m².

e) Planning indicators: in accordance with Decision No. 383/QD-UBND dated February 6, 2024, of the People's Committee of Hung Yen province on approving the revised zoning plan at a scale of 1/2000 for the Long Hung Land – Van Giang – Zone B new urban area in Nghia Tru commune, Hung Yen province, and Decision No. 48/QD-UBND dated November 25, 2025, of the

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| | People's Committee of Hung Yen province approving the investment policy.<br>g) Project timeline and implementation schedule:<br>- *Project duration:* 50 years from the date the competent authority approves the project investor.<br>- *Project progress:*<br>g1. Capital contribution schedule and projected capital raising schedule:<br>- Investor's capital contribution to the project: a minimum of 15% of the total investment capital, to be contributed within 60 months from the date the competent authority approves the project investor.<br>- Credit loans and other legally raised capital: a maximum of 85% of the total investment capital, to be implemented within 60 months from the date the competent authority approves the project investor.<br>g2. Progress of basic construction and commissioning of the project:<br>Investment progress: The project will be completed within 60 months (5 years) from the date the competent authority approves the project investor.<br>- Month 1 to Month 21: Completing legal procedures, carrying out compensation and land clearance, finalizing land-related procedures;<br>- Months 16 to 21: Carry out procedures in accordance with the law on construction, fire safety, environment, and other relevant regulations;<br>- Months 22 to 57: Construction begins on completion of the technical infrastructure system and architectural works belonging to the project according to the detailed regulations approved by the competent authority;<br>- Months 58 to 60: Complete all items, organize acceptance testing, hand over the works for use according to regulations, and put the entire project into operation;<br>h) Name of the procuring entity: Hung Yen Provincial Department of Construction. |

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| | i) Form and method of investor selection: International open bidding, one-stage, one-envelope process.<br>k) Timeframe for starting the investor selection process: First quarter of 2026.<br>l) The value of assets attached to the land (in case of asset sale) or the remaining value of the assets (in case of asset demolition or disposal) for investment projects planned to be implemented on land with assets attached to the land, and whose value can be determined before the time of preparing the bidding documents (if any): Undetermined. |
| **Instructions to investor 3.5** | Since the date of issuance of the bidding documents, the bidding investor has not held any shares or capital contributions with the following consulting firm:<br>- Consulting services for preparing bidding documents and evaluating bids: Construction Design and Management Consulting Joint Stock Company No. 18.<br>+ Head office address: No. 79, Alley 454 Minh Khai Street, Vinh Tuy Ward, Hanoi City.<br>+ Office Address: 3rd Floor, UDIC Riverside 1 Building, 122 Vinh Tuy Street, Vinh Hung War, Hanoi City.<br>- Consulting services for evaluating bidding documents and selecting investors:<br>+ Head office address: |
| **Instructions to investor 5.2** | The deadline for investors to submit written requests for clarification is **15** days before the bid deadline. |
| **Instructions to investor 5.3 (b)** | Pre-bid conference: **will not be organized**. |
| **Instructions to investor 5.4** | The deadline for publishing the clarification document for the bidding documents is:**02** days before the bid deadline. |
| **Instructions to investor 6.1** | Procuring entity: **will not** organize a field survey. |
| **Instructions** | The deadline for publishing the decision to amend the bidding |

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| **to investor 7.2** | documents is **25** days before the bid deadline. |
| **Instructions to investor 9** | Language of Bid:<br>For international bidding:<br>The bid documents, correspondence, and related materials exchanged between the investor and the procuring entity shall be written in: The investor may choose English or Vietnamese to prepare the bid documents based on the content of the English version of the bidding documents.<br>The supporting documents and materials in the bid may be written in another language and accompanied by a translation into the language chosen by the investor for preparing the bid. In case of missing translations, the procuring entity may request the investor to submit them if necessary. |
| **Instructions to investor 10.3** | Investors must submit the following documents along with their bid: **Not applicable.** |
| **Instructions to investor 12.1** | Documents proving the investor's eligibility:<br>a) For independent investors, the investor shall provide a copy of one of the following documents to prove eligibility: Certificate of business registration or establishment decision or equivalent document issued by a competent authority for domestic investors; documents proving registration and operation under foreign law for foreign investors.<br>b) For joint venture investors, the investors shall provide the following documents:<br>- The documents referred to in point a of this Section for each member of the consortium;<br>-The joint venture agreement between the members follows Form No. 03 in Chapter IV – Bid Forms. |
| **Instructions to investor 12.2 (a)** | The currency used for evaluation: **Vietnamese Dong**.<br>If the Vietnamese Dong is not among the currencies listed, the bidding documents must specify the currency to be converted, the time, and the basis for determining the exchange rate as follows:<br>- The exchange rate is: Vietnamese Dong.<br>- The exchange rate is determined on the date the bidding documents are issued on the National Bidding Network System. |

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| | - Basis for determining the exchange rate:<br>The conversion will be based on the buying rate published by Vietnam Foreign Trade Joint Stock Commercial Bank (VCB). |
| **Instructions to investor 12.3** | Investors must submit the following documents along with their bid: **Not applicable**. |
| **Instructions to investor 13** | The investor's technical proposal includes the following content regarding the proposed business investment plan:<br>1. Regarding technical aspects<br>a) Explanation of the suitability of the investment plan for the project (including scope, scale, preliminary total project implementation cost, time, progress, spatial organization and architectural design, and landscape ensuring synchronization with the overall project) with the planning approved by the competent authority in accordance with the law on planning, construction, industry and sector management, and related laws;<br>b) Explanation of the feasibility of the technology application solution (if any), and the technology transfer plan (if any);<br>c) Explanation of compliance with investment and business conditions as prescribed by investment law and industry/sector management law (if any); operational and business plan;<br>d) Explanation of the synchronization of technical and social infrastructure systems with housing in accordance with the law on construction, urban management, and housing for new construction or urban renovation and upgrading; and the conformity of the investment plan proposed by the investor with the housing development program and plan;<br>2. Regarding society<br>a) Explanation of the plan and costs for land clearance, compensation, support, and resettlement in accordance with land law regulations (if any).<br>Investors must commit in their bid documents to providing capital for land clearance, compensation, support, and resettlement as required in the bidding documents of the competent authority, based on the compensation, support, and resettlement plan approved in accordance with the law on land.<br>b) Explanation of the investor's potential to contribute to social welfare for local workers through the employment of local labor, human resource training, average income level and average |

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| | income growth rate; social assistance activities for beneficiaries of social protection programs or other social welfare activities that the investor contributes to the locality, in accordance with the needs of the locality where the project is implemented;<br>c) For investment projects planned to be implemented on land with assets attached to it, the sale of assets attached to the land to the investor or the investor's repayment of the remaining value of the assets attached to the land, as stipulated by the law on the management and use of public assets, must be specified in the bidding documents.<br>Investors must commit in their bids to paying an amount equivalent to the value of the asset as determined in the bidding documents. This value is independent of any obligations to the state budget that the investor proposes in their bids, such as land use fees, land lease fees, and other financial obligations of the investor to the state budget as stipulated by law.<br>3. Regarding the environment<br>a) Explanation of land use indicators and land use coefficients as prescribed by land and construction laws; requirements for resource utilization as prescribed by law;<br>b) Solutions for protecting and minimizing negative impacts on the environment, and saving energy (if any). |
| **Instructions to investor 14.1** | a) The investor's proposed financial components include: the percentage of tax revenue to be paid to the state budget.<br>b) The values and rates stipulated in point a of this Section are independent of the investor's obligations to the state budget as prescribed by law. |
| **Instructions to investor 15.1** | The currency for the bid is:**Vietnamese Dong (VND), US Dollar (USD).** |
| **Instructions to investor 16.1** | a) Form of bid security: Submit a guarantee letter from a credit institution or a branch of a foreign bank established under Vietnamese law. The Investor may submit a guarantee letter to ensure responsibility when participating in the tender. The guarantee letter must be prepared according to Form No. 09, Chapter IV - Bid Forms, or in another similar form, but must include all the basic contents of a bid guarantee.<br>b) The bid security value is: **80.484.920.000 VND** *(In words: Eighty billion four hundred eighty-four million nine hundred* |

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| | *twenty thousand dong./.).*<br>c) The validity period of the bid security is **120 days** from the date the bid closing time is set. |
| **Instructions to investor 16.4** | The procuring entity is responsible for returning or releasing the bid security of the unsuccessful bidder within the specified timeframe **14** days from the date the investor selection results are approved.<br>If the investor refuses to extend the validity of the bid security when requested by the procuring entity due to the extension of the bid validity period, the procuring entity must return or release the bid security to the investor within the specified timeframe **14** days from the date the procuring entity receives the letter refusing the extension. |
| **Instructions to investor 17.1** | The validity period of the bid is **90 days** from the date the bid closing time is set. |
| **Instructions to investor 18.1** | The number of copies of the bid documents is: **03 copies and 01 data storage device** (*USB drive, including a preliminary cost estimate spreadsheet for the project, in Excel file format.*). |
| **Instructions to investor 20.1** | a) The deadline for submitting bids is: the time specified in the Project Invitation to Bid notice published on the National Online Bidding System.<br>b) The selling price (including tax) of the bidding document is: **30.000.000** VND (In words: Thirty million dong./.). |
| **Instructions to investor 24.1** | The deadline for investors to proactively submit documents to the procuring entity to clarify their eligibility and capacity is: **3 days** from the date the bid closing time is set. |
| **Instructions to investor 27.1** | The bid opening time is: the time specified in the project's invitation to bid notice published on the National Online Bidding System. at the bid opening location at the following address:<br>- Department of Construction of Hung Yen Province<br>- Street/Road Name: Quang Truong Street, Pho Hien Ward<br>- City: Hung Yen province |
| **Instructions to investor 28.1** | a) Bidding documents are evaluated on a 1,000-point scale, where the overall score is based on a combination of capacity score, |

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| | business investment plan score, and land use efficiency score, ensuring a total weight of 100%, in which:<br>- Competency score: **300 points**.<br>- Points for the business investment plan: **300 points**.<br>- Land use efficiency score: **400 points.**<br>b) For cases where additional standards are added regarding the minimum number of non-commercial public works based on the list of projects and works requiring investment in the locality where the project is implemented, or the minimum value of social assistance activities or other social welfare activities for social protection beneficiaries, determined by monetary value or the number of people supported based on the list of social protection beneficiaries or social assistance activities in the locality where the project is implemented, the points of the additional standard applied according to the weight of the land use efficiency score are determined as follows:<br>- Additional standard points applied, weighting: Not applicable.<br>- Additional qualifying points applied: Not applicable. |
| **Instructions to investor 29.1** | Error correction is carried out based on the following principles:<br>a) Arithmetic errors include errors resulting from incorrect addition, subtraction, multiplication, and division when calculating the prices of goods and services, the value of payments to the state budget, or other financial standards and criteria.<br>b) Unit error:<br>- Error in unit of measurement: correct it to match the requirements stated in the bidding documents;<br>- Unit usage errors: using a comma instead of a period (.) and vice versa should be corrected to conform to Vietnamese writing conventions.<br>c) Other errors:<br>- If there is a discrepancy between the number and the written text, the written text shall be the legal basis for correction. If the written text is incorrect, the number after correction as stipulated in this Section shall be the legal basis;<br>- If there is a discrepancy between the technical proposal and the financial proposal, the technical proposal will be the basis for correction. |
| **Instructions** | Any corrections to discrepancies must comply with the approved |

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| **to investor 29.2** | 1/2000 scale planning regulations and the project's investment policy; the percentage of discrepancies must not exceed 10%. |
| **Instructions to investor 30.2** | Supporting documentation: Documents related to the technology, such as detailed descriptions of the technology, including features, uses, and benefits, intellectual property licenses (if any), and other information about the technology to be transferred. |
| **Instructions to investor 36.1** | a) Forms of contract performance guarantee:<br>Investors may submit a performance guarantee letter to ensure their fulfillment of the contract. The performance guarantee letter must be prepared according to Form No. 14, Part 3 – Draft Contract and Contract Forms of the bidding documents, or another form that includes all the basic contents of a performance guarantee approved by the competent authority.<br>b) The value of the contract performance guarantee is **160.969.852.000 VND** *(In words: One hundred sixty billion nine hundred sixty-nine million eight hundred fifty-two thousand dong.)*.<br>c) The performance guarantee is valid for 1.825 days from the date the contract is officially signed until the date of contract termination. |
| **Instructions to investor 36.2** | Time limit for refunding the performance guarantee: The contracting authority will return the performance guarantee to the investor no later than 30 days after the contract ends. |
| **Instructions to investor 37** | Address for submitting petitions:<br>a) Address of the procuring entity: Hung Yen Provincial Department of Construction. Address: Quang Truong Street, Pho Hien Ward, Hung Yen Province. Telephone: 0221 3865 538; Fax: 0221 3865 538.<br>b) Address of the competent authority: Hung Yen Provincial People's Committee. Address: No. 10 Chua Chuong Street, Pho Hien Ward, Hung Yen Province. Phone: 0221.3863823, 0221.3864436; Fax: (0221) 3863932.<br>c) Address of the permanent support unit of the Advisory Council: Hung Yen Provincial Department of Finance. Address: 535 Nguyen Van Linh Street, Pho Hien Ward, Hung Yen Province. Telephone: 03213 863 445; Fax: 0221.3865.132. |

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| **Instructions to investor 39.2** | The authority to supervise the bidding process for selecting investors rests with: The Chairman of the Provincial People's Committee, who presides over and organizes the supervision of the bidding process for selecting investors. The Department of Finance is responsible for assisting the Chairman of the Provincial People's Committee in organizing the supervision of the bidding process for selecting investors in its locality. |

## CHAPTER III. EVALUATION OF BID

### Section 1. Checking and evaluating the validity of the bid documents.

#### 1.1. Checking the validity of the Bid

a) Check the number of original and photocopied bid;

b) Review the components of the bid, including: the bid application, joint venture agreement (if any), authorization letter to sign the bid application (if any); bid security; documents proving the legal capacity of the bid applicant (if any); documents proving the legal capacity and capabilities of the investor; proposed investment and business plan; proposed land use efficiency, investment efficiency in industry, sector, and locality development; and other components of the bid as stipulated in Section 10 of the Instructions to investor .

c) Verify the consistency of content between the original and the copy to facilitate the detailed evaluation of the bid.

#### 1.2. Assessing the Validity of the Bid

An investor's bid is considered valid when it meets all of the following conditions:

a) The original bid is available;

b) A valid bid must be signed and stamped (if applicable) by the investor's legal representative as required by the bidding documents. For joint venture investors, the bid must be signed and stamped (if applicable) by the legal representative of each member of the joint venture or by a member designated to represent the joint venture according to the responsibilities assigned in the joint venture agreement.

A bid will be considered invalid if it falls under any of the following cases:

- The legal representative of the investor shall not sign or affix the seal (if any), nor shall the legal representative of each member of the consortium or the member assigned to represent the consortium sign or affix the seal (if any) of the bid application in the case of a consortium;

- Signed before the procuring entity issues the bidding documents, signed before the authorization to sign the bid application (if any), signed before signing the joint venture agreement in the case of a joint venture;

- Including conditions that are detrimental to the competent authority or the procuring entity, or omitting important information stated in the Bid Form, resulting in a failure to fully guarantee the investor's responsibilities and commitments during the bidding process and contract execution if awarded the contract.

c) The validity period of the bid meets the requirements as stipulated in Section 17 of the Instructions to investor;

d) The investor's name does not appear in two or more bids as an independent investor or as a member of a consortium;

e) The bid security must meet the requirements specified in Section 16.1 of the Instructions to investor. The bid security shall be deemed invalid if it falls under any of the following cases:

- Not an original copy and not signed and sealed (if any) by a legally authorized representative of a domestic credit institution, a branch of a foreign bank, a domestic non-life insurance company, or a branch of a foreign non-life insurance company established under Vietnamese law;

- Signed before the procuring entity issues the bidding documents, signed before the authorization letter for signing the bid guarantee (if any), signed before signing the joint venture agreement in the case of a joint venture;

- The guarantee value is lower, the validity period is shorter than required by the bidding documents; the name and address of the beneficiary of the guarantee do not match the requirements of the bidding documents;

- Including conditions that are disadvantageous to the procuring entity; omitting important content stated in the Bid Guarantee Letter Template, resulting in a failure to fully guarantee the investor's responsibilities during the bidding process or resulting in the procuring entity not being able to obtain the bid guarantee value in the cases stipulated in Clause 9, Article 14 of the Law on Bidding;

f) In the case of a consortium, there must be a valid consortium agreement, signed and sealed (if any) by the legal representatives of each member of the consortium. The consortium agreement must clearly state the responsibilities of the leading member of the consortium and the common and individual responsibilities of each member of the consortium according to Form No. 03, Chapter IV – Bid Forms;

g) The investor is not currently prohibited from participating in bidding according to the law on bidding;

h) The investor ensures eligibility as stipulated in Section 3 of the Instructions to investor.

An investor's bid is considered "Valid" when all conditions are assessed as "Meeted". An investor's bid is considered "Invalid" if any condition is assessed as "Not Met", and in that case, the investor's bid will be disqualified. Investors with valid bids will be considered for the next evaluation step.

**Section 2. Assessment of Competence**

**2.1. Evaluation Method**

2.1.1. Assessment of competence in using scoring methods.

The minimum score for a standard or a detailed competency standard must not be lower than 60% of the maximum score for that standard.

The minimum score for each competency criterion is 60% of the maximum score for that criterion.

