

# BIDDING DOCUMENT

**Reference number:**

Consulting services

**Procurement of:**

International consultancy to develop "Development strategy of Vietnam Maritime Corporation - JSC to 2030, vision to 2035: Developing and implementing solutions to realize the vision"

**Name of the project:**

Development strategy of Vietnam Maritime Corporation - JSC to 2030, vision to 2035: Developing and implementing solutions to realize the vision

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**EMPLOYER  
PP. PRESIDENT  
VICE PRESIDENT**



**Pham Anh Tuan**

**PROCURING ENTITY  
PP. DIRECTOR  
VICE DIRECTOR**



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## **TABLE OF CONTENTS**

Summary

Abbreviations

### **PART 1 – BIDDING PROCEDURES**

Section I. Instructions to bidders (ITB)

Section II. Bid data sheet (BDS)

Section III. Evaluation criteria

Section IV. Bidding Forms

### **PART 2. TERMS OF REFERENCE**

Section V. Terms of Reference (TOR)

### **PART 3. CONDITIONS OF CONTRACT AND CONTRACT FORMS**

Section VI. General conditions of contract (GCC)

Section VII. Special conditions of contract (SCC)

Section VIII. Contract forms

## **SUMMARY**

### **PART 1 – BIDDING PROCEDURES**

#### **Section I. Instructions to bidders**

This Section provides information to help bidders prepare their bids. Information is provided on the preparation, submission, opening, and evaluation of bids and on the award of contracts.

#### **Section II. Bid data sheet**

This Section includes provisions that are specific to each procurement and that supplement Section I.

#### **Section III. Evaluation criteria**

This Section specifies the criteria to evaluate bids and the qualification of bidders.

#### **Section IV. Bidding Forms**

This Section includes the forms to be completed and submitted by the bidder as part of its bid.

### **PART 2. TERMS OF REFERENCE**

#### **Section V. Terms of Reference**

This Section describes the package, scope of services, lists the expected deliverables, details on the required qualifications of the key experts; responsibilities of the Procuring entity.

### **PART 3. CONDITIONS OF CONTRACT AND CONTRACT FORMS**

#### **Section VI. General conditions of contract**

This Section includes the general clauses to be applied in all contracts.

#### **Section VII. Special conditions of contract**

This Section contains contract data and Special conditions of contract (SCC) which contains provisions specific to each contract. The contents of this Section modify or supplement but do not replace the General conditions of contract.

#### **Section VIII. Contract forms**

This Section contains forms that, once completed, become a constituent part of the contract.

## ABBREVIATIONS

ITB	Instructions to Bidders
BDS	Bid data sheet
GCC	General conditions of contract
SCC	Special conditions of contract
TOR	Terms of Reference
VND	Vietnamese dong
USD	US dollars
VNEPS	National e-procurement system ( <a href="https://muasamcong.mpi.gov.vn">https://muasamcong.mpi.gov.vn</a> )
PPL	Public Procurement Law No. 43/2013/QH13 dated 26 November 2013
Decree No. 63/2014/ND-CP	Decree No. 63/2014/NĐ-CP dated 26 June 2014 detailing a number of articles of the Public Procurement Law regarding contractor selection

## Part 1. BIDDING PROCEDURES

### Section I. INSTRUCTIONS TO BIDDERS

<b>1. Scope of bid</b>	<p>1.1. The Procuring Entity, as specified in the <b>BDS</b>, issues this bidding document for the provision of consulting services based on a two-envelope bidding process.</p> <p>1.2. The names of the package and project are specified in the <b>BDS</b>.</p>
<b>2. Source of funds</b>	<p>The source of funds (or financing arrangement) is specified in the <b>BDS</b>.</p>
<b>3. Prohibited practices</b>	<p>3.1. Offering, receiving or brokering a bribe.</p> <p>3.2. Abusing one's position and power to illegally intervene in procurement.</p> <p>3.3. Collusion, including the following practices:</p> <ul style="list-style-type: none"><li>a) Agreeing to withdraw from tendering, or to withdraw the submitted tender so that a party or parties involved in the tender rigging can win the contract;</li><li>b) Agreeing to let a party or parties prepare tenders for others in order for a party to win the contract;</li><li>c) Refusing to sign sub-contracting agreements, or causing other difficulties to those who are not involved in the collusive arrangement.</li></ul> <p>3.4. Frauds, including the following practices:</p> <ul style="list-style-type: none"><li>a) Intentionally making misrepresentations or distorting information, or documents of a party with a view to obtaining financial gains or other benefits, or to avoiding an obligation;</li><li>b) Any individual directly involved in evaluating bids, appraising the bidder selection who intentionally misreports or provides untruthful information to distort the result of bidder selection;</li><li>c) Bidders making intentional misrepresentations in their tenders to distort the contract award.</li></ul> <p>3.5. Obstruction, including the following practices:</p> <ul style="list-style-type: none"><li>a) Destroying, deceiving, altering, or concealing of evidence or</li></ul>

misrepresenting; threatening, harassing, or suggesting to any party in order to impede investigations on giving, accepting, or brokering a bribe or collusive practices with the oversight bodies;

b) Obstructive practices against the bidders and oversight bodies.

3.6. Failing to ensure fairness, and transparency, including the following practices:

a) Being a bidder participating in the procurement for which it is the procuring entity, the employer or performs the tasks of the procuring entity, the employer;

b) Being directly involved in the bidder selection process as a member of procuring entity or of the employer, or being involved as a member of the evaluation team or selection result appraisal team for procurement packages in which their natural father or mother, or father or mother in law, or spouse, natural child, adopted child, son or daughter in law, or natural brother(s) or sister(s) participates as a bidder or the legal representative of a bidder;

c) Being the representative of a bidder participating in the procurement under a project administered by his/her former employer within 12 months of his/her resignation.

3.7. Divulging or receiving the following information or documents on the procurement process, except for circumstances stipulated in paragraph b, item 7 of Article 73, item 12 of Article 74, paragraph i, item 1 of Article 75, item 7 of Article 76, item 7 of Article 78, paragraph d, item 2 of the Law on Public Procurement:

a) Contents of the bidding document prior to the official publication;

b) Contents of bids, minutes of evaluation meetings, and comments on each tender before the contract award;

c) Request for clarification of tenders and responses as part of the evaluation process prior to the contract award;

d) Reports made by the procuring entity and the evaluation team, appraisal reports, reports of the consultant, or related agencies in the bidder selection process prior to publication of

	<p>contract award;</p> <p>đ) Contract award prior to the publication as required;</p> <p>e) Other relevant documentation that is marked ‘confidential’ in accordance with the laws.</p> <p>3.8. Contract transfer, including the following practices:</p> <p>a) The bidder transfers to another bidder a portion of the procurement amounting to 10% or higher, or less than 10% of the signed contract price but exceeding 50 billion VND (after deducting the portion of works under the responsibility of the subcontractors).</p> <p>b) The employer or supervision consultant agrees to allow the bidder to transfer the works for which the bidder is responsible, except the portion of works under the responsibility of the subcontractors specified in the signed contract.</p>
<p><b>4. Eligible bidders</b></p>	<p>4.1. Having a valid establishment, business registration license, or other equivalent documents.</p> <p>4.2. Having financially autonomous status.</p> <p>4.3. Neither being in the process of dissolution or revocation nor being subject to any determination of insolvency as regulated by the laws of the country of business registration.</p> <p>4.4. Ensuring fair competition as specified in the <b>BDS</b>.</p> <p>4.5. Not be under suspension from tendering in any country or territory.</p> <p>4.6. Having registered on VNEPS before the approval of the bidder selection. Registration is carried out in accordance with the instructions on VNEPS.</p> <p>4.7. A foreign bidder participating in an international bidding in Vietnam shall have to associate, either in form of a joint venture or subcontracting, with domestic bidders, except when domestic bidders are not capable of executing any portion of the procurement package.</p>
<p><b>5. Sections of the bidding document</b></p>	<p>5.1. The bidding document consists of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any addenda or clarification issued in accordance with ITB 6 and ITB 7:</p> <p><b>Part 1. Bidding procedures:</b></p>

	<ul style="list-style-type: none"> <li>- Section I. Instructions to bidders</li> <li>- Section II. Bid data sheet</li> <li>- Section III. Evaluation criteria</li> <li>- Section IV. Bidding forms</li> </ul> <p><b>Part 2. Terms of Reference:</b></p> <ul style="list-style-type: none"> <li>- Section V. Terms of Reference</li> </ul> <p><b>Part 3. Conditions of contract and contract forms:</b></p> <ul style="list-style-type: none"> <li>- Section VI. General conditions of contract</li> <li>- Section VII. Special conditions of contract</li> <li>- Section VIII. Contract forms</li> </ul> <p>The bid notice published on VNEPS by the Procuring Entity shall not be considered part of the bidding document.</p> <p>5.2. Unless published by the Procuring Entity in VNEPS, the Procuring Entity is not responsible for the completeness of the bidding document, responses to requests for clarification, the minutes of the pre-bid meeting (if any), or addenda to the bidding document in accordance with ITB 7. Documents published by the Procuring Entity on VNEPS will be the basis for consideration and evaluation.</p> <p>5.3. The bidder is expected to examine all contents of the bidding document, including amendments and clarifications, pre-bid meeting minutes (if any), and to prepare its bid as required by the bidding document.</p>
<p><b>6. Clarification of bidding document</b></p>	<p>6.1. A bidder requiring any clarification of the bidding document shall contact the Procuring Entity in writing or on VNEPS no later than 05 working days prior to the deadline for submission of bids. The Procuring Entity will publish on VNEPS its response to any request for clarification no later than 02 working days prior to the deadline for submission of the bid, including a description of the inquiry but without identifying its source. Should the clarification result in amendments to the bidding document, the Procuring Entity shall amend the bidding document following the procedure under ITB 7.</p> <p>6.2. If so specified in the <b>BDS</b>, the Procuring Entity will hold a</p>



	<p>pre-bid meeting as needed for discussion of the elements of the bidding document that are deemed unclear to the bidders; the Procuring Entity shall publish the invitation on VNEPS. The content of the exchange between the Procuring Entity and the Bidder shall be made in writing and included in the minutes of the pre-bid meeting, as part of the clarification the of bidding document published on VNEPS within 02 days from the end of the pre-bid meeting. A bidder shall not be disqualified for failing to attend the pre-bid meeting or for failing to produce documentation establishing their attendance at the pre-bid meeting.</p> <p>6.3. If the bidding document needs to be amended as a result of the pre-bid meeting, the Procuring Entity will publish an addendum in accordance with ITB 7. The minutes of the pre-bid meeting is not an addendum.</p>
<p><b>7. Amendment of bidding document</b></p>	<p>7.1. The Procuring Entity may amend the bidding document prior to the deadline for submission of bids.</p> <p>7.2. Any addendum issued shall be part of the bidding document and shall be published on VNEPS as one of the following:</p> <ul style="list-style-type: none"> <li>- A decision to amend to bidding document, including amendments;</li> <li>- A decision to amend to bidding document and an amended bidding document. The amended bidding document shall highlight amendments.</li> </ul> <p>7.3. The decision to amend the bidding document shall be published no later than 15 working days prior to the deadline for submission of bids. Otherwise, the Procuring Entity shall extend the deadline for the submission of bids accordingly.</p> <p>7.4. A bidder is expected to keep itself aware of any amendment of the bidding document and extension of the deadline for submission of bids (if any) as it prepares its bid.</p> <p>7.5. To give prospective bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 18.2.</p>

<p><b>8. Cost of bidding</b></p>	<p>The Bidder shall bear all costs associated with its participation. The Procuring Entity shall not be responsible or liable for those costs.</p>
<p><b>9. Language of bid</b></p>	<p>The bid, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring Entity, shall be written in the language specified in the <b>BDS</b>. Supporting documents that are part of the bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified in the <b>BDS</b>. Where the translation is absent, the Procuring Entity may request the bidder to complete it, if necessary. The bidder is responsible for discrepancies between the original and the translation of the document (if any).</p>
<p><b>10. Documents comprising the bid</b></p>	<p>The bid shall comprise the Technical Part and the Financial Part.</p> <p>10.1. The Technical Part shall contain:</p> <ul style="list-style-type: none"> <li>a) Letter of bid - Technical Part: prepared in accordance with ITB 11;</li> <li>b) Documentary evidence in accordance with ITB 16.3 establishing the eligibility of the signatory of the bid;</li> <li>c) Joint venture agreement in accordance with Form No. 03 Section IV – Bidding forms, in the case of the bid being submitted by a joint venture;</li> <li>d) Documentary evidence in accordance with ITB 4 establishing the bidder’s eligibility to bid;</li> <li>dd) Technical proposal in accordance with ITB 14.</li> </ul> <p>10.2. The Financial Part shall contain the following:</p> <ul style="list-style-type: none"> <li>a) Letter of bid – Financial part: prepared in accordance with ITB 11;</li> <li>b) Financial proposal and schedules: prepared in accordance with ITB 11 and ITB 12.</li> </ul> <p>10.3. Any other document required in the <b>BDS</b>.</p>
<p><b>11. Letter of bid and forms</b></p>	<p>The bidder shall prepare the Letter of bid – Technical Part, and Letter of bid – Financial Part using the relevant forms furnished in Section IV - Bidding forms. The forms shall be</p>

	completed.
<b>12. Bid prices and discounts</b>	<p>12.1 The prices quoted by the bidder in the Letter of bid - Financial Part shall be the total price of the bid, excluding any discounts offered.</p> <p>Bidders wishing to offer discounts shall specify them in a separate letter of discount or the Letter of bid - Financial Part. The letter of discount may be submitted with the Financial Part or separately and shall be received by the Procuring Entity before the deadline for submission of bids. In the former case, the list of Financial Part components shall indicate the letter of discount. In the latter case, the letter of discount shall be placed in a sealed envelope clearly marked "Letter of discount" (the sealing is specified by the bidder) in accordance with ITB 17.2 and ITB 17.3. The letter of discount will be held in the safe custody of the Procuring Entity as part of the bid and opened together with the Financial Part. If the discount is applied, the bidder shall clearly specify the price reductions and the methodology for their application on specific items listed in the Financial Part. If the methodology is not specified, the price reductions will be applied proportionally for all items listed in the Financial Part.</p> <p>12.2. The breakdown of remuneration for experts shall be carried out in accordance with the <b>BDS</b>.</p> <p>12.3. In the case of fixed price method, the bid price cannot be greater than the cost of implementation specified in the <b>BDS</b>.</p>
<b>13. Currencies of bid and payment</b>	<p>13.1. The currency(ies) of the bid and the currency(ies) of payments shall be the same as specified in the <b>BDS</b>. The bidder shall quote in one currency for each item.</p> <p>13.2. The bidder shall quote in VND the portion of the bid price that corresponds to expenditures incurred in Vietnam. The bidder shall quote in the currency(ies) specified in ITB 13.1 the portion of the bid price that corresponds to expenditures incurred outside Vietnam.</p>
<b>14. Technical proposal</b>	<p>14.1. The Technical proposal shall not include any financial information. If the Technical proposal contains material financial information, the bidder is liable for the disadvantages (if any) caused by the disclosure of such financial information in the Technical proposal.</p> <p>14.2. The bidder shall not propose alternative key experts.</p>

	<p>Only one CV shall be submitted for each key expert position.</p> <p>14.3. In the case of a time-based contract, if so required in the bidding documents, the time input of key experts shall be no less than that specified in the <b>BDS</b>.</p>
<p><b>15. Period of validity of bids</b></p>	<p>15.1. Bids, including Technical Part and Financial Part, shall not be valid for less time than that which is specified in the <b>BDS</b>. A Technical Part or Financial Part with a shorter validity term shall not be considered further.</p> <p>15.2. In exceptional circumstances, prior to the expiry of the bid validity, the Procuring Entity may request bidders to extend the period of validity of their bids (including Technical Part and Financial Part). If the bidder does not grant the request, its bid will be rejected. The bidder granting the request shall not be permitted to modify its bid. The request and the responses shall be made in writing.</p>
<p><b>16. Format and signing of bid</b></p>	<p>16.1. The bidder shall prepare the bid, including 01 original Technical Part and 01 original Financial Part, in accordance with ITB 10. In addition, the bidder shall submit copies of the bid in the number specified in the <b>BDS</b>. These envelopes shall be marked “ORIGINAL TECHNICAL PART”, “ORIGINAL FINANCIAL PART”, “COPIES: TECHNICAL PART”, and “COPIES: FINANCIAL PART”.</p> <p>The bidder wishing to modify or substitute its bid shall prepare 01 original and copies of the modification or substitution in the number specified in the <b>BDS</b>. The out envelopes shall be marked “ORIGINAL: TECHNICAL PART MODIFICATION”, “ORIGINAL: FINANCIAL PART MODIFICATION”, “COPIES: TECHNICAL PART MODIFICATION”, “COPIES: FINANCIAL PART MODIFICATION”, “ORIGINAL: TECHNICAL PART SUBSTITUTION”, “ORIGINAL: FINANCIAL PART SUBSTITUTION”, “COPIES: TECHNICAL PART SUBSTITUTION”, “COPIES: FINANCIAL PART SUBSTITUTION”.</p> <p>Bidders shall mark as “CONFIDENTIAL” information in their Bids that is confidential to their business. This may include proprietary information, trade secrets, or sensitive</p>

	<p>information.</p> <p>16.2. The bidder shall be responsible for the consistency between the original and the copies of the bid. In the case of inconsistency without resulting in a different ranking of bidders, the bid evaluation will be based on the original. Otherwise, the bidder's bid will be rejected.</p> <p>16.3. The original and all copies of the bid shall be typed or written in indelible ink and continuously numbered. The letter of bid, letter of discounts (if any), addenda, price schedules, and other forms as specified in Section IV – Bidding forms shall be signed by the legitimate representative (i.e. the legal representative or a person duly authorized by the legal representative) and sealed (if applicable). In the case of authorization, the bidder shall submit in its bid a power of attorney in accordance with Form No. 02 of Section IV - Bidding forms, or a copy of the bidder's charter, a certified branch establishment decision, or other documents establishing the authority of the authorized person.</p> <p>16.4. In case the bidder is a JV, the bid shall be signed by the legal representative of each JV member or an authorized representative of the JV on behalf of the JV under the JV agreement. So as to be legally binding on all the members, the JV agreement shall be signed by their legal representatives.</p> <p>16.5. Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed on the same page by the person signing the bid.</p>
<p><b>17. Sealing and marking of bids</b></p>	<p>17.1. The Technical Part envelope includes 01 original and copies of Technical Part, and is marked “TECHNICAL PART”. The Financial Part envelope includes 01 original and copies of Financial Part, and is marked “FINANCIAL PART”.</p> <p>The bidder wishing to modify or substitute its Technical Part and/or Financial Part shall prepare the corresponding modification or substitution (including original and copies) in separate envelopes marked “TECHNICAL PART MODIFICATION”, “TECHNICAL PART SUBSTITUTION”, “FINANCIAL PART MODIFICATION”, “FINANCIAL PART SUBSTITUTION”.</p> <p>Technical Part, Financial Part, modifications, or substitutions (if any) envelopes shall be sealed as specified by the bidder.</p>

	<p>17.2. All inner and outer envelopes shall:</p> <ul style="list-style-type: none"> <li>a) bear the name and address of the bidder;</li> <li>b) be addressed to the Procuring Entity in accordance with ITB 18.1;</li> <li>c) bear the name of this procurement indicated in ITB 1.2;</li> <li>d) bear a warning “Not to open before the time and date for opening Technical Part” on the Technical Part envelope and its modification or substitution (if any); “Not to open before the time and date for opening Financial Part” on the Financial Part envelope and its modification or substitution (if any).</li> </ul> <p>17.3. The Bidder shall be responsible for consequences or disadvantages resulting from its failure to comply with the provisions of this bidding document, such as misplacement or absence of bid seals during the submission to the Procuring Entity, or failing to mark the envelopes as specified in ITB 17.1 and ITB 17.2. The Procuring Entity assumes no responsibility for the confidentiality of the bid if the bidder fails to comply with the above provisions.</p>
<p><b>18. Deadline for submission of bids</b></p>	<p>18.1. The bidder shall submit its bid as specified in the <b>BDS</b>, ensuring its bid shall be received by the Procuring Entity no later than the deadline for submission specified in the <b>BDS</b>.</p> <p>18.2. The Procuring Entity may extend the deadline for the submission of bids by amending the bidding document in accordance with ITB 7, in which case all rights and obligations of the Procuring Entity and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p>
<p><b>19. Late bids</b></p>	<p>Any bid received by the Procuring Entity after the deadline for submission of bids shall be unopened, declared invalid, and rejected. Any documents submitted by the bidder after the deadline for submission of bids that amend and/or supplement the submitted bid are deemed invalid, except for those providing clarification of the bid at the request of the Procuring Entity or establishing the eligibility and qualifications of the bidder as specified in ITB 26.1 and ITB 26.3.</p>
<p><b>20.</b></p>	<p>20.1. A bidder may withdraw, substitute, or modify its bid</p>

<p><b>Withdrawal, substitution, and modification of bids</b></p>	<p>after it has been submitted by sending a written notice, duly signed by a legal representative, and shall include a copy of the authorization, if applicable, in accordance with ITB 16.3. The corresponding substitution or modification of the bid shall accompany the respective written notice. All notices shall be:</p> <p>a) prepared and submitted in accordance with ITB 16 and ITB 17, and in addition, the respective envelopes shall be clearly marked “TECHNICAL PART MODIFICATION”, “FINANCIAL PART MODIFICATION”, “TECHNICAL PART SUBSTITUTION”, “FINANCIAL PART SUBSTITUTION”, “TECHNICAL PART SUBSTITUTION”, or “WITHDRAWAL”;</p> <p>b) received by the Procuring Entity prior to the deadline for submission of bids in accordance with ITB 18.1.</p> <p>20.2. Bids requested to be withdrawn in accordance with ITB 20.1 shall be returned unopened to the bidders.</p> <p>20.3. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Letter of bid, or any extension thereof.</p>
<p><b>21. Opening of Technical Parts of bids</b></p>	<p>21.1. Except as in the cases specified in ITB 19 and ITB 20, the Procuring Entity shall publicly open and read out the information specified in ITB 21.5(b) and ITB 21.5(c) of all Technical Parts of bids received by the deadline for submission of bids. The opening of Technical Parts is carried out at the date, time, and place specified in the <b>BDS</b> in the presence of bidders’ designated representatives and relevant entities. The opening of the Technical Parts is independent of the presence or absence of the bidder's representatives.</p> <p>21.2. First, the written notice of withdrawal in the envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at the opening of Technical Parts. Otherwise, the withdrawn Technical Parts will be opened as specified in ITB 21.5.</p> <p>21.3. Next, envelopes marked “TECHNICAL PART</p>

SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Technical Part being substituted, and the substituted Technical Part shall not be opened, but returned to the bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at the opening of Technical Parts. Otherwise, the substituted Technical Parts will be opened as specified in ITB 21.5.

