

SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom - Happiness

(Place name), date month year

CONTRACT

Construction survey consulting

Number:/(Year) /... (Contract symbol)

Project or construction or bidding package

Number

under project

between

(Trading name of Investor)

and

(Trading name of Consulting Contractor)

INDEX

LIST OF ABBREVIATIONS

PART 1. TRANSACTION INFORMATION

PART 2. BASIS FOR SIGNING A CONTRACT

PART 3. GENERAL CONDITIONS OF CONTRACT

Article 1. Interpretation

Article 2. Type of contract

Article 3. Construction consulting contract documents and priority order

Article 4. Information exchange

Article 5. Applicable law and language used in the contract

Article 6. Contract performance guarantee (if any) and contract advance guarantee (in cases where the parties agree to have an advance payment guarantee)

Article 7. Content, workload and products of construction survey consulting contract

Article 8. Content, workload and products of the consulting contract for preparing a construction investment feasibility study report

Article 9. Content, workload and products of construction design consulting contract

Article 10. Content and volume of construction supervision consulting work

Article 11. Requirements for quality and quantity of construction consulting products

Article 12. Basis for acceptance of construction consulting products

Article 13. Contract price

Article 14. Adjustment of construction consulting contract
Article 15. Rights and obligations of consulting contractors
Article 16. Rights and obligations of the Investor
Article 17. Subcontractors (if any)
Article 18. Human resources of consulting contractors
Article 19. Copyright and right to use documents
Article 20. Insurance
Article 21. Risks and force majeure
Article 22. Temporary suspension of work in the contract
Article 24. Termination of contract
Article 25. Final settlement and contract liquidation
Article 26. Acceptance of consulting products
Article 27. Time and progress of construction consulting contract implementation
Article 28. Advance and payment
Article 29. Complaints, conciliation and dispute resolution
Article 30. Rewards, penalties, compensation for damages
Article 31. General provisions

PART 4. SPECIFIC CONDITIONS OF CONTRACT

Article 1. Type of contract
Article 2. Applicable law and language used in the contract
Article 3. Contract performance guarantee (if any) and contract advance guarantee (in cases where the parties agree to have an advance payment guarantee)
Article 4. Requirements for quality and quantity of construction consulting products
Article 5. Contract price
Article 6. Adjustment of construction consulting contract
Article 7. Human resources of consulting contractors
Article 8. Termination of contract
Article 9. Acceptance of consulting products
Article 10. Time and progress of construction consulting contract implementation
Article 11. Advance and payment
Article 12. Complaints, conciliation and dispute resolution
Article 13. Rewards, penalties, compensation for damages
Article 14. General provisions

LIST OF ABBREVIATIONS

DKC	General conditions
DKCT	Specific conditions
HSMT	Bidding documents
HSYC	Required documents
HSDT	Bidding documents
HSĐX	Proposal profile
Construction Law No. 50/2014/QH13	Construction Law No. 50/2014/QH13 dated June 18, 2014 of the National Assembly.
Law No. 62/2020/QH14	Law No. 62/2020/QH14 dated June 17, 2020 of the National Assembly amending and supplementing a number of articles of the Construction Law.
Decree no 37/2015/ND-CP	Decree no 37/2015/ND-CP April 22, 2015 of the Government detailing construction contracts.
Decree no 50/2021/ND-CP	Decree no 50/2021/ND-CP Amending and supplementing a number of articles of Decree No 37/2015/ND-CP April 22, 2015 of the Government detailing construction contracts.
Decree no 06/2021/ND-CP	Decree No. 06/2021/ND-CP dated January 21, 2021 of the Government detailing a number of contents on quality management, construction and maintenance of construction works.
Decree no 15/2021/ND-CP	Decree no 15/2021/ND-CP March 3, 2021 of the Government on detailed regulations on some contents on construction investment project management.

PART 1. TRANSACTION INFORMATION

Today, day ... month ... year at (*Place name*), we include the following parties:

1. Investor:

Transaction name:

.....

Represent (or authorized person) is: Mr/Mrs

Position:

Address:

Account:

Tax code:

Business registration (if any):

Phone: Fax:

E-mail:

And the other side is:

2. Consulting contractor:

Transaction name:

.....

Represent (or authorized person) is: Mr/Mrs

Position:

Address:

Account:

Tax code:

Business registration (if any):

Phone: Fax:

E-mail:

Authorization letter to sign contract No. date....month....year.... (In case of authorization)

(In case of a joint venture of contractors, full information of the members of the joint venture must be recorded and a representative of the joint venture must be appointed to transact)

Both parties agree to sign a consulting contract of the bidding package belonging to the project/construction (project/construction name) as follows:

PART 2. BASIS FOR SIGNING A CONTRACT

Base *Civil Code* November 24, 2015;

Base *Construction Law* June 18, 2014; *Law amending and supplementing a number of articles of the Construction Law* June 17, 2020;

Base *Bidding Law No. 43/2013/QH13* November 26, 2013;

Base *Decree No. 37/2015/ND-CP* April 22, 2015 of the Government detailing construction contracts;

Base *Decree No. 50/2021/ND-CP* April 1, 2021 amending and supplementing a number of articles of *Decree No. 37/2015/ND-CP* April 22, 2015 of the Government detailing construction contracts;

Pursuant to Decree No 06/2021/ND-CP January 26, 2021 of the Government detailing a number of contents on quality management, construction and maintenance of construction works;

Pursuant to Decree No 15/2021/ND-CP March 3, 2021 of the Government detailing a number of contents on construction investment project management;

Pursuant to Decree No 99/2021/ND-CP November 11, 2021 regulations on management, payment and settlement of projects using public investment capital;

Pursuant to Circular No. /..... /TT-BXD dated ... month ... year of the Minister of Construction guiding a number of contents on construction contracts;

Grounds (other grounds if any);

Based on the contractor selection results in document No.