2.1.2. For joint venture investors:

a) The equity capital of a joint venture investor is equal to the sum of the equity capitals of the joint venture members, with each member meeting the requirements corresponding to their equity contribution as agreed upon in the joint venture agreement. The leading investor in the joint venture must have a minimum equity contribution ratio of 30%, and each member of the joint venture must have a minimum equity contribution ratio of 15%;

b) The loan capital of the joint venture investor is equal to the total loan capital of all members of the joint venture;

**2.2. Evaluation Criteria**

The assessment of the investor's capabilities, including financial capacity and ability to secure funding, is carried out according to Table No.01 below:

**Table No. 01**

## STANDARDS FOR EVALUATING COMPETENCIES *

| TT | Evaluation criteria | Point maximum | Detailed scoring scale(1) | Minimum required score | Requirements to achieve the minimum required score. | Documents to be submitted |
|---|---|---|---|---|---|---|
| 1 | Equity capital(2) | 180 | | 108 | Minimum equity capital that investors must arrange(2): **1.207.273.892.700 VND** *(In words: One thousand two hundred and seven billion, two hundred and seventy-three million, eight hundred and ninety-two thousand seven hundred dong.).* | Form No. 06 |
| | Equity capital ≥1.609.698.523.600 VND | | 180 | | | |
| | 1.207.273.892.700 VND < Equity < 1.609.698.523.600 VND | | N*(6) | | | |
| | Equity = VND 1.207.273.892.700 | | 108 | | | |
| | Equity capital < VND 1.207.273.892.700 | | 0 | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 2 | The total value of equity and debt capital that the investor is able to raise.(3) | 90 | | 54 | The minimum total value of equity and debt capital that the investor is able to raise is: **8.048.492.618.000 VND** *(In words: Eight thousand forty-eight billion four hundred ninety-two million six hundred eighteen thousand dong./.).* | Form No. 06 and Form No. 07 |
| | The total value of equity and debt capital that investors are likely to raise is > 8.048.492.618.000 VND. | | 90 | | | |
| | Total value of equity and debt capital that investors can raise = 8.048.492.618.000 VND | | 54 | | | |
| | The total value of equity and debt capital that investors are likely to raise is < VND 8.048.492.618.000. | | 0 | | | |
| 3 | Requirements for disclosing the history of disputes and complaints related to the project, both completed and ongoing.(4) | 30 | | 18 | | Form No. 11 |
| | There are declarations and no disputes or lawsuits | | 30 | | | |

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| | regarding projects that have been or are being implemented. | | | | | |
| | There are declarations and projects involving disputes or litigation, but these have been resolved or the judgments of the Court/arbitration/mediation results have been fully implemented; ensuring the ability to raise the capital that the investor committed to to implement the project. | | 18 | | | |
| | Failure to declare, incomplete declaration, or having ongoing disputes or litigation, or not having completed the implementation of court/arbitration/mediation rulings, or failing to ensure the ability to raise the capital committed by the investor to implement the project. | | 0 | | | |
| 4 | Investors are companies listed on the stock exchange | | | | Investors that are listed companies on the stock exchange in accordance with | Documents proving |

| | | | | | | |
|---|---|---|---|---|---|---|
| | system in accordance with securities law and other relevant laws.(5) | | | | securities law and other relevant laws will receive an additional 5% of their total capacity score, but not exceeding 300 points. | that the Investor is a company listed on a securities trading system in accordance with securities law and other relevant laws. |
| | **TOTAL SCORE** | **300** | | **180** | | |

***Note:***

* For social housing and housing projects for the people's armed forces, the scoring system, points, and evaluation criteria shall be implemented in accordance with the provisions of the law on housing.

(1) The procuring entity and the expert team shall specify in detail the scoring scale for each criterion and the method of conversion to calculate detailed points based on the maximum and minimum points of each criterion (if necessary).

(2) Equity requirements are determined on the basis of total investment capital (including preliminary total project implementation costs, compensation, support, resettlement costs (if any) and other costs as prescribed by the law on industry and sector management (if any).

a) For investment projects involving land use that are real estate business projects, the investor's equity capital, as stipulated in Article 6 of Government Decree No. 96/2024/ND-CP dated July 24, 2024, detailing a number of provisions of the Law on Real Estate Business, is determined based on:

- Audited financial statements or audited equity reports for the year; if there are no audited financial statements or audited equity reports for the year, the audited financial statements or audited equity reports of the preceding year shall be used in accordance with the laws on enterprises, auditing, and accounting.

- For businesses established and operating for less than 12 months, equity capital is determined according to the contributed charter capital as stipulated by the law on enterprises.

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

b) In cases where an investor simultaneously participates in multiple projects and other long-term financial investments (if any), the investor shall declare a list of the projects currently under investment and other long-term financial investments, ensuring that the investor fully meets the equity capital committed to all projects and other long-term financial investments as stipulated.

At the time of signing the project contract, the winning bidder is responsible for submitting to the competent authority documents proving their financial capacity.

Investors must declare information and provide documents on financial capacity according to Form No. 06, Chapter IV – Bid Forms, and provide a commitment to raising equity capital according to Form No. 07, Chapter IV – Bid Forms.

The following investors are not required to demonstrate their ability to secure equity capital: science and technology enterprises, innovative startups; innovation centers, organizations supporting innovative startups as stipulated by the law on science, technology and innovation; high-tech incubation centers, high-tech enterprise incubators, high-tech enterprises, and newly established enterprises from investment projects producing high-tech products as stipulated by the law on high technology.

(3) Investors must provide a commitment to raise loan capital according to Form

No. 07, Chapter IV - Bid Forms. Investors must submit a written commitment from a bank or credit institution to provide financing for the remaining financial obligations (excluding equity capital) that the investor is responsible for raising.

(4) Assessment of the history of disputes and complaints regarding projects that have been and are being implemented.

Investors must declare their history of disputes and lawsuits related to completed and ongoing projects using Form No. 11, Chapter IV – Bid Forms. Investors must ensure that this declaration is complete and truthful. If the procuring entity or the expert panel discovers that any investor is involved in litigation but fails to declare it, it will be considered fraudulent behavior as stipulated in Clause 4, Article 16 of the Law on Bidding, and the bid will be disqualified. If, after the resolution of disputes and lawsuits, the investor's equity capital does not meet the requirements for project implementation, the investor must update their equity capital to demonstrate that it meets the project implementation requirements as per the bidding documents. If the investor still fails to meet the requirements, they will be disqualified.

(5) Based on the conditions of each project, the procuring entity and the expert team may add other financial criteria or prioritize adding points for investors who are listed companies on the stock exchange system according to the law on securities and other relevant laws.

(6) Regulations on calculating N* points

$$N^* = N_a - \frac{N_a - N_b}{G_a - G_b} \times (G_a - G_t)$$

In there:

- N*: is the number of equity points of the investor under consideration.

- Na: is the maximum score (upper limit) corresponding to the highest equity value Ga

- Nb: is the minimum number of points (lower bound) corresponding to the minimum equity value Gb

- Gt: is the equity value of the investor under consideration.

- Ga: is the highest equity value as stipulated in the bidding documents.

- Gb: is the minimum equity value as stipulated in the bidding documents.

**Section 3. Evaluation of investment and business plans, and land use efficiency.**

**3.1. Evaluation Method**

The evaluation of bids uses a scoring method. When evaluating bids, investors must meet the following minimum scores to be ranked:

a) The minimum score for a standard or detailed standard regarding the business investment plan shall not be lower than 60% of the maximum score for that standard.

b) The minimum score for a standard or detailed standard on land use efficiency shall not be lower than 60% of the maximum score for that standard.

c) The minimum score for each criterion must not be lower than 60% of the maximum score for that criterion.

**3.2. Evaluation criteria for business investment plans**

The evaluation of the investor's business investment plan is carried out as follows: **Table No. 02** below:

**Table No. 02**

## CRITERIA FOR EVALUATING BUSINESS INVESTMENT PLANS

| TT | Evaluation criteria regarding business investment plan | Maximum score | Detailed scoring scale | Minimum required score |
|---|---|---|---|---|
| **I** | **DETAILED TECHNICAL EVALUATION STANDARDS** | **180** | | **108** |
| **1** | **The investor's proposed investment plan must conform to the approved investment policy and planning approved by the competent authority in accordance with the law on planning, construction, sectoral management, and related laws.** | | | |
| **1.1** | **Scope and scale of investment:**<br>Investor proposal The scope and scale of the project are consistent with the project's investment policy and the approved 1/2000 scale zoning plan. | **20** | | **12** |
| | *A complete and detailed proposal that meets the requirements of the bidding documents.* | | *20* | |
| | *The proposal is complete, detailed, and essentially meets the requirements of the bidding documents.* | | *12* | |
| | *No proposals were submitted, or proposals that did not meet the requirements of the bidding documents.* | | *0* | |
| **1.2** | **Preliminary total project cost:**<br>The investor proposes a preliminary total project implementation cost: Consistent with the investor's technical proposal; explaining the legal basis, calculation basis, and determination of the proposed total project implementation cost (including | **15** | | **9** |

| TT | Evaluation criteria regarding business investment plan | Maximum score | Detailed scoring scale | Minimum required score |
|---|---|---|---|---|
| | clearly presented spreadsheets consistent with the proposed data and calculation results) in accordance with the investment policy, the approved 1/2000 scale zoning plan, construction laws, and relevant laws. | | | |
| | *A complete and detailed proposal that meets the requirements of the bidding documents.* | | *15* | |
| | *The proposal is complete, detailed, and essentially meets the requirements of the bidding documents.* | | *9* | |
| | *No proposals were submitted, or proposals that did not meet the requirements of the bidding documents.* | | *0* | |
| **1.3** | **Project timeline and schedule** | **25** | | **15** |
| **1.3.1** | **Present your proposal:** The investor proposes the timeline, progress, and investment phasing for the construction of the project (if any): The accompanying explanation includes a project implementation schedule showing the implementation contents and work items of the proposed investment project. | **15** | | **9** |
| | *A complete and detailed proposal that meets the requirements of the bidding documents.* | | *15* | |
| | *The proposal is complete, detailed, and essentially meets the requirements of the bidding documents.* | | *9* | |

| TT | Evaluation criteria regarding business investment plan | Maximum score | Detailed scoring scale | Minimum required score |
|---|---|---|---|---|
| | *No proposals were submitted, or proposals that did not meet the requirements of the bidding documents.* | | *0* | |
| **1.3.2** | **Reduce project timelines and schedules:**<br>The investor proposes a timeline and schedule for project implementation in accordance with the bidding documents. | **10** | | **6** |
| | *We propose that the project be completed at least two months earlier than the approved investment policy date.* | | *10* | |
| | *Proposed timeline and project completion schedule ensure compliance with the approved investment policy decision.* | | *6* | |
| | *The proposed timeline and progress for project completion do not meet the requirements of the approved investment policy decision.* | | *0* | |
| **1.4** | **The spatial organization and architectural and landscape design ensure consistency with the overall structure:**<br>The investor included a proposal in the bid document. | **20** | | **12** |
| | *The technical solutions must be complete and detailed, conforming to the approved 1/2000 scale zoning plan and the specifications explained in the bid documents, along with perspective drawings and preliminary architectural design drawings of the main structures.* | | *20* | |

| TT | Evaluation criteria regarding business investment plan | Maximum score | Detailed scoring scale | Minimum required score |
|---|---|---|---|---|
| | *The technical solutions must be complete and detailed, conforming to the approved 1/2000 scale zoning plan and the specifications explained in the bid documents.* | | *12* | |
| | *No proposals were submitted, or proposals that did not meet the requirements of the bidding documents.* | | *0* | |
| **2** | **Requirements regarding compliance with investment and business conditions as stipulated by investment law and industry/sector management law; requirements regarding organizational and operational business plans.** | | | |
| **2.1** | **Requirements regarding compliance with investment and business conditions as stipulated by investment law and laws governing the industry and sector:** The investor meets the business investment conditions as stipulated in Article 9 of the 2023 Law on Real Estate Business and related legal documents. The investor commits to fulfilling the prescribed conditions. | **20** | | **12** |
| | *The investor commits to and demonstrates their capacity to meet the regulations.Article 9 of the 2023 Law on Real Estate Business and related legal documents* | | *20* | |
| | *The investor commits to complying with the regulations in Article 9 of the 2023 Law on Real Estate Business and related legal documents.* | | *12* | |
| | *Non-committed investors* | | *0* | |
| **2.2** | **Requirements regarding the organizational and business plan:** | **25** | | **15** |

| TT | Evaluation criteria regarding business investment plan | Maximum score | Detailed scoring scale | Minimum required score |
|---|---|---|---|---|
| | The investor proposes a plan for organizing and operating the business: A detailed explanation of the plan for organizing and operating the business. The investor proposes a form of project management (establishing an economic organization to implement the project or directly implementing the project as stipulated in Clause 1, Article 51 of Decree No. 115/2024/ND-CP). The investor commits to implementing the investment project using land as stipulated in Articles 51 and 52 of Decree No. 115/2024/ND-CP and relevant laws. | | | |
| | *A complete and detailed proposal that meets the requirements of the bidding documents.* | | *25* | |
| | *The proposal is complete, detailed, and essentially meets the requirements of the bidding documents.* | | *15* | |
| | *No proposals were submitted, or proposals that did not meet the requirements of the bidding documents.* | | *0* | |
| **3** | **Requirements regarding the synchronization of technical and social infrastructure systems with housing according to the law on construction, urban management, and housing for new construction or urban renovation and upgrading; requirements regarding the conformity of the investment plan proposed by the investor with the housing development program and plan.** | | | |
| **3.1** | **Requirements for the synchronization of the project's technical infrastructure systems:** | **15** | | **9** |

| TT | Evaluation criteria regarding business investment plan | Maximum score | Detailed scoring scale | Minimum required score |
|---|---|---|---|---|
| | The investor proposed a comprehensive solution for the technical infrastructure system, ensuring compliance with the approved 1/2000 scale zoning plan. | | | |
| | *A complete and detailed proposal that meets the requirements of the bidding documents.* | | *15* | |
| | *The proposal is complete, detailed, and essentially meets the requirements of the bidding documents.* | | *9* | |
| | *No proposals were submitted, or proposals that did not meet the requirements of the bidding documents.* | | *0* | |
| **3.2** | **Requirements for the synchronization of social infrastructure systems. of the project:**<br>The investor proposed a comprehensive solution for the social infrastructure system. Ensure compliance with the approved 1/2000 scale zoning plan. | **25** | | **15** |
| | *A complete and detailed proposal that meets the requirements of the bidding documents.* | | *25* | |
| | *The proposal is complete, detailed, and essentially meets the requirements of the bidding documents.* | | *15* | |
| | *No proposals were submitted, or proposals that did not meet the requirements of the bidding documents.* | | *0* | |

| TT | Evaluation criteria regarding business investment plan | Maximum score | Detailed scoring scale | Minimum required score |
|---|---|---|---|---|
| **3.3** | **Requirements regarding the conformity of the investment plan with the housing development program and plan:**<br>Investors propose investment plans that are consistent with the housing development programs and plans approved by the competent authorities. | **15** | | **9** |
| | *A complete and detailed proposal that meets the requirements of the bidding documents.* | | *15* | |
| | *The proposal is complete, detailed, and essentially meets the requirements of the bidding documents.* | | *9* | |
| | *No proposals were submitted, or proposals that did not meet the requirements of the bidding documents.* | | *0* | |
| **II** | **DETAILED CRITERIA FOR SOCIAL ASSESSMENT** | **60** | | **36** |
| **1** | **Requirements regarding compensation, support, land clearance, and resettlement plans and costs (if any) as stipulated by land law:**<br>Based on current legal regulations, investors shall propose solutions regarding compensation, support, land clearance, and resettlement (if any), and make commitments.agreeThe investor agrees to reimburse compensation costs in accordance with current laws. The investor commits in the bid document to providing capital for compensation, support, land clearance, and resettlement (if any) in accordance with land law and to ensure the project's progress. | **30** | | **18** |

| TT | Evaluation criteria regarding business investment plan | Maximum score | Detailed scoring scale | Minimum required score |
|---|---|---|---|---|
| | *The proposal is complete, detailed, meets the requirements of the bidding documents, and the investor makes a commitment, including proposing additional support options.* | | *30* | |
| | *The basic proposal must be complete, detailed, meet the requirements of the bidding documents, and the investor must make a commitment.* | | *18* | |
| | *No proposal submitted, or the proposal does not meet the tender requirements, or the investor has not made a commitment.* | | *0* | |
| **2** | **Requirements regarding the ability to contribute to the social welfare of local workers:**<br>The investor proposes a plan to contribute to the social welfare of local workers through the use of local labor, human resource training, or other social welfare activities that the investor contributes to the locality, in accordance with the needs of the locality where the project is implemented. The investor commits to implementing this in the bid document. | **15** | | **9** |
| | *The proposal must be complete, detailed, meet the requirements of the bidding documents, and the investor must make a commitment.* | | *15* | |
| | *The basic proposal must be complete, detailed, meet the requirements of the bidding documents, and the investor must make a commitment.* | | *9* | |

| TT | Evaluation criteria regarding business investment plan | Maximum score | Detailed scoring scale | Minimum required score |
|---|---|---|---|---|
| | *No proposal submitted, or the proposal does not meet the tender requirements, or the investor has not made a commitment.* | | *0* | |
| **3** | **The bid document requires a commitment to deposit an amount equivalent to the value of the assets attached to the land within the project boundaries:**<br>Investors proposing a plan must commit in their bid to paying an amount equivalent to the value of the assets attached to the land, as determined by the competent authority in accordance with the law on the management and use of public assets at the time of preparing the plan; at the time of compensation, land clearance, or at the time of selling, demolishing, or disposing of those assets. This value is independent of the investor's proposed obligation to pay to the state budget as stipulated. Investors must commit, according to Form No. 10, Chapter IV - Bid Forms, to paying the value of the assets attached to the land as determined in this bidding document.<br>Furthermore, the investor implementing the project must commit to fully and seriously fulfilling all responsibilities of the investor as stipulated in Clause 1, Article 2 of Decision No. 48/QD-UBND dated November 25, 2025, of the Provincial People's Committee on approving the investment policy. | **15** | | **9** |
| | *Propose a complete and detailed plan that meets the requirements of the bidding documents and includes a commitment.* | | *15* | |

| TT | Evaluation criteria regarding business investment plan | Maximum score | Detailed scoring scale | Minimum required score |
|---|---|---|---|---|
| | *Propose a basic solution that meets the requirements of the bidding documents and includes a commitment.* | | *9* | |
| | *No proposed solution, or a proposal that does not meet the tender requirements, or a commitment not included.* | | *0* | |
| **III** | **DETAILED ENVIRONMENTAL ASSESSMENT STANDARDS** | **60** | | **36** |
| **1** | **Explanation of land use indicators and land use coefficients.** Investors must provide explanations regarding land use indicators and land use coefficients as stipulated by land and construction laws; and requirements for resource utilization as prescribed by law. | **25** | | **15** |
| | *A complete and detailed proposal that meets the requirements of the bidding documents.* | | *25* | |
| | *The basic proposal is complete, detailed, and meets the requirements of the bidding documents.* | | *15* | |
| | *No proposals were submitted, or proposals that did not meet the requirements of the bidding documents.* | | *0* | |
| **2** | **Solutions for protecting the environment, minimizing negative impacts, and saving energy (if any).** | **35** | | **21** |

| TT | Evaluation criteria regarding business investment plan | Maximum score | Detailed scoring scale | Minimum required score |
|---|---|---|---|---|
| | The investor will present solutions for controlling, protecting, and mitigating negative impacts on the environment. The investor will commit to complying with all applicable environmental protection laws and regulations. | | | |
| | *A complete and detailed proposal that meets the requirements of the bidding documents.* | | *35* | |
| | *The basic proposal is complete, detailed, and meets the requirements of the bidding documents.* | | *21* | |
| | *No proposal submitted, or the proposal does not meet the tender requirements, or the investor has not made a commitment.* | | *0* | |
| **TOTAL SCORE** | | **300** | | **180** |

### 3.3. Criteria for evaluating land use efficiency

*3.3.1. When preparing the bidding documents, if the reference land area, land fund, or land parcel is identified according to the provisions in Sections 3.3.2, 3.3.3, and 3.3.4 of this Part, the procuring entity and the expert team must determine the evaluation criteria for land use efficiency and any additional applicable criteria (if any), including:*