21.4. Envelopes marked “TECHNICAL PART MODIFICATION” shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at the opening of Technical Parts.

21.5. The Procuring Entity shall open the Technical Parts in the alphabetical order of the bidders' names and according to the following sequence:

- a) Inspecting the seal;
- b) Opening the original Technical Parts and any modifications and substitutions (if any), reading out the information on: the bidder's name; period of validity of the Technical Part and other relevant information as deemed necessary. Only bids that are opened and read out at the opening of Technical Parts shall be considered further;
- c) Reading out the number of copies of the Technical Part, and other relevant information;
- d) Representative of the Procuring Entity shall sign for acknowledgment on the original letter of bid, power of attorney issued by the legal representative of the bidder (if any), and JV agreement (if any). The Procuring Entity shall not reject any bids at the opening of Technical Parts, except for late bids as prescribed in ITB 19;
- dd) The Procuring Entity and the bidders attending the opening of the Technical Part shall agree on sealing the envelopes containing the Financial Parts and their modifications and substitutions. The sealed envelopes shall be held in confidential custody of the Procuring Entity until the opening of the Financial



	<p>Part in accordance with ITB 23.</p> <p>21.6. The Procuring Entity shall prepare a bid opening record, indicating the information specified in ITB 21.5(b) and ITB 21.5(c). The Procuring Entity’s and bidders’ representatives who are present shall be requested to sign the record. The omission of a bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all bidders.</p>
<p><b>22. Evaluation of Technical Parts</b></p>	<p>22.1. In evaluating the Technical Parts of each bid, the Procuring Entity shall use the criteria and methodologies listed in ITB 32 and the <b>BDS</b>. No other evaluation criteria or methodologies shall be permitted.</p> <p>22.2. Examination and evaluation of the eligibility of the Technical Parts:</p> <p>a) The examination and evaluation of the eligibility of the Technical Parts is specified in Article 1 of Section III – Evaluation criteria;</p> <p>b) The bidder having eligible Technical Parts will have its technical proposal evaluated.</p> <p>22.3. Evaluation of technical proposals:</p> <p>a) The evaluation of technical proposals is conducted against the criteria specified in Article 2 of Section III – Evaluation criteria;</p> <p>b) The Financial Part of the bidder meeting technical requirements or, in the case of quality-based method, the bidder having the highest technical score will be evaluated in accordance with Articles 3 and 4 of Section III – Evaluation criteria.</p> <p>22.4. The list of bidders meeting technical requirements or, in the case of quality-based method, the bidder having the highest technical score will be approved in writing. The Procuring Entity shall transmit to all participating bidders a notice of the list, including an invitation to the opening of the Financial Parts at the established date, time, and place.</p>
<p><b>23. Opening of Financial</b></p>	<p>23.1. The opening of Financial Parts is carried out at the date, time and place specified in the notice of bidders meeting the</p>

**Parts**

technical requirements, in the presence of bidders' designated representatives and relevant entities. The opening of the Financial Parts is independent of the presence or absence of the representatives of those bidders that meet technical requirements.

23.2. The Procuring Entity will make publicly available the approved list of bidders that meet the technical requirements, and examine the sealing of the outer envelope marked "FINANCIAL PART", "FINANCIAL PART MODIFICATION", or "FINANCIAL PART SUBSTITUTION".

23.3. In the case of any substitution, envelopes marked "FINANCIAL PART SUBSTITUTION" shall be opened and read out, and exchanged with the corresponding Financial Part being substituted, and the substituted Financial Part shall not be opened but returned to the bidder. No substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at the opening of Financial Parts. Otherwise, the substituted Financial Parts will be opened as specified in ITB 23.5.

23.4. Envelopes marked "FINANCIAL PART MODIFICATION" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at the opening of Financial Parts.

23.5. The Procuring Entity shall open the Financial Parts in the alphabetical order of the bidders' names mentioned in the list of bidders meeting the technical requirements and according to the following sequence:

a) Inspecting the seal;

b) Opening the original Financial Parts and any modifications and substitutions (if any), reading out the information on: the bidder's name, the number of originals and copies, period of validity of the Financial Part, bid prices quoted in the Letter of bid – Financial Part, bid prices quoted in summary of costs; discounts (if any), technical scores of bids meeting the technical requirements, and other relevant information as

	<p>needed. Only bids that are opened and read out at the opening of Financial Parts shall be considered further. Only information about discounts read at the opening of the Financial Part is deemed valid for consideration;</p> <p>c) The authorized representative of the Procuring Entity shall sign on all pages of the original Financial Part. The Procuring Entity shall not reject any Financial Part of the bidders at the opening of the Financial Parts.</p> <p>23.6. The Procuring Entity shall prepare a Financial Part opening record, indicating the information specified in ITB 23.2, ITB 23.3, ITB 23.4, and ITB 23.5(b). The bidders' representatives who are present shall be requested to sign the record. The omission of a bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to the bidders that meet the technical requirements.</p>
<p><b>24. Evaluation of Financial Parts, and ranking</b></p>	<p>24.1. In evaluating the Financial Parts of each bid, the Procuring Entity shall use the criteria listed in ITB 24 and the methodologies specified in the ITB 22. No other evaluation criteria or methodologies shall be permitted.</p> <p>24.2. Examination and evaluation of the eligibility of the Financial Parts:</p> <p>a) The examination and evaluation of the eligibility of the Financial Parts is specified in Article 3 of Section III – Evaluation criteria;</p> <p>b) Eligible Financial Parts will be further evaluated and ranked.</p> <p>24.3. Evaluation of Financial Parts and ranking of bidders:</p> <p>a) The evaluation of Financial Parts is specified in Article 4 of Section III – Evaluation criteria;</p> <p>b) After evaluation of the Financial Parts, the Procuring Entity shall submit a ranking of bidders to the Employer for approval. The ranking of bidders is specified in the <b>BDS</b>. The first ranked bidder is invited for contract negotiation. If only one bidder passes the financial evaluation, there is no need to approve the bidder ranking.</p>
<p><b>25. Confidentialit</b></p>	<p>25.1. Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to</p>

<p>y</p>	<p>bidders, or any other persons not officially concerned with the bidding process, until after the Procuring Entity makes publicly available the contract award. Under no circumstances shall the information contained in one bidder's bid be disclosed to another, except for that being made available in the minutes of the opening of the Technical Part, the Financial Part.</p> <p>25.2. Except in the case of bid clarification specified in ITB 26 and contract negotiation, from the time of bid opening to the time of contract award, the bidder shall not contact the Procuring Entity on any matter related to its bid and the bidding process.</p>
<p><b>26. Clarification of bids</b></p>	<p>26.1. After the bid opening, the bidder is responsible for clarifying its Technical Part, Financial Part at the request of the Procuring Entity, including clarifications that establish the bidder's eligibility and qualifications. Specific clarifications related to Technical Part and Financial Part shall not affect the substance of the bid or bid price unless the bidder confirms the arithmetic correction of its bid that was made by the Procuring Entity during the bid evaluation. The bidder shall notify the Procuring Entity of its reception of the request for clarification by mail, post, fax, or email.</p> <p>26.2. The clarification of bids shall be done in writing. Documents not related to the request for clarification will not be considered, except for self-clarification documents as specified in ITB 26.3.</p> <p>26.3. Within the period specified in the <b>BDS</b>, the bidder knowing that the bid it has submitted falls short of documents establishing its eligibility and qualifications may provide such evidence to the Procuring Entity. The Procuring Entity shall receive, consider and evaluate the bidder's documents clarifying its eligibility and qualifications, which shall be considered as part of the bid. The Procuring Entity shall notify the bidder of its reception of the clarifications by mail, post, fax, or email.</p> <p>26.4. Clarifications of bids shall be exchanged only between the Procuring Entity and the bidder whose bid needs to be clarified and shall not affect the nature of the bidder. The clarifications shall be held in the safe custody of the Procuring Entity as part of the bid. For clarifications that directly affect</p>

	<p>the evaluation of eligibility, qualifications, technical and financial requirements, the bidder fails to respect the time limit for clarification or to respond to the request to the Procuring Entity's satisfaction, the Procuring Entity shall base its evaluation on the bid submitted before the deadline for submission of bids. The Procuring Entity shall give the bidder a reasonable period of time for the bidder to provide its bid clarification.</p> <p>26.5. If it is deemed necessary, the Procuring Entity may request in writing the potentially successful bidder to provide direct clarifications of the bid. The clarifications shall be recorded in writing. The clarification of bids in this case shall ensure objectivity and transparency.</p>
<p><b>27. Correction of errors and adjustment of deviations</b></p>	<p>27.1. Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items.</p> <p>27.2. With respect to time-based contracts:</p> <p>a) In case where the total amount is incorrect due to computational error in relation to the addition or subtraction of sub-total amount, the sub-total amount will be the basis for error correction;</p> <p>b) In case of computational errors in the amount column while calculating the bid price, the values in the amount column will be the basis for error correction;</p> <p>c) In case of discrepancy between the amount derived by multiplication of unit price with quantity and the total price, the former will prevail. In case of discrepancy between words and figures, the former will prevail; if the bid price in words contains arithmetical errors, the bid price in figures shall correction (if any) shall prevail subject to ITB 27.2(a) and ITB 27.2(b);</p> <p>d) In case of discrepancy between the Technical and Financial Proposals in indicating the number of experts to be mobilized, the man-days and other quantities of input, the Technical Proposal prevails. The adjustment of deviation shall be subject to the following principles:</p> <p>- If the bid that proposes unit prices contains a deviation, the</p>

unit price will be the basis for adjustment; if such unit price is not proposed, the highest offered unit price for the corresponding items taken from other bids that pass the technical evaluation shall be used to adjust the deviation. In case the other bids which pass the technical evaluation do not include unit price, the unit price in the cost estimate shall be the basis for deviation adjustment; in case no cost estimate was made for the procurement, the unit price used when calculating procurement price shall be the basis for deviation adjustment;

- In case only one bid passes the technical evaluation, the deviation shall be adjusted subject to the unit price presented in its bid; if the unit price is not presented, the unit price in the cost estimate shall be the basis for deviation adjustment; in case no cost estimate was made for the procurement, the unit price used when calculating procurement price shall be the basis for deviation adjustment;

- The adjustment is only for the purpose of bid comparison. In case the bidder whose adjusted bid is ranked first is invited to contract negotiation, the lowest offered unit price among all bids that passed the technical evaluation shall be taken into consideration during contract negotiations.

27.3. With respect to lump-sum contracts:

In case of lump-sum contracts, the bid price stated in the Letter of bid – Financial Parts shall be regarded to have included all costs necessary to perform the scope of services as specified in the bidding document, without any allowance for error correction or adjustment of deviations. In case of discrepancy between words and figures, the former will prevail unless it is incomprehensible.

27.4. Following the adjustment of deviations subject to ITB 27.1, ITB 27.2, and ITB 27.3, the Procuring Entity shall send a written notice of the adjustment to the bidder. The bidder shall be requested to accept the adjustment of deviations in writing within 03 working days from the date of receipt of the notice of the Procuring Entity. Failure to accept the adjustment shall result in the rejection of the bid unless the adjustment of deviations is inappropriate or inaccurate.

<p><b>28. Preferences</b></p>	<p>28.1. If domestic preferences are used, they shall be implemented in accordance with the provisions as specified in the <b>BDS</b>.</p> <p>28.2. Preferential principles are specified in the <b>BDS</b>.</p> <p>28.3. Subjects of preference are specified in the <b>BDS</b>.</p> <p>28.4. Preferences are calculated as part of the bid evaluation for the purpose of bid comparison and ranking. Preference calculation is specified in the <b>BDS</b>.</p> <p>28.5. In case the participating bidders are not eligible for preferences, the treatment of preferences will not be taken into account. If the bidder qualifies for preferences, supporting documents shall be included with its bid.</p>
<p><b>29. Sub-contractor</b></p>	<p>29.1. Subcontractor means a business who enters into a contract with the bidder for the performance one or several tasks. The bidder shall declare the subcontractor and the tasks assigned to the subcontractor according to Form No. 10 Chapter IV - Bidding forms. In the case where the subcontractor has not been identified at the time of bid submission, the expected tasks to be assigned to the subcontractor shall be declared.</p> <p>29.2. The subcontracting will not affect the bidder's obligations. The bidder is responsible for the quantity, quality, schedule, and other responsibilities related to the work performed by the subcontractor. Subcontractors' qualifications will not be considered during the bid evaluation. The bidder itself shall meet the qualifications criteria (regardless of the subcontractor's qualifications).</p> <p>If the bidder does not indicate in its bid the subcontracting for a specific portion of work or expects the portion of work to be performed by subcontractors, it is deemed that the bidder shall perform the entire work.</p> <p>29.3. The bidders may only propose subcontracting up to the percentage of bid price as specified in the <b>BDS</b>.</p> <p>29.4. The bidder shall not subcontract the work not declared in the subcontracting form attached to the bid. Any replacement or addition of subcontractors shall be approved by the Procuring Entity on proper grounds.</p>

**30. Contract negotiation**

30.1. The contract negotiation shall be based on the following:

- a) Bid evaluation report;
- b) The successful bid and bid clarification (if any) submitted by the bidder;
- c) Bidding document and other documents (if any) clarifying and amending the bidding document.

30.2. Contents of contract negotiation:

- a) Discussions of the Terms of Reference (TORs), the proposed methodology, and the special conditions of the Contract, which shall not substantially alter the original scope of services under the TOR or the terms of the contract;
- b) Work plan and expert inputs;
- c) Work schedule;
- d) Substitution of experts (if any);
- dd) Facilities;
- e) Discussions of the costs on the basis of the Procuring Entity's requirements and actual conditions, including clearly determined taxes payable by the bidder in accordance with the tax law of Vietnam (if any), tax payment method (i.e. tax payment to be made by the bidder or to be withheld by the Procuring Entity for subsequent payment on behalf of the bidder in accordance with existing laws), the tax amount and other issues related to tax liabilities, which shall be specified in the contract;
- g) Discussions of the issues arising during the bidding process (if any) to complete particular contents of the procurement;
- h) Other necessary contents.

The bidder shall not substitute key experts proposed in the bid at the negotiations, except for cases of extended bid evaluation or force majeure where the initial proposed key expert cannot perform the assignment. In such case, the bidder is entitled to offer a substitute key expert who shall have equivalent or better qualifications than the original candidate, and the bidder shall not change the bid price.

