

SOCIALIST REPUBLIC OF VIETNAM
Independence – Freedom – Happiness

(Place name), datemonth year

PROJECT MANAGEMENT CONSULTATION CONTRACT

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

About: Project management consulting

**FOR THE PROJECT OR PROCESS PACKAGE (NAME OF THE PROJECT
AND OR CONTRACTING PACKAGE) NO**

BELONGING TO THE PROJECT (PROJECT NAME)

BETWEEN

(TRADE NAME OF INVESTOR)

AND

(TRADE NAME OF PROJECT MANAGEMENT CONSULTANT)

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PART 1 – BASIS FOR SIGNING A CONTRACT

Pursuant to Construction Law No. 16/2003/QH11 dated November 26, 2003 of the 11th National Assembly, 4th session;

Pursuant to the Bidding Law No. 61/2005/QH11 dated November 29, 2005 of the 11th National Assembly;

Pursuant to Decree No. 111/2006/ND-CP dated September 29, 2006 of the Government guiding the implementation of bidding laws and contractor selection.

Pursuant to Decree No. 99/2007/ND-CP dated June 13, 2007 of the Government on management of construction investment costs;

Pursuant to Circular No. 06/2007/TT-BXD dated July 25, 2007 of the Ministry of Construction guiding contracts in construction activities;

Based on the results of Contractor selection in document No. (Decision No....)

PART 2 – TERMS AND CONDITIONS OF THE CONTRACT

INTRODUCTION

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

1. Investor (abbreviated as CDT),

Transaction name

The representative (or authorized person) is:

Position:.....

Address:

Account:

Tax code:

Phone :

Fax:

E-mail:

is one side

2. Project management consulting (abbreviated as PMC):

Transaction name:

The representative (or authorized person) is:

Position:

Address:

Account:

Tax code:

Phone :

Fax:

E-mail:

is the other side

The Investor and the Contractor are referred to separately **Beside** and collectively **Parties**.

The Parties hereby agree to the following agreement:

ARTICLE 1. CONTRACT DOCUMENTS AND ORDER OF PRIORITY

1.1. Contract documents are an integral part of the contract, including the grounds for signing the contract, terms and conditions of this contract and the following documents:

1.1.1. Notice of winning bid or document appointing bidder;

- 1.1.2. Special conditions (if any): Appendix No.... [Progress of work implementation]; Appendix No.... [Contract price, advance, payment and settlement]; Appendix No.... [Types of forms];
- 1.1.3. Contractor's proposal and accompanying documents;
- 1.1.4. Reference conditions (Appendix No. ... [Bid invitation documents or Investor's request documents]);
- 1.1.5. Written amendments and supplements, contract negotiation minutes;
- 1.1.6. Contract performance guarantee (if any), advance payment guarantee and other guarantees (if any);
- 1.1.7. Other documents (documents - Additional appendices during the implementation of the Contract).
- 1.2. Priority order of documents

The principle is that the documents that make up the contract are in a unified relationship of mutual interpretation, but if there are any unclear or inconsistent points, the parties are responsible for discussing and reaching an agreement. In case the parties cannot agree, the order of priority of documents constituting the contract to handle the issue of disagreement is prescribed as follows (or as agreed by the parties themselves):

- 1.2.1. Notice of winning bid or document appointing bidder;
- 1.2.2. Special conditions (if any): Appendix No... [Progress of work implementation]; Appendix No. ... [Contract price, advance payment, payment and settlement]; Appendix No.... [Types of forms];
- 1.2.3. These terms and conditions;
- 1.2.4. Bidder's proposal and attached documents (Appendix No.... [Bidder's bid or proposal];
- 1.2.5. Reference conditions (Appendix No.... [Bid invitation documents or Investor's request documents]);
- 1.2.6. Written amendments and supplements, contract negotiation minutes;
- 1.2.7. Contract performance guarantee, advance payment guarantee and other guarantees (if any);
- 1.2.8. Other documents (documents - Additional appendices during the implementation of the Contract).

ARTICLE 2. DEFINITIONS AND INTERPRETATION.

Words and phrases (as defined and interpreted) shall have the meanings set forth below and apply to this contract, unless the context clearly requires a different meaning.