*The criteria for evaluating land use efficiency are determined based on the minimum percentage of revenue contributed to the state budget (m) and are calculated using the following formula:*

$$m = \frac{\sum_{i=1}^{n} \frac{Xi - Yi}{Yi}}{n} x\,100\%$$

*In there:*

*$X_i$: is the winning bid price for the land use rights of the i-th reference land plot, land fund, or land parcel.*

*$AND_i$: is the starting price for auctioning the land use rights of the i-th reference land plot, land fund, or land parcel.*

*n: is the reference number of land plots, land funds, or land parcels.*

*3.3.2. The land area, land fund, or land parcel used for reference must meet the following conditions:*

*a) All land plots, land funds, and land parcels for which land use rights have been auctioned for investment projects with the same land use purpose as the land fund intended for the project currently being auctioned. If the land fund intended for the project has multiple land use purposes, all land plots, land funds, and land parcels for which land use rights have been auctioned for investment projects with the same land use purpose as the entire land fund intended for the project (if any) and with the same land use purpose as the largest portion of the land fund intended for the project may be referenced;*

*b) There are successful auction results where the winning bidder has fulfilled its financial obligations to the State in accordance with the law on land in the three consecutive years immediately preceding the date of the decision approving the investment policy or the document approving the project information of the project being auctioned;*

*c) Similar in location to the land plot, land fund, or land parcel for the project currently being tendered as stipulated in Section 3.3.3 of this Part.*

*d) If the procuring entity determines there are unusual fluctuations in land prices when determining the reference land plots, land funds, or land parcels as stipulated in Sections 3.3.2 and 3.3.3 of this Part, the procuring entity shall report to the competent authority for consideration and decision on not referencing land*

*plots, land funds, or land parcels with an increase rate through auction exceeding 20% compared to the average increase after winning the auction for the reference land plots, land funds, or land parcels.*

*3.3.3. Land plots, land funds, and land parcels with similar locations are determined as follows:*

*a) Within the same administrative unit at the commune level where the project is being implemented and the bidding process is underway. If the project spans two or more administrative units at the commune level, the reference land area, land fund, or land parcel shall be determined within the territory of all these administrative units. For projects with linear structures or components, the reference land area, land fund, or land parcel shall be determined within the administrative unit at the commune level where the main structure of the project is being constructed;*

*b) If the commune-level administrative unit where the project is implemented does not have land, land fund, or land parcels that meet the conditions specified in point b, Section 3.3.2 of this Part, then land, land fund, or land parcels belonging to another commune-level administrative unit of the province or centrally-governed city that borders the commune-level administrative unit where the project is implemented shall be used as a reference. In cases of bordering multiple commune-level administrative units, the determination of the other commune-level administrative unit shall be made by the competent authority.*

*In cases where adjacent commune-level administrative units do not have reference land plots, land funds, or land parcels, the land plots, land funds, or land parcels of the remaining commune-level administrative units of the province or centrally-governed city shall be used.*

*c) In cases where the provincial-level administrative unit where the project is implemented does not have land, land fund, or land parcels that meet the conditions specified in point b, Section 3.3.2 of this Part and point b of this Section, the land, land fund, or land parcels with auction results for the project shall be used for the project in the period from 4 to 7 consecutive years immediately preceding the date of approval of the progress tracking table for investor selection activities, ensuring similarity in location as stipulated in point a or point b of this Section for reference. The specific reference period shall be considered and decided by the competent authority;*

*d) In the event that the local government organizational model changes during the period specified in point c of this Section, the reference land area, land fund, and land parcel shall be determined in all commune-level administrative units where the project's works and components are located (during the period after the implementation of the two-tiered local government organizational model) and the land area, land fund, and land parcel in district-level administrative units (during the reference period before the implementation of the two-tiered local government organizational model).*

*3.3.4. In cases where there are no auctioned land plots, land funds, or land parcels to use as references as stipulated in Sections 3.3.2 and 3.3.3 of this Part, the average increase in the value of contributions to the state budget from all investment projects using land with the same land use purpose as the land fund intended for the project, which have already been auctioned within the provincial administrative area, for the five consecutive years immediately preceding the date of approval of the progress tracking table for investor selection activities, shall be used.*

*3.3.6. The payment of value M into the state budget is carried out as follows:*

*a) The amount payable to the state budget is determined based on the ratio M proposed by the investor in the bid document and the land use fee and land lease fee that the winning investor must pay according to the provisions of land law, based on the following formula:*

*Value of payment to the state budget at the time of payment of land use fees and land lease fees = M x Land use fees and land lease fees payable by the investor at the time of payment of land use fees and land lease fees*

*b) The value specified in point a of this Section shall be paid into the state budget in the form, order, procedures, and deadlines for paying land use fees and land lease fees as prescribed by land law. This value is independent of the investor's obligation to pay land use fees, land lease fees, and other financial obligations to the state budget as prescribed by law;*

*c) The form, schedule, and deadline for payment of the value stipulated in point a of this Section must be specifically stated in the contract.*

The investor proposes the percentage of state budget contribution in the bid (M) based on the minimum percentage of state budget contribution (m) stipulated in the bidding documents, where $M \geq m$.

**m = 0,001 (%)**

The assessment of the investor's land use efficiency is carried out as follows: **Table No. 03** bellow:

**Table No. 03**

**LAND USE EFFICIENCY ASSESSMENT STANDARDS**

| TT | Evaluation criteria regarding land use efficiency | Maximum score | Detailed scoring scale | Minimum required score | Note |
|---|---|---|---|---|---|
| **I** | **Detailed criteria for evaluating land use efficiency.**<br>Investors propose their own percentage of tax revenue to the state budget (M). | **400** | | **240** | |
| | *The investor proposed a percentage of state budget contributions in the bid that satisfies the following conditions:*<br>*M > m and highest among the investors evaluated in the Bid ($M_{highest}$)* | | 400 | | |
| | The investor proposed a percentage of the state budget contribution in the bid document.*satisfied:*<br>$m < M < M_{High\ best}$ | | $Nt^{(1)}$ | | |
| | *The investor proposed a percentage of state budget contributions in the bid that satisfies the following* | | 240 | | |

| TT | Evaluation criteria regarding land use efficiency | Maximum score | Detailed scoring scale | Minimum required score | Note |
|---|---|---|---|---|---|
| | *conditions:*<br>*M = m* | | | | |
| | The investor does not propose a state budget contribution rate (M) or proposes a state budget contribution rate (M) lower than the minimum state budget contribution rate (m).<br>*M or M < m is not recommended.* | | 0 | | |
| **TOTAL SCORE** | | **400** | | **240** | |

(1) ***The land use efficiency score (Nt) is determined as follows:***

In the case where the investor proposes a state budget contribution rate (M) in the bid within the range above **0,001%**If the investor's land use efficiency score falls below the highest rate of state budget contribution in their bids among the evaluated investors, the score will be determined as follows:

$$N_t = N_a - \frac{N_a - N_b}{G_a - G_b} \times (G_a - G_t)$$

In there:

- Nt: is the score representing the land use efficiency of the investor under consideration.

- Na: is the maximum (upper limit) score for efficient land use.

- Nb: is the number of points representing land use efficiency corresponding to M=m (lower limit)

- Gt: is the percentage of state budget contributions made by the investor under consideration.

- Ga: represents the highest rate of contribution to the state budget among the bids evaluated for land use efficiency.

- Gb: is the minimum rate of contribution to the state budget as stipulated in the bidding documents.

**Section 4. Overall Score**

1. The overall score is determined based on the total points for capacity, business investment plan, and land use efficiency according to the corresponding weighting of each criterion specified in the bidding documents, ensuring a total weighting of 100%.

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

$$T = T_1 + T_2 + T_3$$

In there:

$T_1$= competency score

$T_2$= business investment plan score

$T_3$ = land use efficiency score

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

a) The minimum overall score must not be lower than **70%** total points.

b) The minimum score for the standard or detailed competency standard shall not be lower than **60%** the maximum score for that criterion.

c) The minimum score for the standard and detailed criteria for the business investment plan shall not be lower than **60%** the maximum score for that criterion.

d) The minimum score for the standard, detailed standard on land use efficiency, shall not be lower than **60%** the maximum score for that standard.

d) The minimum score for each criterion shall not be lower than **60%** the maximum score for that criterion.

4. Investors who meet the minimum score for each criterion specified in Clause 3 of this Section and have the highest overall score will be ranked first.

5. In the event that, after evaluating the bids, two or more investors have the same overall score, priority will be given to the investor with experience in implementing similar projects, according to the following principle:

a) The procuring entity requires investors to submit documents proving their experience in implementing similar projects. If an investor has already submitted documents proving their experience with their bids, they must update or supplement these documents.

Investors who are science and technology enterprises, innovative startups, innovation centers, and organizations supporting innovative startups as stipulated by the law on science, technology, and innovation; high-tech incubation centers, high-tech enterprise incubators, high-tech enterprises, and newly established enterprises from investment projects producing high-tech products as stipulated by the law on high technology may use projects and works directly implemented by them, where the technology has been successfully put into trial operation, to demonstrate experience in implementing similar projects when participating in bidding.

b) The procuring entity shall review and evaluate to determine the investor with the greater experience in implementing similar projects.

c) Investors with more experience in implementing similar projects will be considered and recommended for the contract.

6. In cases where the experience of implementing similar projects is reviewed and evaluated according to Clause 5 of this Section, and investors with experience in implementing similar projects are assessed equally, the investor with a higher score in land use efficiency will be considered and recommended for the winning bid.*(In case of equal scores for land use efficiency, the matter will be reported to the competent authority to decide on the selection of the next criterion for evaluation).*

6.1. Evaluation Principles

- Investors are responsible for supplementing supporting documents and evidence in cases where experience in implementing similar projects is evaluated,

as required by the procuring entity as stipulated in this Section. Investors may submit supporting documents for similar project experience simultaneously with their bids or submit them after receiving notification of the request for supplementary documents from the procuring entity.

- Investors may use the experience of their partners to demonstrate their experience in implementing similar projects. A partner is an organization that has signed a contract with the investor or a subsidiary of the investor, proposed by the investor in the bid to jointly participate in the investment project involving land use. The partner's experience and ability to fulfill the contract requirements will be assessed based on the requirements stipulated in the bid.

- For joint venture investors:

+ The experience of the joint venture investor in implementing similar projects is equal to the total number of projects completed by all members of the joint venture.

+ Investors may use the experience of their partners to demonstrate their experience in implementing similar projects. A partner is an organization that has signed a contract with the investor or a subsidiary of the investor, proposed by the investor in the bid to jointly participate in the investment project involving land use. The partner's experience and ability to fulfill the contract requirements will be assessed based on the requirements stipulated in the bid.

6.2. Evaluation Criteria

The assessment of the investor's experience in implementing similar projects is carried out as follows: **Table No. 04** below:

**Table No. 04**

| TT | Evaluation criteria | Point maximum | Detailed scoring scale[1] | Requirements to achieve the score minimum requirements |
|---|---|---|---|---|
| | **Experience in implementing similar projects[1]** | **100** | | |
| **1** | **Experience in investing in and constructing similar projects.** | **60** | | The number of projects in which the investor or member participating in the joint venture or partnership has participated as an equity investor.[2]Either it is an economic organization established by the investor to implement the project, or it is a contractor: **01 project** to meet the minimum requirements. The project is defined as follows:[3]:<br>**a) Type 1:** Projects belonging to the following sectors/fields: Urban development investment projects; Housing development investment projects in which the investor participates as an equity investor or as an economic organization established by the investor to implement the project, and which have been completed or largely completed.[4]within **10 years** before the bidding deadline, the total investment/total investment amount was at least...[5] **4.829.095.570.800 VND**.<br>**b) Type 2: (experience as an investor):** |

| | | | | |
|---|---|---|---|---|
| | | | | Construction investment project: A civil engineering project with a building structure in which the investor participates as an equity investor or as an economic organization established by the investor to implement the project, which has been completed or largely completed[2] within **10 years** before the bidding deadline and has a minimum total investment/total investment amount of[6] **4.829.095.570.800 VND.**<br>**c) Type 2 (experience as a contractor):** Projects, bid packages, or contracts in the relevant sector/industry, specifically mixed-use construction investment projects, in which the Investor has participated in the capacity of a construction contractor, and which have been completed or substantially completed[4] within **10 years** prior to the bid closing date, and that fully satisfy the following requirements:<br>- There are works or components of works similar to the main works or components of the project under consideration, such as: civil works with house-like structures (the investor is the contractor for the construction of these works);<br>- The minimum value is: **2.012.123.154.500 VND** *(6)*.<br>**d) Type 3:** Project, tender package, contract in the |

| | | | | |
|---|---|---|---|---|
| | | | | following sector/field: Investment and construction projects with mixed-use functions in which the partner has participated as a construction contractor, and which have been completed or largely completed.[4] within**10 years** the following conditions must be met before the bidding deadline:<br>- There are works or project components similar to the main works or project components of the project under consideration, such as: civil works with house-like structures (the investor's partner is the contractor for the construction of these works);<br>- The minimum value is: **2.012.123.154.500 VND** *(6)*. |
| | The investor has completed at least 2 projects of type 1 after conversion. | | 60 | |
| | The investor has implemented one to two projects of type 1 after conversion. | | 45 | |
| | The investor has implemented one project of type 1 after conversion. | | 36 | |
| | Investors who have not yet implemented projects of type 1 after conversion. | | 0 | |

| | | | | |
|---|---|---|---|---|
| **2** | **Experience in operating and managing similar projects.** | **40** | | Experience in operating and managing similar projects is determined based on the following criteria:<br>The number of projects (including one or more work items: operation, business of the project) in which the investor or member of the joint venture or partner has participated as an equity investor in the project.(2)Either an economic organization established by the investor or a contractor, which has organized and operated the business.(7)within **10 years** the year before the bidding deadline: **01 project** to meet the minimum requirements. The project is defined as follows:(3):<br>**a) Type 1:** Project in the following sector/field: Urban development or housing development projects where the investor participates as an equity investor or as an economic organization established by the investor, and has a building (in the case of a single building) or a main building (in the case of multiple buildings) that meets the following conditions: Having a building of the same or higher class as the building of the project under consideration (a Class II building) according to the law on construction, or having two buildings of a lower class immediately adjacent to the building of the project under consideration. |

| | | | | |
|---|---|---|---|---|
| | | | | **b) Type 2:** Projects, tenders, and contracts in the following sectors/fields: Investment and construction projects with mixed-use functions, including civil works with building-like structures, where the investor participates as the operating contractor and has a building (in the case of a project/tender/contract with one building) or a main building (in the case of a project/tender/contract with multiple buildings) that meets the following conditions: Having a building of the same or higher class as the building of the project under consideration (a Class II building) according to the law on construction, or having two buildings of a lower class immediately adjacent to the class of the building of the project under consideration.<br>**c) Type 3:** Projects, tenders, and contracts in the following sectors/fields: Investment and construction projects with mixed-use functions, including civil works with building-like structures, where the participating partner is the operating contractor, and the works (in the case of a project/tender/contract with one work) or the main works (in the case of a project/tender/contract with multiple works) meet the following conditions: Having works of the same or higher class as the |

| | | | | |
|---|---|---|---|---|
| | | | | works of the project under consideration (class II works) according to the law on construction, or having two works of a lower class immediately adjacent to the class of the works of the project under consideration. |
| | The investor has completed at least 2 projects of type 1 after conversion. | | 40 | |
| | The investor has implemented one to two projects of type 1 after conversion. | | 30 | |
| | The investor has implemented one project of type 1 after conversion. | | 24 | |
| | Investors who have not yet implemented projects of type 1 after conversion. | | 0 | |

***Note:***

(1) Experience in implementing similar projects:

(i) Projects, tenders, and contracts implemented by investors and partners must ensure that they meet the technical and quality requirements according to the signed contract (for projects and tenders with signed contracts) or the written approval of the results of the acceptance of completed works, project components, or equivalent documents from competent authorities as prescribed by the relevant construction laws for each period before they can be considered and evaluated.

(ii) Investors and partners may only cite once the experience of implementing a similar project (for types 1 and 2 in Section 1.b), a similar tender package, or a similar contract (for type 2 in Section 1.c and type 3).

In cases where a project, tender package, or contract is declared to demonstrate experience in implementing similar projects, including the operation and business of infrastructure facilities and systems for providing goods and services, it may be used to demonstrate compliance with this standard.

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

(2) Investors contributing equity capital to the project are investors who have contributed equity capital to the project (in the case where the investor does not establish an economic organization to implement the project), or are founding shareholders (in the case where the investor establishes an economic organization to implement the project), or are investors who receive the transfer of shares or capital contributions from founding shareholders before the project is put into operation.

(3) How to convert projects

- One project/package/contract of type 2 is equivalent to a maximum of 0.7 projects of type 1; - One project/package/contract of type 3 is equivalent to a maximum of 0.5 projects of type 1.

(4) Completed or largely completed:

- A completed project is one in which all construction items have been inspected and approved, meeting the requirements for commissioning and use in accordance with the law on construction.

- Projects that are largely completed fall into one of the following two categories:

+ At least 50% of the work volume value must be accepted during the construction phase or for a part of the construction project in accordance with the law on construction. If the project has not yet had at least 50% of the work volume value accepted, the value of the work volume accepted must be at least equal to the total investment capital/total investment level of the project under consideration;

+ At least 50% of the construction items have been inspected and approved, meeting the conditions for partial commissioning and use according to the construction phases as stipulated by construction law;

- A completed contract or package is a contract or package in which the construction work or work item has been inspected and approved as completed in accordance with the law on construction.

- The majority of completed contracts are those that have been completed and accepted for at least 50% of the work value of the project/project item.

(5) For projects where the total investment value is not clearly defined in the approval documents or project contracts, the investor must provide supporting documents to determine this value.

(6) In the same project, if the investor or partner has carried out works or work items similar to the main works or work items of the project under consideration, the investor or partner may add up the total value of these works or work items to prove their similar experience.

(7) Projects/packages/contracts that have been put into operation are projects/packages/contracts that have completed the operation phase or are in the operation phase for at least 03 months; in the case of projects/packages/contracts with multiple works, the main work is in the operation phase for at least 03 months, except where the law on industry and field management stipulates otherwise.

## CHAPTER IV. BID FORMS

1. Form No. 01: Bid Application
2. Form No. 02: Power of Attorney
3. Form No. 03: Joint Venture Agreement
4. Form No. 04: Investor Information
5. Form No. 05: Partners collaborating on the project
6. Form No. 06: Investor's Financial Capacity
7. Form No. 07: Commitment to providing financial and credit support to investors
8. Form No. 08: Technical Proposal
9. Form No. 09: Bid Guarantee
10. Form No. 10: Voluntary Commitment to Advance Compensation, Support, Resettlement, and Payment of the Value of Assets Attached to Land
11. Form No. 11: History of disputes and complaints regarding projects that have been and are being implemented
12. Form No. 12: Financial Proposal

**Form No. 01**

## BID APPLICATION[1]

(Location), date ___ month ___ year ___

**Dear:___ *[Name of the procuring entity]***

After reviewing the documents for the project ___*[Name of project]*do _____*[Name of the procuring entity]*(hereinafter referred to as the Contracting Authority) issued on ___*[Record the date the bidding documents were first issued to investors]*and the amended bidding document No. ___ dated ___*[Indicate the number and date of the revised document, if any]*, we, ___ *[Name of investor]*We are committed to implementing the aforementioned project in accordance with the requirements of the bidding documents. We submit our bid for the above-mentioned project and commit to submitting the following financial proposal:

- _____*[write the proposed information:*

*[a) For mixed-use urban development projects and rural residential area projects, record the following information:*

*- The percentage of revenue contributed to the state budget.*

We are prepared to provide the Contracting Authority with any additional information or clarifications as required by the Contracting Authority.