30.3. During the contract negotiation, the parties shall complete the draft contract, Special conditions of Contract, and contract



	<p>appendix.</p> <p>30.4. If the negotiations fail, the Procuring Entity shall report to the Employer for consideration and decision on inviting the next-ranked bidder to the contract negotiation; in case the contract negotiations with the next-ranked bidders are not successful, the Procuring Entity shall report to the Employer for consideration and decision on annulling the procurement in accordance with ITB 32.1 (a).</p> <p>30.5. In the event that force majeure prevents the bidder and Procuring Entity from directly negotiating the terms of the contract, the Procuring Entity may conduct the negotiations online.</p>
<p><b>31. Considerations for contract award</b></p>	<p>A bidder shall be considered and recommended for contract award if satisfying the following conditions:</p> <p>31.1. Submitting eligible Technical part and Financial part in accordance with Articles 1 and 3 of Section III - Evaluation criteria.</p> <p>31.2. Having submitted a responsive Technical Part in accordance with Article 2 of Section III - Evaluation criteria.</p> <p>31.3. Meeting the requirements specified in the <b>BDS</b>;</p> <p>31.4. Having the recommended award price (inclusive of taxes and duties, if any) not exceeding the approved estimated price for the procurement. In the event that the updated cost estimate is lower or higher than the approved estimated price, the former shall replace the latter as the basis for contract award.</p>
<p><b>32. Annulment</b></p>	<p>32.1. The Procuring Entity will annul the bidding process in the following circumstances:</p> <p>a) All bids fail to meet the substantial requirements of the bidding document;</p> <p>b) Modifications of the objective and scope of investment as approved and/or the investment decision affect the bidding document;</p> <p>c) Nonconformities with procurement laws and other related laws in the bidding document result in the selected bidder failing to perform the contract; Nonconformities with procurement laws and other related laws in the bidding document and/or during the bidding process preclude</p>

	<p>competition, economy, and efficiency;</p> <p>d) Presence of any evidence for giving, receiving, or brokering of bribery, collusion, fraud, abuse of position or power to illegally intervene in procurement, leading to distorted results of the bidding process.</p> <p>32.2. Organizations and individuals that violate the procurement laws, leading to the annulment of the bidding process in accordance with ITB 32.1(c) and ITB 32.1(d) shall be liable to related parties for all the costs and expenses incurred related to the re-bidding, and be handled under the laws.</p>
<p><b>33. Notice of contract award</b></p>	<p>33.1. After a decision approving the bidder selection results is made available, the Procuring Entity shall publish on VNEPS the award information, including the following:</p> <ul style="list-style-type: none"> <li>a) Name of the procurement and a brief description of the services procured;</li> <li>b) Name and address of the Procuring Entity;</li> <li>c) Name and address of the successful bidder;</li> <li>d) Value of the contract award;</li> <li>dd) Date and identification number of the award decision;</li> <li>e) Procurement method;</li> <li>g) Contract type and duration;</li> <li>h) List of unsuccessful bidders and a brief explanation of the reasons why the Procuring Entity did not select the unsuccessful bidder's bid or an explanation of the relative advantages of the successful bidder's bid.</li> </ul> <p>33.2. Upon the decision approving the bidder selection results, the Procuring Entity shall send a written notice of contract award to the participating bidders via the bidder's email address within 07 working days from the date of issuance of the decision. The notice contains:</p> <ul style="list-style-type: none"> <li>a) Name of the successful bidder;</li> <li>b) Value of the contract award;</li> <li>c) Contract type;</li> <li>d) Contract duration;</li> <li>dd) List of unsuccessful bidders and a brief explanation of the</li> </ul>

	<p>reasons why the Procuring Entity did not select the unsuccessful bidder's bid or an explanation of the relative advantages of the successful bidder's bid;</p> <p>e) Contract finalization and signing agenda.</p> <p>33.3. In the case of annulment specified in ITB 32.1, the notice of contract award shall explain the reasons why the bidding process is annulled.</p> <p>33.4. After the publication of the notice of contract award as specified in ITB 33.2, if an unsuccessful bidder seeks an explanation of the reasons why the Procuring Entity did not select its bid, the Procuring Entity shall respond in writing within 05 working days from the date of notice of contract award.</p>
<p><b>34. Options</b></p>	<p>Before the termination of the contract, the Procuring Entity may announce the application of options as prescribed in the <b>BDS</b>, in accordance with the approved procurement plan.</p>
<p><b>35. Contract finalization and signing</b></p>	<p>35.1. The contract shall be finalized for the signing purpose on the basis of:</p> <p>a) Draft contract;</p> <p>b) Specific contents that need to be discussed by the Procuring Entity and the successful bidder;</p> <p>c) Approved result of bidder selection;</p> <p>d) Minutes of contract negotiation;</p> <p>dd) Successful bid and any bid clarification; and</p> <p>e) Requirements stated in the bidding document, and any clarification and amendment of the bidding document.</p> <p>35.2. Together with the notice of contract award, the Procuring Entity shall send to the successful bidder a Letter of Acceptance that specifies the contract finalization and signing agenda in accordance with relevant forms included in Section VIII – Contract forms. The Letter of Acceptance is an integral part of the contract. In the event that the successful bidder fails to finalize and sign the contract by the deadline stated in the Letter of Acceptance, the Procuring Entity shall report to the Employer for consideration and decision on annulling the bidder selection result and inviting the next-ranked bidder to the contract negotiation in accordance with ITB 30. In such case, the</p>

	<p>bidder may be requested by the Procuring Entity to extend the validity of its bid if needed.</p> <p>35.3. The Procuring Entity shall make the successful bidder's information publicly available on VNEP in the event that the bidder refuses to finalize or sign the contract without providing a reasonable justification. This information will be considered by other employers and procuring entities when evaluating the bidder's reputation in the procurement in which the bidder participates.</p> <p>35.4. At the time of contract signing, the successful bidder's bid shall remain valid; the successful bidder shall satisfy the technical and financial requirements. In the event that the bidder no longer meets the substantial requirements of qualifications as prescribed in the bidding document, the Employer will refuse to sign the contract. In effect, the Employer will forfeit the contract award decision and Letter of Acceptance, and invite the next-ranked bidder to the contract negotiation.</p>
<p><b>36. Handling complaints</b></p>	<p>The bidder may request the Employer, the Competent Person, and the Advisory Council at the address specified in the <b>BDS</b> for a review of the bidding process and contract award if it believes that its rights and interests have been adversely affected. The handling of complaints shall comply with Section 1 Section XII of the Public Procurement Law and Section 2 Section XII of Decree No. 63/2014/NĐ-CP.</p>
<p><b>37. Monitoring of bidding process</b></p>	<p>When violations of procurement laws are detected, the bidder shall report to the bodies and/or the individuals charged with monitoring the bidding process as specified in the <b>BDS</b>.</p>

## Section II. BID DATA SHEET

<b>ITB 1.1</b>	The Procuring Entity is: <b>Maritime Project Management Unit - VIMC.</b>
<b>ITB 1.2</b>	<p>The name of the package is Procurement of international consultancy to develop "Development strategy of Vietnam Maritime Corporation - JSC to 2030, vision to 2035: Developing and implementing solutions to realize the vision".</p> <p>The project name is Development strategy of Vietnam Maritime Corporation - JSC to 2030, vision to 2035: Developing and implementing solutions to realize the vision.</p>
<b>ITB 2</b>	Source of funds: Own capital of Vietnam Maritime Corporation - JSC and Hai Phong Port JSC.
<b>ITB 4.4</b>	<p>Ensuring fair competition in procurement:</p> <ul style="list-style-type: none"> <li>- The bidder does not have shareholding or equity contribution representing more than 30% of the equity of: <ul style="list-style-type: none"> <li>* <i>Vietnam Maritime Corporation - JSC</i></li> <li>+ <i>Address: Ocean Park Building, No. 01 Dao Duy Anh Street, Phuong Mai Ward, Dong Da District, Ha Noi, Viet Nam</i></li> <li>+ <i>Telephone: +842435770825 Fax: 842435770825;</i></li> <li>* <i>Hai Phong Port JSC</i></li> <li>+ <i>Address: No. 8A Tran Phu Street, May To Ward, Ngo Quyen District, Hai Phong City, Vietnam</i></li> <li>+ <i>Telephone: +842253859945. Fax: +842253859973</i></li> </ul> </li> </ul> <p>unless the Employer, Procuring Entity, and bidder are all members of a state economic group of Vietnam, and the products, services in the procurement package are within the main business lines and the outputs of a company, and at the same time are the inputs of another company in the same corporation. The bidder may not meet the legal and financial autonomy requirements applicable to the consultant providing services to the procurement concerned if the consultant is also a member of the group;</p> <ul style="list-style-type: none"> <li>- The bidder and the consultant of such procurement do not either have a shareholding or equity contribution relationship or</li> </ul>

	<p>have shareholding or equity contribution representing more than 20% of equity owned by a third party being an entity or a natural person. Information about the consultant is as follows:</p> <p>The bidding document is reviewed by: Center for Procurement Support - Ministry of Planning and Investment</p> <p><i>Address: 11th floor, Building of the Ministry of Planning and Investment – Lot D25 Ton That Thuyet Street, Cau Giay New Urban Area, Cau Giay District, Ha Noi.</i></p> <p>+ Telephone: 0243.7957.300</p> <p>- The bidder, Employer, Procuring Entity, and the abovementioned consultant do not belong to the same direct regulatory agency or organization<sup>1</sup>;</p> <p>The capital ownership ratio of other entities and persons in the JV is calculated using the following method if the bidder submits a bid as a JV or a consultant is chosen as a JV:</p> $\text{Ownership ratio} = \sum_{i=1}^n X_i \times Y_i$ <p>Where:</p> <p><math>X_i</math>: The percentage of capital owned by other entities and persons in the JV member (i);</p> <p><math>Y_i</math>: The percentage (%) of the JV member (i) 's workload specified in the JV;</p> <p>n: The total number of JV members.</p>
<b>ITB 6.2</b>	Pre-bid meeting: No.
<b>ITB 9</b>	The name of the language: English and Vietnamese. If there are discrepancies between the English and Vietnamese versions of the bid, the English version will prevail.
<b>ITB 10.3</b>	<p>The following documents, along with the bid, shall be submitted by the bidder:</p> <p>- Business registration certificate (Copy, the Procuring Entity may request the original for comparison purpose).</p>

<sup>1</sup> Applicable to revenue-generating units

	- Charter of the company (Copy, the Procuring Entity may request the original for comparison purpose)
<b>ITB 12.2</b>	Breakdown of remuneration for experts: Not required
<b>ITB 13.1</b>	<p>The bid currency is U.S. Dollar (USD) and/or Vietnamese Dong (VND).</p> <p>Only one currency is available for a given work item.</p> <p>The bidder shall quote in VND domestic costs.</p> <p>The currency for conversion is Vietnamese Dong (VND).</p> <p>The date of the exchange rate: 28 days before the bid closing date.</p> <p>The source of the exchange rate is the selling rate issued by the Joint Stock Commercial Bank for Foreign Trade of Vietnam.</p>
<b>ITB 14.3</b>	Not applicable.
<b>ITB 15.1</b>	The validity of bid is 180 days, from the bid closing date.
<b>ITB 16.1</b>	<p>The number of copies of Technical part and Financial part is:</p> <ul style="list-style-type: none"> <li>- For English version: 01 original and 05 copies;</li> <li>- For Vietnamese version: 01 original and 05 copies;</li> <li>- 01 USB drive with files, including the cost estimate in Excel format (enclosed to the Financial part);</li> </ul> <p>If the Technical part or Financial part is modified or replaced, the bidder is required to submit new copies of the documentation in the same number as the original copies.</p>
<b>ITB 18.1</b>	<p>1. Address of the Procuring Entity (for bid submission):</p> <p>Recipient: <b>Maritime Project Management Unit - VIMC.</b></p> <ul style="list-style-type: none"> <li>- Address: 16th Floor, Ocean Park Building, No. 01 Dao Duy Anh Street, Phuong Mai Ward, Dong Da District, Ha Noi City, Vietnam.</li> </ul> <p>2. The deadline for submission of bids is: 9:00 am, April 19, 2023</p>
<b>ITB 21.1</b>	The opening of Technical parts will be conducted publicly at

	<p>9:30 am, April 19, 2023 at the following address:</p> <ul style="list-style-type: none"> <li>- Address: Ocean Park Building, No. 01 Dao Duy Anh Street, Phuong Mai Ward, Dong Da District, Ha Noi City, Vietnam</li> </ul>
<b>ITB 22.1</b>	Bid evaluation method: Quality- and cost- based selection
<b>ITB 24.3</b>	Bidder ranking: the bidder with the highest combined score will be ranked first
<b>ITB 26.3</b>	The bidder may provide the Procuring Entity documentation for bid clarification up to five days prior to the deadline for submission of bids.
<b>ITB 28.1</b>	Preferences: Preferences as prescribed in ITB 28.3 and ITB 28.4 are applicable.
<b>ITB 28.2</b>	Preferential principles: Preferences for Vietnamese bidders are specified in ITB 28.3 and ITB 28.4.
<b>ITB 28.3</b>	Subjects of preferences: Vietnamese bidders, whether independent or working in a joint venture with other domestic businesses, as well as foreign bidders working in a joint venture with domestic businesses or using domestic subcontractors where the domestic businesses assumes 25% or more of the value of the work, are eligible for preferences.
<b>ITB 28.4</b>	<p>Calculation of preferences:</p> $D_{THSS(X)} = D_{TH(X)} + D_{TH(X)} \times 7,5\%$ <p>In which:</p> <ul style="list-style-type: none"> <li>- <math>D_{THSS(X)}</math>: Combined score following application of preference for bidder X who is eligible for preferences</li> <li>- <math>D_{TH(X)}</math>: Bidder X's combined score.</li> </ul>
<b>ITB 29.3</b>	<p>Use of subcontractor: Allowed.</p> <p>Maximum value to be subcontracted: 30% of the bidder's bid price</p>
<b>ITB 31.3</b>	The bidder with the highest combined score.
<b>ITB 34</b>	Options: Not applicable



<p><b>ITB 36</b></p>	<p>- Employer's address:</p> <p>+ Vietnam Maritime Corporation - JSC, Ocean Park Building, No. 01 Dao Duy Anh Street, Phuong Mai Ward, Dong Da District, Hanoi City, Vietnam. Telephone: 04 35770825 – 29 and Fax: 04 35770850/60.</p> <p>+ Hai Phong Port JSC, No. 8A Tran Phu Street, May To Ward, Ngo Quyen District, Hai Phong City, Vietnam. Telephone: +842253859945 and Fax: +842253859973.</p> <p>- Competent person's address: Vietnam Maritime Corporation - JSC, Ocean Park Building, No. 01 Dao Duy Anh Street, Phuong Mai Ward, Dong Da District, Hanoi City, Vietnam. Telephone: 04 35770825 – 29 and Fax: 04 35770850/60.</p>
<p><b>ITB 37</b></p>	<p>Address of the bodies and/or the individuals charged with monitoring the bidding process: Not applicable.</p>

## **Section III. EVALUATION CRITERIA**

### **1. Examining and evaluating the eligibility of Technical part**

#### **1.1. Examining the eligibility of the Technical part:**

a) Examining the number of originals and copies of the technical part;

b) Examining the components of the original technical part, including: the letter of bid –technical part, JV agreement (if any), documents proving eligibility of the person who signs the letter of bid (if any); documents proving eligibility; technical proposal and other components of the technical part as specified in ITB 10;

c) Examining the consistency in contents of the original and copies for the detailed evaluation of technical part.

The examination of technical part shall not lead to the rejection of technical part.

#### **1.2. Evaluating the eligibility of technical part:**

The technical part is considered eligible if it fully meets the following requirements:

a) It includes the original technical part;

b) It includes the letter of bid –technical part which is signed and sealed (if any) by a legal representative of the bidder as required in the bidding document; the time of signing the letter of bid shall be consistent with the starting time of the procurement process. The submission letter of the JV shall be signed by the legal representative of each JV member and affixed with the stamp (if any) of each JV member or signed by the member who is authorized in the JV agreement to sign on the letter of bid on behalf of the JV;

c) The validity period of the technical part meets the requirements stated in ITB 15.1;

d) The bidder's name does not appear in two or more technical parts as a principal bidder (either independent or in a JV);

dd) In case of a JV, the JV agreement shall be signed and sealed (if applicable) by the legal representative of each JV member and shall clearly state the specific work and the corresponding estimated value of work that each member of the JV will perform according to Form No. 03 of Section IV – Bidding forms;

e) The bidder meets the eligibility specified in ITB 4.

The bidder who submits an eligible technical part shall have its technical proposal evaluated.

## 2. Criteria for evaluation of technical proposal

a) Using rated criteria for evaluation of technical proposal. The total score for the technical proposal evaluation is 1000 points.

The criteria for evaluation of the technical proposal are as follows:

**Table No.01**

No.	Standard	Maximum score	Score range	Minimum score required
<b>1</b>	<b>Qualification</b>	<b>100</b>		
1.1	Rated by a reputable party (such as the Vault Consulting 50 list published in the most recent year, or equivalent)	10		
	<i>Rank 1-3</i>		<i>10</i>	
	<i>Rated 4-10</i>		<i>7</i>	
	<i>Rated under 10</i>		<i>0</i>	
1.2	Number of years working in the field of strategic consulting (The bidder shall submit the first strategic consulting contract as evidence)	10		
	<i>≥ 15 years</i>		<i>10</i>	
	<i>10 to &lt; 15 years</i>		<i>7</i>	
	<i>&lt; 10 years</i>		<i>0</i>	
1.3	Experience in consulting for large port operators in the world (8 million TEUs or more) or large shipping lines (in the top 20 largest shipping lines in the world in terms of container shipping capacity) in the field of seaports or shipping or logistics	25		
	<i>Over 5 completed contracts</i>		<i>25</i>	
	<i>From 3 to 5 completed contracts</i>		<i>17.5</i>	
	<i>From 1 to 2 completed contracts</i>		<i>10</i>	
	<i>There are no contracts</i>		<i>0</i>	
1.4	Experience in consulting for large port operators in the world (8 million TEUs or more) or large shipping lines (in the top 20 largest shipping lines in the world in terms of container shipping capacity) in the field of strategic consulting or organization or digital transformation	25		
	<i>3 completed contracts or more</i>		<i>25</i>	

No.	Standard	Maximum score	Score range	Minimum score required
	<i>2 completed contracts</i>		17.5	
	<i>1 completed contract</i>		10	
	<i>None</i>		0	
1.5	Experience in advising large port operators (8 million TEUs or more) in the field of port alliances	10		
	<i>3 completed contracts or more</i>		10	
	<i>2 completed contracts</i>		7	
	<i>1 completed contract</i>		4	
	<i>None</i>		0	
1.6	Experience in assisting port operators in Southeast Asia in luring investment	10		
	<i>3 completed contracts or more</i>		10	
	<i>2 completed contracts</i>		7	
	<i>1 completed contract</i>		4	
	<i>None</i>		0	
1.7	Experience in supporting research and development (R&D) or implementing sustainable development projects in the port and shipping sector	10		
	<i>3 completed contracts or more</i>		10	
	<i>2 completed contracts</i>		7	
	<i>1 completed contract</i>		4	
	<i>None</i>		0	
<b>2</b>	<b>Approach and methodology</b>	<b>390</b>		<b>273</b>
<b>2.1</b>	<b>Understanding of the purpose of the procurement</b>	<b>30</b>		<b>21</b>
2.1.1	Understanding of VIMC's needs and goals for strategy and digital transformation	10		7
	<i>- Thorough understanding</i>		10	
	<i>- Limited understanding</i>		7	
	<i>- Failure to present understanding, or incorrect understanding of the objectives and tasks related to the procurement</i>		0	

No.	Standard	Maximum score	Score range	Minimum score required
2.1.2	Assessment of VIMC's internal analysis of seaports, logistics and shipping sector	15		10.5
	- <i>Thorough assessment</i>		15	
	- <i>Incomplete but temporarily accepted assessment</i>		10.5	
	- <i>No assessment or incorrect assessment</i>		0	
2.1.3	Assessment of VIMC's position in Vietnam and the world in the fields of seaports, logistics and shipping	5		3.5
	- <i>Thorough assessment</i>		5	
	- <i>Incomplete but temporarily accepted assessment</i>		3.5	
	- <i>No assessment or incorrect assessment</i>		0	
<b>2.2</b>	<b>Designing approaches to implement strategies</b>	<b>135</b>		<b>94.5</b>
2.2.1	Strategic implementation approaches for the seaport sector	30		21
a)	<i>The technical proposal includes all work items specified in the terms of reference. Work items are broken down into specific tasks in a complete and logical manner; assignments are allocated to each expert proposed in the bid</i>	10		7
	- <i>The proposal is complete and comprehensive with specific and proper tasks</i>		10	
	- <i>The proposal is not complete and comprehensive; The division of tasks is not reasonable</i>		7	
	- <i>No suggestions or inappropriate suggestions</i>		0	
b)	<i>The methodology is suitable for the assignment</i>	10		7
	- <i>The proposed methodology is complete, comprehensive and suitable for the assignment</i>		10	
	- <i>The proposed methodology is incomplete and unsuitable for the assignment</i>		7	
	- <i>No suggestions or inappropriate suggestions</i>		0	
c)	<i>Presentation of approaches to perform the services</i>	10		7
	- <i>The proposed approaches are reasonable to perform the specific tasks of the project</i>		10	
	- <i>The proposed approaches are not reasonable</i>		7	

No.	Standard	Maximum score	Score range	Minimum score required
	- <i>No approaches or inappropriate approaches</i>		0	
2.2.2	Strategic implementation approaches for the shipping sector	30		21
a)	<i>The technical proposal includes all work items specified in the terms of reference. Work items are broken down into specific tasks in a complete and logical manner; assignments are allocated to each expert proposed in the bid</i>	10		7
	- <i>The proposal is complete and comprehensive with specific and proper tasks</i>		10	
	- <i>The proposal is not complete and comprehensive; The division of tasks is not reasonable</i>		7	
	- <i>No suggestions or inappropriate suggestions</i>		0	
b)	<i>The methodology is suitable for the assignment</i>	10		7
	- <i>The proposed methodology is complete, comprehensive and suitable for the assignment</i>		10	
	- <i>The proposed methodology is incomplete and unsuitable for the assignment</i>		7	
	- <i>No suggestions or inappropriate suggestions</i>		0	
c)	<i>Presentation of approaches to perform the services</i>	10		7
	- <i>The proposed approaches are reasonable to perform the specific tasks of the project</i>		10	
	- <i>The proposed approaches are not reasonable</i>		7	
	- <i>No approaches or inappropriate approaches</i>		0	
2.2.3	Strategic implementation approaches for the maritime service sector	30		21
a)	<i>The technical proposal includes all work items specified in the terms of reference. Work items are broken down into specific tasks in a complete and logical manner; assignments are allocated to each expert proposed in the bid</i>	10		7
	- <i>The proposal is complete and comprehensive with specific and proper tasks</i>		10	
	- <i>The proposal is not complete and comprehensive; The division of tasks is not reasonable</i>		7	