PART 3. GENERAL CONDITIONS OF CONTRACT

Article 1. Interpretation

The words and phrases in this contract are understood according to the following definitions and interpretations:

1. The investor is... *(transaction name Investor)*.
2. The consulting contractor is... *(name of Consulting Contractor)*.
3. A project is a project... *(project name)*.
4. The project is... *(name of project where the contractor performs construction consulting work under the contract)*.
5. The bidding package is... *(name of the bidding package in which the contractor performs construction consulting work under the contract)*.
6. Investor's Representative is the person named in the contract by the Investor or authorized to manage the work on behalf of the Investor.
7. Representative of the Consulting Contractor is the person mentioned in the contract by the Consulting Contractor or appointed by the Consulting Contractor and manages the work on behalf of the Consulting Contractor.
8. Subcontractor is an organization or individual that signs a contract with a consulting contractor to directly perform work.
9. Contract is the entire construction consulting contract dossier as prescribed in Article ... [Consulting contract dossier and order of priority].
10. HSMT *(or HSYC)* of the Investor means all documents as prescribed in Appendix No. ... [HSMT *(or HSYC)* of the Investor].
11. Bidding documents *(or Proposal)* of the Consulting Contractor are all documents as prescribed in Appendix No... [Bidding Documents *(or Proposal)* of the Consulting Contractor].
12. The bid form is a proposal from the consulting contractor stating the bid price to perform the work in accordance with the requirements of the bidding documents. *(or HSYC)*.

13. The party is the Investor or Consulting Contractor depending on the specific circumstances.

14. Day is understood as a calendar day and month is understood as a calendar month.

15. Working days are understood as days according to the calendar, excluding Sundays, holidays and Tet as prescribed by law.

16. Law is the entire legal system of the Socialist Republic of Vietnam.

Article 2. Type of contract

Type of contract: [specified in **DKCT**]

Article 3. Construction consulting contract documents and priority order

1. Contract documents include construction consulting contract and documents in Clause 2 below.

2. Documents accompanying the contract are an integral part of the construction consulting contract. Documents accompanying the contract and the order of priority for resolving conflicts between documents include:

- a) Written notice of winning bid or appointment of contractor;
- b) Specific conditions of the contract or Terms of reference for construction consulting contracts;
- c) General conditions of the contract;
- d) Bidding documents or HSYC of the Investor;
- d) Design drawings and technical instructions;
- e) Bid or Proposal of the Consulting Contractor;
- g) Minutes of contract negotiation, documents amending and supplementing contracts;
- h) Appendices of the contract;
- i) Other relevant documents.

3. The order of priority for application of documents attached to construction contracts shall be in the order specified in Clause 2 of this Article.

Article 4. Information exchange

1. Notices, approvals, certificates, decisions, etc. must be made in writing and delivered by post, fax, or email to the addresses specified in the contract by the parties.

2. In case either party changes its contact address, it must notify the other party to ensure information exchange. If the party changes the address without notifying the other party, it must be responsible for the change of address without notification.

Article 5. Applicable law and language used in the contract

1. This contract is governed by the legal system of Vietnam.

2. Language of the contract [specified in **DKCT**].

Article 6. Contract performance guarantee (if any) and contract advance guarantee (in cases where the parties agree to have an advance payment guarantee)

1. The implementation of contract performance guarantees and contract advance guarantees is as prescribed in Article 16 and Article 18 of Decree No. 37/2015/ND-CP, amended and supplemented in Decree No. [50/2021/ND-CP](#).
2. The consulting contractor must submit a contract performance bond with a value of ____ [specified in **DKCT**].
3. The consulting contractor will not receive the contract performance guarantee back in case the contractor refuses to perform the contract after the contract takes effect and in other cases of violations specified in the contract.
4. The contract performance guarantee will be returned to the Consulting Contractor upon completion of the work as agreed in the contract.
5. The consulting contractor must submit to the Investor a contract advance guarantee equivalent to the value of the advance payment before the Investor makes the advance. If it is a joint venture of consulting contractors, each member of the joint venture must submit a contract advance guarantee equivalent to the value of the advance payment for each member.
6. The value of the contract advance guarantee will be deducted corresponding to the value of the advance payment deduction through each payment.

Article 7. Content, workload and products of construction survey consulting contract

1. The content and volume of work performed by the consulting contractor are shown specifically in Appendix No.... [HSMT (*or HSYC*) of the Investor] and agreements in the contract negotiation minutes between the parties, including the following main tasks:
 - a) Prepare a technical plan for construction survey according to the provisions of Article 27 of Decree No. 15/2021/ND-CP.
 - b) Collect and analyze existing data and documents.
 - c) Site survey.
 - d) Build control grids, measure and draw detailed topographic maps.
 - d) Measuring and drawing underground engineering systems.
 - e) Establish a geodetic control grid for linear structures.
 - g) Hydrological measurement, engineering geology, hydrogeology.
 - h) Geophysical research.
 - i) Drilling, sampling, testing, determining physical and chemical properties of soil, rock and water.
 - k) Meteorological, hydrological, geological and hydrogeological monitoring.
 - l) Carry out measurements and drawings of the current state of the project.
 - m) Process data and prepare reports on construction survey results.
 - n) Other construction survey work.
2. Consulting contractors provide products of construction survey consulting contracts including:

a) Report on construction survey results according to the provisions of Article 29 of Decree No. 15/2021/ND-CP.

b) Topographic maps, engineering geological maps, hydrogeological maps, current status drawings of construction works, topographic cross-sections, geological cross-sections.

Article 8. Content, workload and products of the consulting contract for preparing a construction investment feasibility study report

1. The content, workload and products of the Consulting Contractor are shown specifically in Appendix No... [HSMT (*or HSYC*) of the Investor] and the agreements in the contract negotiation minutes between the parties include the following main contents:

a) Research the task of preparing a feasibility study report.

b) Research existing documents related to preparing a contract feasibility study report.

c) Survey the project location, investigate, research the market, collect data on nature, society, economy, and environment to serve the preparation of a feasibility study report.

d) Prepare a construction investment feasibility study report according to the provisions of Article 54 of the 2014 Construction Law amended and supplemented in Clause 12, Article 1 of Law No. 62/2020/QH14.

d) Amend and complete the construction investment feasibility study report after receiving opinions from the project appraisal agency and basic design appraisal (if any).