We are committed[2]:

1. Participate in only one bid for this project as an independent investor or as a member of a consortium.

2. Not currently undergoing dissolution; not declared bankrupt or insolvent according to the law.

3. No violations of regulations on ensuring fair competition in bidding.

4. Do not engage in acts of corruption, bribery, collusion, or other violations of bidding laws when participating in this project.

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

6. The economic organization we establish to implement the project after winning the bid will inherit the rights and obligations of the winning bidder as committed in the bid and stipulated in the project contract, and will fulfill financial obligations regarding the payment of land use fees and land lease fees as prescribed by land law.[3].

7. We agree and commit to assuming all responsibility for all investor obligations during the bidding process.

This bid is valid for the periodtime___days *[record the date]*[4], from the date the bid closing time is set.

**Legal representative of the investor[5]**

*[Name, title, signature, and seal (if any)][(6)]*

***Note:***

(1) Investors should note to fully and accurately record information about the name of the procuring entity, the investor, and the validity period of the bid.

(2) If an investor is found to have violated these commitments, the investor will be considered to have committed fraud, the bid will be disqualified, and the investor will be penalized for the violation as prescribed.

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

(4) The validity period of the bid is calculated from the closing date to the last valid date as stipulated in the bidding documents. From the closing date to the end of 24 hours of the closing date is counted as 01 day.

(5) For independent investors, the bid must be signed and sealed by the investor's legal representative. For joint venture investors, the bid must be signed and sealed (if any) by the legal representative of each joint venture member or by the joint venture member according to the division of responsibilities in the joint venture agreement.

The legal representative of the investor/joint venture member is determined according to the provisions of Section 11 Instructions to investors.

(6) In case the foreign investor does not have a seal, they must provide confirmation from a competent organization that the signature in the bid application and other documents in the bid dossier is of the legal representative of the investor.

**Form No. 02**

## POWER OF ATTORNEY

Today, the ___ day of ___ month of ___ year, at ___

I am ___*[Enter the name, ID card/citizen identification number or passport number, and title of the legal representative of the investor]*is the legal representative of ___*[Name of investor]*located at ___*[Enter the investor's address]*By this document, I authorize: ___*[Enter the name, ID/Passport number, and title of the authorized person]*Perform the following tasks during the bidding process for the project ___*[Name of project]* do___ *[Name of the procuring entity]* organization:

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

*- Sign the bid form;*

*- Signing documents and papers for transactions with the procuring entity during the bidding process, including requests for clarification of bidding documents, explanations, and clarifications of bidding documents;*

*- Sign the recommendation documents in the investor selection process (if any);*

*- Other tasks [specify the content of the tasks (if any)].*

The authorized person statedaboveOnly perform tasks within the scope of authorization as the legal representative of ___*[Name of investor]* _____ *[Name of the investor's legal representative]*fully responsible for the work performed by _____*[Name of authorized person]*Performed within the scope of authorization.

This power of attorney is valid from ____ to ____[1]This power of attorney is made in ____ copies, all having equal legal validity. The grantor keeps ____ copy. The grantee keeps ____ copy. One (01) original copy is attached to the original bid.

| **Authorized person** | **Authorizer** |
|---|---|
| *[Include name, title, signature, and seal (if applicable)][2]* | *[Name of the investor's legal representative, title, signature and seal (if any)][3]* |

***Note:***

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

(2), (3) The use of a seal in authorized cases may be the seal of the investor or the seal of the unit to which the individual concerned is authorized.

**Form No. 03**

**JOINT VENTURE AGREEMENT**

(Location), Date ___ Month ___ Year ___

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

**Name of joint venture member:**___ *[List the names of each member of the consortium]*

- Country where the business is registered:

- Tax identification number:

- Address:

- Phone:

- Fax:

- Email:

- Legal representative:

- Position:

Power of Attorney No. ___ dated ___ month ___ year ___*(in cases where authorization is granted).*

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

**Article 1. General Principles**

1. Members voluntarily form a consortium to participate in the bidding for the project ___*[Name of project]*

2. The members unanimously agreed on the name of the consortium for all transactions related to the project as follows::___ *[Name of the consortium as agreed].*

Joint Venture's trading address:

Phone:

Fax:

Email:

Representative of the Consortium:

3. Members commit that no member shall independently participate or form a consortium with other investors to bid on the project.

**Article 2. Assignment of Responsibilities**

The members unanimously agreed to assign responsibilities for carrying out the tasks in the bidding process to select an investor for the project as follows:

1. The parties agree to the following: ___*[Name a member]*As the lead member of the consortium, he/she represents the consortium in carrying out the following tasks:*(Subject to be adjusted or supplemented by mutual agreement of the parties):*

*[The leading member of a consortium may represent the consortium to perform one or more of the following tasks:]*

*- Sign the bid form;*

*- Signing documents and papers for transactions with the procuring entity during the bidding process, including requests for clarification of bidding documents, explanations, and clarifications of bidding documents;*

*- Sign the recommendation documents in the investor selection process (if any);*

*- Other tasks, excluding contract signing (specify the content of these tasks, if any).*

2. Roles and responsibilities of the consortium members[1]*[Specify the roles and responsibilities of each consortium member and state the percentage of equity contributed to the consortium]:*

| **No** | **Member Name** | **Role of participation** *[List the responsibilities of each member (financial arrangements, construction, management, operation, etc.)]* | **Equity** | |
|---|---|---|---|---|
| | | | **Value** | **Ratio %** |
| 1 | Member 1*[Leading the consortium]* | | | *[at least 30%]* |
| 2 | Member 2 | | | *[minimum 15%]* |
| ... | | | | |
| **Total** | | | .... | **100%** |

3. The members commit that no member shall independently participate or form a consortium with other investors in the selection of the investor for this project. If the bid is successful, no member shall have the right to refuse to fulfill the responsibilities and obligations stipulated in the contract. If a member of the consortium refuses to fulfill their individual responsibilities as agreed, that member shall be subject to the following penalties:

*[- Compensation for damages to the parties in the consortium;*

*- Compensate the competent authority for damages as stipulated in the contract;*

*- Other form of handling ____ [specify other form 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 terminates in the following cases:

- The parties agree to terminate the contract.

- There has been a change in the consortium's members. In this case, if the change in consortium members is approved by the procuring entity, the parties must establish a new consortium agreement;

- The consortium did not win the bid;

- The tender has been cancelled as per the tenderer's notice.

- The parties have fulfilled their responsibilities and obligations and proceed with the contract liquidation.

This consortium agreement is made in ___ original copies, each member of the consortium.hold___One original copy must be submitted with the bid. All copies have equal legal validity.

**Legal representatives of each member of the consortium(2)**

*[List the name of the legal representative of each member, their title,]*

*Sign and stamp (if applicable)(3)]*

***Note:***

(1) Investors must list the participation role and equity contribution ratio of each joint venture member. Each joint venture member must meet the requirements corresponding to their equity contribution as per the joint venture agreement.

In cases where the investor does not intend to establish an economic organization after winning the bid, the consortium members shall agree that one member shall carry out the procedures for land allocation, land lease, and fulfill financial obligations related to land, ensuring compliance with land law. In this case, the consortium agreement must include clauses binding each member of the consortium on their responsibilities and obligations related to land allocation, land lease, payment of land use fees, land rent, and other financial obligations related to land.

(2) The legal representative of each member of the consortium is determined according to the provisions of Section 11.Instructions to investors.

(3) In case a joint venture member is a foreign investor without a seal, it must provide confirmation from a competent organization that the signature in the joint venture agreement is that of the legal representative of the joint venture member.

**Form No. 04**

**INVESTOR INFORMATION**

(Location), date ___ month ___ year ___

1. Name of investor/joint venture member:

2. The country where the investor is registered:

3. Year the company was founded:

4. Legal address of the investor in the country of registration:

5. Information about the investor's legal representative:

- Name:

- Address:

- Phone/fax number:

- Address e-mail:

6. Organizational chart of the investor.

**Legal representative of the investor**

*[Name, title, signature, and seal (if applicable)]*

***Note:***

In the case of a joint venture, each member of the joint venture must declare using this form. The investor/joint venture must submit a copy of one of the following documents: Certificate of business registration or establishment decision or equivalent document issued by a competent authority; for foreign investors: documents proving registration and operation under foreign law.

**Form No. 05**

## INFORMATION ABOUT PROJECT PARTNERS[1]

| No | Partner name[2] | Country where the business is registered | Role of participation[3] | Legal representative | Contract with the partner[4] (if any) |
|---|---|---|---|---|---|
| 1 | *Company 1* | | *[Financing organization]* | | |
| 2 | *Company 2* | | *[Construction contractor]* | | |
| 3 | *Company 3* | | *[Operation/Management Contractor]* | | |
| | ..... | | | | |

**Legal representative of the investor**
*[Name, title, signature, and seal (if applicable)]*

***Note:***

(1) Declare this Form in the case of a project applying domestic bidding but needing to use advanced technology, techniques, international experience, domestic investor using foreign contractor partner.

(2) Investors must specify the names of the partners participating in the project implementation. If the names of the partners are not specifically determined during the bidding process, they do not need to be declared in this column but only in the "role of participation" column. Then, if the bid is won, when mobilizing the declared partners to perform the work, the procuring entity must be notified. If, after winning the bid, the investor or the economic organization established by the investor changes the name of the partner, the procuring entity must be notified.

(3) Investors specify the role of each partner.

(4) Investors shall specify the contract number (if any) and attach a certified copy of that 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 legal representatives of the parties or a person authorized by the legal representatives of the parties.

**Form No. 06**

## INVESTOR'S FINANCIAL CAPACITY[1]

**1. Name of investor/joint venture member:**

**2. Information on the financial capacity of the investor/joint venture member.[2]:**

a) Summarize the financial figures[3]:

| No | Content | Value |
|---|---|---|
| **I** | **Equity capital committed to the project.** | |
| **II** | **Investor equity figures** | |
| 1 | Total equity | |
| 2 | Costs related to disputes and lawsuits (if any) | |
| 3 | Equity capital committed to ongoing projects[4] (excluding funds already disbursed for ongoing projects) and other long-term financial investments (if any) | |
| 4 | Equity must be retained as required by regulations. | |
| 5 | Remaining equity of the investor | **(5) = (1) - (2) - (3) - (4)** |

b) Attached documents[5]

- Audited financial statements or reports on equity items for the year; if there are no audited financial statements or reports on equity items for the year, then submit the audited financial statements or reports on equity items for the immediately preceding year in accordance with the laws on enterprises, auditing, and accounting.

- For businesses established and operating for less than 12 months, equity capital is determined based on the contributed charter capital as stipulated by the law on enterprises. In this case, documentation proving the enterprise's charter capital must be attached.

- Reports provided by investors must ensure compliance with legal regulations on finance and accounting, reflecting the financial situation of the investor or joint venture member (if it is a joint venture investor) and not the

financial situation of an affiliated entity such as a parent company, subsidiary, or company associated with the investor or joint venture member.

- A list of ongoing projects and other long-term financial investments in case the investor is simultaneously involved in multiple projects and other long-term financial investments (if any).

**Legal representative of the investor**

*[Name, title, signature, and seal (if applicable)]*

***Note:***

(1) In the case of a joint venture investor, each member of the joint venture must declare according to this Form.

(2) Investors are legally responsible for the accuracy and legality of the data and documents provided related to equity capital, equity capital allocation for ongoing projects and other long-term financial investments (if any). If the declared information is found to be inaccurate, distorting the evaluation results, it will be considered fraud according to the provisions of Clause 4, Article 16 of the Law on Bidding and will be disqualified.

(3) Based on the evaluation criteria, the procuring entity and the expert team shall add appropriate information.

(4) In the case where at the same time an investor participates in investing in multiple projects and other long-term financial investments (if any), the investor shall make a list of ongoing projects and other long-term financial investments, ensuring that the total equity capital of the investor is sufficient to meet the entire amount of equity capital the investor commits to implementing for all projects and other long-term financial investments as prescribed.

(5) Based on the evaluation criteria, the procuring entity and the expert team may supplement the documents that investors must submit to prove their financial capacity (for example: tax settlement inspection minutes, self-assessment tax declaration; documents proving that the investor has declared electronic tax settlement; confirmation document from the tax authority;...).

**Form No. 07**

## COMMITMENT TO FINANCIAL SOURCING, CREDIT FOR INVESTORS

(Location), date ___ month ___ year ___

1. I am ___*[Name]*, ___ *[Enter job title]*, is the legal representative of ___*[Name of investor/name of consortium of investors]*I hereby confirm and certify that the information provided in this document is true and accurate, and that the accompanying documents are exact copies of the original documents.

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

| **Financial resources** | **Value**(1) |
|---|---|
| **I. Equity capital committed to the project:** | |
| 1. | |
| 2. | |
| ... | |
| **II. Capital that investors must raise:** | |
| 1. | |
| 2. | |
| ... | |

3. Supporting documents:

- For equity capital: A written commitment to ensure sufficient equity capital in accordance with the project's financial plan, issued by the owner's representative, the owner, or the parent company, together with documents proving the signatory's authority.

- For loan capital: A written commitment from a bank, credit institution, or other lender as prescribed by law to provide financing, along with documents proving the authority of the signatory.

- Other related documents.

**Legal representative of the investor**

*[Name, title, signature, and seal (if applicable)]*

***Note:***

(1) Write the amount in numbers and words in the bid currency.

**Form No. 08**

## TECHNICAL PROPOSAL

I. Regarding technical aspects

1. The investor shall present a detailed investment plan for the project (including the scope, scale, preliminary total project implementation costs, timeframe, construction investment schedule, spatial organization and architectural design, and landscape ensuring consistency with the overall project);

2. The investor shall demonstrate compliance with the business and exploitation conditions as prescribed by investment law and relevant industry/sector management laws (if any); and the plan for organizing operation and business activities.

3. The investor shall provide a justification for the synchronization of technical and social infrastructure systems with housing in accordance with the laws on construction, urban management, and housing for new construction; and a justification for the conformity of the investment plan proposed by the investor with the housing development program and plan.

II. Regarding society

1. The investor shall explain the compensation, support, and resettlement plan and costs. The investor must commit in the bid to providing the necessary capital to carry out compensation, support, and resettlement as required in the bidding documents of the competent authority, based on the approved compensation, support, and resettlement plan in accordance with the law on land;

2. The investor shall explain the plan for employing local labor, training human resources, the plan for average income and the rate of increase in average income; the plan for organizing social assistance activities for beneficiaries of social protection or other social welfare activities that the investor contributes to the locality, in accordance with the needs of the locality where the project is implemented;

3. Investors must commit in their bids to deposit an amount equal to the value of the asset as determined in the bidding documents. This value is independent of the investor's proposed obligations to the state budget in the bid, land use fees, land lease fees, and other financial obligations of the investor to the state budget as prescribed by law.

III. Regarding the environment

a) The investor shall provide a detailed explanation of land use indicators and land use coefficients as prescribed by land and construction laws; requirements for resource utilization as prescribed by law; and requirements for resource utilization as prescribed by law.

b) The investor shall explain solutions for protecting and mitigating negative impacts on the environment and saving energy (if any).

IV. Regarding project implementation

Investors must propose a project management model (establishing an economic organization to implement the project or directly implementing the project) and commit to implementing the investment and business project in accordance with the contract, laws on enterprises, investment, construction, land, real estate business, and other relevant laws.

**Form No. 09**

## BID GUARANTEE[1]

**Beneficiary:**_____*[Name and address of the procuring entity]*

**Date of issuance of guarantee:**_____*[Date of issuance of guarantee]*

**Bid guarantee number:**_____*[Enter the bid guarantee summary number]*

**Guarantor:**_____*[Include the name and address of the publisher, if this information is not already shown in the title on the printed paper]*

We have been informed that_____*[Enter the investor's name exactly as it appears in the bid]*(hereinafter referred to as the "Guarantee Requesting Party") will participate in the bidding for the project._____*[Name of project]*according to the Invitation for bid No._____*[Enter the summary number of the Invitation for bid published on the System]*.

We pledge to the Beneficiary a guarantee for the investor participating in the project bidding process with an amount of ____*[Specify the value in numbers, words, and the currency used]*.

This guarantee is valid for ____[2]days, starting from ____ day of ____ month of ____ year[3].

At the request of the Requesting Party, we, as the Guarantor, undertake to make certain payment to the Beneficiary of a sum or sums totaling ___*[written in words] [written in numbers]*Upon receiving written notification from the Beneficiary stating that the investor has violated the terms, the document should clearly state:[4]:

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

2. The selected investor fails to provide a performance guarantee as required by Section 36.1.Instructions to investors of the bidding documents;

3. The investor fails to conduct or refuses to conduct negotiations, finalize, or sign the contract within the time specified in the Notice of Acceptance of Bid and Contract Award issued by the procuring entity, except in cases of force majeure.

If any member of the consortium violates the law, resulting in the non-refund of the bid security as stipulated in Section 16.5Instructions to investorAccording to the bidding documents, the bid security of all members of the consortium will not be refunded.[5].

If the Requesting Party is selected: this guarantee will expire immediately upon the Requesting Party signing the contract and submitting the Performance Guarantee to the Beneficiary as agreed in that contract.

If the applicant is not selected: this guarantee will expire immediately upon our receipt of a copy of the notification of the investor selection results from the

beneficiary sent to the applicant; within 30 days after the expiration of the bid period.

Any claims under this guarantee must be submitted to our office on or before that date.

**Legal representative of the bank**

*[Name, title, signature, and seal]*

***Note:***

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

(2) Record as prescribed in Section 16.1 **BDS**.

(3) Record the date of the bid closing time as prescribed in Section 20.1 **BDS**.

(4) If the content of the guarantee letter omits one of the violations, it shall be considered a condition that disadvantages the procuring entity as stipulated in Section 16.3Instructions to investor.