2.1. "Investor" is.... (transaction name of Investor) as mentioned in the introduction and those who have legal inheritance rights of the Investor and are not any subjects authorized by that person.

2.2. "Project management consultant" is(name of the contractor in the bid accepted by the Investor) as stated in the introduction and the legal successors of the Contractor who are not any any object authorized by that person.

- 2.3. “Project” means project ... (project name).
- 2.4. “Constructions” are works.... (project name) is carried out by the Design Contractor according to the signed Design Contract.
- 2.5. “Construction item” is a single project stated in the contract (if any).
- 2.6. “Investor Representative” is (the person named by the Investor in the Contract or appointed from time to time according to Article Clause ... [Employer's Representative]) and manages the work on behalf of the Investor.
- 2.7. “PMC Representative” is(person named by PMC in the Contract or appointed by PMC under Clause 10.1 [PMC Representative] and manages the work on behalf of PMC.
- 2.8. “Contract” means part 1, part 2 and documents attached to the contract.... (as stipulated in Clause 1.1 [Contract documents]).
- 2.9. Bidding documents or request documents of the Investor are all documents as prescribed in Appendix No. ... [Bid invitation documents of the Investor's request documents].
- 2.10. PMC's Bidding Documents or Proposal Documents are documents attached to the bidding documents signed by PMC that PMC submits and are included in the contract according to the provisions in Appendix No. ... [Bid documents or proposal documents published by PMC].
- 2.11. Party is the Investor or PMC depending on the context.
- 2.12. “Day” unless otherwise specified in the contract, “day” is understood as a calendar day and month is understood as a calendar month.
- 2.13. “Force Majeure” is defined in Article ...[Force Majeure]
- 2.14. “Law” means the entire legal system of the Socialist Republic of Vietnam and related guiding documents.
- 2.15. “Consent document” represents the investor's official approval of any memorandum or agreement between the two parties during the contract implementation process.
- 2.16. “Contract appendix” are complete pages to clarify a content in the contract, called the Contract Addendum and are an integral part of the Contract.
- 2.17. “Work” is understood as the services performed by PMC according to the provisions of Article 3 [Description of scope of work].

ARTICLE 3. DESCRIPTION OF SCOPE OF WORK.

The investor agrees to hire and PMC agrees to undertake the project management tasks of the project ... (project name) as follows:

- Organize the preparation of investment reports, investment projects or economic-technical reports;
- Organizing the implementation of compensation, site clearance and resettlement under the responsibility of the investor;
- Organize architectural design competitions;
- Organize investment project appraisal, economic-technical reports, total investment;

- Organize the verification of technical designs, construction drawing designs, construction estimates;
- Organize contractor selection in construction activities;
- Organize the quality, volume, progress and cost management of construction works;
- Organize to ensure safety and environmental sanitation of the project;
- Organize the establishment of norms and unit prices for construction works;
- Organize material quality inspection and project quality inspection according to the investor's request;
- Organize inspection and certification of conformity in project quality;
- Organize acceptance, payment and settlement of contracts; payment and finalization of project construction investment capital;
- Organize acceptance and handover of projects;
- Work related to groundbreaking, inauguration, propaganda and advertising;
- Organize and carry out some other management tasks.

(The content of the Investor hiring a project management consultant for each specific project is agreed upon by the parties)

PMC ensures project management .. (project name) according to design, with high quality, complete and accurate volume, and on approved schedule; ensure safety, environmental sanitation and fire and explosion prevention; Project management ... (project name) in accordance with the regulations of the State of the Socialist Republic of Vietnam on construction.

PMC's scope of work is shown but not limited to Appendix No. ... [Inviting Documents or Request Documents of the Investor] including the following specific tasks:

- Manage the implementation of all construction contracts signed by other contractors with the Investor;
- Review and check the progress made by other contractors and adjust and re-establish the project implementation schedule (if necessary) but must be consistent with the total progress (overall progress) and important milestones. approved;
- Assess the current status of project implementation and understand project implementation processes to plan project management and control;
- Evaluate changes related to design; construction; procurement of supplies, equipment, labor safety, environmental sanitation and fire and explosion prevention; test run, acceptance and handover of the project; Operational training: propose to the Investor appropriate measures to ensure that the above changes do not affect safety, quality and project implementation progress;
- Help the Investor establish, review and evaluate contractor selection criteria;
- Check, report and monitor the supply of human resources and equipment of contractors;
- Monitor, evaluate and report progress completion levels of contractors;