2. The consulting contractor provides products of the consulting contract to prepare a construction investment feasibility study report including:

a) Basic design.

b) Other contents of the construction investment feasibility study report, including total construction investment.

Article 9. Content, workload and products of construction design consulting contract

1. The content, workload and products of the Consulting Contractor are shown specifically in Appendix No... [HSMT (*or HSYC*) of the Investor] and agreements in the contract negotiation minutes between the parties include the following main tasks:

a) Research construction investment feasibility study reports, construction survey results reports, and approved design tasks.

b) Field survey to establish design.

c) Construction design according to the provisions of Clause 23, Article 1 of Law No. 62/2020/QH14; Articles 79, 80 of Construction Law No. 50/2014/QH13.

d) Amend, supplement and complete according to the request of the appraisal agency (if any).

d) Supervise the author according to the provisions of Article 20 of Decree No. 06/2021/ND-CP.

2. Consulting contractors provide products of construction design consulting contracts established for each project including:

a) Drawings, explanations of construction design, and accompanying spreadsheets.

b) Technical instructions.

- c) Project construction estimate.
- d) Construction maintenance process

Article 10. Content and volume of construction supervision consulting work

1. The content, workload and products of the Consulting Contractor are shown specifically in Appendix No... [HSMT (*or HSYC*) of the Investor] and agreements in the contract negotiation minutes between the parties include the following main tasks:

- a) The work content of the construction supervision consulting contract includes supervision of quality, volume, progress, labor safety and environmental protection during the construction process.
- b) The specific work content of construction supervision is implemented according to Clause 1, Article 19 of Decree No. 06/2021/ND-CP.

2. The consulting contractor must prepare and submit products of the construction supervision consulting contract including:

- a) Periodic reports or reports according to construction stages according to the provisions in Appendix IVA of Decree No [06/2021/ND-CP](#) January 26, 2021 detailing a number of contents on quality management, construction and maintenance of construction works. The investor stipulates the preparation of periodic reports or reports according to the construction phase and time of reporting.
- b) Report on completion of construction supervision of bidding packages, phases, construction items, and construction works as prescribed in Appendix IVB of Decree No. [06/2021/ND-CP](#).
- c) Unscheduled reports at the request of the Investor.

Article 11. Requirements for quality and quantity of construction consulting products

1. The quality of construction consulting products must be consistent with the content of the construction consulting contract signed between the parties; Ensure proper implementation of legal regulations on construction investment project management and construction quality management, regulations and standards applicable to construction consulting contracts. Errors in the product of the construction consulting contract must be completed by the consulting contractor in accordance with the terms agreed in the construction consulting contract.

2. Number of construction consulting product documents of the contract [specified in **DKCT**].

Article 12. Basis for acceptance of construction consulting products

- 1. Construction consulting contract signed between the parties.
- 2. Documents reporting construction survey results for construction survey consultants; Feasibility Study Report dossier for consultants to prepare Feasibility Study Report; Construction design documents for construction design consultants; Documents reporting construction supervision results for construction supervision consultants.
- 3. Approved construction survey tasks and technical plans for construction survey consultants; The task of consulting on preparing a Feasibility Study Report is approved for consultants preparing a Feasibility Study Report; The design task is approved, the design of

previous steps has been approved for construction design consultants; Construction supervision tasks and procedures are approved for construction supervision consultants.

4. Laws, regulations, and construction standards apply to construction consulting contracts.

Article 13. Contract price

1. Contract price

a) The contract price is determined with the amount: [specified in **DKCT**].

b) The contract price adjustment method is implemented according to Article... [Contract price adjustment method].

2. Content of contract price

a) The content of the construction survey consulting contract price includes: material costs, labor costs, construction machine costs, general costs, camp costs, planning and reporting costs survey results, survey force transportation costs, pre-calculated taxable income and value added tax.

b) The content of the consulting contract price for preparing a construction investment feasibility study report, construction design consultancy and construction supervision consultancy includes:

- Expert costs (salaries and related costs), costs of materials, machinery, management costs, professional liability insurance costs, pre-calculated taxable income and value tax increase.
- Necessary costs for completing construction consulting products after meetings, reports, appraisal and approval results.
- Field trip expenses.
- Travel expenses when participating in the acceptance process at the request of the Investor.
- Author supervision costs for construction design consulting.
- Other related costs.

c) Construction consulting contract price does not include:

- Expenses for Investor meetings.
- Costs for verification and approval of consulting contract products.
- Costs not included in the contract price agreed upon by the parties, ensuring compliance with regulations on construction investment cost management.

Article 14. Adjustment of construction consulting contract

1. Method of adjusting contract price

- The method of adjusting construction contract prices is carried out according to the instructions in Appendix I attached to the Circular guiding some contents of construction contracts. The application of price adjustment methods must be consistent with the nature of the work, type of contract price, payment currency and must be agreed upon in the contract.
- For construction consulting contracts with payment based on time (monthly, weekly, daily, hourly), the salary adjustment for experts is made according to the adjustment formula for a

human cost factor. section I, Appendix I attached to the Circular guiding a number of contents on construction contracts.

2. Adjust the workload of the consulting contract

Adjustment of work volume in the contract is carried out according to the provisions of Article 37 of Decree No. 37/2015/ND-CP amended and supplemented in Clause 13, Article 1 of Decree No. 50/2021/ND-CP and Article 4 of the Circular guides a number of contents on construction contracts.

Cases in which the volume of consulting contracts can be adjusted [specified in **DKCT**].

3. Adjust the progress of the consulting contract

- Adjustment of contract implementation progress is carried out according to the provisions of Article 39 of Decree No. 37/2015/ND-CP.

- When adjusting the construction contract progress specified in Point a, Clause 2, Article 39 of Decree No. 37/2015/ND-CP, the Investor and Consulting Contractor are responsible for assessing the impact of unexpected events. resistance to the progress of construction contracts to determine and decide on appropriate adjustments.