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

**Form No. 10**

## VOLUNTARILY COMMIT TO ADVANCE PAYING FOR COMPENSATION, SUPPORT, RESETTLEMENT, AND PAYING THE VALUE OF ASSETS ATTACHED TO THE LAND(1)

1. After reviewing the bidding documents for the project ___*[Name of project]* we, ___ *[Name of investor]* commit:

*[The commitment includes one or more of the following tasks:]*

*a) Voluntarily advance funds for compensation, support, and resettlement;*

*b) Submit the value of the assets attached to the land at the value of ___ [specify the remaining value of the assets (for assets that are demolished or destroyed) or the selling price of the assets attached to the land (for asset sales) in cases where, at the time of preparing the bidding documents, the competent authority has specifically determined the value of the assets attached to the land] or [state "determined by the competent authority in accordance with the law on the management and use of public assets" in cases where, at the time of preparing the bidding documents, the competent authority has not specifically determined the value of the assets attached to the land]].*

2. After winning the bid, we commit to paying the full value stipulated in Section 1 above according to the schedule and requirements specified in the project contract, with the corresponding value determined by the competent authority in accordance with the law on land and the law on the management and use of public assets.

**Legal representative of the investor**

*[Name, title, signature, and seal (if applicable)]*

***Note:***

(1) Apply this Form if the investment project is expected to be implemented on land in case of land acquisition, requiring compensation, support, and resettlement according to the provisions of land law or on land with assets attached to the land according to the provisions of the law on management and use of public assets.

**Form No. 11**

## HISTORY OF DISPUTES AND COMPLAINTS REGARDING PROJECTS THAT HAVE BEEN AND ARE CURRENTLY BEING IMPLEMENTED[1]

Investor's name:_____

Day: _____

Name of investor membername (if any):_____

| **Disputes and lawsuits related to projects/contracts that have been and are currently being implemented.** | | | | |
|---|---|---|---|---|
| **Choose one of the descriptions below:**<br>There are no disputes or claims regarding projects/contracts that have been or are currently being implemented.<br>Below is a description of disputes and claims related to ongoing and completed projects/contracts in which the investor is a party (or each member of the consortium if it is a consortium investor). | | | | |
| **Year** | **Project description** | **Dispute and lawsuit issues** | **Value of disputes and claims[2] (VND)** | **Ratio corresponding to equity** |
| | Project/Contract Description:_____<br>_<br>Name of competent authority:<br>_____<br>Name of the contracting authority (if any): _____<br>Address:_____<br>_ | | | |

***Note:***

(1) Investors guarantee that the declaration of this content is complete and truthful. If the procuring entity discovers that any investor is involved in litigation but has not declared it, it will be considered fraudulent behavior as stipulated in Clause 4, Article 16 of the Bidding Law and the bid will be disqualified. In case after the dispute resolution results in the investor's equity not meeting the requirements to implement the

project, the investor must update the equity to prove that it meets the requirements to implement the project according to the Bidding Documents. If the investor still does not meet the requirements, it will be disqualified.

In the case of a joint venture, each member of the joint venture must fill out this form.

(2) In case the value of the dispute or claim is not in Vietnamese Dong, the investor must convert it according to the provisions of Section 15.1 **BDS**.

**Form No. 12**

## FINANCIAL PROPOSAL

The investor proposes the following specific plan to demonstrate the efficiency of land use in accordance with the value stated in the Bid:

For projects applying the minimum rate of state budget contribution: provide an explanation of the state budget contribution rate, form, and deadline for state budget contribution as required in the draft contract.

## PART 2. PROJECT IMPLEMENTATION REQUIREMENTS

The procuring entity and the expert team will base their assessment on the content of the investment policy approval decision to determine the project implementation requirements, financial obligations, and other related responsibilities, including:

### I. Project Information

*The procuring entity and the expert team will update the relevant project information to help investors prepare their bids, including:*

**1. Project name; investment objectives, and investment scale of the project.**

*1.1. Project Name*: Long Hung Land New Urban Area – Van Giang – Zone B.

*1.2. Project Objectives*The goal is to invest in the construction of a new urban area with modern architecture, appropriate urban functional spaces, and a complete and integrated infrastructure including social and economic infrastructure to meet the housing needs of local residents, workers in industrial zones, and other groups, contributing to social stability; and to act as a driving force to accelerate socio-economic development, aiming to successfully implement the modernization strategy of Nghia Tru commune in particular and Hung Yen province in general.

*1.3. Project Scope:*

a) The project's land area is approximately 458.437 m².

b) Population size: approximately 12.576 people;

c) Scale of products and services offered:

+ Land for villas has an area of 41.137,0 m², a maximum height of 3 floors, a building density of 60%, and a total estimated construction floor area of 58,928 m²; Land for terraced houses has an area of 121,011.0 m² with a proposed construction area of 80,525 m², a maximum height of 4 floors, a building density of 80%, and a total estimated construction floor area of 257,681 m²; Land for high-rise commercial housing has an area of 19,623.0 m², a maximum height of 25 floors, a building density of 40%, an estimated number of 2,198 apartments, and a total estimated construction floor area of 196,229 m²; The land for high-rise social housing covers an area of 32,405.0m², with a maximum height of 15 floors, a construction density of 40%, an estimated 2,145 apartments, and a total estimated construction floor area of 194,430m².

+ Public service land: Land for sports facilities has an area of 5,098.0m², a maximum height of 1 floor, a building density of 30%, and a total estimated floor area of 1,529m²; Land for cultural facilities has an area of 5,383.0m², a maximum height of 3 floors, a building density of 40%, and a total estimated floor area of 6,460m²; Land for medical facilities has an area of 1,382m², a maximum height of 3 floors, a building density of 40%, and a total estimated floor area of 1,658m².

+ Commercial and service land: Commercial and service building land 01 has an area of 1,988.0m², a maximum height of 3 floors, a building density of 40%, and a total estimated floor area of 2,386m²; Commercial and service building land 02 has an area of 14,996.0m², a maximum height of 4 floors, a building density of 80%, and a total estimated floor area of 32,128m².

+ School land: Land for kindergarten/preschool construction has an area of 7,978m², a maximum height of 3 floors, a building density of 40%, an estimated 647 students, and a total estimated floor area of 9,574m²; Land for primary school construction has an area of 9,276.0m², a maximum height of 3 floors, a building density of 40%, an estimated 841 students, and a total estimated floor area of 11,131m²; Land for secondary school construction has an area of 9,587.0m², a maximum height of 3 floors, a building density of 40%, an estimated 711 students, and a total estimated floor area of 11,504m².

+ The land designated for technical infrastructure has a total area of 3,731.0m², a maximum height of 2 floors, a building density of 40%, and a projected total construction floor area of 2,985m².

+ Develop integrated technical and social infrastructure within the project.

d) Land use structure, building density, land use coefficient, and proportion of different types of housing in the project:

| STT | Function | Acreage (m²) | Proportion (%) | Maximum number of floors | Maximum building density (%) |
|---|---|---|---|---|---|
| **1** | **Land for public and service purposes.** | **11.863** | **2,59** | | |
| 1.1 | Land for services - public - sports | 5.098 | | 1 | 30 |
| 1.2 | Land for services - public - cultural purposes | 5.383 | | 3 | 40 |
| 1.3 | Land for service - healthcare | 1.382 | | 3 | 40 |

| | | | | | |
|---|---|---|---|---|---|
| **2** | **Commercial and Service Land** | **16.984** | **3,70** | | |
| 2.1 | Commercial and Service Land (DV.01) | 1.988 | | 3 | 40 |
| 2.2 | Commercial and Service Land (DV.02) | 14.996 | | 4 | 80 |
| 3 | School land | **26.841** | **5,85** | | |
| 3.1 | Nursery - Kindergarten | 7.978 | | 3 | 40 |
| 3.2 | Elementary school | 9.276 | | 3 | 40 |
| 3.3 | Secondary School | 9.587 | | 3 | 40 |
| **4** | **Land for villas** | **41.137** | **8,97** | **3** | **60** |
| **5** | **Land for high-rise buildings** | **52.028** | **11,35** | | |
| 5.1 | High-rise residential land - Social housing (OM - 01) | 12.083 | | 15 | 40 |
| 5.2 | High-rise residential land - Social housing (OM - 02) | 11.250 | | 15 | 40 |
| 5.3 | High-rise residential land - Social housing (OM - 03) | 9.072 | | 15 | 40 |
| 5.4 | High-rise residential land - Social housing (OM - 04) | 19.623 | | 25 | 40 |
| **6** | **Adjacent land** | **121.011** | **26,4** | **4** | **80** |
| **7** | **Land for technical infrastructure** | **3.731** | **0,81** | **2** | **40** |
| **8** | **Green spaces - Sports facilities - Water features** | **83.562** | **18,32** | **1** | **5** |
| **9** | **Land for transportation and parking.** | **101.280** | **22,09** | | |
| | **Total** | **458.437** | **100** | | |

e) Expected scale of investment in construction: Synchronized investment in all works according to the detailed plan proposed by the investor, based on compliance with the indicators of the adjusted zoning plan at a scale of 1/2000 for the Long Hung Land - Van Giang New Urban Area - Zone B, approved by the People's Committee of Hung Yen province in Decision No. 383/QD-UBND dated February 6, 2024, on a planned project land area of 458,437 m².

- Area of land for low-rise housing construction: 162,148 m² (accounting for 35.37%). Of which:

+ The villa area covers approximately 41,137 m² (land plot designations OM-06 and OM-07), comprising multiple land parcels, each divided into several plots with widths ranging from 8.0m to 15.0m and lengths from 10.0m to 20.0m; a total of approximately 103 villas, with a maximum building density of 60%, a maximum building height of 3 floors, and villa units with land areas of 160m² or more.

+ The terraced housing area covers approximately 121,011 m² (land plot designations OM-05, OM-08, OM-09 to OM-16), comprising numerous land parcels, each divided into several plots with a typical frontage width of 6.0m and lengths ranging from 15.0m to 20.0m; a total of approximately 790 terraced houses, with a building density of 80%, a maximum building height of 4 floors, and an average land area of 96 to 250 m² for each terraced house.

- Area of land for high-rise residential construction: 52,028 m² (accounting for 11.35%). Of which:

+ The commercial high-rise land plot has an area of 19,623.0m² (land plot code OM-04); with a maximum height of 25 floors; a building density of 40%; a total projected construction floor area of 196,229m², and a projected number of 2,198 apartments. The functions of the floors are as follows: The basement is projected to be 41,208 m² (3 floors) for parking with a building density of 70%; floors 1 and 2 are for commercial services; floor 3 is for office space for rent; floors 4 to 25 are for residential apartments, with a total of approximately 2,198 apartments (average apartment area of 55m²).

+ Land for high-rise social housing has an area of 32,405.0 m² (lot designation OM-01 to...)ABOUT-03), with a maximum height of 15 floors, a building density of 40%; the total expected construction floor area is 194,430m², and the expected number of apartments is 2,145. The functions of the floors are as follows: The basement is expected to be 12,962m² (1 floor) for parking with a building density of 40%; the first floor is for commercial services, the second floor is for parking, and floors 3 to 15 are for residential apartments, with a total of approximately 2,145 residential apartments (average apartment area of 55m²).

**Note: The area of apartments and low-rise houses will be determined more accurately after the project's basic design, technical design, and construction drawings have been approved by the competent authority.*

- The land for public services has a total area of 11,863.0 m², specifically as follows:

+ The land designated for sports facilities has an area of 5,098.0 m² (land plot code CC.01), with a maximum height of 1 floor, a building density of 30%, and a total estimated construction floor area of 1,529 m²;

+ The land designated for cultural facilities has an area of 5,383.0 m² (land plot code CC.02), with a maximum height of 3 floors, a building density of 40%, and a total projected construction floor area of 6,460 m²;

+ The land designated for medical facilities has an area of 1,382 m² (land plot code CC.03), with a maximum height of 3 floors, a building density of 40%, and a total projected floor area of 1,658 m².

- Commercial and service land has a total area of 16,984.0 m², specifically as follows:

+ Commercial and service building land with an area of 1,988.0 m² (land plot code DV.01); maximum height of 3 floors, building density of 40%; total expected construction floor area of 2,386 m².

+ Commercial and service building land with an area of 14,996.0 m² (land plot code DV.02), maximum height of 4 floors, building density of 80%, total expected construction floor area of 32,128 m².

- The school land has a total area of 26,841.0 m², specifically as follows:

+ The land for the kindergarten/preschool building has an area of 7,978 m² (designated as plot TMN), with a maximum height of 3 floors, a building density of 40%, an estimated 647 students, and an estimated construction floor area of 9,574 m².

+ The land for the primary school building has an area of 9,276.0 m² (land plot code TH); with a maximum height of 3 floors, a building density of 40%, an estimated 841 students, and an estimated construction floor area of 11,131 m².

+ The land for the secondary school building has an area of 9,587.0 m² (land plot code: Secondary School); maximum height of 3 floors, building density of 40%, expected 711 students, expected construction floor area of 11,504 m².

- Investment in the construction of public works (cultural); transportation, technical infrastructure, green spaces, water bodies, and sports facilities: Investors are responsible for constructing the project components according to the approved zoning plan; handing over the land used for the construction of public works (cultural); transportation, technical infrastructure, green spaces, water bodies, and sports facilities to the local government for management after construction, so that a plan can be developed to serve the public needs of the people in accordance with the law.

**2. Total investment capital of the project: 8,048,492,618,000 VND**(*In words: Eight thousand forty-eight billion, four hundred ninety-two million, six hundred eighteen thousand dong.*, include:

+ Land clearance costs (estimated): 311,065,038,000 VND.

+ Construction costs: 6,136,748,647,000 VND.

+ Equipment costs: 660,703,156,000 VND.

+ Project management costs: 37,990,750,000 VND.

+ Construction investment consulting fees: 102,658,507,000 VND.

+ Other expenses: 254,492,280,000 VND.

+ Contingency costs: VND 544,834,240,000.

**3. The value of assets attached to the land (in case of asset sale) or the remaining value of the assets (in case of asset demolition or disposal) for investment projects planned to be implemented on land with assets attached to the land, and the value of the assets can be determined before the time of preparing the bidding documents (if any):**Undetermined.

**4. Project location:** The land plot, approximately 458,437 m² in area, is located in Nghia Tru commune, Hung Yen province. The plot's location is as follows: North bordering Cuu Cao commune (now Phung Cong commune) (Dai An urban area); South bordering Ring Road 3.5; East bordering Nghia Tru commune; West bordering the road alongside the Hanoi - Hai Phong expressway (the location of this land plot has been approved by the Provincial People's Committee in the adjusted zoning plan at a scale of 1/2000 for the Long Hung Land - Van Giang New Urban Area - Zone B, as per Decision No. 383/QD-UBND dated February 6, 2024).

**5. Purpose of land use; Current land use status (if any)**

- *Purpose of land use:*In accordance with Decision No. 383/QD-UBND dated February 6, 2024, of the People's Committee of Hung Yen province approving the revised zoning plan at a scale of 1/2000 for the Long Hung Land – Van Giang – Zone B new urban area in Nghia Tru commune, Hung Yen province, and Decision No. 48/QD-UBND dated November 25, 2025, of the People's Committee of Hung Yen province approving the investment policy.

- *Current land use status:*

The current land use structure is primarily agricultural land (rice cultivation, fruit trees, agricultural crops, perennial crops, vegetables, aquaculture, etc.), accounting for approximately 36.68%. In addition, about 5.99% is existing residential area, including housing, public, commercial, service, healthcare, cultural, historical sites, and public green spaces, as well as other

technical infrastructure land; industrial production land and warehouses account for 1.90%; the remainder consists of transportation, water bodies, and other land types.

*Land Use Status Table*

| STT | Land use function | Acreage (ha) | Proportion (%) |
|---|---|---|---|
| 1 | Residential land | 9,51 | 2,14 |
| 2 | Village land, rural population | 18,52 | 4,17 |
| 3 | Medical land | 1,01 | 0,23 |
| 4 | Land of Culture | 0,13 | 0,03 |
| 5 | Public green space | 9,64 | 2,17 |
| 6 | Industrial land, warehouses | 8,46 | 1,90 |
| 7 | Land for service area | 5,64 | 1,27 |
| 8 | Land of historical and religious sites | 0,56 | 0,12 |
| 9 | Cemetery land | 2,68 | 0,60 |
| 10 | Agricultural land | 153,51 | 34,53 |
| 11 | Unused land | 83,82 | 18,85 |
| 12 | Other infrastructure land | 0,13 | 0,03 |
| 13 | Land for aquaculture | 9,55 | 2,15 |
| 14 | Rivers, streams, canals, ditches | 54,46 | 12,25 |
| 15 | Lakes, ponds, swamps | 5,49 | 1,24 |
| 16 | Roads | 81,43 | 18,32 |
| **Total** | | **444,55** | **100,00** |

**6. Area of land for the project (if any):** Approximately 458,437 m².

**7. Planning indicators:** In accordance with Decision No. 383/QD-UBND dated February 6, 2024, of the People's Committee of Hung Yen province approving the revised zoning plan at a scale of 1/2000 for the Long Hung Land – Van Giang – Zone B new urban area in Nghia Tru commune, Hung Yen province, and Decision No. 48/QD-UBND dated November 25, 2025, of the People's Committee of Hung Yen province approving the investment policy.

**8. Project timeline and implementation schedule; preliminary investment phasing plan or project component division (if any); project implementation schedule for each stage (if any);**

- *Project duration:* 50 years from the date the competent authority approves the project investor.

- *Project progress:*

8.1. Capital contribution schedule and projected capital raising schedule:

- Investor's capital contribution to the project: a minimum of 15% of the total investment capital, to be contributed within 60 months from the date the competent authority approves the project investor.

- Credit loans and other legally raised capital: a maximum of 85% of the total investment capital, to be implemented within 60 months from the date the competent authority approves the project investor.

8.2. Construction progress and commissioning of the project:

Investment progress: The project will be completed within 60 months (5 years) from the date the competent authority approves the project investor.

- Month 1 ÷ Month 21: Completing legal procedures, carrying out compensation and land clearance, finalizing land-related procedures;

- Months 16 ÷ 21: Carry out procedures in accordance with the law on construction, fire safety, environment, and other relevant regulations;

- Months 22 ÷ 57: Construction begins on completion of the technical infrastructure system and architectural works belonging to the project according to the detailed regulations approved by the competent authority;

- Months 58 ÷ 60: Complete all items, organize acceptance testing, hand over the works for use according to regulations, and put the entire project into operation;

**9. Name of the procuring entity:** Department of Construction of Hung Yen Province.

**10. Forms and methods for selecting investors:** International open bidding, one-stage, one-envelope process.

**11. The hypothetical business plan determines the minimum percentage of revenue to be remitted to the state budget for projects applying the revenue-sharing standard:**Not applicable.

**12. Other related content:** In accordance with Decision No. 383/QD-UBND dated February 6, 2024, of the People's Committee of Hung Yen province approving the revised zoning plan at a scale of 1/2000 for the Long Hung Land – Van Giang – Zone B new urban area in Nghia Tru commune, Hung Yen province, and Decision No. 48/QD-UBND dated November 25, 2025, of the People's Committee of Hung Yen province approving the investment policy.