- Report defects and delays in work progress of other contractors and request these contractors to take corrective and authentic measures to complete on schedule as committed to the Owner. invest. Based on the measures proposed by the contractors, PMC evaluates and proposes measures according to its own opinion to complete the project according to the proposed plan;
- Report progress daily, weekly, monthly or unexpectedly at the request of the Investor, each report includes the main contents: overall status of the project; the volume and quality of each job performed and compared with the set plan or signed contracts; problems and proposed measures to handle them;
- Evaluate the quality of the project;
- Consulting to help investors systematize and control project documents;
- Help the Investor manage risks related to the project.
- Help the Investor check and manage the progress and quality of the design in accordance with the signed design and construction contract.
- Check, report, synthesize design changes or arising during project implementation.
- Help the Investor review, inspect, and control the preparation and implementation of construction plans;
- Identify the main factors affecting construction work;
- Site preparation work of contractors such as: construction of temporary works to serve construction works (construction site office; warehouse for construction; temporary electricity and water systems to serve construction; temporary road system, temporary fence for construction...)..;
- Consider mobilizing construction forces, machinery and equipment from contractors;
- Contractor's construction organization measures;
- Construction progress of contractors;
- Contractor's project quality plan;
- Material and equipment supply plan of contractors;
- Other plans serving construction works;
- Help the Investor inspect, supervise and manage contractors and other consulting contractors participating in project implementation to ensure progress, quality, safety, environmental sanitation and fire and explosion prevention ;
- Review, check and record construction logs;
- Review and check documents of contractors and other consultants according to the contract signed with the Investor;
- Organize and chair briefing meetings at the construction site and participate in meetings chaired by the Investor;
- Review and check periodic reports (daily, weekly, monthly) and other reports of contractors;

- Carry out review and evaluation of arising tasks or changes compared to approved plans and documents;
- Supervise and manage contractors to carry out work in accordance with important milestones and time periods of the project;
- Inform the Investor about the completeness of the work before acceptance;
- Prepare and manage plans for experiments, inspections, trial runs, and acceptance in accordance with the total progress;
- Check plans and conditions to conduct experiments, inspections, test runs, acceptance and handover;
- Inspect, supervise and urge the preparation and implementation of measures to ensure labor safety, environmental sanitation and fire and explosion prevention of contractors;
- Help investors and project users understand and understand the operating mechanism and necessary operations related to project operation;
- Check training plans of training contractors;
- Managing the training process and operating instructions;
- Inspect and supervise technology transfer by contractors;

ARTICLE 4. CONTRACT PRICE, ADVANCES AND PAYMENTS

4.1. Contract price

- Contract price is determined according to Appendix No. ... [Contract price, advance and payment] with the amount:(In words:.....)
- Which includes costs to perform all the work shown in Article 3 [Description of scope of work] and Article 8 [Responsibilities and obligations of PMC];
- Costs incurred according to Article 6 [Changes and adjustments to contract price].

4.2. Content of Contract Price

Contract Price includes:

- Labor costs for experts, costs of supplies, materials, machinery, management costs, other costs, professional liability insurance costs, pre-calculated taxable income and value added tax , as detailed in Appendix No. [Contract Price, Advance, Payment and Finalization]
- Necessary costs for completing documents after meetings and reports;
- Field trip expenses, travel expenses when participating in the acceptance process of on-site stages and commissioning and handover;
- Cost of purchasing reference documents for consulting work, etc.

4.3. Advance

The latest time is ... days from the effective date of the contract (or receipt of advance guarantee according to Article 5 [Contract performance guarantee] The investor advances to PMC the contract price corresponding to the amount is... (ĐVN).

- In words:

4.4. Payment progress

Contract payment follows the payment schedule as shown in Appendix No..[Contract price, advance, payment and settlement] with the following specific provisions:

4.4.1. Within ...days from the date of signing the acceptance record of the construction item .. (name of the construction item), the Investor will pay PMC the... signed contract price.

4.4.2. Within ...days from the date of signing the acceptance record for the project item... (name of the next project item), the Investor will make another payment to PMC as...the signed contract price.