- In case of temporary suspension of work performance at the request of a competent state agency as prescribed in Point d, Clause 2, Article 39 of Decree No. 37/2015/ND-CP, the following tasks must be performed:

- + The investor and consulting contractor, based on the request for temporary suspension from the competent state agency, evaluate the impact on the progress of construction contract implementation as a basis for determining and agreeing to adjust the actual progress. present contract.

- + In case costs arise due to prolonging the contract implementation time, the Investor and Consulting Contractor shall base on the contract content and instructions of the competent state agency on the event leading to temporary suspension of implementation. The construction contract serves as a basis for determining and agreeing on reasonably incurred cost items.

Cases in which the progress of consulting contract implementation can be adjusted [specified in **DKCT**].

Article 15. Rights and obligations of consulting contractors

1. Rights of Consulting Contractors:

- a) Request the Investor to provide information and documents related to consulting tasks and working facilities according to the contract agreement (if any).

- b) Propose changes to the conditions for providing consulting services for the benefit of the Investor or when detecting factors affecting the quality of consulting products.

- c) Refuse to perform unreasonable work outside the scope of the contract and illegal requests of the Investor.

- d) Copyright is guaranteed according to the provisions of law (for consulting products with copyright).

d) Have the right to request the Investor to pay on time and request payment of interest due to late payment according to regulations.

e) For construction supervision consultants: Recommend that the Investor temporarily suspend construction for construction contractors when it is deemed that the quality of construction does not meet technical requirements and measures. Construction methods do not ensure safety.

2. Obligations of the Consulting Contractor:

a) Complete the work on schedule and with quality as agreed in the contract.

b) For design consulting contracts: Participate in acceptance of construction works with the Investor according to the provisions of law on quality management of construction works, supervise authors, respond to relevant content. related to design documents as required by the Investor.

c) Preserve and return to the Investor the documents and working facilities provided by the Investor under the contract after completing the work (if any).

d) Immediately notify the Investor in writing of incomplete information, documents, and working facilities that do not ensure quality to complete the work.

d) Keep confidential information related to consulting services as prescribed by the contract and law.

e) Collect necessary information to serve the work of the contract:

The consulting contractor must collect information related to issues that may affect the schedule, contract price or the consulting contractor's responsibilities under the contract, or risks that may arise for the contractor. consulting in performing construction consulting work specified in the contract.

In case of errors in collecting information, or any other problem of the Consulting Contractor to complete the construction consulting work according to the terms stipulated in the contract, the Consulting Contractor must be responsible. .

g) Carry out work in accordance with laws, regulations and standards applicable to the contract and ensure that sub-consultants (if any), consultants' human resources and sub-consultants will always comply with the law.

h) Submit reports and documents to the Investor in the quantity and time specified in the contract. The consulting contractor fully and promptly informs all information related to construction consulting work that may delay or prevent the completion of work on schedule and propose solutions for implementation.

i) The consulting contractor is responsible for presenting and defending views on the contents of construction consulting work in approval meetings of competent authorities organized by the Investor.

k) Construction consulting products must be performed by experts who are qualified to practice according to the provisions of law. The consulting contractor must arrange and arrange its own human resources or those of subcontractors with the necessary experience and capacity as listed on the list approved by the Investor to perform the construction consulting work.

- l) Appoint a representative with sufficient authority and capacity to resolve outstanding tasks at any time at the request of the Investor until the date of acceptance of construction consulting products for reporting consultants. feasibility study report; Completion and handover date of the project for construction design consultants.
- m) Provide records and documents for meetings, reports, appraisals,... in quantity and time according to the schedule agreed in the signed construction consulting contract.
- n) Comply with the requirements and instructions of the Investor, except for instructions or requests that are contrary to law or cannot be implemented.
- q) For construction supervision consultants: Participate in acceptance of stages, acceptance of equipment testing, acceptance of completed construction items and the entire project when requested by the Owner consulting for construction supervision consulting and construction design consulting.
- s) Compensate for damages caused by your fault when not properly implementing the content of the signed construction consulting contract.

Article 16. Rights and obligations of the Investor

1. Rights of the Investor:

- a) Have the right to own and use construction consulting products according to the contract.
- b) Refuse to accept construction consulting products that do not meet the contract quality.
- c) Check the quality of the Consulting Contractor's work but do not obstruct the Consulting Contractor's normal operations.
- d) Request to amend or supplement consulting products that do not ensure quality according to the contract agreement.
- d) Request the Consulting Contractor to change a consulting individual who does not meet the prescribed capacity requirements.

2. Obligations of the Investor:

- a) Provide the Consulting Contractor with information about work requirements, documents, payment guarantees and necessary means to perform the work as agreed in the contract (if any).
- b) Ensuring copyright for consulting products with copyright under the contract.
- c) Resolve the consulting contractor's recommendations according to authority during the contract implementation process on time as agreed by the parties in the contract.
- d) Make full payment to the Consulting Contractor according to the payment schedule agreed in the contract.
- d) Instruct the Contractor to advise on contents related to the project and the Bidding Documents (or HSYC); create conditions for the Consulting Contractor to access the project and the field.
- e) Appoint people with appropriate qualifications to work with the consulting contractor.
- g) Create conditions for Consulting Contractors to perform construction consulting work and customs procedures (if any).

h) Take responsibility for the accuracy and completeness of the documents you provide. Compensate for damages to the Consulting Contractor if the Investor provides inaccurate or incomplete information according to the provisions of the contract.

Article 17. Subcontractors (if any)

1. For subcontractors that do not have a list in the Contract, the contractor must submit a list, profile of the subcontractor's capacity and experience as well as the scope of work that the subcontractor will undertake to the Investor. Consider and approve in writing before signing a subcontract.
2. The consulting contractor must be fully responsible to the Investor for the quality, progress as well as errors of the subcontractors.
3. The consulting contractor commits to the Investor that it will pay in full and on time all costs to subcontractors specified in the subcontracting contract.