**II. Project Implementation Requirements**

**1. Technical evaluation criteria**

*a) Requirements regarding the conformity of the investment plan proposed by the investor (including scope, scale, preliminary total project implementation costs, time, progress, spatial organization and architectural design, and*

*landscape ensuring synchronization with the overall project) with the planning approved by the competent authority in accordance with the law on planning, construction, management of the sector and related laws;*

Investors must demonstrate the conformity of the project's investment plan with the approved investment policy and the planning approved by the competent authority in accordance with the law on planning, construction, industry management, and related laws.

*b) Requirements regarding compliance with investment and business conditions as prescribed by investment law and industry/sector management law (if any); requirements regarding the organizational and operational business plan;*

Investors must meet the business investment conditions stipulated in Article 9 of the 2023 Law on Real Estate Business and related legal documents. Investors commit to meeting these conditions as prescribed.

Investors must provide a detailed explanation of their operational and business plan, ensuring compliance with the following decisions: Decision No. 383/QD-UBND dated February 6, 2024, of the People's Committee of Hung Yen province approving the revised zoning plan at a scale of 1/2000 for the Long Hung Land – Van Giang – Zone B new urban area in Nghia Tru commune, Hung Yen province; and Decision No. 48/QD-UBND dated November 25, 2025, of the People's Committee of Hung Yen province approving the investment policy.

Investors must propose a project management model (establishing an economic organization to implement the project or directly implementing the project as stipulated in Clause 1, Article 51 of Decree No. 115/2024/ND-CP). Investors commit to implementing the investment project using land as stipulated in Articles 51 and 52 of Decree No. 115/2024/ND-CP and relevant laws.

*c) Requirements regarding the synchronization of technical and social infrastructure systems with housing according to the regulations of the law on construction, urban management, and housing for new construction; requirements regarding the conformity of the investment plan proposed by the investor with the housing development program and plan;*

Investors must provide explanations regarding the synchronization of technical and social infrastructure systems with housing in accordance with the laws on construction, urban management, and housing for new construction; and the conformity of the investment plan proposed by the investor with the housing development program and plan.

The technical infrastructure and transportation systems must be designed synchronously according to modern urban standards, meeting the needs of living and commercial business activities within the project, and connected to the regional technical infrastructure.

**2. Social evaluation criteria:**

*a) Requirements regarding compensation, support, and resettlement plans and costs as stipulated by land law;*

Investors must propose solutions regarding compensation, support, land clearance, and resettlement (if any), along with a commitment.agreeAgreed, reimburse compensation costs in accordance with current laws.

The investor commits in the bid document to providing funding for compensation, support, land clearance, and resettlement (if any) in accordance with land law regulations and to ensure the project's progress.

After the project receives investment approval from the competent authority, the organization responsible for compensation and land clearance will prepare a Compensation, Support, and Resettlement Plan, and submit it to the competent authority for approval in accordance with the law to serve as the basis for implementation.

*b) Requirements regarding the investor's ability to contribute to social welfare for local workers through the use of local labor, human resource training, average income level and average income growth rate; social assistance activities for beneficiaries of social protection or other social welfare activities that the investor contributes to the locality, in accordance with the needs of the locality where the project is implemented;*

The investor explained that the project implementation process would attract local labor to build and work on the project's facilities.

The investor explained that the successful implementation of the project would have an impact on the development of many other industries and services, creating jobs and improving the lives of local people, establishing human resource training centers, thereby contributing to economic growth, reducing unemployment and increasing income for workers.

*c) For investment projects planned to be implemented on land with assets attached to the land that must be disposed of according to the law on the management and use of public assets (hereinafter referred to as assets attached to the land), the sale of assets attached to the land to the investor or the investor's reimbursement of the remaining value of the assets attached to the land that are demolished or destroyed according to the law on the management and use of public assets must be stipulated in the bidding documents. In which:*

*- In cases where assets attached to land are ordered to be demolished or destroyed by a competent authority, the remaining value of the assets attached to land shall be determined in the accounting records at the time the competent authority decides to demolish or destroy them.*

*In cases where the value of assets attached to the land cannot be determined at the time of preparing the bidding documents, the bidding documents stipulate that the investor must commit to paying the value of the assets attached to the land*

*after it has been determined by the competent authority in accordance with the law on the management and use of public assets.*

*In cases where assets attached to land are not recorded in the accounting books, the agency receiving the assets is responsible for determining the remaining value of the assets at the time of demolition and disposal, based on the Ministry of Finance's guidelines on the depreciation and amortization regime for fixed assets at agencies, organizations, and units.*

*- In cases where the sale of assets attached to land has been decided by the competent authority in accordance with the law on the management and use of public assets before the bidding documents are prepared, the bidding documents must clearly state the selling price of the assets attached to the land.*

*In cases where, at the time of preparing the bidding documents, the competent authority has not yet decided on the selling price of the asset, the bidding documents shall stipulate that the investor commits to paying the value of the asset attached to the land, which will be decided by the competent authority in accordance with the law on the management and use of public assets.*

Investors must propose a plan and make a commitment, in accordance with Form No. 10, Chapter IV – Bid Forms, to submit the value of assets attached to the land as determined in these bidding documents.

**3. Environmental assessment standards:**

Investors must propose land use indicators and land use coefficients in accordance with the laws on land and construction; and requirements regarding resource utilization in accordance with the law.

Investors must demonstrate solutions for protecting and mitigating negative impacts on the environment and saving energy (if any).

**4. Other contents:**

The investor's bid documents comply with Decision No. 383/QD-UBND dated February 6, 2024, of the People's Committee of Hung Yen province approving the revised zoning plan at a scale of 1/2000 for the Long Hung Land – Van Giang – Zone B new urban area in Nghia Tru commune, Hung Yen province, and Decision No. 48/QD-UBND dated November 25, 2025, of the People's Committee of Hung Yen province approving the investment policy; and comply with relevant planning and plans as prescribed by law on planning, laws on sectoral and field management, and relevant laws.

**III. Requirements regarding the financial obligations of investors**

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

**Value contributed to the state budget:**

The amount payable to the state budget is determined based on the ratio M proposed by the investor in the bid document and the land use fee and land lease fee that the winning investor must pay according to the provisions of land law, based on the following formula:

Value of payment to the state budget at the time of payment of land use fees and land lease fees = M x Land use fees and land lease fees payable by the investor at the time of payment of land use fees and land lease fees

The value specified in this section shall be paid into the state budget in accordance with the form, order, procedures, and deadlines for paying land use fees and land lease fees as prescribed by land law. This value is independent of the investor's obligation to pay land use fees, land lease fees, and other financial obligations to the state budget as prescribed by law.

## PART 3. DRAFT CONTRACTS AND CONTRACT FORMS

*[Based on the guidelines for drafting investment project contracts involving land use as stipulated in Appendix III of Decree No. 115/2024/ND-CP, and depending on the nature, scale, and specific field of the project, the competent authority, the procuring entity, and the expert team shall draft the contract and contract forms and attach them to the bidding documents. The draft contract shall include clauses to serve as the basis for the parties to negotiate, finalize, sign, and implement the contract, ensuring a clear division of responsibilities, risks, rights, and legitimate interests of the contracting parties in accordance with the laws on bidding, investment, industry and sector management, and other relevant laws.]*

| Content of words | Explanation of terms |
|---|---|
| The parties signing the contract | This includes the contracting authority, the investor, and any economic organizations involved. |
| Contracting Authority | According to Clause 3, Article 71 of the 2023 Bidding Law |
| Investors | According to Clause 25, Article 4 of the 2023 Bidding Law |

**ACRONYM**

| Content of words | Acronym |
|---|---|
| Law on Bidding dated June 23, 2023 | Bidding Law 2023 |
| Law amending and supplementing a number of articles of the Law on Planning, the Law on Investment under the Public-Private Partnership method and the Law on Bidding dated November 29, 2024 | Law No. 57/2024/QH15 |
| Law amending and supplementing a number of articles of the Law on Bidding, the Law on Investment in the form of Public-Private Partnership, the Law on Customs, the Law on Value Added Tax, the Law on Export and Import Taxes, the Law on Investment, the Law on Public Investment, and the Law on Management and Use of Public Assets dated June 25, 2025 | Law No. 90/2025/QH15 |
| Investment LawJune 17, 2020 | Investment Law |

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## PART I. AGREEMENT OF THE PARTIES ON THE CONTRACT

_____, date ___ month ___ year____

Contract number: _____

Project: Long Hung Land New Urban Area - Van Giang - Zone B.

*- Based on the Construction Law dated June 18, 2014; and the Law amending and supplementing a number of articles of the Construction Law No. 62/2020/QH14 dated June 17, 2020;*

*- Based on the Investment Law No. 62/2020/QH14 dated June 17, 2020;*

*- Based on the Law on Bidding No. 22/2023/QH15 dated June 23, 2023; the Law amending and supplementing a number of articles of the Law on Planning, the Law on Investment in the form of public-private partnerships and the Law on Bidding dated November 29, 2024 (Law No. 57/2024/QH15); the Law amending and supplementing a number of articles of the Law on Bidding, the Law on Investment in the form of public-private partnerships, the Customs Law, the Value Added Tax Law, the Export and Import Tax Law, the Investment Law, the Public Investment Law, and the Law on Management and Use of Public Assets dated June 25, 2025 (Law No. 90/2025/QH15);*

*- Based on the Housing Law No. 27/2023/QH15 dated November 27, 2023;*

*- Based on the Land Law No. 31/2024/QH15 dated January 18, 2024;*

*- Based on the Law amending and supplementing a number of articles of the Land Law No. 31/2024/QH15, the Housing Law No. 27/2023/QH15, the Real Estate Business Law No. 29/2023/QH15 and the Law on Credit Institutions No. 32/2024/QH15 and No. 43/2024/QH15 dated June 29, 2024;*

*- Based on Decree No. 115/2024/ND-CP dated September 16, 2024 of the Government detailing a number of articles and measures for implementing the Law on Bidding regarding the selection of investors to implement projects using land;*

*- Based on Decree No. 225/2025/ND-CP dated August 15, 2025 of the Government amending and supplementing a number of articles of the Decrees detailing a number of articles and measures for implementing the Law on Bidding regarding the selection of investors;*

*- Based on Decree No. 226/2025/ND-CP dated August 15, 2025 of the Government amending and supplementing a number of articles of the decrees detailing the implementation of the Land Law;*

*- Based on Decree No. 123/2024/ND-CP dated October 4, 2024 of the Government regulating administrative sanctions for violations in the field of land;*

*- Based on Circular No. 05/2024/TT-BXD dated July 31, 2024 of the Ministry of Construction detailing some provisions of the Law on Housing;*

*- Circular No. 98/2025/TT-BTC dated October 27, 2025, of the Ministry of Finance stipulates the sample bidding documents for selecting investors to implement investment projects under the public-private partnership method and business investment projects; providing and publishing information on investment under the public-private partnership method and bidding for investor selection on the National Bidding Network System;*

*- Based on Decision No. 489/QD-TTg dated June 10, 2024 of the Prime Minister on approving the Hung Yen Provincial Planning for the period 2021 - 2030, with a vision to 2050;*

*- Based on Resolution No. 520/2024/NQ-HĐND dated December 11, 2024, of the People's Council of Hung Yen province, which stipulates the criteria for deciding on the implementation of bidding for investment projects using land in Hung Yen province;*

*- Based on Resolution No. 577/NQ-HĐND dated April 11, 2025, of the People's Council of Hung Yen province on the promulgation of the list of land areas for bidding to select investors to implement investment projects using land in the province;*

*- Based on the Decisions of the Provincial People's Committee: No. 1622/QD-UBND dated August 22, 2022, on approving the Hung Yen Provincial Urban Development Program for the period 2021-2025, with orientation to 2030; No. 1499/QD-UBND dated June 26, 2025, on approving the adjustment of the Hung Yen Provincial Housing Development Program for the period 2021-2030; No. 1622/QD-UBND dated June 27, 2025, on approving the adjustment of the Hung Yen Provincial Housing Development Plan for the period 2021-2025; No. 1999/QD-UBND dated September 19, 2025, on approving the Planning Project for Subdivision E4, Van Giang urban area, Hung Yen province (scale 1/2000); Decision No. 383/QD-UBND dated February 6, 2024, approving the revised zoning plan at a scale of 1/2000 for the Long Hung Land - Van Giang New Urban Area - Zone B;*

*- Based on Decision No. 48/QD-UBND dated November 25, 2025, regarding the approval of the investment policy for the Long Hung Land - Van Giang - Zone B New Urban Area project.*

*- Based on Decision No. 100/QD-UBND dated January 16, 2025, approving the progress tracking table for investor selection activities for the Long Hung Land - Van Giang - Zone B New Urban Area project.*

*Based on (1) _____*

*Based on Decision No. ____ dated ____/___/_____ of _____ regarding the approval of the results of the investor selection for _____ [Name of the tender package] and the winning bid notification No. ____ dated ____/___/_____ of the Bidding Party;*

*Based on the Contract Negotiation Minutes dated ____ month _____ year____;*

*Based on document number _____ dated _____ month _____ year _____ from _____ regarding the notification of acceptance of the bid and award of the contract,*

***We, representing the contracting parties, include:***

**1. Contracting Authority/[1]The procuring entity (a party to the contract):**

Name of the Contracting Authority:

Address:

Phone:

Fax:

E-mail:

Representative:

Position:

Authorization letter for signing contract number _____*Date* ____ *Month* _____ *Year* ____ *(in cases where authorization is granted).*

**2. Investors and economic organizations (in case of establishment) (As a party to the contract):**

**2.1. Investors:**

Trade name:*[Enter the investor's transaction name]*

Business registration certificate number: Address:

Phone:

Fax:

E-mail:

Representative:

Position:

Authorization letter for signing contract number _____*Date* ____ *Month* _____ *Year* ____ *(in cases where authorization is granted).*

**2.2. Economic organizations:**

Trade name:*[Enter the name of the economic organization involved in the transaction]*

Business registration certificate number:

Address:

Phone:

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[1]*Record the information of the procuring entity in cases where the competent authority authorizes the procuring entity to act as a representative to sign the contract with the investor.*

Fax:

E-mail:

Representative:

Position:

The above parties agree to sign this Contract to implement the project.case_____*[Name of the project]*with the following content:

**Article 1. Components of the contract dossier**

1.1. The components of the contract documents and their legal priority are as follows:

a. The contract includes general terms and conditions and specific terms and conditions;

b. Contract addendum (if any);

c. Minutes of contract negotiations;

d. Decision approving the results of the investor selection;

d. Bid documents and clarification documents of the selected investor;

e. Bidding documents and any amendments or supplements to the bidding documents;

g. Relevant documents.

1.2. Priority order of documents

The documents constituting this Contract are mutually interpretable and consistent. If any points are unclear or inconsistent, the Parties are responsible for discussing and reaching an agreement. If the Parties cannot reach an agreement, the priority order of the documents constituting the Contract for resolving the disagreement shall follow the order specified in Clause 1.1 above.

In the event of any ambiguity or inconsistency in the Contract Document, the specific Clause shall prevail for interpretation and application.

**Article 2. Contract Term:**

The contract term is _____ [specify the contract execution time in accordance with the provisions of the bid documents and the results of negotiations and contract finalization between the two parties].

**Article 3. Contract Validity**

1. This contract takes effect from _____*[Specify the effective date of the contract].*

2. The contract becomes invalid after both parties have completed the contract liquidation process in accordance with the law.

The contract is drawn up in _____ copies. The contracting authority retains ___ copies, and the investor retains ____ copies. All copies of the contract have equal legal validity.

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| **LEGAL REPRESENTATIVE INVESTOR'S[2]**<br>*[Name, title, signature, and seal]* | **LEGAL REPRESENTATIVE OF THE AUTHORITY CONTRACT SIGNING**<br>*[Name, title, signature, and seal]* |

**LEGAL REPRESENTATIVE OF ECONOMIC ORGANIZATION**
*[Name, title, signature, and seal]*

*Note:*

*(1) Update current documents related to the contract.*

*(2) In the case of a joint venture contractor, the contract must include information of all members of the joint venture. The legal representative of each member in the joint venture must sign and seal the contract.*

## PART II. GENERAL CONDITIONS OF THE CONTRACT

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|---|---|
| **I. EXPLANATION OF TERMS** | |
| **Article 1. Definitions and abbreviations of concepts and terms used in the project contract.** | Definitions and abbreviations of concepts and terms used in the project contract, in accordance with applicable law and the specific context of the project, are stipulated in**Conditions**. |
| **II. PROJECT OBJECTIVES AND SCOPE** | |
| **Article 2. General objectives and specific objectives of the project** | The overall and specific objectives of the project are stipulated in **Conditions**. |
| **Article 3. Scale and capacity** | The scale and capacity of the project are specified in **Conditions**. |
| **Article 4. Total investment capital** | The total investment capital of the Project is the preliminary total cost of project implementation, compensation, support, and resettlement costs (if any), and other costs as stipulated by the law governing the industry and sector (if any), as determined in the bidding documents. This does not include land use fees, land lease fees according to land law, and other costs to serve the investment and business activities of the project, which are detailed in the bidding documents.**Conditions**. |
| **III. PROJECT LOCATION** | |
| **Article 5. Project implementation location** | - Project location: In the land area located in Nghia Tru commune, Hung Yen province.<br>- Location of the land plot: To the north, it borders Cuu Cao commune (now Phung Cong commune) (Dai An urban area); to the south, it borders the 3.5 ring road; to the east, it borders Nghia Tru commune; to the west, it borders the road alongside the Hanoi - Hai Phong expressway.<br>- Area: It has an area of approximately 458,437 m². |
| **IV. CONTRACT TERM AND PROJECT IMPLEMENTATION SCHEDULE** | |

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| **Article 6. Contract Term co-project and project implementation schedule** | 6.1. The project contract term is calculated from the date the investment and business project contract becomes effective until the investor fulfills its obligations to fulfill the commitments proposed in the bid documents and other obligations as agreed upon by the parties in the investment and business project contract. This includes defining the project implementation schedule at...**Conditions**.<br>6.2. Project progress, including the following milestones:<br>(a) Within a maximum period of 36 months from the date of issuance of the decision recognizing the winning bid or other period as stipulated in**Conditions**The competent People's Committee must complete the compensation and resettlement support process to allocate land and lease land as stipulated in Clause 8, Article 126 of the Land Law, except in cases of delay due to the fault of the investor/economic organization as prescribed by law;<br>(b) The project implementation period is specified in**Conditions**;<br>(c) The Project's operating period is [50] years as stipulated in the Investment Policy Approval Document or the Bidding Document.<br>In cases where adjustments to the project implementation schedule do not change the Project Contract Term, the Investor/Engineering Firm shall carry out procedures in accordance with investment law, construction law, and other relevant legal regulations. |
| **Article 7. Cases, conditions, and procedures for adjusting the project contract term.** | Any adjustments to the Project Contract Term (if any) shall be made in accordance with the following regulations:<br>7.1. The Project Contract term may be adjusted in the cases specified below. **Conditions**; |