4.4.3. Within ...days from the date of signing the acceptance record to hand over the project and put it into use, the Investor will continue to pay the Contractor the ...signed contract price;

4.4.4. Within ... days from the date the contract settlement is approved, the Investor will carry out procedures to pay the remaining ... amount of the signed Contract Price to PMC.

4.5. Payment documents: according to regulations in Appendix No. ... [Contract price, advance payment, payment and settlement].

ARTICLE 5. CONTRACT PERFORMANCE GUARANTEE (IF ANY)

5.1. PMC must submit an advance guarantee (if any) from the Bank equivalent to...the value of the advance amount according to the form as Appendix No....[Contract performance guarantee] and this guarantee must be valid. until the Investor recovers all advances (applicable to cases where an advance guarantee is required).

5.2. PMC must submit a contract performance guarantee (if any) from a bank equivalent to...the contract price according to the form in the Appendix attached to this Contract. The guarantee bank is the bank where the PMC fee has an active account. The Investor will not implement any payment terms without receiving a valid Guarantee from the Contractor.

5.3. PMC will not be refunded the Guarantee amount in case PMC refuses to perform the signed contract.

5.4. After PMC fully performs its obligations under the contract, the Investor will send a document to the bank issuing the Guarantee to return the guarantee to PMC.

ARTICLE 6. CHANGES AND ADJUSTMENTS TO CONTRACT PRICE.

6.1. Incurred costs are only calculated if PMC's work increases the scope of work as requested by the Investor;

6.2. Prolongation of work due to reasons from the Investor or Construction Contractors or Suppliers during the construction process. The extended time is only calculated starting after ...months from the date of handover of the project or project item according to the approved project schedule.

6.3. If the above cases arise or tend to arise, PMC will notify the Investor before carrying out the work. No additional costs will be paid unless approved in writing by the Investor before proceeding with the work.

6.4. Incurred costs will be agreed and paid between the Investor and PMC. The calculation of incurred costs will be based on the calculation of the Contract Price in Appendix No. ... and

agreements on adjusting the Contract Price when there are changes that allow the calculation of incurred costs according to clause 1. provisions on payment of expenses incurred.

ARTICLE 7. PROGRESS OF CONTRACT IMPLEMENTATION.

Specifically specified in Appendix No.... [Progress of work implementation] with total implementation time of ... days including holidays and days off.

ARTICLE 8. GENERAL RESPONSIBILITIES AND OBLIGATIONS OF PMC

8.1. PMC ensures that all work PMC performs under this Contract must be in accordance with the Bidding Documents or investor's requirements specified in Appendix No.. and comply with regulations and standards. Current regulations and standards of the Socialist Republic of Vietnam;

8.2. PMC must ensure the operation and management of the project ... (project name) to complete on schedule, according to design, ensuring quality and safety;

8.3. PMC must prepare an outline to carry out project management consulting work;

8.4. PMC must perform and be responsible for its work products. Work performed by PMC must be performed by qualified professionals according to the provisions of law, qualifications, and satisfaction. meet project requirements.

8.5. PMC will professionally perform the work mentioned in this contract with all appropriate skills, caution, diligence and adapt to the requirements of the Investor to complete the Project. PMC will always fully and promptly notify all information related to the Project to the Investor.

8.6. PMC is responsible for regularly managing, supervising and urging contractors and other consultants to ensure timely implementation of the set schedule, ensuring the quality and safety of the entire project.

8.7. PMC will arrange and allocate its human resources and necessary capabilities as per the list approved by the Investor, listed in Appendix No. ... [PMC's human resources] of this Contract to serve its work.

8.8. PMC must commit that, upon request from the Investor, PMC will appoint a representative with sufficient authority and capacity to resolve outstanding tasks at any time determined by the Investor (including holidays).) until the date of completion and handover of the Project.

8.9. PMC will have to comply with the direction and instructions of the Investor, except for instructions or requests that are contrary to law or impossible to implement.

8.10. PMC is responsible for providing records and documents for meetings, reports, appraisals... in quantities required by the Investor.