No.	Standard	Maximum score	Score range	Minimum score required
	- No suggestions or inappropriate suggestions		0	
b)	The methodology is suitable for the assignment	10		7
	- The proposed methodology is complete, comprehensive and suitable for the assignment		10	
	- The proposed methodology is incomplete and unsuitable for the assignment		7	
	- No suggestions or inappropriate suggestions		0	
c)	Presentation of approaches to perform the services	10		7
	- The proposed approaches are reasonable to perform the specific tasks of the project		10	
	- The proposed approaches are not reasonable		7	
	- No approaches or inappropriate approaches		0	
2.2.4	Strategic implementation approaches for digital transformation	15		10.5
a)	The technical proposal includes all work items specified in the terms of reference. Work items are broken down into specific tasks in a complete and logical manner; assignments are allocated to each expert proposed in the bid	5		3.5
	- The proposal is complete and comprehensive with specific and proper tasks		5	
	- The proposal is not complete and comprehensive; The division of tasks is not reasonable		3.5	
	- No suggestions or inappropriate suggestions		0	
b)	The methodology is suitable for the assignment	5		3.5
	- The proposed methodology is complete, comprehensive and suitable for the assignment		5	
	- The proposed methodology is incomplete and unsuitable for the assignment		3.5	
	- No suggestions or inappropriate suggestions		0	
c)	Presentation of approaches to perform the services	5		3.5
	- The proposed approaches are reasonable to perform the specific tasks of the project		5	

No.	Standard	Maximum score	Score range	Minimum score required
	- <i>The proposed approaches are not reasonable</i>		3.5	
	- <i>No approaches or inappropriate approaches</i>		0	
2.2.5	Approaches to improve the corporate governance, finance, human resources for VIMC	15		10.5
a)	<i>The technical proposal includes all work items specified in the terms of reference. Work items are broken down into specific tasks in a complete and logical manner; assignments are allocated to each expert proposed in the bid</i>	5		3.5
	- <i>The proposal is complete and comprehensive with specific and proper tasks</i>		5	
	- <i>The proposal is not complete and comprehensive; The division of tasks is not reasonable</i>		3.5	
	- <i>No suggestions or inappropriate suggestions</i>		0	
b)	<i>The methodology is suitable for the assignment</i>	5		3.5
	- <i>The proposed methodology is complete, comprehensive and suitable for the assignment</i>		5	
	- <i>The proposed methodology is incomplete and unsuitable for the assignment</i>		3.5	
	- <i>No suggestions or inappropriate suggestions</i>		0	
c)	<i>Presentation of approaches to perform the services</i>	5		3.5
	- <i>The proposed approaches are reasonable to perform the specific tasks of the project</i>		5	
	- <i>The proposed approaches are not reasonable</i>		3.5	
	- <i>No approaches or inappropriate approaches</i>		0	
2.2.6	Approach to restructuring parent company and subsidiaries	15		10.5
a)	<i>The technical proposal includes all work items specified in the terms of reference. Work items are broken down into specific tasks in a complete and logical manner; assignments are allocated to each expert proposed in the bid</i>	5		3.5
	- <i>The proposal is complete and comprehensive with specific and proper tasks</i>		5	



No.	Standard	Maximum score	Score range	Minimum score required
	- The proposal is not complete and comprehensive; The division of tasks is not reasonable		3.5	
	- No suggestions or inappropriate suggestions		0	
b)	The methodology is suitable for the assignment	5		3.5
	- The proposed methodology is complete, comprehensive and suitable for the assignment		5	
	- The proposed methodology is incomplete and unsuitable for the assignment		3.5	
	- No suggestions or inappropriate suggestions		0	
c)	Presentation of approaches to perform the services	5		3.5
	- The proposed approaches are reasonable to perform the specific tasks of the project		5	
	- The proposed approaches are not reasonable		3.5	
	- No approaches or inappropriate approaches		0	
<b>2.3</b>	<b>Advanced strategic design</b>	<b>100</b>		<b>70</b>
2.3.1	VIMC's deep-water port strategy	30		21
a)	The technical proposal includes all work items specified in the terms of reference. Work items are broken down into specific tasks in a complete and logical manner; assignments are allocated to each expert proposed in the bid	10		7
	- The proposal is complete and comprehensive with specific and proper tasks		10	
	- The proposal is not complete and comprehensive; The division of tasks is not reasonable		7	
	- No suggestions or inappropriate suggestions		0	
b)	The methodology is suitable for the assignment	10		7
	- The proposed methodology is complete, comprehensive and suitable for the assignment		10	
	- The proposed methodology is incomplete and unsuitable for the assignment		7	
	- No suggestions or inappropriate suggestions		0	

<b>No.</b>	<b>Standard</b>	<b>Maximum score</b>	<b>Score range</b>	<b>Minimum score required</b>
c)	<i>Presentation of approaches to perform the services</i>	10		7
	<i>- The proposed approaches are reasonable to perform the specific tasks of the project</i>		10	
	<i>- The proposed approaches are not reasonable</i>		7	
	<i>- No approaches or inappropriate approaches</i>		0	
2.3.2	VIMC's container shipping strategy	30		21
a)	<i>The technical proposal includes all work items specified in the terms of reference. Work items are broken down into specific tasks in a complete and logical manner; assignments are allocated to each expert proposed in the bid</i>	10		7
	<i>- The proposal is complete and comprehensive with specific and proper tasks</i>		10	
	<i>- The proposal is not complete and comprehensive; The division of tasks is not reasonable</i>		7	
	<i>- No suggestions or inappropriate suggestions</i>		0	
b)	<i>The methodology is suitable for the assignment</i>	10		7
	<i>- The proposed methodology is complete, comprehensive and suitable for the assignment</i>		10	
	<i>- The proposed methodology is incomplete and unsuitable for the assignment</i>		7	
	<i>- No suggestions or inappropriate suggestions</i>		0	
c)	<i>Presentation of approaches to perform the services</i>	10		7
	<i>- The proposed approaches are reasonable to perform the specific tasks of the project</i>		10	
	<i>- The proposed approaches are not reasonable</i>		7	
	<i>- No approaches or inappropriate approaches</i>		0	
2.3.3	Strategy to improve the operation of Hai Phong Port to 2025, orientation to 2035	40		28

No.	Standard	Maximum score	Score range	Minimum score required
a)	<i>The technical proposal includes all work items specified in the terms of reference. Work items are broken down into specific tasks in a complete and logical manner; assignments are allocated to each expert proposed in the bid</i>	15		10.5
	<i>- The proposal is complete and comprehensive with specific and proper tasks</i>		15	
	<i>- The proposal is not complete and comprehensive; The division of tasks is not reasonable</i>		10.5	
	<i>- No suggestions or inappropriate suggestions</i>		0	
b)	<i>The methodology is suitable for the assignment</i>	15		10.5
	<i>- The proposed methodology is complete, comprehensive and suitable for the assignment</i>		15	
	<i>- The proposed methodology is incomplete and unsuitable for the assignment</i>		10.5	
	<i>- No suggestions or inappropriate suggestions</i>		0	
c)	<i>Presentation of approaches to perform the services</i>	10		7
	<i>- The proposed approaches are reasonable to perform the specific tasks of the project</i>		10	
	<i>- The proposed approaches are not reasonable</i>		7	
	<i>- No approaches or inappropriate approaches</i>		0	
2.4	<b>Initiatives</b>	25		
	<i>Presentation of initiatives to better perform the work to improve the project implementation</i>	25		
	<i>- There are proposed initiatives to significantly improve the project implementation</i>		25	
	<i>- The proposed initiatives are not proven to be effective</i>		17.5	
	<i>- Does not meet the above requirements</i>		0	
<b>2.5</b>	<b>Breakthroughs</b>	<b>30</b>		
2.5.1	<i>Presentation of breakthroughs to better perform the work to improve the project implementation</i>	15		
	<i>- There are proposed breakthroughs to significantly improve the project implementation</i>		15	

No.	Standard	Maximum score	Score range	Minimum score required
	- <i>The proposed breakthroughs are not proven to be effective</i>		10.5	
	- <i>Does not meet the above requirements</i>		0	
2.5.2	Approaches to luring investment or potential investors. Clear presentation of approaches.	15		
	- <i>The proposed approaches are reasonable to perform the specific tasks of the project</i>		15	
	- <i>The proposed approaches are not reasonable</i>		10.5	
	- <i>No approaches or inappropriate approaches</i>		0	
<b>2.6</b>	<b>Presentation</b>	<b>10</b>		
	<i>Proposals are structured and presented in a logical, easy-to-follow manner</i>	10		
	- <i>Meet the above requirements</i>		10	
	- <i>Does not meet the above requirements</i>		0	
<b>2.7</b>	<b>Work plan</b>	<b>20</b>		
a)	<i>The work plan includes all the tasks to carry out the project. Each task shall be described in a complete, appropriate and clear manner</i>	5		
	- <i>Present a detailed, clear, and reasonable work plan</i>		5	
	- <i>The work plan is not detailed, clear, or reasonable</i>		3.5	
	- <i>No presentation of a work plan, or the proposed work plan is unreasonable and infeasible</i>		0	
b)	<i>The work plan is consistent with the proposed methodology and schedule</i>	5		
	- <i>Present an appropriate work plan which is consistent with the proposed methodology and schedule</i>		5	
	- <i>The work plan is not in absolute consistence with the proposed methodology and schedule</i>		3.5	
	- <i>No presentation of a work plan, or the proposed work plan is inconsistent with the proposed methodology and schedule</i>		0	
c)	<i>Tables describing the work plan and reporting schedule (as required in clause IV.5, Section V - Terms of Reference)</i>	5		

No.	Standard	Maximum score	Score range	Minimum score required
	- There are full and detailed tables		5	
	- There are incomplete tables		3.5	
	- There is no table describing the work plan and reporting schedule		0	
d)	Schedule	5		
	- There is a proposed schedule: 7 points for meeting the requirements, 01 additional point for every 5 days ahead of schedule, no more than 3 additional points.		5	
	- There is a proposed schedule that meets the requirements of the bidding document		3.5	
	- There is no proposed schedule, or the proposed schedule is more time-consuming than the requirements of the bidding document		0	
<b>2.8</b>	<b>Tools, databases and benchmarks</b>	<b>40</b>		
2.8.1	Benchmark of port performance (with available data on over 40 ports)	10		
	- There are tools to meet the above requirements		10	
	- Does not meet the above requirements		0	
2.8.2	Data on the efficiency of ship operations in the world	10		
	- There are tools to meet the above requirements		10	
	- Does not meet the above requirements		0	
2.8.3	Trade flow model	10		
	- There are tools to meet the above requirements		10	
	- Does not meet the above requirements		0	
2.8.4	Supply and demand model for bulk carriers and container ships	10		
	- There are tools to meet the above requirements		10	
	- Does not meet the above requirements		0	
<b>3</b>	<b>Personnel</b>	<b>510</b>		<b>357</b>
<b>3.1</b>	<b>01 Project General Manager</b>	<b>50</b>		
3.1.1	Master's degree or higher in Port, Shipping, Logistics, Commerce, Economics or Business Administration	8		
	- Responsive		8	

No.	Standard	Maximum score	Score range	Minimum score required
	- <i>Non-responsive</i>		0	
3.1.2	Experience in implementing strategic consulting projects	8		5.6
	≥ 15 years		8	
	10-15 years		5.6	
	< 10 years		0	
3.1.3	Worked as a strategic consultant project manager for port operators of 8 million TEUs or more in the world or for shipping companies (in the top 20 largest shipping lines in the world in terms of container transport capacity) from 2012 to the bid closing date	17		11.9
	≥ 3 Projects		17	
	1-2 Projects		11.9	
	0 Projects		0	
3.1.4	Participated in a strategic consulting project on port development (or shipping or logistics) for port operators of 8 million TEU or more in the world or for shipping companies (in the top 20 largest shipping lines in the world in terms of container transport capacity) from 2012 to the bid closing date	17		
	≥ 5 Projects		17	
	3-4 Projects		11.9	
	<3 Projects		0	
<b>3.2</b>	<b>Personnel in seaports</b>	<b>130</b>		
<b>3.2.1</b>	<b>01 Project manager in seaports</b>	<b>40</b>		
3.2.1.1	Master's degree or higher in Port, Logistics, Commerce, Economics or Business Administration	6		
	- <i>Responsive</i>		6	
	- <i>Non-responsive</i>		0	
3.2.1.2	Experience in carrying out consulting projects in the seaport sector	6		4.2
	≥ 15 years		6	
	From 10 - 15 years		4.2	
	< 10 years		0	

No.	Standard	Maximum score	Score range	Minimum score required
3.2.1.3	Worked as Project Manager of seaport development strategy consulting projects for port operators of 8 million TEUs or more from 2012 to the bid closing date.	14		9.8
	$\geq 3$ Projects		14	
	1 - 2 Projects		9.8	
	0 Projects		0	
3.2.1.4	Participated in port development strategy consulting projects for port operators of over 8 million TEU in the world from 2012 to the bid closing date.	14		
	$\geq 5$ Projects		14	
	3-4 Projects		9.8	
	<3 Projects		0	
<b>3.2.2</b>	<b>01 Team leader in seaports</b>	<b>34</b>		
3.2.2.1	Master's degree or higher in Port, Logistics, Commerce, Economics or Business Administration	6		
	- Responsive		6	
	- Non-responsive		0	
3.2.2.2	Experience in carrying out consulting projects in the seaport sector	6		
	$\geq 12$ years		6	
	From 6-11 years		4.2	
	< 6 years		0	
3.2.2.3	Participated in a strategic consulting project on seaport development from 2012 to the bid closing date	11		
	$\geq 3$ Projects		11	
	1 - 2 Projects		7.7	
	0 Projects		0	
3.2.2.4	Worked as Team Leader or higher for at least 02 strategic consulting projects on seaport development from 2012 to the bid closing date	11		
	- Responsive		11	
	- Non-responsive		0	

No.	Standard	Maximum score	Score range	Minimum score required
<b>3.2.3</b>	<b>02 Senior experts in seaports</b>	<b>32</b>		
3.2.3.1	Bachelor's degree or higher majoring in Seaport, Logistics, Commerce, Economics or Business Administration	6		
	- <i>Responsive</i>		6	
	- <i>Non-responsive</i>		0	
3.2.3.2	Experience in carrying out consulting projects in the seaport sector	6		
	≥ 10 years		6	
	From 5 to 9 years		4.2	
	< 5 years		0	
3.2.3.3	Participated in a strategic consulting project on seaport development from 2012 to the bid closing date	10		
	≥ 3 Projects		10	
	1 - 2 Projects		7	
	0 Projects		0	
3.2.3.4	Worked as a Senior expert or higher for at least 02 strategic consulting projects on seaport development from 2012 to the bid closing date	10		
	- <i>Responsive</i>		10	
	- <i>Non-responsive</i>		0	
<b>3.2.4</b>	<b>02 Consultants in seaports</b>	<b>24</b>		
3.2.4.1	Bachelor's degree or higher majoring in Seaport, Logistics, Commerce, Economics or Business Administration	4		
	- <i>Responsive</i>		4	
	- <i>Non-responsive</i>		0	
3.2.4.2	Experience working in seaports	4		
	≥ 5 years		4	
	From 2 to 4 years		2.8	
	< 2 years		0	
3.2.4.3	Participated in a strategic consulting project on seaport development from 2012 to the bid closing date	8		



No.	Standard	Maximum score	Score range	Minimum score required
	$\geq 3$ Projects		8	
	1 - 2 Projects		5.6	
	0 Projects		0	
3.2.4.4	Worked as a Consultant or higher for at least 01 strategic consulting project on seaport development from 2012 to the bid closing date	8		
	- Responsive		8	
	- Non-responsive		0	
<b>3.3</b>	<b>Personnel in shipping</b>	<b>130</b>		
3.3.1	<b>01 Project Manager in shipping</b>	<b>40</b>		
3.3.1.1	Master's degree or higher majoring in Shipping, Logistics, Commerce, Economics or Business Administration.	6		
	- Responsive		10	
	- Non-responsive		0	
3.3.1.2	Experience in implementing shipping consulting projects	6		4.2
	$\geq 15$ years		6	
	From 10 - 15 years		4.2	
	< 10 years		0	
3.3.1.3	Worked as Project Manager of strategic consulting for shipping development for shipping lines in the top 20 largest shipping lines in the world in terms of container transport capacity from 2012 to the bid closing date	14		9.8
	$\geq 3$ Projects		14	
	1 - 2 Projects		9.8	
	0 Projects		0	
3.3.1.4	Participated in strategic consulting projects for shipping development for shipping lines in the top 20 largest shipping lines in the world in terms of container transport capacity from 2012 to the bid closing date	14		
	$\geq 5$ Projects		14	
	3-4 Projects		9.8	
	<3 Projects		0	

No.	Standard	Maximum score	Score range	Minimum score required
<b>3.3.2</b>	<b>01 Team leader in shipping</b>	<b>34</b>		
3.3.2.1	Master's degree or higher majoring in Shipping, Logistics, Commerce, Economics or Business Administration.	6		
	- <i>Responsive</i>		6	
	- <i>Non-responsive</i>		0	
3.3.2.2	Experience in implementing consulting projects in shipping	6		
	≥ 12 years		6	
	From 6-11 years		4.2	
	< 6 years		0	
3.3.2.3	Participated in a strategic consulting project for shipping development from 2012 to present	11		
	≥ 3 Projects		11	
	1 - 2 Projects		7.7	
	0 Projects		0	
3.3.2.4	Worked as a Team Leader or higher for at least 02 strategic consulting projects for shipping development from 2012 to present	11		
	- <i>Responsive</i>		11	
	- <i>Non-responsive</i>		0	
<b>3.3.3</b>	<b>02 Senior experts in shipping</b>	<b>32</b>		
3.3.3.1	Bachelor's degree or higher majoring in Shipping, Logistics, Commerce, Economics or Business Administration.	6		
	- <i>Responsive</i>		6	
	- <i>Non-responsive</i>		0	
3.3.3.2	Experience in implementing consulting projects in shipping	6		
	≥ 10 years		6	
	From 5 to 9 years		4.2	
	< 5 years		0	
3.3.3.3	Participated in a strategic consulting project for shipping development from 2012 to present	10		
	≥ 3 Projects		10	

No.	Standard	Maximum score	Score range	Minimum score required
	<i>1 - 2 Projects</i>		7	
	<i>0 Projects</i>		0	
3.3.3.4	Worked as a Senior Specialist or higher for at least 02 strategic consulting projects for shipping development from 2012 to present	10		
	- <i>Responsive</i>		10	
	- <i>Non-responsive</i>		0	
<b>3.3.4</b>	<b>02 Consultants in shipping</b>	<b>24</b>		
3.3.4.1	Bachelor's degree or higher majoring in Shipping, Logistics, Commerce, Economics or Business Administration.	4		
	- <i>Responsive</i>		4	
	- <i>Non-responsive</i>		0	
3.3.4.2	Experience working in shipping	4		
	<i>≥ 5 years</i>		4	
	<i>From 2 to 4 years</i>		2.8	
	<i>&lt; 2 years</i>		0	
3.3.4.3	Participated in a strategic consulting project for shipping development from 2012 to the bid closing date	8		
	<i>≥ 3 Projects</i>		8	
	<i>1 - 2 Projects</i>		5.6	
	<i>0 Projects</i>		0	
3.3.4.4	Worked as a consultant or higher for at least 01 strategic consulting project for shipping development from 2012 to the bid closing date.	8		
	- <i>Responsive</i>		8	
	- <i>Non-responsive</i>		0	
<b>3.4</b>	<b>Personnel in logistics</b>	<b>110</b>		
<b>3.4.1</b>	<b>01 Project Manager in logistics</b>	<b>35</b>		
3.4.1.1	Master's degree or higher majoring in Seaport, Shipping, Logistics, Commerce, Economics or Business Administration.	6		
	- <i>Responsive</i>		6	