Article 18. Human resources of consulting contractors

1. Human resources of consulting contractors and subcontractors must be qualified, have practicing certificates according to regulations, professional qualifications, and experience appropriate to their profession, work, and in accordance with the regulations. Regulations on capacity conditions in construction law are specified in Appendix No. ... [Contractor's human resources].
2. Title, tasks to be performed, qualifications and expected time of participation are specified in Appendix No... [Contractor's human resources]. In case of personnel change, the Consulting Contractor must present the reason and at the same time provide the resume of the replacement person to the Investor. The replacement person must have qualifications equivalent to or higher than the person being replaced. If the Investor does not have an opinion on replacement personnel within... days from the date of receiving the Consulting Contractor's request, that personnel will be considered approved by the Investor.
3. The Investor has the right to request the Consulting Contractor to replace personnel if that person does not meet the Investor's requirements or does not comply with the personnel records in the contract. In this case, the Consulting Contractor must send a written notice to the Investor within [specified in **DKCT**] from the date of receiving the Investor's request for personnel change. Unless otherwise agreed, all costs arising from personnel changes are borne by the Consulting Contractor. The remuneration level for replacement personnel must not exceed the remuneration level for the person being replaced.
4. The consulting contractor can adjust the working hours of personnel if necessary but does not increase the contract price. Other adjustments will only be made when approved by the Investor.
5. In case the working time of personnel must be extended or additional personnel must be added due to the increase in workload agreed between the Investor and the Consulting Contractor, these necessary costs will be deducted. payment on the basis of Appendix No... [Contractor's Manpower].
6. The consulting contractor organizes work implementation according to the agreed schedule. Working hours, overtime, working hours, holidays, etc. follow [Labor Code](#). Consulting contractors are not allowed to charge overtime costs (the contract price includes overtime costs).

Article 19. Copyright and right to use documents

The consulting contractor will retain the copyright of the consulting work it performs. The Investor has full rights to use these documents to serve the work specified in the contract without having to ask permission from the Consulting Contractor.

The Consulting Contractor must commit that the consulting products performed by the Consulting Contractor and provided to the Investor do not violate the copyright or intellectual property rights of any individual or third party.

The Investor will not be responsible or liable for any consequences from claims that the consulting product under this contract violates the copyright or intellectual property rights of any other individual or third party.

Article 20. Insurance

Contractors purchase professional liability insurance according to regulations.

Article 21. Risks and force majeure

1. Risk is the risk of a negative impact on the performance of a construction contract in the future. In the construction contract, the parties must stipulate each party's responsibilities for managing and handling its risks; each party's responsibility to remedy the consequences in case of risk.

2. Force majeure is an objective risk event that cannot be foreseen when signing a construction contract and cannot be overcome when it occurs despite applying all necessary and possible measures. allowable capacity, in accordance with the criteria specified in Clause 2, Article 51 of Decree No. 37/2015/ND-CP and Clause 1, Article 156 of the Civil Law.

3. Notice of force majeure:

a) When one party encounters a force majeure situation, it must notify the other party in writing as soon as possible. The notice must clearly state the obligations and tasks related to the consequences of force majeure.

b) The notifying party is exempted from performing work under its responsibility during the period of force majeure affecting the work according to contractual obligations.

4. Responsibilities of the parties for risks:

a) For risks included in the contract price, when risks occur, the consulting contractor must bear responsibility at his own expense.

b) For risks that have been insured, the costs of overcoming the consequences of these risks are paid by the insurance company and are not included in the contract price.

c) The consulting contractor must compensate and bear damages to the Investor for damages, losses and related costs (including fees and legal costs) caused by his or her fault. go out.

d) The Investor must compensate the Consulting Contractor for damages, losses and costs (including fees and legal costs) related to their fault.

5. Responsibilities of the parties for force majeure:

a) If the Consulting Contractor is prevented from performing its duties under the contract due to force majeure that has been notified according to the terms of the contract, leading to delay

in performing the work and incurring costs due to force majeure , the consulting contractor will have the right to request handling as follows:

- Time extension due to delay according to contract provisions (extension of completion time).

- Be paid for costs incurred according to the terms specified in the contract.

b) The Investor must consider and decide on the proposals of the Consulting Contractor.

c) The handling of force majeure consequences does not apply to any party's payment obligations to the other party under the contract.

6. Termination and payment of the contract in case of force majeure (if any):

a) If the performance of the contract's work is stopped due to force majeure that has been notified according to the provisions of the contract during the period in which the total number of days of suspension is greater than the number of days due to force majeure that has been notified , then either party has the right to send notice of contract termination to the other party.

b) In case of this termination, the Investor will have to pay the Consulting Contractor:

- Payments for any work completed at the price stated in the contract.

- Costs for equipment and materials ordered for the project that have been transferred to the Consulting Contractor, or which the Consulting Contractor is responsible for accepting delivery of: This equipment and materials will become an asset. assets (and risks) of the Investor once paid by the Investor and the Consulting Contractor will let the Investor use it.

Article 22. Temporary suspension of work in the contract

1. Temporary suspension of work by the Investor

If the contractor fails to perform its obligations under the contract, the Investor may suspend all or part of the contractor's work by written notice. In the content of the document, the Investor must clearly state the contractor's fault and require the contractor to implement and correct the errors within a specific reasonable period of time, and at the same time the contractor must compensate for damages. The investor temporarily suspended work.

2. Temporary suspension of work by the Consulting Contractor

a) If the Investor fails to perform its obligations under the contract or fails to pay according to the terms agreed in this contract more than 28 days from the payment due date, after notifying the Investor and the Contractor. Consulting contractors may suspend work (or reduce work rates).

b) After the Investor performs its obligations under the contract, the Consulting Contractor must continue to carry out normal work as soon as possible.

c) If costs arise as a result of temporary suspension of work (or reduction of work rate) under this Clause, the Consulting Contractor must notify the Investor for consideration. After receiving the notice, the Investor reviews and comments on the mentioned issues.

3. Before temporarily suspending the performance of the work in the contract, one party must notify the other party in writing, clearly stating the reason for temporary suspension of the work. The two parties jointly negotiate a settlement to continue implementing the contract.