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| | 7.2. Any adjustment to the Project Contract Term will be agreed upon by the Parties and established in an Appendix to this Contract;<br>7.3. Adjustments to the Project Implementation Period and Project Implementation Schedule shall be made in accordance with the provisions of this Contract and in compliance with investment laws and other relevant laws. |
| **Article 8. Agreement on contract amendment when adjusting the project contract term.** | Agreements regarding contract amendments when adjusting the project contract term shall be made in accordance with the provisions of Section X of this Contract. |
| **V. COMPENSATION, SUPPORT, RESETTLEMENT, LAND ALLOCATION AND LEASING SCHEDULE, LAND USE CONDITIONS, WATER SURFACE USE, OTHER RESOURCES AND RELATED WORKS** | |
| **Article 9. Compensation, support, and resettlement plan and organize the construction of auxiliary facilities (if any).** | Compensation, support, land clearance, and resettlement are carried out by competent state agencies in accordance with land law and other relevant legal regulations. The compensation, support, resettlement plan and the organization of auxiliary construction (if any) are stipulated in… **Conditions**. |
| **Article 10. Rights and obligations of the parties in organizing compensation, support, resettlement, land allocation, land leasing and supervision, Inspect the implementation of compensation, support, and resettlement.** | The rights and obligations of the parties in organizing compensation, support, resettlement, and completing procedures for land allocation, land leasing, and monitoring and inspecting the implementation of compensation, support, and resettlement are stipulated in… **Conditions apply.** |
| **Article 11. Obligations of the parties in ensuring the arrangement of funds to pay for compensation,** | The obligations of the parties in ensuring the arrangement of funds to pay for compensation, support, and resettlement costs are stipulated in **Conditions apply.** |

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| **support, and resettlement costs.** | |
| **Article 12. Conditions for the use of land, water, other resources, or related structures.** | 12.1. The use of land and resources must comply with relevant laws, including but not limited to land law, laws on resource protection, environmental protection, and mineral resources. The use of land, water, other resources, or related structures as stipulated in this Contract exists solely for the purpose of implementing the Project.<br>12.2. In cases where, for the purposes of the Project, the Investor/Engineering Organization needs to exercise rights related to access to land, water, other resources, or facilities and infrastructure outside the Project scope, Contracting Authority will provide maximum support to investors/financial institutions in requesting local authorities to consider and make decisions. In this case, investors/financial institutions must bear all costs related to or arising from accessing land outside the project area. |
| **Article 13. Regulations on the excavation and handling of fossils, artifacts, architectural structures, or other objects in the project area and the rights and obligations of the parties with respect to these objects.** | 13.1. When executing this Contract, if the Investor/Engineering Firm discovers fossils, artifacts, or archaeological sites, the Investor/Engineering Firm must comply with the relevant provisions of Vietnamese law.<br>13.2. Upon discovering any fossils, artifacts, or archaeological remains within the Project area, the Investor/Economic Organization obligated to:<br>a) Notify immediately the Contracting Authority regarding this matter.<br>b) Implement preventative warning measures to prevent the removal or damage of fossils, artifacts, or archaeological sites and will comply with any requests. Contracting Authority this relates to the examination and handling of those fossils, artifacts, or archaeological remains. |

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| | c) Take all necessary steps to preserve the objects in the same location and condition as when they were found.<br>d) Be prompt and careful in complying with any instructions from the Contracting Authority show.<br>e) Comply with any legal regulations or requirements from relevant government agencies regarding the preservation of the discovery.<br>f) If Contracting Authority requested, the investor/financial institution will have to grant permission.Contracting Authorityor the competent state authority may access the site for the purpose of relocating or disposing of the discovery.<br>13.3. If the Investor/Technical Institution takes necessary actions as stipulated in this Article that result in a delay in the performance of the Contract, the Investor/Technical Institution shall still be obligated to perform the Contract until completion, and the Project Performance Period shall be extended accordingly in accordance with the provisions of this Contract.<br>13.4. The costs for implementing measures related to the handling of fossils, artifacts, and archaeological sites are carried out in accordance with relevant laws. |
| **Article 14. Timing and schedule of land allocation and leasing; rights and obligations of the parties in managing and using the allocated land area.** | 14.1. After completing compensation, support, and resettlement according to the approved plan, the investor/economic entity will be allocated land or leased land in accordance with the schedule and form stipulated in the regulations.**Conditions**.<br>14.2. The rights and obligations of the parties in managing and using the allocated land area are stipulated in **Conditions**. |
| **Article 15. Responsibilities of each party in case of violation** | The responsibilities of each party in case of violations of provisions regarding compensation, support, resettlement; progress of land allocation, land leasing, land use, water surface, other resources and related works are stipulated in… **Conditions apply.** |

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| **VI. IMPLEMENTATION OF THE INVESTOR'S PROPOSED PLAN REGARDING LAND USE EFFICIENCY, SOCIAL ASSISTANCE VALUE, OR OTHER SOCIAL WELFARE ACTIVITIES** | |
| **Article 16. The percentage of state budget contributions proposed by the investor in the bid; payment schedule and method.** | 16.1. The percentage of state budget contributions that the investor makes is based on the decision approving the results of the investor selection and the results of contract negotiations.<br>The amount payable to the state budget is determined based on the ratio M proposed by the investor in the bid document and the land use fee and land lease fee that the winning investor must pay according to the provisions of land law, based on the following formula:<br>Value contributed to the state budget$_{\text{at the time of paying land use fees and land rent.}}$ = M x Land use fee, land lease fee that the investor must pay$_{\text{at the time of paying land use fees and land rent.}}$<br>16.2. The value stipulated in point 16.1 of this article shall be paid into the state budget in the form, order, procedures, and deadlines for paying land use fees and land lease fees as prescribed by land law. This value is independent of the investor's obligation to pay land use fees, land lease fees, and other financial obligations to the state budget as prescribed by law.<br>16.3. Value, schedule, and method of payment of state budget contributions The state budget proposed by the investor is stipulated in... **Conditions**. |
| **Article 17. Responsibilities of the investor in case of violation of the above obligations.** | The responsibilities of investors/financial institutions in case of violation of the above obligations are stipulated in **Conditions**. |
| **VII. ECONOMIC ORGANIZATIONS ESTABLISHED BY INVESTORS TO MANAGE INVESTMENT PROJECTS USING LAND** | |
| *In the case where an economic organization has already been established:* | |
| **Article 18. Organizational and operational models of economic organizations;** | 18.1. The winning bidder, or the economic organization established by the winning bidder, shall implement the investment project using land in accordance with the |

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| **Charter capital of economic organizations** | contract, laws on enterprises, investment, construction, land, real estate business, and other relevant laws.<br>18.1. Registered capital of Economic Organization:<br>(a) Investors are responsible for contributing equity capital entercharter capital of Economic Organization according to the provisions of corporate law, if the charter capital of the economic entity is lower than the equity capital committed to implementing the Project as stated in the bid, the Investor must commit to raising and provide a roadmap for increasing the charter capital. Economic Organization in accordance with the law and this Contract.<br>(b) In all cases, the investor commits to ensuring that sufficient equity capital is contributed to the Economic Organization to meet the conditions for land allocation and land lease as stipulated by land law.<br>(c) The transfer or adjustment (increase/decrease) of the Investor's capital contribution in the Economic Corporation must be carried out in accordance with the law, but must not affect the rights and obligations committed in the Bid Proposal and this Contract. |
| **Article 19. Commitment that the economic organization established by the investor will inherit the rights and obligations to implement the investment project that the investor has committed to in Clause VIII of this Contract.** | The economic organization established by the winning bidder has the following rights and obligations:<br>a) To be allocated or leased land by the State for the implementation of investment projects using land in accordance with the law on land;<br>b) Inherit the rights and obligations of the winning bidder as committed in the bid documents and stipulated in the project contract;<br>c) Fulfill financial obligations regarding the payment of land use fees and land lease fees as prescribed by land law. |
| *In cases where an economic organization has not yet been established:* | |

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| **Article 18. The economic organization established by the investor shall inherit the rights and obligations to implement the investment project that the investor has committed to in Section VIII of this Contract.** | The economic organization established by the winning bidder has the following rights and obligations:<br>a) To be allocated or leased land by the State for the implementation of investment projects using land in accordance with the law on land;<br>b) Inherit the rights and obligations of the winning bidder as committed in the bid documents and stipulated in the project contract;<br>c) Fulfill financial obligations regarding the payment of land use fees and land lease fees as prescribed by land law. |
| **Article 19. Procedures for amending contracts to add the name, rights, obligations, and responsibilities of economic organizations established by investors.** | The procedure for amending a contract to add the name, rights, obligations, and responsibilities of an economic organization established by the investor is stipulated in...**Conditions**. |
| **VIII. OBLIGATIONS OF INVESTORS/FINANCIAL ENGINEERING** | |
| **Article 20. Deposit of performance guarantee** | 20.1. Forms of contract performance guarantee as stipulated in **Conditions apply.**<br>20.3. The value of the performance guarantee as stipulated in **Conditions apply.**<br>20.3. Deadline for submitting performance security as stipulated in **Conditions apply.**<br>20.4. Contracting Authority the performance guarantee shall be returned to the Investor/Technical Institution within 30 days from the date the Parties sign this Contract Termination Agreement, or in other cases as agreed upon by the Parties. The Investor/Technical Institution shall not be reimbursed the performance guarantee in the following cases:<br>(a) Refusal to perform the contract once the contract has come into effect; |

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| | (b) A breach of the agreement in the Contract that gives Party A the right to request the performance guarantee;<br>(c) Refusal to extend the validity of the performance guarantee until all commitments under the Contract have been fulfilled.<br>2.5. In the event that the investor/financial institution changes the guarantor, it must be approved. Contracting Authority this approval is based on compliance with the responsibilities for fulfilling the rights and obligations of the Contract, ensuring that it does not affect the performance of this Contract. |
| **Article 21. Advance funding for compensation, support, and resettlement as required by competent state agencies based on approved compensation, support, and resettlement plans.** | 21.1. Investors/Economic Institutions are responsible for advancing capital to carry out compensation, support, and resettlement as required by competent state agencies based on the approved compensation, support, and resettlement plan;<br>21.2. If, after six months from the date of receiving the request from the competent state agency, the bidder fails to provide sufficient funds for compensation, support, and resettlement, the competent state agency shall decide to cancel the winning bid. |
| **Article 22. Payment of land use fees and land rent in accordance with the law on land.** | 22.1. Investors/Economic institutions are responsible for paying land use fees and land lease fees in accordance with the provisions of land law.<br>22.2. For land areas leased from the State, the form of land rent payment (one-time or annual) and the payment schedule are stipulated in... **Conditions apply.** |
| **Article 23. Implementation of the investor's proposed plan on land use efficiency.** | The investor/financial institution is responsible for implementing the investor's proposed plan regarding land use efficiency in accordance with the contents of Section VI of this Contract. |
| **Article 24. Exercise of other rights and obligations** | 24.1. The Investor/Engineering Firm is responsible for fulfilling other commitments proposed by the Investor in the bid documents. |

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| | 24.2. Investors/Economic institutions shall implement the project in accordance with the plan approved by the competent state agency, meet the committed schedule, ensure safety and environmental protection, and comply with relevant laws on investment, construction, land, environment, taxation, and laws governing the industry and sector.<br>24.3. Investors/Technical Institutions shall fulfill commitments regarding the application of the best existing technologies and techniques to minimize environmental pollution, commitments regarding technology transfer, and the implementation of high-tech activities as proposed in their bid documents in order to receive preferential treatment in the bidding process.<br>24.4. Investors/Economic Institutions are responsible for paying for the assets attached to the land and reimbursing the remaining value of the assets attached to the land in accordance with the law on the management and use of public assets.<br>24.5. Investors/Technical Institutions exercise other rights and obligations at **Conditions** and as agreed (if any). |
| **IX. RESPONSIBILITIES OF THE AUTHORIZED PERSON OR THE TENDERING PARTY IN CASES WHERE THE AUTHORIZED PERSON SIGNS THE CONTRACT** | |
| **Article 25. Implementation of compensation, support, and resettlement** | Within 36 months from the date of issuance of the decision recognizing the winning bid or other period as stipulated in the contract signed with the competent state agency, the competent People's Committee must complete the compensation and resettlement support to allocate land or lease land to the investor as prescribed in Clause 8, Article 126 of the Land Law 2024. |
| **Article 26. Exercise of other rights and obligations** | 26.1. Coordinate with the investor/technical institution to implement the land use efficiency plan as specified in Section 6 of this Contract; |

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| | 26.2. Exercise other rights and obligations as prescribed in**Conditions apply.** |
| **X. AMENDMENT OF PROJECT CONTRACT** | |
| **Article 27. Specific identification of force majeure events and handling procedures in the event of force majeure.** | 27.1. Force majeure events may include, but are not limited to, unusual events or circumstances of the types defined in**Conditions**.<br>27.2. The conditions for defining a force majeure event are that it occurs objectively, is unforeseeable, and cannot be overcome despite the application of all necessary and possible measures.<br>27.3. The procedures for handling force majeure events are stipulated in**Conditions apply.** |
| **Article 28. Cases eligible for amendment of project contracts.** | 28.1. Cases eligible for contract amendment shall be considered in accordance with Article 76 of the 2023 Law on Bidding.<br>28.2. In the case of transferring investment projects involving land use as prescribed by the laws on investment, enterprises, land, real estate business, management laws, sectors, and other relevant laws; in the case of transferring shares or capital contributions as prescribed by the laws on investment, enterprises, land, real estate business, management laws, sectors, and other relevant laws; the dossier, procedures, and process for transferring projects, shares, or capital contributions shall be carried out in accordance with the provisions of the law. |
| **Article 29. Procedures for supplementing the name, rights, obligations, and responsibilities of economic organizations established by investors in cases where economic organizations have not yet been established as stipulated in Section VII of** | 29.1. The procedure for adding the name, rights, obligations, and responsibilities of the economic organization established by the investor in cases where the economic organization has not yet been established as stipulated in Section VII of this contract is specified in...**Conditions apply.**<br>29.2. Cases involving adjustments to investment projects that do not result in adjustments to the investment policy are governed by investment laws. |

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| **this contract; and cases of investment project adjustments that do not lead to adjustments in investment policy.** | |
| **Article 30. Procedure for amending contracts** | The procedure for amending a contract is stipulated in**Conditions**. |
| **XI. TERMINATION OF PROJECT CONTRACT** | |
| **Article 31. Cases and conditions for termination of project contracts by mutual agreement or early termination.** | The circumstances and conditions for termination of the project contract by mutual agreement or early termination are stipulated in **Conditions**. |
| **Article 32. Rights and obligations of each party upon termination of the project contract according to the agreed-upon timeframe.** | The rights and obligations of each party upon termination of the project contract according to the agreed-upon timeframe are stipulated in **Conditions**. |
| **Article 33. Rights and obligations of each party in case of early termination of the contract.** | The rights and obligations of each party in the event of early termination of the contract are stipulated in...**Conditions**. |
| **XII. GOVERNING LAW** | |
| **Article 34. Applicable law to govern project contracts and contracts related to project implementation.** | 34.1. The governing law of this contract is Vietnamese law. In all cases, the interpretation of this Contract, its Appendices, and related documents shall be governed by the agreements signed between the parties.Contracting AuthorityInvestors/financial institutions comply with Vietnamese regulations and laws.<br>34.2. For matters not covered by Vietnamese law, the parties shall negotiate and reach an agreement based on international practices that do not conflict with |

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| | Vietnamese law and harmonize the interests of all contracting parties.<br>34.3. Any issues arising from or related to this Contract that are not specifically stipulated herein shall be governed by the relevant laws and regulations, ensuring the legitimate rights and interests of the Parties to the Contract are protected. |
| **XIII. DISPUTE RESOLUTION** | |
| **Article 35. Dispute Resolution Mechanism** | The mechanism for resolving disputes between parties involved in project contracts and disputes between investors/economic organizations and economic organizations participating in project implementation shall be in accordance with the provisions of Article 14 of the Investment Law. |
| **XIV. CONTRACT TERMINATION** | |
| **Article 36. Procedures for implementing contract termination agreements** | The sequence and procedures for implementing contract termination agreements are as stipulated in...**Conditions**. |
| **Article 37. Rights and obligations of the contracting parties upon contract termination.** | The rights and obligations of the parties when terminating a contract shall be governed by the provisions of...**Conditions**. |
| **XV. PENALTY CLAUSES FOR VIOLATIONS AND NON-COMPLIANCE WITH CONTRACT OBLIGATIONS** | |
| **Article 38. Cases of violation or non-compliance with the obligations of the parties.** | 38.1. Breach of contract by investor/financial institution:<br>Investors/financial institutions are subject to contractual penalties when they violate contractual obligations as stated in...**Conditions apply.**<br>38.2. Breach of contract by the Contracting Authority.<br>The contracting authority is subject to contractual penalties when it breaches its contractual obligations as stated in the contract.**Conditions apply.** |

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| | 38.3. Serious breaches of contract by the contracting parties are stipulated in**Conditions**as stipulated in Clause 2, Article 423 of the Civil Code. |
| **Article 39. Mechanism for resolving cases of breach or non-compliance with contractual obligations.** | The mechanism for resolving each case of breach or non-compliance with contractual obligations is as stipulated in...**Conditions**. |
| **Article 40. Penalties for violations by investors who fail to fulfill commitments in their bid documents and project contracts after receiving preferential treatment as prescribed.** | Penalties for violations by investors who fail to fulfill commitments in their bid documents and project contracts after receiving incentives as stipulated in this Decree shall be applied as follows:**Conditions**. |
| **XV. PENALTY CLAUSES FOR VIOLATIONS AND NON-COMPLIANCE WITH CONTRACT OBLIGATIONS***(Based on current legal regulations, the approved investment plan, relevant project documents, and the results of contract negotiations, the parties will finalize this content.* | |

## PART III. SPECIFIC CONDITIONS OF THE CONTRACT

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| **Condition 1** | - Based on current legal regulations, the decision approving the investor selection results, and the contract negotiation results, the procuring entity shall finalize the following:*Concepts and terminology used in contracts*:<br>- In this contract template, the following terms are understood as follows:<br>+ *"Parties" refers to the Parties signing this Contract, including the Contracting Authority, the Investor/Technical Institution, and as stated in Section 2 of Part I: Documentsagreefavorable;*<br>+ *"Competent authority" is: ....;*<br>+ *"The contracting authority" is: ....;*<br>+ *"Investor": is....;*<br>+ ..... |
| **Condition 2** | Investing in the construction of a new urban area with modern architecture, appropriate urban functional spaces, and a complete and integrated infrastructure including social and economic infrastructure to meet the housing needs of local residents, workers in industrial zones, and other groups will contribute to social stability; acting as a driving force to accelerate socio-economic development, aiming to successfully implement the modernization strategy of Nghia Tru commune in particular and Hung Yen province in general. |
| **Condition 3** | - <u>*Investment scale:*</u><br>a) The project's land area is approximately 458,437 m².<br>b) Population size: approximately 12,576 people;<br>c) Scale of products and services offered:<br>+ Land for villas has an area of 41,137.0 m², a maximum height of 3 floors, a building density of 60%, and a total estimated construction floor area of 58,928 m²; Land for terraced houses has an area of 121,011.0 m² with a proposed construction area of 80,525 m², a maximum height of 4 floors, a building density of 80%, and a total estimated construction floor area of 257,681 m²; Land for high-rise commercial housing has an area of 19,623.0 m², a maximum height of 25 floors, a building density of 40%, an estimated number of 2,198 apartments, and a total estimated |