No.	Standard	Maximum score	Score range	Minimum score required
	- <i>Non-responsive</i>		0	
3.4.1.2	Experience in implementing logistics consulting projects	6		4.2
	≥ 15 years		6	
	From 10 - 15 years		4.2	
	< 10 years		0	
3.4.1.3	Worked as Project Manager of logistics development strategy consulting for port operators of over 8 million TEU in the world or shipping lines in the top 20 largest shipping lines in the world in terms of container transport capacity. from 2012 to the bid closing date.	12		8.4
	≥ 3 Projects		12	
	1 - 2 Projects		8.4	
	0 Projects		0	
3.4.1.4	Participated in logistics development strategy consulting projects for port operators of over 8 million TEU in the world or shipping lines in the top 20 largest shipping lines in the world in terms of container transport capacity from 2012 to the bid closing date.	11		
	≥ 5 Projects		11	
	3-4 Projects		7.7	
	<3 Projects		0	
<b>3.4.2</b>	<b>01 Team leader in logistics</b>	<b>29</b>		
3.4.2.1	Master's degree or higher majoring in Seaport, Shipping, Logistics, Commerce, Economics or Business Administration.	5		
	- <i>Responsive</i>		5	
	- <i>Non-responsive</i>		0	
3.4.2.2	Experience in implementing logistics consulting projects	5		
	≥ 12 years		5	
	From 6-11 years		3.5	
	< 6 years		0	
3.4.2.3	Participated in a strategic consulting project on logistics development from 2012 to the bid closing date	10		

No.	Standard	Maximum score	Score range	Minimum score required
	$\geq 3$ Projects		10	
	1 - 2 Projects		7	
	0 Projects		0	
3.4.2.4	Worked as Team Leader or higher for at least 02 strategic consulting projects for logistics development from 2012 to the bid closing date	9		
	- Responsive		9	
	- Non-responsive		0	
<b>3.4.3</b>	<b>02 Senior experts in logistics</b>	<b>27</b>		
3.4.3.1	Bachelor's degree or higher majoring in Seaport, Shipping, Logistics, Commerce, Economics or Business Administration	5		
	- Responsive		5	
	- Non-responsive		0	
3.4.3.2	Experience in implementing logistics consulting projects	5		
	$\geq 10$ years		5	
	From 5 to 9 years		3.5	
	< 5 years		0	
3.4.3.3	Participated in a strategic consulting project on logistics development from 2012 to the bid closing date	9		
	$\geq 3$ Projects		9	
	1 - 2 Projects		6.3	
	0 Projects		0	
3.4.3.4	Worked as a Senior expert for at least 02 strategic consulting projects for logistics development from 2012 to the bid closing date	8		
	- Responsive		8	
	- Non-responsive		0	
<b>3.4.4</b>	<b>02 Consultants in logistics</b>	<b>19</b>		
3.4.4.1	Bachelor's degree or higher majoring in Seaport, Shipping, Logistics, Commerce, Economics or Business Administration	3		
	- Responsive		3	
	- Non-responsive		0	

No.	Standard	Maximum score	Score range	Minimum score required
3.4.4.2	Working experience in logistics	3		
	≥ 5 years		3	
	From 2 to 4 years		2.1	
	< 2 years		0	
3.4.4.3	Participated in a strategic consulting project on logistics development from 2012 to the bid closing date	7		
	≥ 3 Projects		7	
	1 - 2 Projects		4.9	
	0 Projects		0	
3.4.4.4	Worked as a Consultant for at least 01 strategic consulting project for logistics development from 2012 to the bid closing date.	6		
	- Responsive		6	
	- Non-responsive		0	
<b>3.5</b>	<b>Personnel in digital transformation</b>	<b>90</b>		
<b>3.5.1</b>	<b>01 Project manager in digital transformation</b>	<b>30</b>		
3.5.1.1	Master's degree or higher in information technology, digital transformation or business administration	5		
	- Responsive		5	
	- Non-responsive		0	
3.5.1.2	Experience in implementing consulting projects in digital transformation	5		
	≥ 15 years		5	
	From 10 - 15 years		3.5	
	< 10 years		0	
3.5.1.3	Worked as a project manager in consulting and implementing digital transformation strategies for port operators of over 8 million TEUs in the world or shipping lines in the top 20 largest shipping lines in the world in terms of container transport capacity from 2012 to the bid closing date.	10		
	≥ 3 Projects		10	
	1 - 2 Projects		7	

No.	Standard	Maximum score	Score range	Minimum score required
	<i>0 Projects</i>		0	
3.5.1.4	Participated in consulting projects, implementing digital transformation strategies for port operators of over 8 million TEU in the world or shipping lines in the top 20 largest shipping lines in the world in terms of container transport capacity from 2012 to the bid closing date.	10		
	<i>≥ 5 Projects</i>		10	
	<i>3-4 Projects</i>		7	
	<i>&lt;3 Projects</i>		0	
<b>3.5.2</b>	<b>01 Team leader in digital transformation</b>	<b>22</b>		
3.5.2.1	Master's degree or higher in information technology, digital transformation or business administration	4		
	- <i>Responsive</i>		4	
	- <i>Non-responsive</i>		0	
3.5.2.2	Experience in implementing consulting projects in digital transformation	4		
	<i>≥ 12 years</i>		4	
	<i>From 6-11 years</i>		2.8	
	<i>&lt; 6 years</i>		0	
3.5.2.3	Participated in a digital transformation strategy consulting project from 2012 to the bid closing date	7		
	<i>≥ 3 Projects</i>		7	
	<i>1 - 2 Projects</i>		4.9	
	<i>0 Projects</i>		0	
3.5.2.4	Worked as a Team Leader or higher at least 02 digital transformation strategy consulting projects from 2012 to the bid closing date	7		
	- <i>Responsive</i>		7	
	- <i>Non-responsive</i>		0	
<b>3.5.3</b>	<b>02 Senior experts in digital transformation</b>	<b>20</b>		
3.5.3.1	Bachelor's degree or higher majoring in information technology, digital transformation or business administration	3		
	- <i>Responsive</i>		3	

No.	Standard	Maximum score	Score range	Minimum score required
	- <i>Non-responsive</i>		0	
3.5.3.2	Experience in implementing consulting projects in digital transformation	3		
	≥ 10 years		3	
	From 5 to 9 years		2.1	
	< 5 years		0	
3.5.3.3	Participated in a digital transformation strategy consulting project from 2012 to the bid closing date	7		
	≥ 3 Projects		7	
	1 - 2 Projects		4.9	
	0 Projects		0	
3.5.3.4	Worked as a Senior expert for at least 02 digital transformation strategy consulting projects from 2012 to the bid closing date	7		
	- <i>Responsive</i>		7	
	- <i>Non-responsive</i>		0	
<b>3.5.4</b>	<b>02 Consultants in digital transformation</b>	<b>18</b>		
3.5.4.1	Bachelor's degree or higher majoring in information technology, digital transformation or business administration	3		
	- <i>Responsive</i>		3	
	- <i>Non-responsive</i>		0	
3.5.4.2	Experience working in digital transformation	3		
	≥ 5 years		3	
	From 2 to 4 years		2.1	
	< 2 years		0	
3.5.4.3	Participated in a digital transformation strategy consulting project from 2012 to the bid closing date	6		
	≥ 3 Projects		6	
	1 - 2 Projects		4.2	
	0 Projects		0	



No.	Standard	Maximum score	Score range	Minimum score required
3.5.4.4	Worked as a Consultant or higher for at least 01 digital transformation strategy consulting project from 2012 to the bid closing date	6		
	- <i>Responsive</i>		6	
	- <i>Non-responsive</i>		0	
	<b>Total (100%)</b>	<b>1000</b>		<b>700</b>

Note:

- For the purpose of establishing the finished projects, the bidder shall present documentation attesting to the contract's completion.

- The bidder shall present documents establishing the qualifications of the experts such as: Master's or Bachelor's degree, Decision on assignments, consulting service contracts accompanied by a list of experts, certification of employers or other equivalent documents etc...to prove that the bidder meets the requirements of qualifications.

- The bidder shall not propose more than one expert for a single position or one expert for different positions.

- The bidder can propose key experts on the bidder's payroll or mobilize them from a third party.

- 1 year of experience means 12 months.

- The shipping lines in the top 20 largest shipping lines in the world in terms of container transport capacity are the shipping lines named in the top 20 of Alphaliner TOP 100 (<https://alphaliner.axsmarine.com/PublicTop100/>) or equivalent.

- The score for positions requiring more than one expert will be determined by averaging the scores given to the experts proposed by the bidder.

### **3. Examining and evaluating the eligibility of financial part**

#### **3.1. Examining the eligibility of financial part:**

a) Examining the number of originals and copies of the financial part;

b) Examining the components of the financial part, including: the letter of bid – financial part; summary of costs, remuneration for experts, breakdown of remuneration (if any), and other components of the financial part stipulated in ITB 10;

c) Examining the consistency between the content of the originals and the copies for the purpose of detailed evaluation of the financial proposal.

The examination of financial parts shall not lead to the rejection of financial parts.

### **3.2. Evaluating the eligibility of financial part:**

The financial part is considered eligible if it fully meets the following requirements:

a) It includes the original financial part;

b) It includes the Letter of bid – Financial part signed and sealed (if any) by the bidder’s legal representative as required by the bidding document; the time of signing the letter of bid shall be consistent with the starting time of the procurement process; the bid price stated in the letter of bid shall be specific and fixed in number and words and the bid price in number and words shall be logical and match the amount stated in the summary of costs. A proposal of different bid prices or conditions that cause disadvantages for the Employer or Procuring Entity is not accepted. For a JV, the letter of bid shall be signed by the legal representative or authorized representative of each member of the JV and affixed with the stamp of each member of the JV (if any) or signed by the member who is authorized in the joint-venture agreement to on behalf of the JV sign on the letter of bid;

c) The validity period of the financial part meets the requirements in ITB 15.1.

The bidder who submits an eligible financial part will have its financial part evaluated in detail.

## **4. Criteria for evaluation of financial proposal**

Step 1. Determination of the bid price;

Step 2. Determination of bid price after application of discount (if any), and conversion of the bid price to a common currency (if any).

Step 3. Determination of financial score

The financial score is determined on the basis of the bid price after the discount (if any) excluding taxes, fees and charges, as follows:

$$\text{Financial score}_{\text{under consideration}} = \frac{G_{\text{lowest}} \times T}{G_{\text{under consideration}}}$$

In which:

- + Financial score<sub>under consideration</sub>: the financial score of the proposal under consideration;
- + G<sub>lowest</sub>: the lowest price after discount (if any) among the bidders whose financial proposals are evaluated;
- + G<sub>under consideration</sub>: the bid price after discount (if any) of the proposal under consideration.
- + T: the maximum technical score.

Step 4. Determination of combined score:

Combined score = K x Technical score<sub>under consideration</sub> + G x Financial score<sub>under consideration</sub>

In there:

- + Technical score<sub>under consideration</sub> : the score determined at the technical evaluation step;
- + Financial score<sub>under consideration</sub> : the score determined at the financial evaluation step;
- + K: the weight given to the technical proposal, which is 80%;
- + G: the weight given to the financial proposal, which is 20% ;

Step 5. Determination of preferences (if any) as specified in ITB 28;

Step 6. Ranking of bidders: The bidder with the highest combined score following application of preference (if any) will be ranked first.

## **SECTION IV. BIDDING FORMS**

### **A. Bidding forms of Technical Part**

Form No. 01. Letter of bid

Form No. 02. Power of attorney

Form No. 03. Joint venture agreement

Form No. 04. Bidder's organization and experience

Form No. 05. Comments and suggestions on the Terms of Reference

Form No. 06. Description of the approach, methodology

Form No. 07. Curriculum Vitae of proposed key experts

Form No. 08. Work schedule

Form No. 09. Team composition

Form No. 10. Scope of sub-contracting

### **B. Bidding forms of Financial Part**

Form No. 11. Letter of bid

Form No. 12. Remuneration for experts

Form No. 12(a). Breakdown of remuneration

Form No. 13. Reimbursable expenses

Form No. 14. Summary of costs

## **A. BIDDING FORMS – TECHNICAL PART**

**LETTER OF BID<sup>(1)</sup>**  
**(of Technical part)**

Date: \_\_\_[insert date of signing of Letter of bid]

Package's name: \_\_\_[insert the package's name according to the bid notice]

Project's name: \_\_\_[insert the project's name]

To: \_\_\_[insert the complete and accurate name of the Procuring Entity]

After carefully studying the bidding document [in case of revisions, insert “and revisions thereof \_\_\_ [insert the reference number of the revisions]”] published on the National E-procurement System by the Procuring Entity, we, \_\_\_ [insert the Bidder's name], pledge ourselves to perform \_\_\_ [insert the name of procurement package] in accordance with the bidding document.

We hereby declare that<sup>(2)</sup>:

1. We only participate in this bid as a prime bidder.
2. We're neither being in the process of dissolution or revocation nor being subject to any determination of insolvency as regulated by the laws of the country of business registration.
3. We do not breach the regulations on ensuring competition in procurement.
4. We have fulfilled the tax liabilities of the most recent fiscal year prior to the deadline for submission of bid.
5. We are not being under suspension from tendering in any country or territory.
6. We do not proceed any practices of corruption, bribe, collusion, obstruction and other violated provisions of the law on procurement when participating this package.
7. The information declared in the bid is truthful.
8. We are not being found to have serious or frequent violations of important obligations in one or more contracts within the last 05 years.
9. We do not subject to the final judgment of the court on serious crimes or other serious violations within 03 years before the deadline for submission of Bid.
10. There is no evidence that the bidder has committed serious violations of professional ethics within 03 years before the deadline for submission of Bid.
11. In case of winning the bid, the bid and clarification, supplemental documents of the bid constitute the agreement of responsibilities between the two

parties until the contract is signed.

This bid shall be valid for a period of .....<sup>(3)</sup> days, from.....*[insert date]*<sup>(4)</sup>

**Legal representative of the bidder**<sup>(5)</sup>

*[insert name, title, sign and stamp]*

Note:

(1) Bidders should note that the Letter of bid shall be filled with complete and accurate information about the name of the Procuring Entity, the Bidder, the name of the package, and the name of the project.

The Letter of bid shall be signed and stamped (if any) by the bidder's legal representative, the validity period of the bid shall meet the requirements of the bidding document, and the time for signing the Letter of bid shall be consistent with the starting time of the procurement process as prescribed in Clause 1, Section III - Evaluation Criteria.

(2) In case the Employer detects that the bidder violates these commitments, the bid will be rejected and the bidder will be handled for violations according to regulations.

(3) Insert the number of days in accordance with BDS 15.1. The validity period of the Technical part is calculated from the date for bid closing to the last effective date as specified in the bidding document. From the deadline for submission of bid to 24:00 hours of the bid closing date is counted as one (01) day.

(4) Insert the bid closing date as prescribed in BDS 18.1.

(5) In case the bidder's legal representative authorizes a subordinate to sign the Letter of bid, the Power of Attorney shall be enclosed with the Form No. 02 of this Section; In case the company charter or other relevant documents assign responsibilities to the subordinates to sign the Letter of bid, these documents shall be attached (no need to make a Power of Attorney according to Form No. 02 of this Section). In case the bidder is the joint venture, the Letter of bid shall be signed by the legal representative of each member of the joint venture or an authorized representative of the joint venture on behalf of the joint venture under the Joint Venture Agreement according to Form No. 03 of this Section. In case each member of the joint venture has authorization, it is similar to the case of a single bidder.

In case a foreign bidder has no seal, a competent organization's certification shall be provided that the signature in the letter of bid and other documents in the bid are of the bidder's legal representative.

**POWER OF ATTORNEY<sup>(1)</sup>**

Today, \_\_\_ [insert date of signing], in \_\_\_ [insert place of signing]

I \_\_\_ [insert complete name, number of identification or passport, title of legal representative of the bidder], who is lawful representative of the bidder \_\_\_ [insert name of the bidder] having address at \_\_\_ [insert address of the bidder], do hereby authorize \_\_\_ [insert name, number of identification or passport, title of person who is authorized] shall implement the following works during participating in the \_\_\_ [insert name of the package] under the project \_\_\_ [insert name of the project] organized by \_\_\_ [insert name of the Procuring Entity]:

*[- Signing the Letter of bid under Technical Part and Financial Part;*

*- Signing the Joint Venture Agreement (if any);*

*- Signing all letters, documents for correspondence with the Procuring Entity during the bidding process, including request writing for clarification of bidding document as well as writing for clarification of bid or modification, substitution, withdrawal of Technical part and Financial part;*

*- Participating in the negotiation process and finalization of contract;*

*- Signing the petition letter in case of the bidder filing a petition;*

*- Signing the contract with the Employer if selected for contract award] <sup>(2)</sup>.*

The above authorized person only implements works in scope of authorization on behalf of \_\_\_ [insert name of bidder]. \_\_\_ [Insert name of legal representative of bidder] shall bear full responsibilities for items executed by \_\_\_ [insert name of authorized person] in scope of authorization.

The Power of Attorney is effective from \_\_\_\_\_ [insert date] to \_\_\_\_\_ [insert date]<sup>(3)</sup>. This Power of Attorney shall be prepared in \_\_\_ originals having equal validity, the authorized person shall keep \_\_\_ original(s), the authorizing person shall keep \_\_\_ original(s) and the Procuring Entity shall keep \_\_\_ original(s).

**Authorized Person**

**Authorizer**

*[insert name, title, sign and stamp]*

*[insert name of lawful representative of the bidder, title, sign and stamp]*

Note:

(1) The Bidder shall submit the original of the Power of Attorney to the

Procuring Entity, if authorized, together with the Letter of bid as specified in ITB 16.3. The Bidder's legal representative may authorize their deputies, subordinates, directors of branches, and heads of representative offices of the Bidder to perform the tasks on behalf of the Bidder. The use of stamp (if any) in case of authorizing can be stamp of the bidder or stamp of organization that related individuals are being authorized (stamps of branches, dependent accounting subsidiaries, etc.)...

(2) Scope of authorization shall include one or multiple tasks above.

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



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

\_\_\_\_, \_\_\_/ \_\_\_/ \_\_\_\_ [*insert place and date of signing*]

Package: \_\_\_\_\_ [*insert name of the package*]

Project: \_\_\_\_\_ [*insert name of the project*]

Pursuant to<sup>(2)</sup> \_\_\_\_\_ [*Public Procurement Law No. 43/2013/QH13 dated 26 November 2013*];

Pursuant to<sup>(2)</sup> \_\_\_\_\_ [*Decree No. 63/2014/NĐ-CP dated 26 June 2014 detailing a number of articles of the Public Procurement Law regarding contractor selection*];

In response to the bidding document for package \_\_\_\_\_ [*insert name of package*] dated on \_\_\_\_\_ [*insert issued date of bidding document*].

We, parties to this Joint Venture Agreement:

**Name of the first member of the joint venture** \_\_\_\_\_ [*insert name of the first member of the joint venture*]:

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

Title: \_\_\_\_\_

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

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

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

Email: \_\_\_\_\_

Account No.: \_\_\_\_\_

Tax reference number: \_\_\_\_\_

The Power of Attorney No. \_\_\_\_\_ dated \_\_\_\_\_ (*in case of authorization*)

**Name of the second member of the joint venture** \_\_\_\_\_ [*insert name of the second member of the joint venture*]:

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

Title: \_\_\_\_\_

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

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

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

Email: \_\_\_\_\_

Account No.: \_\_\_\_\_

Tax reference number: \_\_\_\_\_

The Power of Attorney No. \_\_\_\_\_ dated \_\_\_\_\_ (in case of authorization)

.....

**Name of the n<sup>th</sup> member of the joint venture** \_\_\_\_\_ [insert name of the n<sup>th</sup> member of the joint venture]:

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

Title: \_\_\_\_\_

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

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

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

Email: \_\_\_\_\_

Account No.: \_\_\_\_\_

Tax reference number: \_\_\_\_\_

The Power of Attorney No. \_\_\_\_\_ dated \_\_\_\_\_ (in case of authorization)

Parties (hereinafter referred to as Members) agree to sign the Joint Venture Agreement with the following contents:

### **Article 1. General principle**

1. All the members volunteer to take shape the joint venture to participate in the bidding process for \_\_\_\_\_ [insert name of package] of \_\_\_\_\_ [insert name of project].