Article 24. Termination of contract

1. Termination of the contract by the Investor

The investor can terminate the contract after [stipulations in **DKCT**] from the date of sending the contract termination document to the Consulting Contractor. The investor will have the right to terminate the contract when:

- a) The consulting contractor does not comply with the contract performance guarantee in Article ... (if the parties have an agreement to ensure contract performance).
- b) The consulting contractor fails to correct serious errors that the consulting contractor cannot overcome in the performance of its tasks within [specified in **DKCT**] that the Investor can accept from the date of receipt of the Investor's notice of such error.
- c) The contractor does not have a legitimate reason for not continuing to perform the work according to Article ... [Time and progress of implementation of the construction consulting contract], or [stipulations in **DKCT**] continuously failed to perform the work according to the contract.
- d) Transferring the contract without the agreement of the Investor.
- d) The consulting contractor goes bankrupt or becomes insolvent, is closed, is subject to asset management, must negotiate with creditors or continue to do business under the supervision of the asset manager, authorized person or administrator for the benefit of creditors or any act or event has occurred (under applicable Laws) that has a similar effect on these actions or events.
- e) The consulting contractor refuses to comply with the final decision reached through arbitration in Article ...[Complaints and dispute resolution].
- g) The consulting contractor intentionally submits untrue documents to the Investor, affecting the rights, obligations and interests of the Investor.
- h) Force majeure cases specified in Article ...[Risks and force majeure].

After terminating the contract, the Investor can hire other consulting contractors to continue consulting work. The Investor and these Consulting Contractors can use any existing documents.

2. Termination of the contract by the Consulting Contractor

The consulting contractor may terminate the contract but must notify the Investor in writing at least [specified in **DKCT**] in the following cases:

- a) Work is stopped due to the Investor's fault within the period [specified in **DKCT**].
- b) The Investor does not pay the Consulting Contractor according to the contract and is not subject to dispute under Article ...[Complaints, conciliation and dispute resolution] after the period [specified in **DKCT**] from the date the Investor receives all valid payment documents.
- c) The Investor does not comply with the final decision reached through arbitration in Article ...[Complaints and dispute resolution].
- d) As a result of a force majeure event, the Consulting Contractor cannot perform an important part of the work within the time [specified in **DKCT**].

d) The investor who is bankrupt, insolvent, closed, or subject to asset management must negotiate with creditors or continue doing business under the management of a trustee or representative of the owner's interests. debt or if any action or event has occurred (under applicable Laws) that has a similar effect to such action or event.

3. When the contract is terminated, the rights and obligations of the parties will terminate except for the dispute resolution clause.

4. When either party terminates the contract, immediately upon sending or receiving the contract termination document, the Consulting Contractor will take the necessary steps to end the consulting work quickly and try to minimize costs.

5. Payment upon contract termination: Payment shall be made according to Article ...[Contract price] and Article ...[Advance and payment] for work performed before the effective date of termination. resources (including expert costs, equipment procurement costs, other costs,...).

Article 25. Final settlement and contract liquidation

1. Contract settlement

a) Construction contract settlement is carried out according to the provisions of Article 22 of Decree No. 37/2015/ND-CP amended and supplemented in Clause 7, Article 1 of Decree No. 50/2021/ND-CP.

b) Within ... days from the date of acceptance of completion of all consulting work under the contract, upon receipt of the Acceptance Minute and confirmation from the Investor that the Consulting Contractor has completed all Including all obligations according to the provisions of the contract, the Consulting Contractor will present to the Investor... a set of contract settlement documents and settlement documents including:

- Minutes of acceptance of completion of all consulting work.
- A confirmation of the value of the amount of work incurred (if any).
- Contract settlement value calculation sheet clearly stating the paid portion and the remaining value that the Investor must pay to the Consulting Contractor.

c) If the Investor does not agree or believes that the Consulting Contractor has not provided sufficient basis to confirm a certain part of the contract settlement documents, the Consulting Contractor will provide additional information when the Investor The investor has reasonable requirements and will change according to the agreement of both parties. The consulting contractor will prepare and submit to the Investor the contract settlement as agreed by both parties.

d) After the contract is settled according to regulations, the Investor will pay the entire remaining value of the contract to the contractor.

2. Liquidation of the contract must be completed within ... days from the date the parties complete their obligations under the contract or are terminated according to Article ... [Termination of contract].

Article 26. Acceptance of consulting products

Product acceptance is conducted [specified in **DKCT**]:

1st time: After the Consulting Contractor completes [specified in **DKCT**].

2nd time: After the Consulting Contractor completes [specified in **DKCT**].

Last time: After receiving complete documents and construction consulting product documents provided by the Consulting Contractor, the Investor will base on this contract, standards and regulations to organize the acceptance of the product. construction consulting products. Errors in construction consulting products The consulting contractor must complete them in accordance with the terms agreed in the contract.

The acceptance record of the completed volume is the quality acceptance record (according to regulations on construction quality management) that includes the volume.

Article 27. Time and progress of construction consulting contract implementation

1. The contract implementation progress is specified in Appendix No... [Progress of work implementation] with a total implementation time of [specified in **DKCT**].

2. Detailed progress:

Time and work completed [specified in **DKCT**].

3. During the contract implementation period, in case the Consulting Contractor or the Investor encounters difficulties leading to a delay in contract performance, one party must notify the other party and clearly state the reason. same estimated time. After receiving notice of extension of time from one party, the other party will study and consider it. In case of approval to extend the contract, the parties will negotiate and sign an additional Appendix to the contract.

4. Extending the contract performance time is not allowed to increase the contract price if the delay is due to the fault of the Consulting Contractor.

Article 28. Advance and payment

1. Advance:

The latest time is [specified in **DKCT**], the Investor's advance payment to the Consulting Contractor is [stipulated in **DKCT**] with the amount of [specified in **DKCT**].

2. Payment schedule

The number of payments is [specified in **DKCT**].

The value that the Investor will pay to the contractor according to specific payments is ____ [specified in **DKCT**].

The final time after the Consulting Contractor completes the work according to contractual obligations.