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| | construction floor area of 196,229 m²; The land for high-rise social housing covers an area of 32,405.0m², with a maximum height of 15 floors, a construction density of 40%, an estimated 2,145 apartments, and a total estimated construction floor area of 194,430m².<br>+ Public service land: Land for sports facilities has an area of 5,098.0m², a maximum height of 1 floor, a building density of 30%, and a total estimated floor area of 1,529m²; Land for cultural facilities has an area of 5,383.0m², a maximum height of 3 floors, a building density of 40%, and a total estimated floor area of 6,460m²; Land for medical facilities has an area of 1,382m², a maximum height of 3 floors, a building density of 40%, and a total estimated floor area of 1,658m².<br>+ Commercial and service land: Commercial and service building land 01 has an area of 1,988.0m², a maximum height of 3 floors, a building density of 40%, and a total estimated floor area of 2,386m²; Commercial and service building land 02 has an area of 14,996.0m², a maximum height of 4 floors, a building density of 80%, and a total estimated floor area of 32,128m².<br>+ School land: Land for kindergarten/preschool construction has an area of 7,978m², a maximum height of 3 floors, a building density of 40%, an estimated 647 students, and a total estimated floor area of 9,574m²; Land for primary school construction has an area of 9,276.0m², a maximum height of 3 floors, a building density of 40%, an estimated 841 students, and a total estimated floor area of 11,131m²; Land for secondary school construction has an area of 9,587.0m², a maximum height of 3 floors, a building density of 40%, an estimated 711 students, and a total estimated floor area of 11,504m².<br>+ The land designated for technical infrastructure has a total area of 3,731.0m², a maximum height of 2 floors, a building density of 40%, and a projected total construction floor area of 2,985m².<br>+ Develop integrated technical and social infrastructure within the project.<br>d. Land use structure, building density, land use coefficient, and proportion of different types of housing in the project: |

| STT | Function | Acreage ($m^2$) | Proportion (%) | Maximum floor height (floor) | Maximum building density (%) |
|---|---|---|---|---|---|
| **1** | **Land for public and service purposes.** | **11.863** | **2,59** | | |
| 1.1 | *Land for services - public - sports* | 5.098 | | 1 | 30 |
| 1.2 | *Land for services - public - cultural purposes* | 5.383 | | 3 | 40 |
| 1.3 | *Land for service - healthcare* | 1.382 | | 3 | 40 |
| **2** | **Commercial and Service Land** | **16.984** | **3,70** | | |
| 2.1 | *Commercial and Service Land (DV.01)* | 1.988 | | 3 | 40 |
| 2.2 | *Commercial and Service Land (DV.02)* | 14.996 | | 4 | 80 |
| 3 | School land | **26.841** | **5,85** | | |
| 3.1 | *Nursery - Kindergarten* | 7.978 | | 3 | 40 |
| 3.2 | *Elementary school* | 9.276 | | 3 | 40 |
| 3.3 | *Secondary School* | 9.587 | | 3 | 40 |
| **4** | **Land for villas** | **41.137** | **8,97** | **3** | **60** |
| **5** | **Land for high-rise buildings** | **52.028** | **11,35** | | |
| 5.1 | High-rise residential land - Social housing (OM - 01) | 12.083 | | 15 | 40 |
| 5.2 | High-rise | 11.250 | | 15 | 40 |

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| | residential land - Social housing (OM - 02) | | | | |
| 5.3 | High-rise residential land - Social housing (OM - 03) | 9.072 | | 15 | 40 |
| 5.4 | High-rise residential land - Social housing (OM - 04) | 19.623 | | 25 | 40 |
| **6** | **Adjacent land** | **121.011** | **26,4** | **4** | **80** |
| **7** | **Land for technical infrastructure** | **3.731** | **0,81** | **2** | **40** |
| **8** | **Green spaces - Sports facilities - Water features** | **83.562** | **18,32** | **1** | **5** |
| **9** | **Land for transportation and parking.** | **101.280** | **22,09** | | |
| | **Total** | **458.437** | **100** | | |

e. Expected scale of investment for the construction project:

The project involves the synchronized investment in construction works according to the detailed plan proposed by the investor, based on compliance with the indicators of the adjusted zoning plan at a scale of 1/2000 for the Long Hung Land - Van Giang New Urban Area - Zone B, which was approved by the People's Committee of Hung Yen province in Decision No. 383/QD-UBND dated February 6, 2024, on a planned project land area of 458,437 m².

Area of land for low-rise housing construction: 162,148 m² (accounting for 35.37%). Of which:

+ The villa area covers approximately 41,137 m² (land plot designations OM-06 and OM-07), comprising multiple land parcels, each divided into several plots with widths ranging from 8.0m to 15.0m and lengths from 10.0m to 20.0m; a total of

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| | approximately 103 villas, with a maximum building density of 60%, a maximum building height of 3 floors, and villa units with land areas of 160m² or more.<br>+ The terraced housing area covers approximately 121,011 m² (land plot designations OM-05, OM-08, OM-09 to OM-16), comprising numerous land parcels, each divided into several plots with a typical frontage width of 6.0m and lengths ranging from 15.0m to 20.0m; a total of approximately 790 terraced houses, with a building density of 80%, a maximum building height of 4 floors, and an average land area of 96 to 250 m² for each terraced house.<br>- Area of land for high-rise residential construction: 52,028 m² (accounting for 11.35%). Of which:<br>+ The commercial high-rise land plot has an area of 19,623.0m² (land plot code OM-04); with a maximum height of 25 floors; a building density of 40%; a total projected construction floor area of 196,229m², and a projected number of 2,198 apartments. The functions of the floors are as follows: The basement is projected to be 41,208 m² (3 floors) for parking with a building density of 70%; floors 1 and 2 are for commercial services; floor 3 is for office space for rent; floors 4 to 25 are for residential apartments, with a total of approximately 2,198 apartments (average apartment area of 55m²).<br>+ Land for high-rise social housing has an area of 32,405.0 m² (lot designation OM-01 to...)ABOUT-03), with a maximum height of 15 floors, a building density of 40%; the total expected construction floor area is 194,430m², and the expected number of apartments is 2,145. The functions of the floors are as follows: The basement is expected to be 12,962m² (1 floor) for parking with a building density of 40%; the first floor is for commercial services, the second floor is for parking, and floors 3 to 15 are for residential apartments, with a total of approximately 2,145 residential apartments (average apartment area of 55m²).<br>*Note: The area of apartments and low-rise houses will be determined more accurately after the project's basic design, technical design, and construction drawings have been approved by the competent authority.* |

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| | - The land for public services has a total area of 11,863.0 m², specifically as follows:<br>+ The land designated for sports facilities has an area of 5,098.0 m² (land plot code CC.01), with a maximum height of 1 floor, a building density of 30%, and a total estimated construction floor area of 1,529 m²;<br>+ The land designated for cultural facilities has an area of 5,383.0 m² (land plot code CC.02), with a maximum height of 3 floors, a building density of 40%, and a total projected construction floor area of 6,460 m²;<br>+ The land designated for medical facilities has an area of 1,382 m² (land plot code CC.03), with a maximum height of 3 floors, a building density of 40%, and a total projected floor area of 1,658 m².<br>- Commercial and service land has a total area of 16,984.0 m², specifically as follows:<br>+ Commercial and service building land with an area of 1,988.0 m² (land plot code DV.01); maximum height of 3 floors, building density of 40%; total expected construction floor area of 2,386 m².<br>+ Commercial and service building land with an area of 14,996.0 m² (land plot code DV.02), maximum height of 4 floors, building density of 80%, total expected construction floor area of 32,128 m².<br>The school land has a total area of 26,841.0 m², specifically as follows:<br>+ The land for the kindergarten/preschool building has an area of 7,978 m² (designated as plot TMN), with a maximum height of 3 floors, a building density of 40%, an estimated 647 students, and an estimated construction floor area of 9,574 m².<br>+ The land for the primary school building has an area of 9,276.0 m² (land plot code TH); with a maximum height of 3 floors, a building density of 40%, an estimated 841 students, and an estimated construction floor area of 11,131 m².<br>+ The land for the secondary school building has an area of 9,587.0 m² (land plot code: Secondary School); maximum height |

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| | of 3 floors, building density of 40%, expected 711 students, expected construction floor area of 11,504 m².<br>- Investment in the construction of public works (cultural); transportation, technical infrastructure, green spaces, water bodies, and sports facilities: Investors are responsible for constructing the project components according to the approved zoning plan; handing over the land used for the construction of public works (cultural); transportation, technical infrastructure, green spaces, water bodies, and sports facilities to the local government for management after construction, so that a plan can be developed to serve the public needs of the people in accordance with the law. |
| **Condition 4** | *(Based on current legal regulations, the approved investment plan, relevant project documents, and contract negotiation results, the parties shall finalize this content.)* |
| **Condition 6.1** | *(Based on current legal regulations, the approved investment plan, relevant project documents, and contract negotiation results, the parties shall finalize this content.)* |
| **Condition 6.1(a)** | *(Based on current legal regulations, the approved investment plan, relevant project documents, and contract negotiation results, the parties shall finalize this content.)* |
| **Condition 6.1(b)** | *(Based on current legal regulations, the approved investment plan, relevant project documents, and contract negotiation results, the parties shall finalize this content.)* |
| **Condition 7.2** | *(Based on current legal regulations, the approved investment plan, relevant project documents, and contract negotiation results, the parties shall finalize this content.)* |
| **Condition 9** | *(Based on current legal regulations, the approved investment plan, relevant project documents, and contract negotiation results, the parties shall finalize this content.)* |
| **Condition 10** | *(Based on current legal regulations, the approved investment plan, relevant project documents, and contract negotiation results, the parties shall finalize this content.)* |

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| **Condition 11** | *(Based on current legal regulations, the approved investment plan, relevant project documents, and contract negotiation results, the parties shall finalize this content.)* |
| **Condition 14.1** | *(Based on current legal regulations, the approved investment plan, relevant project documents, and contract negotiation results, the parties shall finalize this content.)* |
| **Condition 14.2** | *(Based on current legal regulations, the approved investment plan, relevant project documents, and contract negotiation results, the parties shall finalize this content.)* |
| **Condition 15** | - In the event that land allocation is delayed compared to the approved plan, upon the request of the Investor/Technical Institution, Competent Authority review and approve adjustments to the project implementation schedule in accordance with legal regulations. In this case, the parties must prepare an addendum to the contract before implementation.<br>*- [Other details to be negotiated by the parties]* |
| **Condition 16.3** | *(Based on current legal regulations, the approved investment plan, relevant project documents, and contract negotiation results, the parties shall finalize this content.)* |
| **Condition 17** | *(Based on current legal regulations, the approved investment plan, relevant project documents, and contract negotiation results, the parties shall finalize this content.)* |
| **Condition 19** | *(Based on current legal regulations, the approved investment plan, relevant project documents, and contract negotiation results, the parties shall finalize this content.)* |
| **Condition 20.1** | Contract performance guarantee: Investors may submit a performance guarantee letter to ensure their fulfillment of the contract. The performance guarantee letter must be prepared according to Form No. 14, Part 3 – Draft Contract and Contract Forms of the bidding documents, or another form that includes all the basic contents of a performance guarantee approved by the competent authority.<br>*(Investors must submit a guarantee letter from a credit institution or a branch of a foreign bank established under Vietnamese law.)* |

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| **Condition 20.2** | The value of a performance guarantee:**160,969,852,000 VND***(In words: One hundred sixty billion nine hundred sixty-nine million eight hundred fifty-two thousand dong./.).* |
| **Condition 20.3** | The selected investor must provide a performance guarantee before or at the same time the contract becomes effective. |
| **Condition 22** | *(Based on current legal regulations, the approved investment plan, relevant project documents, and contract negotiation results, the parties shall finalize this content.)* |
| **Condition 24.4** | 1. The investor commits to reimbursing the costs incurred in the selection process for the project investor as stipulated in Articles 5 and 6 of Circular No. 08/2022/TT-BTC dated February 9, 2022.<br>*2. Other requirements finalized by the parties during contract negotiations.* |
| **Condition 26** | *(Based on current legal regulations, the approved investment plan, relevant project documents, and contract negotiation results, the parties shall finalize this content.)* |
| **Condition 27.1** | *(Based on current legal regulations, the approved investment plan, relevant project documents, and contract negotiation results, the parties shall finalize this content.)* |
| **Condition 27.2** | *(Based on current legal regulations, the approved investment plan, relevant project documents, and contract negotiation results, the parties shall finalize this content.)* |
| **Condition 27.3** | *(Based on current legal regulations, the approved investment plan, relevant project documents, and contract negotiation results, the parties shall finalize this content.)* |
| **Condition 29** | *(Based on current legal regulations, the approved investment plan, relevant project documents, and contract negotiation results, the parties shall finalize this content.)* |
| **Condition 30** | *(Based on current legal regulations, the approved investment plan, relevant project documents, and contract negotiation results, the parties shall finalize this content.)* |
| **Condition 31** | *(Based on current legal regulations, the approved investment plan, relevant project documents, and contract negotiation results, the parties shall finalize this content.)* |

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| **Condition 32** | *(Based on current legal regulations, the approved investment plan, relevant project documents, and contract negotiation results, the parties shall finalize this content.)* |
| **Condition 33** | *(Based on current legal regulations, the approved investment plan, relevant project documents, and contract negotiation results, the parties shall finalize this content.)* |
| **Condition 37** | *(Based on current legal regulations, the approved investment plan, relevant project documents, and contract negotiation results, the parties shall finalize this content.)* |
| **Condition 38.1** | *(Based on current legal regulations, the approved investment plan, relevant project documents, and contract negotiation results, the parties shall finalize this content.)* |
| **Condition 38.2** | *(Based on current legal regulations, the approved investment plan, relevant project documents, and contract negotiation results, the parties shall finalize this content.)* |
| **Condition 38.3** | *(Based on current legal regulations, the approved investment plan, relevant project documents, and contract negotiation results, the parties shall finalize this content.)* |
| **Condition 39** | *(Based on current legal regulations, the approved investment plan, relevant project documents, and contract negotiation results, the parties shall finalize this content.)* |
| **Condition 40** | *(Based on current legal regulations, the approved investment plan, relevant project documents, and contract negotiation results, the parties shall finalize this content.)* |

**Form No. 13**

## LETTER OF APPROVAL OF BIDDING DOCUMENTS AND AWARD OF CONTRACT

(Location), Date ____ Month ____ Year ____

Dear: ____*[Name and address of the winning bidder]*(hereinafter referred to as the Investor)

Regarding:*Notification of bid acceptance and contract award.*

Based on the Decisionnumber___ day___ *[Record the number and date of the decision approving the results of the investor selection]* belong to ____ *[Name of authorized person]*(hereinafter referred to as the Competent Authority) regarding the approval of the investor selection results for the project.case____*[Name of project]*, ____*[Name of the procuring entity]*(hereinafter referred to as the Contracting Authority) hereby announces that the competent authority has approved the bid documents and awarded the contract to the Investor to implement the project ____*[Name of project]*with contract information as ____*[Record the following information:]*

*a) For mixed-use urban development projects and rural residential area projects, record the following information:*

*- The percentage of revenue contributed to the state budget.*

The Investor's legal representative is requested to negotiate, finalize, and sign the contract with the competent authority and the procuring entity according to the following plan:

- Contract completion time: ____*[Record the time of negotiations and contract completion]*, at the locationpoint_____*[Specify the location where the contract will be finalized]*, enclosed with the draft contract.

- Contract signing date: ____*[Record the date of contract signing]*at location ___*[Specify the location where the contract was signed].*

We request that the Investor provide a performance guarantee in accordance with Form No. 14, Part 3 – Draft Contract and Contract Forms of the bidding documents, with an amount of ___ and a validity period of ___.*[Indicate the amount and validity period as stipulated in Section 36.1 of the BDS].*

This document is an integral part of the contract dossier. Upon receiving this document, the Investor must provide written consent to negotiate, finalize, and sign the contract and implement the contract performance guarantee as required above, in which the Investor must commit that its current capacity still meets the requirements stated in the bidding documents. The competent authority will refuse to negotiate, finalize, and sign the contract with the Investor if it is found that the Investor's current capacity does not meet the requirements for project implementation.

If you comeday___ *[Specify the date, within 30 days from the date of issuance of the notification of acceptance of the bid and award of the contract]*If the Investor fails to negotiate, finalize, or sign the contract, or fails to provide a performance guarantee as required above, the Investor will be disqualified and will not receive back the bid security.

**Legal representative of the procuring entity**

*[Name, title, signature, and seal (if applicable)]*

**Form No. 14**

## CONTRACT PERFORMANCE GUARANTEE[1]

(Location), Date ____ Month ____ Year ____

**Dear:**_____ *[Name of the competent authority signing the contract]*

(hereinafter referred to as the Contract Signing Authority)

As requested by ____*[Name of investor]*is the investor selected to carry out the ____ project.*[Name of project]*(hereinafter referred to as the Investor) and commits to signing a contract to implement the above-mentioned project (hereinafter referred to as the Contract); [2]

According to the regulations in the bidding documents.*(or contract)*The investor must submit a bank guarantee to the competent authority for a specified amount to secure their obligations and responsibilities in fulfilling the contract;

We, ____ *[Name of bank]* live ____ *[Name of country or territory]*registered office located at ____*[Enter the bank's address][3]*]I hereby guarantee the Investor's performance of this Contract with the amount of ____*[Specify the value in numbers, words, and currency as required by Section 36.1]**BDS***].

We undertake to make an unconditional and irrevocable payment to the Contracting Authority of a sum or sum totaling one amount.To be___ *[written in words] [written in numbers]*As stated above, when there is a written notice from the competent authority notifying the Investor of a breach of contract within the validity period of the performance guarantee.

This guarantee is valid from _____ until ____ .[4]

**Legal representative of the bank**

*[Name, title, signature, and seal]*

***Note:***

(1) This only applies in cases where the contract performance guarantee is a bank guarantee or credit institution guarantee.

(2) If the guaranteeing bank or credit institution requires a signed contract before issuing the guarantee, the procuring entity will report to the competent authority that signed the contract for consideration and decision. In this case, the above paragraph can be amended as follows:

"As requested by ____"*[Name of investor]*is the winning bidder for the ____ project.*[Name of project]* ((hereinafter referred to as the Investor) has signed contract

number ____*[Enter contract number]*Date ____ Month ____ Year ____ (hereinafter referred to as the Contract)."

(3) Bank or credit institution address: clearly state the address, telephone number, fax number,e-mailto contact.

(4) Record the time limit in accordance with the requirements specified in Section 36.1**BDS**.