2. The joint venture members are unanimous in the name of the joint venture for all the transaction relating to this package being: \_\_\_\_\_ [name of the joint venture].

3. The joint venture members shall commit that none of joint venture member takes part in this bidding independently or in a form of another joint venture. In case of awarding the contract, none of the joint venture member has the right to refuse to execute all the responsibilities and obligations as regulated in the contract. In case that the joint venture member refuses to complete his responsibilities as agreed, that joint venture member shall be dealt as follows:

- *Compensating for all the loss of parties in the joint venture;*

- *Compensating for all the loss of the Employer according to the regulations in the contract;*

- *Other forms of treatment \_\_\_\_ [specify other forms of treatment].*

## **Article 2. Task Assignment**

The joint venture members are absolutely together on assigning the tasks for executing \_\_\_\_ *[insert name of the package]* of \_\_\_\_ *[insert name of the project]* to each member as follows<sup>(3)</sup>:

1) The lead member of the joint venture:

Parties unanimously authorize \_\_\_\_ *[insert name of one party]* to be the Lead member of the joint venture, to be the representative of the joint venture to perform the following tasks:

*[- Sign the Letter of bid under technical part and financial part;*

*- Sign all letters, documents for correspondence with the Procuring Entity during the bidding process, including requests for clarification of the bidding document as well as clarification of bid or modification, substitution, withdrawal of bid;*

*- Participate in negotiation and completion the contract;*

*- Sign the petition letter in case the bidder files the petition;*

*- Perform other tasks except for the signing of the contract \_\_\_\_ [specify other tasks (if any)].*

2. All joint venture members agree assigning responsibility for each member as in the table below<sup>(3)</sup>:

<b>No.</b>	<b>Name of member</b>	<b>Description of work's scope</b>	<b>Proportion of total bid price</b>
1	<i>[name of Lead member]</i>	- ____ - ____	- ____% - ____%
2	<i>[name of the 2nd member]</i>	- ____ - ____	- ____% - ____%
....	....	....	.....
<b>Total</b>		<b>All of work for contract performance</b>	<b>100%</b>

## **Article 3: Effectiveness of the Joint Venture Agreement**

1. The Joint Venture Agreement is effective from the signing date.

2. The Joint Venture Agreement expires in the following cases:

- All the parties have fulfilled their responsibilities and obligations and liquidate the contract;
- The agreement is unanimously terminated by all parties;
- The joint venture is not awarded the contract;
- The bidding for \_\_\_\_\_ [*insert name of the procurement package*] of \_\_\_\_\_ [*insert name of the project*] is cancelled as notified by the Procuring Entity.

This Joint Venture Agreement shall be prepared in \_\_\_ originals which having equal validity, each party shall keep \_\_\_ original(s).

**LEGAL REPRESENTATIVE OF THE LEAD MEMBER**

*[insert name, title, sign and stamp]*

**LEGAL REPRESENTATIVE OF THE JOINT VENTURE MEMBER**

*[insert name, title, sign and stamp of each member]*

Note:

(1) Provide the updated legal normative documents in force.

(2) The assignment of responsibilities includes one or more of the above tasks. In case the joint venture assigns a member other than the lead member of the joint venture to sign the Letter of bid, it shall be clearly stated in Article 2.

(3) The Bidder shall clearly state the specific work and the corresponding estimated proportion of work, joint and separate responsibilities of each joint venture members, including the Lead member. The arrangement of work among joint venture members shall be based solely on the TOR, not on other items that fall outside the TOR.

**BIDDER’S ORGANIZATION AND EXPERIENCE**

**A. Bidder’s organization**

*[Provide here a brief description of the background and organization of the bidder, and – in case of a joint venture – of each member for this assignment. Provide the number of specialized experts with whom the bidder signs a long-term or indefinite-term employment contract, and state the number of years of experience of each expert.]*

**B. Bidder’s experience**

List previous similar assignments completed in the last \_\_\_\_ years *[insert the number of years]*<sup>1</sup>.

Insert the table below for each of the similar assignments for which the Bidder was contracted as an independent Bidder or was one of the joint venture members. For each assignment, it should indicate the names of the Bidder’s key experts and subcontractors who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Bidder).

Assignments completed by the Bidder’s individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Bidder but can be claimed by the experts themselves in their CVs.

<b>Duration</b>	<b>Assignment name <sup>(1)</sup></b>	<b>Procurement name, project name, name of Employer, location of assignment</b>	<b>Contract value <sup>(2)</sup></b>	<b>Role on the assignment <sup>(3)</sup></b>	<b>Contract performance duration <sup>(4)</sup></b>	<b>Actual contract performance duration <sup>(4)</sup> <i>(In case of delay, clearly state the reason)</i></b>

<sup>1</sup> Indicate the number of years based on the nature and requirements of the procurement (often 3, 4, or 5 years). The offers of bidders who have been in business for less than three years will be considered and evaluated without being rejected.

<b>Duration</b>	<b>Assignment name <sup>(1)</sup></b>	<b>Procurement name, project name, name of Employer, location of assignment</b>	<b>Contract value <sup>(2)</sup></b>	<b>Role on the assignment <sup>(3)</sup></b>	<b>Contract performance duration <sup>(4)</sup></b>	<b>Actual contract performance duration <sup>(4)</sup></b> <i>(In case of delay, clearly state the reason)</i>

The bidder shall enclose copies of relevant documents.

Note:

- (1) Brief description of main deliverables/outputs.
- (2) In the case of a joint venture, insert the value of the services performed.
- (3) Specify the role as main bidder, sub-contractor or member of a JV.
- (4) Specify “from date... to date...”

**COMMENTS OR SUGGESTIONS ON THE TERMS OF REFERENCE**

*[Insert comments and suggestions on the Terms of reference that could improve the quality/effectiveness of the assignment]*

Comments and suggestions on the Terms of reference:

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

## DESCRIPTION OF THE APPROACH AND METHODOLOGY

*[Suggested structure of your Technical Proposal (including charts) include 3 sections as below:*

**1. Approach and methodology:** *Explain your understanding of the objectives of the assignment as outlined in the Terms of reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output and the degree of detail of such output. Please do not repeat/copy the TORs in here.*

**2. Work plan:***Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, milestones (including interim approvals by the Employer), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here.*

**3. Organization and staffing:** *Please describe the structure and composition of your team, including the list of the key experts, non-key experts and relevant technical and administrative support staff. ]*



**CURRICULUM VITAE (CV) OF PROPOSED KEY EXPERTS**

Name of bidder:

<b>Position title and No.</b>	<i>[e.g., K-1, TEAM LEADER]</i>
<b>Name of Expert:</b>	<i>[Insert full name]</i>
<b>Date of Birth:</b>	<i>[day/month/year]</i>
<b>Country of Citizenship/Residence</b>	

**Education:** \_\_\_\_\_ *[List specialized courses, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained]*

---

**Employment record relevant to the assignment:** \_\_\_\_\_ *[Starting with present position, list in reverse order. Past employment that is not relevant to the assignment does not need to be included.]*

<b>Period</b>	<b>Employing organization and your title/position. Contact information for references</b>	<b>Location</b>	<b>Summary of activities performed relevant to the assignment</b>

**Membership in professional associations and publications:**

---

**Language skills** (indicate only languages in which you can work):

---

I hereby certify that the information above is accurate; should it not be, I shall be held accountable before the laws.

\_\_\_\_\_, [day/month/year]

**Prepared by**

*[Signature, title and full name]*

Note:

- This form must be filled out by each individual key expert on the list indicated in Form No. 09 of this Section.
- The bidder shall submit a copy of the labor contract, diploma and professional certificate of each proposed expert.

## WORK SCHEDULE

No.	Deliverables <sup>(1)</sup>	Months/days <sup>(2)</sup>							
		1	2	3	4	5	.....	n	Total
<b>1</b>	<b><i>[Example: Deliverable 1:</i></b>								
	<i>1) data collection</i>								
	<i>2) drafting</i>								
	<i>3) inception report</i>								
	<i>4) incorporating comments</i>								
	<i>5) ...</i>								
	<i>6) delivery of final report to Client]</i>								
<b>2</b>	<b><i>[Deliverable 2]</i></b>								
...									

Note:

- (1) List the deliverables with the breakdown for activities required to produce them and other benchmarks.
- (2) Duration of activities shall be indicated in a form of a bar chart. Include a legend, if necessary, to help read the chart.

## TEAM COMPOSITION

No.	Name	Citizen identification no./ ID card no./ Passport no.	Position	Source of mobilization	Work location	Expert's input <i>[in days or months]</i> (1)			Total time-input (in days/months )
						Deliverable 1	Deliverable 2	... (2)	
<i>I</i>	<b>Key experts</b> <sup>(3)</sup>								
<i>1</i>	<i>Nguyen Van A</i>			<i>[Insert “In-house” or “Third-party” ]</i>	<i>[Company]</i>				
					<i>[Field]</i>				
<i>2</i>					<i>[Company]</i>				
					<i>[Field]</i>				
	...								
	<b>Sub-total</b>								

No.	Name	Citizen identification no./ ID card no./ Passport no.	Position	Source of mobilization	Work location	Expert's input <i>[in days or months]</i> (1)			Total time-input (in days/months )
						Deliverable 1	Deliverable 2	... (2)	
<i>II</i>	<b>Non-key experts</b>								
<i>1</i>				<i>[Insert "In-house" or Third-party"]</i>	<i>[Company]</i>				
					<i>[Field]</i>				
<i>2</i>	...				<i>[Company]</i>				
					<i>[Field]</i>				
	<b>Sub-total</b>								

Note:

(1) The input should be expressed in days or months if BDS 14.3 so specifies; the sub-total for key experts must not be less than what is specified in BDS 14.3.

(2) To be consistent with Form No. 08 of this Section.

(3) The positions and number of key experts shall meet the requirements stated in Table No. 01 of Clause 2 under Section III - Evaluation criteria.



**SCOPE OF SUB-CONTRACTING**

<b>STT</b>	<b>Name of subcontract or <sup>(2)</sup></b>	<b>Scope of work <sup>(3)</sup></b>	<b>Quantity <sup>(4)</sup></b>	<b>Estimated percentage <sup>(5)</sup></b>	<b>Contract or agreement with subcontractors <sup>(6)</sup></b>
1					
2					
3					
4					
...					

Note:

(1) In case the bidding document stipulates the use of subcontractors, the bidder shall complete this Form.

(2) The bidder shall indicate the name of the proposed sub-contractor. In case the subcontractor cannot be specified at the time of bid submission, this column may be left empty. Still required is the completion of the "Scope of work" column. The successful bidder, when mobilizing sub-contractors to perform the stated services, shall obtain the Employer's approval.

(3) The name of the work item assigned to the subcontractor shall be specified by the bidder.

(4) The quantity assigned to the subcontractor shall be specified by the bidder.

(5) The percentage of the bid price assigned to the subcontractor shall be specified by the bidder.

(6) The bidder shall specify the reference number of the contract or agreement. The bidder shall enclose the originals or certified copies of such documents.

## B. BIDDING FORMS OF FINANCIAL PART

Form No. 11

### LETTER OF BID<sup>(1)</sup> (of Financial Part)

Date: \_\_\_[insert date of signing of Letter of bid]

Package's name: \_\_\_[insert the package's name according to the bid notice]

Project's name: \_\_\_[insert the project's name]

To: \_\_\_[insert the complete and accurate name of the Procuring Entity]

After carefully studying the bidding document [in case of revisions, insert “and revisions thereof \_\_\_ [insert the reference number of the revisions]”] published on the National E-procurement System by the Procuring Entity, we, \_\_\_[insert the Bidder’s name], pledge ourselves to perform \_\_\_[insert the name of procurement package] in accordance with the bidding document. In conjunction with our Technical Part, we hereby enclose our Financial Part with the total amount \_\_\_[insert the amount in figures, in words, and currency] <sup>(2)</sup> together with the summary of costs<sup>(3)</sup>.

This Financial Part shall be valid for a period of \_\_\_<sup>(4)</sup> days, from \_\_\_[insert date]<sup>(5)</sup>

**Legal representative of the bidder** <sup>(6)</sup>

[insert name, title, sign and stamp <sup>(7)</sup>]

Note:

(1) Bidders should note that the Letter of bid shall be filled with complete and accurate information about the name of the Procuring Entity, the Bidder, the name of the package, and the name of the project.

The letter of bid shall signed and sealed (if any) by the legal representative of the bidder. The validity period of the Financial Part shall meet the requirements of



the bidding document. The time for signing the Letter of bid shall be consistent with the starting time of the procurement process as prescribed in Clause 1 under Section III - Evaluation Criteria.

(2) If several currencies are permitted for the financial offer, the bidder shall state the amount in words and numbers for each of them. The bid price stated in the Letter of bid shall be specific and fixed in figures and words, and the bid price in figures and words shall be logical and match the amount stated in the summary of costs. The Procuring Entity and the Employer shall not suffer disadvantages as a result of proposals for differing bid pricing or conditions.

(3) Bidders wishing to offer discounts shall specify them in the letter of bid or a letter of discount.

(4) Insert the period of validity of bid as specified in BDS 15.1. The validity period of the bid will be calculated from the date for bid closing to the last effective date as specified in the bidding document. From the deadline for submission of bid to 24:00 of the bid closing date is counted as one (01) day.

(5) Insert the bid closing date as specified in Section 18.1 BDL.

(6) In case the bidder's legal representative authorizes a subordinate to sign the Letter of bid, a Power of attorney shall be prepared in accordance with the Form No. 02 of this Section; In case the company charter or other relevant documents assign responsibilities to the subordinates to sign the Letter of bid, these documents shall be submitted (while a Power of attorney according to Form No. 02 of this Section is not required). If the bidder is a JV, the Letter of bid shall be signed by the legal representative of each JV member or by the authorized representative of the JV in accordance with the JV agreement created in accordance with Form No. 03 of this Section. If every JV member uses authorization, it must be acted upon as if it were an independent bidder.

If a foreign bidder doesn't have a seal, a competent body shall certify that the bidder's legal representative signed the Letter of Bid and all other documents included in the bid.

**REMUNERATION FOR EXPERTS**

Currency: \_\_\_\_\_

No.	Full name	Position	Work location	Remuneration rate per working month/day	Number of months (days)	Remuneration	Total
	(1)	(2)	(3)	(4)	(5)	(6) = (4) x (5)	(7)
<b>I</b>	<b>Key experts</b>						
1			Company			(a)	(a)+(b)
			Field			(b)	
2	...		Company				
			Field				
<b>II</b>	<b>Non-key experts</b>						
1			Company				
			Field				
2	...		Company				
			Field				
<b>Total</b>							

Note: The bidder shall complete this Form if a breakdown of remuneration for experts is not required in the bidding document. If a breakdown of remuneration for experts is required, the bidder shall also complete Form No. 12A of this Section.

**REIMBURSABLE EXPENSES**

<b>No.</b>	<b>Description</b>	<b>Unit</b>	<b>Unit cost (1)</b>	<b>Quantity (2)</b>	<b>Amount (3) = (1) x (2)</b>
1	<i>[Per diem allowances]</i>	<i>[Day]</i>			
2	<i>[Flight]</i>	<i>[Ticket]</i>			
3	<i>[Communication costs]</i>				
4	<i>[Equipment, documents...]</i>				
5	<i>[Domestic transportation]</i>				
6	<i>[Office rent, supporting staff]</i>				
7	<i>[Training of the Employer's personnel]</i>				
<b>Total costs</b>					

**SUMMARY OF COSTS**

<b>Item</b>	<b>Costs</b>	
	<i>(Local currency)</i>	<i>(Foreign currency)</i>
Remuneration		
Reimbursables		
<b>Total costs</b> <i>(should match the amount in the Letter of bid)</i>		

**Part 2. TERMS OF REFERENCE**  
**Section V. TERMS OF REFERENCE**

*Terms of reference include the following main contents:*

**I. Introduction:**

**1. General Information**

Vietnam Maritime Corporation - JSC was established in 1995 under Decision No. 250/TTg of the Prime Minister with the mission of being the core and key enterprise of Vietnam's maritime industry, having undergone 26 years of establishment and development, VIMC is one of the leading enterprises in international cooperation, integration, providing maritime services on a global scale, making an important contribution to the development of Vietnam's marine economy. VIMC has operated under the business model of a joint stock company from August 18, 2020.

Business registration certificate number 0100104595 was first issued by Hanoi Department of Planning and Investment on July 7, 2010, and revised for the seventh time on August 18, 2020.

Charter capital: 12,005,880,000,000 VND (December 31, 2021)

Equity: 12,005,880,000,000 VND (December 31, 2021)

Website: vimc.co

**2. Line of business:**

- Coastal and ocean freight transport, inland waterways, road and supporting service activities related to transportation.
- Operation of seaports and inland waterway ports.
- Agency activities, freight forwarding, logistics; Warehousing and storage of goods

**3. Business area:**

The head office of Vietnam Maritime Corporation - JSC is located at Ocean Park Building, No. 1 Dao Duy Anh, Phuong Mai ward, Dong Da district, Hanoi city.

In addition, other main business areas are located at:

- Northern region: Hai Phong, Quang Ninh.
- Central region: Nghe Tinh, Da Nang, Binh Dinh, Khanh Hoa.
- Southern region: Ho Chi Minh City, Can Tho, Hau Giang, Ba Ria - Vung Tau

#### **4. Development strategy**

Based on the tasks assigned in the Strategy for sustainable development of Vietnam's marine economy to 2030, with a vision to 2045, issued by the Central Committee in Resolution No. 36-NQ/TW dated October 22, 2018. Vietnam Maritime Corporation has developed key goals, medium and long-term development strategies as well as sustainable development goals, in which:

##### **4.1. Main objectives of Vietnam Maritime Corporation**

Some of Vietnam Maritime Corporation's main objectives are:

- Consolidate and stabilize the organizational and corporate governance apparatus operating under the modern joint stock company model, in accordance with international principles and standards.
- Focus on promoting activities in core business areas.
- Promote market development and search for new customers; continue to diversify services, after-port services, enhance services outside of port handling to increase revenue; continue working with major shipping lines, including shipping lines that are existing customers and potential large shipping lines to bring more services to Vietnam Maritime Corporation port system .
- Improve management capabilities base on new business model with strong application of information technology to improve labor quality and productivity; continue to innovate corporate governance in all aspects for sustainable development.
- Speed up the implementation of key investment projects: Completing procedures to start the construction of Wharf 3, 4 Lach Huyen Port; renovate wharf No. 1 of Quy Nhon Port; invest in the back yard of Wharf 4, 5 Tien Sa port and investment in Hoa Nhon logistics center.

- Improving the quality and effective use of human resources in association with promoting innovation and responding to new operating models.

#### **4.2. Medium and long term development strategy.**

Vision, position

- Goal by 2025: to be the leading company in providing a full logistics supply chain in Vietnam on the basis of optimal exploitation and creation of existing and potential competitive advantages.

- Goal by 2035: to be at the No. 1 position in Vietnam's maritime industry, with a high brand and competitiveness in Asia and a global scope of operations.

Main business objective

Consolidate and develop an integrated ecosystem, connecting seaport operations - shipping - logistics services, in which seaports maximize their role as a pillar, lever, and main driving force for the growth of the Corporation.

- Shipping: developing container shipping activities as an important link, the chain connecting seaports to create a closed chain of logistics services to provide to the customers.

- Seaport operation: focusing on developing deep-water ports capable of transshipping containers in the region such as ports in Lach Huyen (Hai Phong), Cai Mep - Thi Vai and Can Gio (Ho Chi Minh City) and regulate activities in the Corporation's full logistics supply chain.

- Maritime service sector: complete building and put into use the logistics infrastructure of the Corporation on the basis of digitizing the entire logistics service chain, connecting between seaports, airports, Vietnam's major commodity distribution center with roads, railways and waterways throughout the country; taking deep-sea ports: Lach Huyen (Hai Phong), Cai Mep - Thi Vai and Can Gio (Ho Chi Minh City) as the logistics center, operating the supply chain of the Corporation.