Within [specified in **DKCT**], from the date the Investor receives all valid payment request documents from the Consulting Contractor, the Investor must pay the Consulting Contractor.

3. Payment documents include:

a) For package contracts:

- Minutes of acceptance of completed volumes according to Appendix No... [Minutes of acceptance of volumes].

(The acceptance record of the completed volume is the quality acceptance record (according to regulations on construction quality management) that includes the volume).

- Table for calculating the value of volume arising (if any) outside the scope of the contract according to Appendix No... [Table for calculating the value of volume arising outside the contract].

- Payment request of the Consulting Contractor includes: Completion value according to the contract, value for additional work (if any), deduction of advance payment (if any), value of payment request After clearing these amounts according to Appendix No... [Payment request].

b) For contracts based on fixed unit prices (applied to construction survey work):

- Minutes of acceptance of actual completed volume according to the form in Appendix No... [Minute of acceptance of volumes].

- Table for calculating the value of work without unit price in the contract (if any) according to Appendix No... [Table for calculating the value of volumes arising outside the contract].

- Payment request of the Consulting Contractor includes: Completion value according to the contract, value for additional work (if any), deduction of advance payment (if any), value of payment request After clearing these amounts according to Appendix No... [Payment request].

c) For contracts based on adjusted unit prices (applied to construction survey work):

- Minutes of acceptance of actual completed volume according to the form in Appendix No... [Minute of acceptance of volumes].

- Adjusted unit price calculation table due to price slippage (payment unit price) as agreed in Appendix No... [Adjusted unit price calculation table].

- Table for calculating the value of work without unit price in the contract (if any) according to Appendix No... [Table for calculating the value of volumes arising outside the contract].

- Payment request of the Consulting Contractor includes: Completion value according to the contract, value for additional work (if any), deduction of advance payment (if any), value of payment request After clearing these amounts according to Appendix No... [Payment request].

4. For simple, small-scale contracts, whether or not to make an advance payment is considered and agreed upon by the Investor and the Consulting Contractor at the request of the Consulting Contractor to ensure compliance with the requirements of the package bidding, reducing unnecessary procedures.

5. Payment currency is Vietnamese currency.

(In case the contract involves the participation of a foreign party, the payment currency is Vietnamese currency and foreign currency. Specific cases are agreed upon by the parties in accordance with the HSMT or HSYC and are not contrary to law).

Article 29. Complaints, conciliation and dispute resolution

1. When one party discovers that the other party has performed incorrectly or has not performed its obligations according to the contract, it has the right to request the other party to perform according to the content of the signed contract. Then the discovering party has the right to complain to the other party about this content. The other party must provide specific

grounds and evidence to clarify the content of the complaint within [specified in **DKCT**]. If the grounds and evidence are not reasonable, the other party's complaints must be accepted.

Within 30 days from the date of discovery of contents inconsistent with the signed contract, the discovering party must immediately notify the other party about those contents and make a complaint about these contents. Beyond this time period, if neither party has a complaint, the parties must comply with the signed agreement.

Within 30 days from the date of receipt of the complaint, the party receiving the complaint must accept the complaint or provide grounds and evidence that the other party's complaint is inappropriate. accordance with the signed contract. Beyond this time period, if the party receiving the complaint has no opinion, it is considered to have accepted the contents of the complaint made by the other party.

2. When a dispute arises during contract implementation, the parties will try to negotiate a settlement by conciliation.

Time to conduct conciliation: [specified in **DKCT**].

In case of ineffective negotiations, the time period in which the parties are entitled to submit the matter to Arbitration to resolve the dispute according to the rules of Vietnam (or the People's Court) according to the provisions of law [regulations] in **DKCT** from the date the irreconcilable contractual dispute arose. Arbitrator's Decision (*or People's Court*) is the final decision and binding on the parties.

Dispute resolution: [regulations at **DKCT**].

3. A void or terminated contract does not affect the validity of the dispute resolution provisions.

Article 30. Rewards, penalties, compensation for damages

1. Contract bonus: In case the Consulting Contractor completes the contract obligations earlier than the deadline specified in this contract, bringing efficiency to the Investor, then for each period of time [specified in **DKCT**] The Investor will reward the Consulting Contractor with the maximum reward [specified in **DKCT**].

2. Penalty for breach of contract

For consulting contractors: If the contract implementation schedule is delayed [specified in **DKCT**] then fine [specified in **DKCT**] but the total fine shall not exceed [specified in **DKCT**].

For the Investor: If payment is late to the Consulting Contractor according to the provisions of Article ... [Contract Price] and Article ... [Advance and Payment], the Consulting Contractor must be compensated according to The overdue interest rate applicable to the first day of late payment is announced by the commercial bank where the Consulting Contractor opens an account from the first day of late payment until the Investor has fully paid the Contractor. advise.

3. Compensation for damages

- Compensation for damages: [specified in **DKCT**].

Article 31. General provisions

The parties agree to all terms, provisions and conditions of this contract. No authority or representative of any party has any authority to make any statement, representation, promise or agreement not expressly set out in the contract; No party is bound or responsible therefor.

The parties commit to perform honestly, fairly and securely to comply with the objectives of the contract.

This contract takes effect from the time [specified in **DKCT**].

(In case the validity period of the contract is different as agreed upon by the parties)

Number of pages, number of appendices, number of copies established, contract language, legal value, number of copies the Investor will keep, number of copies the Consulting Contractor will keep [specified in **DKCT**].

PART 4. SPECIFIC CONDITIONS OF CONTRACT

Article 1. Type of contract

Contract type: ____ *[Specify the type of contract in the following types of contracts: Package contract; Contract based on fixed unit price; Contract according to adjusted unit price; Time-based contracts; Cost-plus-fee contracts; Other construction contracts; Combined price contract].*

Article 2. Applicable law and language used in the contract

2. Language of the contract *[Specify the language of the contract in Vietnamese. In case the contract contains foreign elements, the language used is Vietnamese and a foreign language as agreed upon by the parties; In case no agreement can be reached, English will be used; the parties must agree on the language to be used during the contract transaction process and the priority order of language use to resolve contract disputes (if any)].*

The language of this contract is expressed in Vietnamese.

(In case the contract has foreign elements, the language used is Vietnamese and a foreign language agreed upon by the parties; in case no agreement can be reached, English will be used (the parties agree on the language used during the contract). Contract transaction process and priority order of language used to resolve contract disputes, if any)).

Article 3. Contract performance guarantee (if any) and contract advance guarantee (in cases where the parties agree to have an advance payment guarantee)

Contract performance guarantee equivalent to ____ *[Specify what percentage of the contract price is equivalent].*

Article 4. Requirements for quality and quantity of construction consulting products

2. The number of construction consulting product documents of the contract is ____ *[Specify the number of sets].*

Article 5. Contract price

1. Contract price

a) Contract price is determined with the amount: *[Specify the total amount (including VAT), currency used (such as: VND, USD,...), amount in words].*

Article 6. Adjustment of construction consulting contract

2. Cases where volume is adjusted, scope and sequence, volume adjustment procedures ____ *[Specify the cases where the volume is adjusted, the scope and order, and procedures for volume adjustment that the parties have agreed upon]*.

3. Cases in which the contract implementation schedule can be adjusted ____ *[Specify the cases where the progress is adjusted as agreed and agreed upon by the parties]*.

Article 7. Human resources of consulting contractors

3. The consulting contractor must send written notice to the Investor within ____ *[Specify how many days]*.

Article 8. Termination of contract

The investor can terminate the contract after ____ *[Specify how many days]*.

The Consulting Contractor fails to correct a serious defect that the Consulting Contractor cannot remedy in the performance of its duties within ____ *[Specify how many days]*.

The contractor does not have a legitimate reason for not continuing to perform the work according to Article ... [Time and progress of implementation of the construction consulting contract], or ____ *[Specify how many days]* continuously fails to perform work according to the contract.

The consulting contractor may terminate the contract but must notify the Investor in writing at least ____ *[Specify how many days]*.

Work was stopped due to the Investor's fault during the period of ____ *[Specify how many days after]*.

The Investor does not pay the Consulting Contractor according to the contract and is not subject to dispute under Article ... [Complaints, conciliation and dispute resolution] after a period of ____ *[Specify how many days]* from the date the Investor receives all valid payment documents.

As a result of the force majeure event, the Consulting Contractor was unable to carry out a significant part of the work in time *[Specify not less than how many days]*.

Article 9. Acceptance of consulting products

Product acceptance is carried out ____ times *[Specify the number of times the product is to be tested and the specific work that must be done for each consulting product to be accepted]*.

1st time: After the Consulting Contractor completes ____ *[Specify the work that must be accepted during this acceptance]*.

2nd time: After the Consulting Contractor completes ____ *[Specify the work that must be accepted during this acceptance]*.

Article 10. Time and progress of construction consulting contract implementation

1. The contract implementation schedule is specified in Appendix No. ... [Progress of work implementation] with a total implementation time of ____ *[Specify how many days from the effective date of this contract, including holidays and days off (the above time does not include the time for appraisal, approval, supervision of the author and other related activities). force majeure)]*.

2. Detailed progress:

Time and portion of work completed is ____ *[Specify which part of the work the Consulting Contractor will complete, on which date... month... year...]*.

Article 11. Advance and payment

1. Advance:

The latest advance payment period is ____ *[Specify how many days from the effective date of the contract]*.

The investor's advance to the consulting contractor is ____ *[Specify what % of the contract value corresponds to the amount of money, what is the amount in words]*.

2. Payment schedule

The number of payments is ____ *[Specify the number of payments]*.

The value that the Investor will pay to the contractor in specific payments is ____ *[Specify the number of payments (for example: 1st time, 2nd time,...) and the payment rate, % of contract value]*.

The period of time the Investor must pay the Consulting Contractor upon receiving complete and valid payment request documents from the Consulting Contractor is ____ *[Specify how many days]*.

Article 12. Complaints, conciliation and dispute resolution

1. The time to clarify the content of the complaint is ____ *[Specify how many days]*.

2. When a dispute arises during contract implementation, the parties will try to negotiate a settlement by conciliation.

The time for conciliation is ____ *[Specify the maximum number of days for conciliation]*.

The period of time the parties are entitled to submit the matter to Arbitration to resolve the dispute according to the rules of Vietnam (or the People's Court) as prescribed by law is ____ *[Specify how many days]*.

Dispute resolution is ____ *[Specify the time and dispute resolution mechanism based on the scale and nature of the bidding package. It should clearly state the time for submitting a request for dispute resolution, the organization of dispute resolution, the cost of dispute resolution,...]*.

Article 13. Rewards, penalties, compensation for damages

1. Contract bonus

The contract bonus period is ____ *[Specify how many months]*.

The maximum bonus is ____ *[Specify what percentage of the value of the contract benefit]*.

2. Penalty for breach of contract

The time delay in implementing the contract is ____ *[Specify how many days the delay is]*.

The penalty rate is ____ *[Specify the rate as % of the contract price]*.

The maximum fine amount the receiving party must pay is ____ *[Specify the rate as % of contract value]*.

3. Compensation for damages

- Compensation for damages: *[Insert “Applicable” or “Not applicable”. In case compensation is applied, based on the scale and nature of the bidding package, compensation is prescribed in one of the following two ways:*

- *Compensation for damages based on all actual damages;*

- *Compensation for damages based on a determined level. In this case, clearly state the compensation level, compensation method,... in accordance with civil law and other relevant legal regulations].*

Article 14. General provisions

This contract takes effect from time *[Specify the effective date... month... year... of the contract]*.

This contract includes ____ pages *[Specify the number of pages of the contract]*, and ____ Appendix *[Specify the number of Appendixes of the contract]* made in ____ copies *[Specify the number of contracts issued]* in Vietnamese (or other language or bilingual if available) have the same legal value. The investor will keep ____ copies *[Specify the number of copies kept by the Investor]*, The consulting contractor will keep ____ copies *[Specify the number of copies kept by the Consulting Contractor]*.