Main goal of investment

Use of the lean asset model; concentrate capital sources to complete key and urgent projects; expand the scale of infrastructure, facilities and equipment in order to increase the advantages of scale; joint venture, association, joint purchase in investment, procurement; maximize efficiency of existing assets or transfer and

liquidate assets appropriately.

The main goal of management

Build a culture of listening, understanding, dedication to customers, taking customers as the center; building a team of Mind - Talent – Virtue with the motto of the corporation for the sake of the individual and the individual's dedication to the corporation; jointly develop integrated logistics chain services on the basis of the corporation ecosystem seaport - shipping – maritime services; rebuilding a digitized, streamlined standard process system and continuously improving it to provide customers with the best quality service and create a business environment that promotes flexibility, autonomy, and self-reliance responsibility; developing an information technology system based on a centralized data platform, opening up space for development and creating new values.

#### **4.3. Sustainable development goals (environment, social and community)**

In addition to the goal of growth and development, the Corporation always focuses on environmental protection and community and social benefits, such as:

- Comply with the standards prescribed by the World Maritime Organization (IMO) on equipping the ballast water management system of ships, complying with the limit of sulfur content in marine fuel,...;

- Towards building a model of green ports, green warehouses, green spaces at the Corporation's offices and member units and enterprises; social security work: ensuring jobs and incomes for employees;

- Comply with the MLC 2006 International Convention on the protection of the rights of seafarers; maintain and strengthen annual social security and community responsibility activities.

## **5. Risks**

Vietnam Maritime Corporation is an enterprise operating in the fields of sea transportation, seaport operation and maritime services, so there are potential risks affecting production and business activities as well as the implementation of the Corporate objectives. In order to effectively monitor production and business activities, risk management has become a supportive tool to minimize possible



incidents and risks to the Corporation's operations. .

Every year, based on the established strategic goals and specialized areas of operation, the Corporation has developed and issued a Table of Risk Identification in its activities. At the same time, develop handling measures if risks occur/prevention and mitigation solutions. The treatment/mitigation measures developed for the identified risks are monitored during the implementation of the activity.

From there, provide information to the Board of Directors of the Corporation on key risks and measures to be taken, ensure the business's sustainable operation, optimize the use of resources, enhance the values such as: finance, market share, brand, increase the position and reputation of the business, build trust and meet the increasing expectations of investors and stakeholders.

## **II. Project objectives::**

**1. VIMC to become the number 1 logistic corporation in Vietnam, operating mainly in 3 fields: shipping - seaports - logistics.**

### **2. Targets set for 2035:**

#### **\* *Financial:***

- Revenue:

+ 3 billion USD by 2030

+ 3.75 billion USD by 2035

- Profit:

+ 500 million USD by 2030

+ 650 million USD by 2035

#### **\* **Seaports:****

Become the number 1 seaport operator in Vietnam, with at least 50% market share of container goods through Vietnam seaports

(i) VIMC to achieve a market share of 55-60% of import-export container volume through the Northern region seaport system

(ii) VIMC to achieve a market share of 90% of import-export container volume through the Central region seaport system

(iii) VIMC to achieve a market share of 50% of import-export container volume through the Northern region seaport system

**\* Logistics:**

(i) North: The number 1 logistics company in the North in terms of capacity (vehicle, barge), organizing logistics services for container goods through VIMC port in the North

(ii) VIMC develops a logistics hub in the North providing services: trucking, barging, ICD/depot in the Northern provinces (Hanoi, Bac Ninh, Ha Nam), forwarding...

(ii) South: The number 1 logistics company in the South in terms of capacity (vehicle, barge), organizing logistics services for container goods through VIMC port in the South

(iv) VIMC develops a logistics hub in the South providing services: trucking, barging, ICD/depot in the Southern provinces (HCM city, Can Tho, Hau Giang, Dong Nai, Binh Duong, Tay Ninh), forwarding...

(v) VIMC subsidiaries themselves develop logistics services in the Central region.

**\* Shipping:**

Become a shipping line managing and operating cargo ships in 3 categories: bulk, container and oil tankers, with priority in developing container fleet to become the national-brand shipping line.

(i) Increase fleet capacity with ships sized 1,000-1,200 TEUs, 1,800-2,200 TEUs, 3,000 -5,000 TEUs with a total capacity of approximately 12,000-15,000 TEUS.

(ii) Maintain at least 30% of the domestic market and operate routes within Asia and on the U.S. West Coast

**III. Scope of work:**

1. Restructure and develop solutions to implement business strategies for VIMC until 2035 to achieve the objectives in Section II.

2. VIMC in-depth strategies: (i) Deep sea port; (ii) Container shipping, (iii) Digital transformation

3. Support VIMC in implementing solutions to improve capacity.

4. Propose a restructuring and business strategy for Hai Phong Port – JSC

**IV. Audience**

- VIMC and subsidiary members
- VIMC strategic partners, clients
- VIMC competitors

## **V. Consulting tasks**

### **A. Vietnam Maritime Corporation - JSC**

#### **1. Restructure and develop solutions to implement business strategies for VIMC**

1.1. Evaluate and analyze VIMC's current state, including but not limited to:

- Evaluate and capability assessment of VIMC in the field of Seaport;
- Evaluate and capability assessment of VIMC in the field of Shipping;
- Evaluate and capability assessment of VIMC in the field of Logistics;
- Corporate governance assessment;
- Current resource assessment (finance, human resources);
- Information and technology.

1.2. Assess VIMC's position in Vietnam and the world, including but not limited to:

- VIMC position in the field of Seaport
- VIMC position in the field of Shipping
- VIMC position in the field of Logistics

1.3. Strategic proposal for VIMC, including but not limited to:

- Strategic implementation solutions for Seaport
- Strategic implementation solutions for Shipping
- Strategic implementation solutions for Logistics
- Strategic implementation solutions for technological transformation
- Strategic implementation solutions for Corporate governance, Finance, Human resources of VIMC

- Solution for restructuring parent company and subsidiaries.

### **2. VIMC in – depth strategies**

2.1. VIMC deep sea port strategy: including but not limited to:

- a. Current state and trends in development of deep sea ports in Vietnam

b. Evaluate the development potential of the international transshipment port in Can Gio; Proposing the operating model of the international transshipment port in Can Gio;

c. Solutions to support cargo source for the transshipment port in Can Gio, berths 3, 4 Lach Huyen

d. Proposing policies to the Government and local authorities to improve transshipment port capabilities with rival ports in Asia;

e. Evaluate the potential of developing a non-tariff area at the transshipment port.

2.2 VIMC container shipping strategy: including but not limited to:

a. Analysis and evaluation of the container shipping market

b. Proposal of ship sizes that is fit for operating routes

c. Development of domestic container shipping: Combine inland and feeders for Vietnam's major transshipment ports

d. Development of international container shipping: Proposal of container shipping line management and operating model

e. Proposal of national policies and protection mechanisms to develop the fleet

2.3. Digital transformation strategy: including but not limited to:

a. VIMC's current state, digital maturity, compared to the industry/national/regional average:

- In resources, infrastructure, security, centralized data;

- In digital transformation level of industry solutions (seaports, shipping, logistics), governance, client work, supply chain management, etc.

b. Assessment of remaining issues with VIMC's centralized IT system: in resources, systems, and operating model

c. Development trends of Information Technology in the Maritime / Logistics Industry to 2035

d. Gap analysis: show the current state of VIMC's IT maturity, gap from the current state with the development trends

e. Develop strategies/solutions and implementation roadmap for VIMC's digital development in line closely with the business strategy to 2030, vision to 2050.

f. Diversify strategy by stage and implementation resources.

g. Implementation methods, recommendations and solutions to promote the progress and quality of the project.

### **3. Support VIMC to deliver capability building solutions**

Roadmap, human resources, partners in implementation of strategies including but not limited to:

- Roadmap, resources and partners to implement the Strategy for the Seaport sector

- Roadmap, resources and partners to implement the Strategy for the shipping sector

- Roadmap, resources and partners to implement the Strategy for Maritime Services and Logistics

- Roadmap, resources, partners to implement the Digital Transformation Strategy

- Roadmap, resources and partners for improving corporate governance of VIMC

- Roadmap, resources and partners to carry out the restructuring of the parent company and subsidiaries.

## **B. Hai Phong Port Joint Stock Company**

### **1. Restructuring and business strategy for Hai Phong Port**

1.1. Strategy to improve the operation of Hai Phong Port

a. Analysis of the current state of operation of Hai Phong Port

b. Developing strategic solutions to improve the operation of Hai Phong Port

1.2. Hai Phong Port's business improvement strategy

a. Analysis of the current situation of production and business activities of Hai Phong Port

b. Developing strategic solutions to improve business operation of Hai Phong Port

1.3. Detailed assessment of investment and business plan of Lach Huyen port, relocation of Hoang Dieu port, operational conversion of Chua Ve port

## **VI. Implementation time, reporting period:**

Implementation time: 20 weeks equals 140 days (Including holidays)

The consultant is responsible for preparing and reporting consulting products in 03 phases:

### **1. Report at the beginning of the period:**

06 weeks after signing the contract, the Consultant organizes the report at the beginning of the period.

The report at the beginning of the period presents the results of the survey and assessment of the current situation according to the tasks mentioned in *V. Consulting tasks* above, the proposed plan and content for the implementation of the next tasks.

### **2. Mid-term report:**

08 weeks after the beginning of the period report (14 weeks after signing the contract), the Consultant organizes the mid-term report.

The mid-term report presents the overall consulting product according to the content mentioned in *V. Consulting tasks* above.

### **3. Final report:**

03 weeks after the mid-term report (17 weeks after signing the contract), the Consultant organizes the final report.

The final report details the consulting products mentioned in *VII. Publications of reports and consulting deliverables, including but not limited to* below according to the requirements mentioned in *V. Consulting tasks* above.

02 weeks after organizing the end-of-term report (19 weeks after signing the contract), the Consultant receives comments and perfects the consulting product as required in *VII. Publications of reports and consulting deliverables, including but not limited to* below.

## **VII. Publications of reports and consulting deliverables, including but not limited to**

### **1. Report on strategy of Vietnam National Shipping Lines - JSC**

(i) Report on Assessment and Analysis of VIMC current state (including and not limited to the contents mentioned in Section 1.1).

(ii) Report on Assessment of VIMC position in Vietnam and the world (including and not limited to the contents mentioned in section 1.2).

(iii) VIMC's Strategic Proposal Report includes, but is not limited to:

- Report on seaport business strategy, solutions and implementation roadmap

- Report on shipping business strategy, solutions and implementation roadmap;

- Report on business strategy of Logistics services, solutions and implementation roadmap

- Report on VIMC corporate governance;

- Report on restructuring parent company and subsidiaries

(iv) Report on VIMC deep sea port strategy

(v) Report on VIMC's container shipping strategy

(vi) Report on digital transformation strategy

## **2. Report on strategy of Hai Phong Port Joint Stock Company**

(i) Report on Hai Phong Port's Operation Improvement Strategy;

(ii) Report on Hai Phong Port's business improvement strategy;

(iii) Report on investment and business plan of Lach Huyen port, relocation of Hoang Dieu port, operational conversion of Chua Ve port

## **VII. List of subsidiaries included in the research object**

1. Parent company - Vietnam Maritime Corporation

2. Dependent accounting units

- Vietnam Maritime Corporation - Hai Phong branch

- Vietnam Maritime Corporation - Ho Chi Minh City branch

- VIMC Shipping Company

- Vime Container Shipping Company

- VIMC Maritime Manpower Supply Company

- VIMC Hai Phong Warehousing Company

- Maritime Project Management Unit - VIMC

3. Subsidiaries in the Seaport sector

- Saigon Port Joint Stock Company

- Hai Phong Port Joint Stock Company

- Da Nang Port Joint Stock Company

- Cam Ranh Port Joint Stock Company
- Quy Nhon Port Joint Stock Company
- Can Tho Port Joint Stock Company
- Nghe Tinh Port Joint Stock Company
- VIMC Dinh Vu Port Joint Stock Company
- Cai Lan Port Investment Joint Stock Company
- Khuyen Luong Port Joint Stock Company
- Cai Mep International Terminal Co., Ltd.
- SP-SSA International Terminal (SSIT)
- SP-PSA International Port
- Nam Can Port Joint Stock Company

#### 4. Subsidiaries in the Logistics sector

- Hau Giang Maritime Service Limited Liability Company
- Vietnam Maritime Development Joint Stock Company
- VIMC Logistics Vietnam Joint Stock Company
- Vietnam Ocean Shipping Agency Joint Stock Company
- Vietnam Hi-Tech Transportation Company Ltd.
- Vinabridge Ltd.
- Vietnam - Japan International Transport Co.,Ltd
- Construction Consultation Joint Stock Company For Maritime Building
- Saigon Maritime Joint Stock Co.,Ltd

#### 5. Subsidiaries in the Shipping sector

- Vinalines Nha Trang Joint Stock Company
- Vietnam Shipping Joint Stock Company
- Vietnam Sea Transport And Chartering Joint Stock Company.



- Vinaship Joint Stock Company
- Vietnam Petro Shipping Joint Stock Company
- Dongdo Marine Joint Stock Company
- Oriental Shipping And Trading Joint Stock Company
- International Shipping And Labour Cooperation JSC (INLACO SAIGON)
- International Labour And Services Stock Company (INLACO - HP)
- Transportation and Trading Services Joint Stock Company (TRANSCO)
- Seagull Shipping Company (SESCO)
- Biendong Shipping Company Limited

### Part 3. CONDITIONS OF CONTRACT AND CONTRACT FORMS

#### Section VI. GENERAL CONDITIONS OF CONTRACT

<b>1. Definitions</b>	<p>The following words and expressions shall have the meanings hereby assigned to them:</p> <p>1.1. “Employer” means the entity as specified in the <b>SCC</b>;</p> <p>1.2. “Contract” means the written agreement entered into between the Employer and the Supplier, including all appendices, and all documents incorporated by reference therein;</p> <p>1.3. “Consultant” means the successful bidder (either independent or in a JV) as specified in the <b>SCC</b>;</p> <p>1.4. “Subcontractor” means a bidder mentioned in the list of subcontractors in the Consultant’s bid, sign a sub-contract with the Consultant to provide related services;</p> <p>1.5. “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto;</p> <p>1.6. “Contract Price” means the price as specified in the Contract Agreement for the provision of the Services. The Contract Price includes all taxes and duties (if applicable);</p> <p>1.7. “Day” means calendar day, “Year” means 365 days;</p> <p>1.8. “Services” means the work to be performed by the Consultant, as described in the Terms of reference;</p> <p>1.9. “Completion” means the fulfillment of whole work by the Consultant in accordance with the terms and conditions set forth in the Contract;</p> <p>1.11. “The Project Site” means the place named in the <b>SCC</b>;</p> <p>1.12. “Effective Date” means the date on which this Contract comes into force and effect pursuant to <b>SCC</b>;</p> <p>1.13. “Reimbursable expenses” means all expenses other than remuneration, which are incurred in relation to the</p>
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	Services.
<b>2. Contract documents and order of precedence</b>	<p>2.1. All documents forming the Contract (and all parts thereof) specified in GCC 2.2 are intended to be correlative, complementary, and mutually explanatory.</p> <p>2.2. All documents forming the Contract are subject to the order of precedence as follows:</p> <ul style="list-style-type: none"> <li>a) Contract Agreement, accompanied by appendices;</li> <li>b) Minutes of contract negotiation and finalization\;</li> <li>c) Letter of Acceptance;</li> <li>d) Contract award decision;</li> <li>đ) SCC;</li> <li>e) GCC;</li> <li>g) Consultant’s bid and clarifications;</li> <li>h) Bidding document and addenda (if any);</li> <li>i) Others specified in the <b>SCC</b>.</li> </ul>
<b>3. Governing law and Language</b>	<p>3.1. The Contract shall be governed by the laws of Vietnam.</p> <p>3.2. The language of the Contract is specified in the <b>SCC</b>.</p>
<b>4. Documents and information related to the Contract</b>	<p>4.1. Unless otherwise indicated in the <b>SCC</b>, all documents and information prepared by the Consultant under the Contract shall remain the absolute property of the Employer. The Consultant may retain a copy of such documents and information but shall not use the same for purposes unrelated to this Contract without prior written approval of the Employer.</p> <p>4.2. The Employer and the Consultant shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Consultant may furnish to its Subcontractor such documents, data, and other information it receives from the Employer to the</p>

	<p>extent required for the Subcontractor to perform its work under the Contract, in which event the Consultant shall obtain from such Subcontractor an undertaking of confidentiality.</p> <p>4.3. The Employer shall not use such documents, data, and other information received from the Consultant for any purposes unrelated to the Contract. The Consultant shall not use such documents, data, and other information received from the Employer for any purpose other than the performance of the Contract.</p> <p>4.4. The obligation of a party under GCC 4.2 and GCC 4.3 shall not apply to information that:</p> <ul style="list-style-type: none"> <li>a) the Employer or Consultant needs to share with competent agencies;</li> <li>b) now or hereafter enters the public domain through no fault of that party;</li> <li>c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or</li> <li>d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.</li> </ul> <p>4.5. The above provisions of GCC 4 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Services.</p> <p>4.6. The provisions of GCC 4 shall survive completion or termination, for whatever reason, of the Contract.</p>
<p><b>5. Copyright</b></p>	<p>5.1. The Consultant shall undertake that the Services provided by the Consultant do not infringe the intellectual property rights of any third party.</p> <p>5.2. The Consultant shall be fully responsible before the law for any damage caused by the a third party's (if any) claim of infringement of intellectual property rights relating to the Services provided by the Consultant.</p>
<p><b>6. Insurance</b></p>	<p>6.1. The Consultant (i) shall take out and maintain, and</p>

	<p>shall cause any Sub-consultants to take out and maintain, insurance against the risks and others in accordance with the laws.</p> <p>6.2. The Consultant shall ensure that such insurance is in place prior to commencing the Services.</p>
<b>7. Contract type</b>	Contract type is specified in the <b>SCC</b> .
<b>8. Contract price</b>	Contract price as specified in the <b>SCC</b> include all costs and expenses incurred to complete the Services on the grounds of required schedule and quality.
<b>9. Taxes and duties</b>	The Consultant and Sub-consultants are responsible for meeting any and all tax liabilities arising out of the Contract. Payment of foreign contractor taxes (if applicable) is specified in the <b>SCC</b> .
<b>10. Terms of payment</b>	<p>10.1. Payments shall be made as specified in the <b>SCC</b>.</p> <p>10.2. The currencies in which payments shall be made shall be those indicated in the bidding document and the Consultant's bid.</p>
<b>11. Contract duration</b>	Contract duration is specified in the <b>SCC</b> .
<b>12. Contract amendments</b>	<p>12.1. If it is determined that the terms of the Contract need to be amended while the Contract is being performed, within the period specified in the <b>SCC</b> upon the receipt of a Party's request to amend the Contract, the other Party shall consider and make specific requirements for negotiation, drafting and signing of a contract addendum.</p> <p>12.2. Amendments of the work schedule under this Contract shall be made in case of the occurrence of any of the following events:</p> <p>a) A force majeure event that is not related to violations or negligence of the Parties;</p> <p>b) A change in the scope of work due to external factors, which has an effect on the work schedule under this Contract.</p> <p>12.3. In the event that adjusting the work schedule won't</p>

	<p>delay the project's completion date, the Parties shall agree on the adjustment. In the event that adjusting the work schedule delays project completion, the Parties may only agree to the adjustment after securing the competent person's approval.</p> <p>12.4. If any such change in the scope of work under the Contract and the TOR causes an increase or decrease in the Contract price, an equitable adjustment in respect of the Contract Price and scope of work shall accordingly be agreed by the Parties for a contract addendum.</p>
<p><b>13. Personnel</b></p>	<p>13.1. Unless otherwise agreed upon with the Employer, the Consultant shall confirm the availability of all key experts included in its bid. If a replacement is required in accordance with ITB 30.2, the Consultant shall obtain the Employer's consent. The substitute shall have equivalent or better qualifications than the original candidate.</p> <p>13.2. The Employer may request a replacement in the case of an individual consultant's civil incapacity or failure to complete his/her tasks or of the Consultant's failure to mobilize a key expert included in its bid. Upon receipt of such request in writing within the time period as specified in the SCC, the Consultant shall provide a substitute who shall have qualifications accepted by the Employer. Unless otherwise specified, all costs incurred as a result of the replacement shall be borne by the Consultant.</p>
<p><b>14. Consultant's rights and obligations</b></p>	<p>14.1. The Consultant's rights include:</p> <ul style="list-style-type: none"> <li>a) Requesting the Employer to provide information and documentation pertaining to the performance of Consulting Services;</li> <li>b) Refusing to carry out unreasonable tasks outside the scope of the Contract;</li> <li>c) For consultancy services that have copyright, copyright is guaranteed in accordance with the law;</li> <li>d) Requesting that the Employer pay on time in accordance with GCC 10.</li> </ul> <p>14.2. The Consultant's obligations include:</p> <ul style="list-style-type: none"> <li>a) Assuming responsibility for the quality of its consulting</li> </ul>

	<p>outputs;</p> <p>b) Submitting reports and documents to the Employer in the amount and time required under the Contract. The Consultant is required to completely and promptly disclose any facts pertaining to the consulting work that could obstruct or delay the completion of the work on schedule and to offer solutions;</p> <p>c) Completing tasks on time and delivering consulting products in accordance with the Contract's requirements; presenting consulting work in meetings with the Employer as necessary;</p> <p>d) At the Employer's request, the Consultant or subconsultant shall designate a qualified representative to assist in dealing with outstanding issues at any time until the date of acceptance of the consulting outputs, including on holidays;</p> <p>dd) Delivering materials needed for meetings, reports, appraisals, etc. in the number requested by the Employer;</p> <p>e) Gathering the data required to carry out the consulting work specified in the Contract.</p>
<p><b>15. Subcontracting</b></p>	<p>15.1. The Consultant may sign a sub-contract with a subcontractor or subcontractors named in the <b>SCC</b> to perform part of the work specified in its bid. The subcontracting will not affect the Consultant's obligations. The Consultant shall be accountable to the Employer for the subcontractor's work in terms of volume, quality, schedule, and other requirements.</p> <p>Any replacement or addition of subcontractors not named in the <b>SCC</b> shall be subject to the Employer's approval on reasonable grounds.</p> <p>15.2. The value of the work allocated to the subcontractors as specified in GCC 15.1 shall not exceed the percentage of the Contract price, as stated in the <b>SCC</b>.</p> <p>15.3. The Consultant is responsible for paying the Subcontractor in full and on time in accordance with the terms agreed upon between the Consultant and the</p>

	<p>Subcontractor.</p> <p>15.4. The Consultant shall not subcontract the portion of work not declared in the subcontracting form attached to its bid.</p> <p>15.5. Other requirements of subcontracting are specified in the SCC.</p>
<b>16. Liquidated damages</b>	Liquidated damages are specified in the SCC.
<b>17. Suspension</b>	The Employer may, by written notice of suspension to the Consultant, suspend payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.
<b>18. Termination due to the Consultant's default</b>	<p>18.1. The Employer, by written notice sent to the Consultant, may terminate the Contract in whole or in part if the Consultant fails to perform its work as specified in the SCC;</p> <p>18.2. The Employer may terminate the Contract by giving notice to the Consultant if the Consultant becomes bankrupt or otherwise insolvent. In such event, the termination will be without compensation to the Consultant. Such termination will not affect any right of action that has accrued or will accrue thereafter to the Employer under the terms of this Contract and the law.</p> <p>18.3. In the event the Employer terminates the Contract in whole or in part, pursuant to GCC 18.1, the Employer may enter into a contract with another consultant to perform the part of services that are not performed by the Consultant. The Consultant shall be liable to the Employer for any additional costs for such part of services. The Consultant shall continue the performance of the Contract to the extent not terminated.</p>



<p><b>19. Termination due to the Employer's default</b></p>	<p>The Consultant, by written notice sent to the Employer, may terminate the Contract in whole or in part if the Employer fails to perform its obligations as specified in the SCC.</p>
<p><b>20. Force majeure</b></p>	<p>20.1. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care, and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract, and (b) shall continue to perform its obligations under the Contract as far as is reasonably practical.</p> <p>20.2. For purposes of this Contract, “Force Majeure” means an event or situation beyond the control of the Consultant that is not foreseeable, is unavoidable, makes a Party’s performance of its obligations hereunder impossible, and its origin is not due to negligence or lack of care on the part of the Consultant. Such events may include, but not be limited to, war, riots, strikes, fires, floods, epidemics, quarantine restrictions, and state policies.</p> <p>20.3. If a Force Majeure situation arises, the Consultant shall, in any case not later than fourteen (14) calendar days following the occurrence of such event, promptly notify the Employer in writing of such condition and the cause thereof that is verified in writing by a competent body operating in the place where the Force Majeure arises.</p> <p>The Consultant shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable measures to minimize the impact of the Force Majeure event.</p> <p>20.4. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be</p>

	<p>extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>20.5. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon requests by the Employer, shall either:</p> <p>(a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or</p> <p>(b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.</p> <p>In the case of disagreement between the Parties as a result of Force Majeure, the matter shall be settled according to GCC 21.</p>
<p><b>21. Settlement of Disputes</b></p>	<p>21.1. The Employer and the Consultant shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them.</p> <p>21.2. Any dispute between the Parties that cannot be settled amicably within the period specified in the <b>SCC</b> may be referred to by either Party to the mechanism in accordance with the provisions specified in the <b>SCC</b>.</p>
<p><b>22. Notices</b></p>	<p>22.1. Any notice given by a Party to the other Party pursuant to this Contract shall be in writing to the address specified in the <b>SCC</b>.</p> <p>22.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>

## Section VII. SPECIAL CONDITIONS OF CONTRACT

<b>GCC 1.1</b>	Employer: Vietnam Maritime Corporation - JSC and Hai Phong Port JSC
<b>GCC 1.3</b>	Consultant:_____.
<b>GCC 1.10</b>	Project site: Business areas of Vietnam Maritime Corporation - JSC and Hai Phong Port JSC
<b>GCC 1.11</b>	Effective date of the Contract: The Contract takes effect from the date on which the Parties sign the Contract
<b>GCC 2.2</b>	Other documents: 1. Contract award notice; 2. Appendices as stated in the Contract; 3. Contract negotiation records.
<b>GCC 3.2</b>	The language is specified at contract negotiations.
<b>GCC 4.1</b>	The use of documents and information related to the Contract: Subject to the Employer's approval in writing
<b>GCC 7</b>	Type of contract: Lump-sum
<b>GCC 8</b>	The contract price includes all costs, interests and any taxes payable by the Consultant. The contract price is fixed for the scope of work stated in the Contract and terms of reference.
<b>GCC 9</b>	Foreign contractor withholding tax: If a foreign bidder is selected, the bidder shall directly pay the foreign contractor withholding tax or have it withheld and paid on its behalf by the Employer as prescribed in ITB 30.2(e).
<b>GCC 10</b>	1. Contract price: All taxes, fees and charges are included, in which: - Vietnam Maritime Corporation JSC shall pay 80% of the contract price in accordance with the Contract. - Hai Phong Port JSC shall pay 20% of the contract price in

	<p>accordance with the Contract.</p> <p>2. Payment method: Bank transfer</p> <p>3. Payment term: within 15 days after the Consultant's submission of proper documents as required.</p> <p>4. Advance payment shall be specified at contract negotiations. The Consultant shall provide an advance payment guarantee in accordance with the existing regulations of Vietnam.</p> <p>5. Final settlement of the contract:</p> <p>One-time payment: The Parties will execute the acceptance, final settlement, and liquidation of the Contract after the Consultant completes its contractual obligations. Party A shall make a fourth installment for the final settlement value of the Contract to Party B and fully set off the advance payment (if applicable).</p> <p>6. Payment records/final settlement documents:</p> <ul style="list-style-type: none"> <li>+ The Consultant's written request for final settlement;</li> <li>+ Minutes of acceptance of all consulting work;</li> <li>+ Confirmation of the value of extra work (if any)</li> <li>+ Summary of final settlement amount.</li> <li>+ Minutes of final settlement and liquidation of contract.</li> <li>+ The tax authority's certification of the fulfillment of foreign contractor withholding tax liabilities.</li> <li>+ Value-added tax invoices and other related documents.</li> </ul> <p>7. Contract liquidation: The contract shall be liquidated within 30 days from the date on which the Parties fulfill their obligations under the Contract or the date on which the Contract is terminated in accordance with GCC 18.</p>
<b>GCC 11</b>	Contract duration: 140 days
<b>GCC 12.1</b>	The period to respond to the Employer's or Consultant's request for contract amendment: within 07 days from the date of receipt of the request depending on the nature of the request.

<b>GCC 13.2</b>	Time period for replacement by the Consultant: within 07 days from the date of receipt of the Employer's request.
<b>GCC 15.1</b>	List of subcontractors: insert names of subcontractors in accordance with the subcontractor list stated in the bid
<b>GCC 15.2</b>	The total value of the work performed by the Subcontractor shall not exceed 30% of the contract price.
<b>GCC 15.5</b>	Other requirements on Subcontractors: The Consultant must notify the Employer in writing of the names of the subcontractors and the scope of work performed by the subcontractors. This notification does not relieve the Consultant of its obligations and responsibilities for contract performance.
<b>GCC 16</b>	<p>1. Penalty for contract violation: If Party B is unable to perform the services within the time frame specified in the contract, it shall be subject to a penalty equal to 0.1% of the contract value per day until the work is completed. The cumulative penalty shall not exceed 8% of the contract value.</p> <p>2. Damages: Damages are based on actual damage.</p>
<b>GCC 18.1</b>	<p>Termination due to the Consultant's default:</p> <ul style="list-style-type: none"> <li>- The Consultant fails to mobilize key experts included in its bid or the substitute expert does not have equivalent or better qualifications than the original candidate.</li> <li>- The Consultant fails to perform the services under the contract for 07 days in a row.</li> <li>- Transfer of contract to a third party.</li> <li>- The Consultant knowingly gives false information in documents, impairing the employer's rights and obligations..</li> <li>- Other cases set by the law.</li> </ul>
<b>GCC 19</b>	<p>Termination due to the Employer's default:</p> <ul style="list-style-type: none"> <li>- The Consultant fails to perform the services under the contract for 10 days in a row of delay caused by the default of the Employer.</li> <li>- The Consultant fulfills its obligations under the contract, but</li> </ul>

	<p>the Employer fails to make payments after 45 days from the date it receives full and proper payment documents despite the fact that the project is fully funded.</p>
<b>GCC 21.2</b>	<p>Settlement of disputes:</p> <p>The Parties shall resolve amicably any dispute arising between them during the contract duration.</p> <ul style="list-style-type: none"> <li>- Time for amicable resolution: 10 days from the date on which the dispute arises.</li> <li>- In case the dispute that cannot be settled amicably, the Parties may settle the dispute in accordance with the law.</li> </ul>
<b>GCC 22.1</b>	<p>Employer's address for notice:</p> <ol style="list-style-type: none"> <li>1. Vietnam Maritime Corporation - JSC <ul style="list-style-type: none"> <li>- Address: Ocean Park Building, No. 01 Dao Duy Anh, Phuong Mai Ward, Dong Da District, Ha Noi City, Vietnam.</li> <li>- Telephone: +842435770825</li> <li>- Fax: +842435770825</li> <li>- Email: _____</li> </ul> </li> <li>2. Hai Phong Port JSC <ul style="list-style-type: none"> <li>- Address: No. 8A Tran Phu Street, May To Ward, Ngo Quyen District, Hai Phong City, Vietnam.</li> <li>- Telephone: +84 2253859945</li> <li>- Fax: +842253859973</li> <li>- Email: _____</li> </ul> </li> </ol> <p>Consultant's address for notice:</p> <ul style="list-style-type: none"> <li>- Contact address: _____</li> <li>- Telephone: _____</li> <li>- Fax: _____</li> <li>- Email: _____</li> </ul>

## **Section VIII. CONTRACT FORMS**

This Section contains the forms that, after they have been filled out completely, will constitute a part of the Contract. Following the contract award, the successful bidder shall fill out the Contract performance guarantee form and the Advance payment guarantee form.

The contract forms will be used in accordance with the Circular No. 08/2016/TT-BXD dated March 10, 2016 of the Ministry of Construction guiding a number of contents on construction consultancy contracts, other existing regulations of Vietnam, and not in violation of provisions stated in the Specific Conditions under Section VII of this bidding document.

Form No. 15. Letter of acceptance

Form No.16. Contract Agreement (for lump-sum contract)

**LETTER OF ACCEPTANCE**

\_\_\_\_, [dd] \_\_\_\_ [mm] \_\_\_\_ [yy] \_\_\_\_

To: \_\_\_\_\_*[insert the name and address of the successful bidder]*  
(hereinafter referred to as the “Consultant”)

Subject: *Notification of bid Acceptance and Contract Award*

Pursuant to Decision No.\_\_\_\_ dated\_\_\_\_\_ of\_\_\_\_\_ *[insert the Employer’s name]* (hereinafter referred to as the “Employer”) regarding the approval of bidder selection result for the package *[insert name and identification number of the package]*, the Procuring Entity\_\_\_\_\_ *[insert the Procuring Entity’s name]* (hereinafter referred to as the “Procuring Entity”) hereby notifies that: the Employer has accepted your bid and agreed to award to you a contract for the implementation of the package\_\_\_\_\_ *[insert name and identification number of the package]* for the accepted contract amount of\_\_\_\_\_ *[insert the accepted contract amount as stated in the decision on approval of bidder selection result]* and the contract duration of\_\_\_\_\_ *[insert the contract duration as stated in the decision on approval of bidder selection result]*.

The legitimate representative of the Consultant is requested to finalize and sign the contract with the Employer, the Procuring Entity as follows:

- Time for contract finalization:\_\_\_\_ *[insert time for contract finalization]*, at\_\_\_\_\_ *[insert venue for contract finalization]*;
- Time for contract signing:\_\_\_\_ *[insert time for contract signing]*, at\_\_\_\_\_ *[insert venue for contract signing]*, draft contract is enclosed;

This letter forms an integral part of the contract documents. After receiving this letter, the Consultant is required to obtain written approval for the finalization and signing of the contract as requested above, in which the Consultant shall undertake that the Consultant’s current qualifications meet the requirements set out by the bidding document. The Employer will refuse to finalize or sign the contract with the Consultant if it is found out that the Consultant’s current qualifications fail to meet the requirements.



If as of [dd]\_\_\_\_[mm]\_\_\_\_[yyyy]\_\_\_\_<sup>(1)</sup>, the Consultant fails or refuses to finalize or sign the contract, the Consultant will be rejected.

**Legitimate representative of the Procuring Entity**

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

Enclosed document: Draft contract

Note:

(1) Insert the time in line with the time specified in the Bid security form

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

*(for lump-sum contract)*

\_\_\_\_, [dd] \_\_\_\_ [mm] \_\_\_\_ [yy] \_\_\_\_

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

Package: \_\_\_\_\_ *[insert package's name]*

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

- Pursuant to<sup>(2)</sup> \_\_\_\_ *(Civil Code No. 91/2015/QH13 dated 24 November 2015);*

- Pursuant to<sup>(2)</sup> \_\_\_\_ *(Public Procurement Law No. 43/2013/QH13 dated 26 November 2013);*

- Pursuant to<sup>(2)</sup> \_\_\_\_ *(Decree No. 63/2014/NĐ-CP dated 26 June 2014 detailing a number of articles of the Public Procurement Law regarding contractor selection);*

- Pursuant to Decision No. \_\_\_\_ dated \_\_\_\_ of \_\_\_\_ *[insert name of the Employer]* regarding the approval of bidder selection result for the package \_\_\_\_ *[insert name of the package]* and Letter of Acceptance No. \_\_\_\_ dated \_\_\_\_ of the Procuring Entity;

- Pursuant to the minutes on negotiation and finalization of contract, which was signed by the Procuring Entity and the successful bidder on [dd] \_\_\_\_ [mm] \_\_\_\_ [yy] \_\_\_\_;

We, the representatives of the parties to this contract, include:

**I. The Employer (hereinafter referred to as Party A)**

Name of the Employer: Vietnam Maritime Corporation - JSC

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

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

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

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

Bank account: \_\_\_\_\_

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

Represented by Mr./Ms.: \_\_\_\_\_

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

Power of Attorney No. \_\_\_\_ dated \_\_\_\_ *(if the representative is an authorised representative).*

**II. The Co-Employer (hereinafter referred to as Party A')**

Name of the Co- Employer: Hai Phong Port JSC

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

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

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

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

Bank account: \_\_\_\_\_

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

Represented by Mr./Ms.: \_\_\_\_\_

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

Power of Attorney No.\_\_\_\_ dated\_\_\_\_(*if the representative is an authorised representative*).

**III. The Consultant<sup>(3)</sup> (hereinafter referred to as Party B)**

Name of the Consultant: \_\_\_\_\_

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

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

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

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

Bank account: \_\_\_\_\_

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

Represented by Mr./Ms.: \_\_\_\_\_

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

Power of Attorney No.\_\_\_\_ dated\_\_\_\_(*if the representative is an authorised representative*).

The Parties agree to enter into this contract with the following:

**Article 1. Subject of the contract**

The subject of the contract is the services specified in the enclosed Appendix A “Terms of Reference”.

**Article 2. Contract documents**

The Contract documents will be as follows:

1. Contract agreement;
2. Appendices, including Terms of Reference, List of experts, and Bidder responsibility for deliverables.
3. Minutes on negotiation and finalization of contract;
4. Decision on the approval of bidder selection result;
5. Written agreement of the parties on the conditions of the contract, including Special conditions of contract and General conditions of contract;
6. The successful bidder's bid and documents clarifying the bid;
7. Bidding document and addenda;
8. Other documents.

### **Article 3. Responsibilities of Party A**

1. Party A undertakes to pay Party B according to the contract price and the payment method stipulated in Article 5 of this contract, as well as to fulfill all other obligations and responsibilities stipulated in the General conditions of contract and Special conditions of contract.

2. Party A appoints Mr./Ms. \_\_\_\_\_ *[insert full name]* to coordinate activities within the scope of this Contract.

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

1. Perform the obligations stated in Article 1 of this Contract.

2. Ensure the mobilization and arrangement of experts named in Appendix B "List of experts" to perform the services.

3. Deliver the deliverables to Party A within the time limit and in the forms specified in Appendix C "Bidder responsibility for deliverables".

4. Fully perform other obligations and responsibilities specified in the General conditions of contract and Special conditions of contract.

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

1. Contract price: \_\_\_\_\_ *[insert the amount in figure and in words, and the currencies of the contract]*. This amount includes all expenses, interests and any taxes payable by Party B.

2. Payment term and method: Payment term and method are specified in accordance with GCC 10.

*[payment term is subject to changes depending on the deliverables listed in*

*Appendix C].*

**Article 6. Type of contract**

Type of contract: Lump-sum contract

**Article 7. Contract duration**

The contract duration: \_\_\_\_ *[insert contract duration in accordance with the bidding document, the bid, and the results of contract finalization].*

**Article 8. Contract validity**

1. This contract shall come into force from \_\_\_\_ *[specify the date on which the contract shall come into force in accordance with SCC 11.1].*

2. This contract shall cease to have validity when the parties liquidate it in accordance with the law.

This contract is made into \_\_ sets, Party A shall keep \_\_ set(s), Party B shall keep \_\_\_\_ set(s), and each set shall have the same legal effect.

**FOR AND ON BEHALF OF PARTY A**

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

**FOR AND ON BEHALF OF PARTY**

**B<sup>(4)</sup>**

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

Note:

(1) Depending on the size and nature of the package, the content of this contract template may be amended correspondingly.

(2) Provide the most current regulations.

(3), (4) For a JV, the contract shall include information of all JV members. The contract shall be signed by the authorized representative of each member of the JV and affixed with the stamp of each member of the JV.

## **APPENDICES**

Appendix A: Terms of Reference

Appendix B: List of experts

Appendix C: Bidder responsibility for deliverables