8.11. PMC must be responsible before the Investor and the law for all activities performed by its personnel.

8.12. PMC must purchase professional liability insurance according to the provisions of law;

8.13. PMC must protect the interests and legal rights of the Investor in the process of carrying out its work;

- 8.14. PMC must arrange their own transportation and accommodation when working away from their headquarters;
- 8.15. PMC must take full responsibility before the Investor for transaction relations, work performance, payment and settlement according to the Contract with the Investor.
- 8.16. Compensate for damages caused by your fault during the performance of work;
- 8.17. PMC must be responsible for appointing a qualified person to work with the Investor to prove and protect the complete accuracy of documents related to the volume and quality of the project before relevant agencies during the process. project implementation under this contract;
- 8.18. PMC must be responsible for managing, preserving and using effectively and for the right purpose all documents, equipment or any assets provided by the Investor and is responsible for returning them to the Investor. when fulfilling contractual obligations in good operating condition;
- 8.19. PMC must be responsible for fulfilling all obligations prescribed by law for its business activities such as: business registration, practice registration, completing all tax obligations, etc.
- 8.20. PMC must be responsible for keeping documents and information related to the project confidential;
- 8.21. PMC will respond in writing to the Investor's requests or suggestions within ...days of receiving such request or request.

ARTICLE 9. GENERAL RIGHTS AND OBLIGATIONS OF THE INVESTOR

- 9.1. The Investor will provide PMC with information and documents related to the project that the Investor has as soon as possible at PMC's request;
- 9.2. The investor will provide PMC with one (01) copy of all documents related to the design and contracts signed with other contractors;
- 9.3. The investor will cooperate with PMC and create maximum conditions for PMC during the contract implementation process.
- 9.4. Pay

The Investor will pay PMC the entire contract price in accordance with the provisions agreed in this contract.

9.5. Information

The Investor will respond in writing to PMC's suggestions or requests within...working days

9.6. Investor's human resources

The Investor is responsible for appointing individuals with sufficient capacity and expertise appropriate to each job to work with PMC. Specifically, Appendix No. ...[Investor's Human Resources].

- 9.7. The investor will discuss and come to an agreement before deciding on important issues related to PMC's scope of work;

9.8. The Investor will issue a record confirming the completion of obligations under this contract to PMC. However, all approval or issuance of any documents by the Investor does not reduce PMC's responsibilities during the implementation of this contract.

ARTICLE 10. PMC'S HUMAN RESOURCES

10.1. PMC must appoint a qualified person to represent and manage work on behalf of PMC

10.2. PMC's human resources must have practice certificates, professional qualifications, skills, and experience that are appropriate and commensurate with their profession and work as specified in Appendix No. ... [PMC's human resources];

10.3. PMC's main human resources must perform assigned tasks within the time necessary to achieve project progress. PMC is not allowed to change any of its main Human Resources personnel without the prior approval of the Investor;

10.4. The Investor has the right to request PMC to replace any human resource if that person is deemed to be poorly managed or incompetent, lacks diligence in work, or is absent for more than ..days without reason and has not been approved by the Investor. At that time, PMC must appoint another qualified person to replace them within... days of receiving the Investor's request. The cost of replacing this personnel will be borne by PMC and in this case PMC must not delay the job. your work;

10.5. Before changing personnel, PMC must make a written request to the Investor before...day for the Investor to consider and approve;

10.6. PMC's human resources are entitled to benefits in accordance with the provisions of Vietnam's Labor Code and the costs for these benefits are paid by PMC;

10.7. PMC's personnel must be proficient in the language according to the provisions of the contract.

ARTICLE 11. SUSPENSION AND TERMINATION OF CONTRACT.

11.1. Suspension and termination of the contract by the Investor;

11.1.1. Temporary suspension of the contract by the Investor

If PMC fails to perform their obligations under the Contract, the Investor may issue a notice to temporarily suspend PMC's work and request PMC to perform and correct the errors within a specific reasonable period of time.

11.1.2. Termination of the Contract by the Investor

The Investor will have the right to terminate the Contract if PMC:

(a) Failure to comply with Clause 5 [Performance Security] or with a notice under clause 11.1.1. [Pause] mentioned above,

(b) Abandon work or clearly show intention not to continue performing obligations under the Contract.

(c) Without a legitimate reason, do not continue to perform the work according to Article 7 [Contract implementation progress],

(d) Transfer the Contract without the required agreement,

(e) Be bankrupt or insolvent, be closed, be placed under receivership, must negotiate with creditors or continue to do business under the supervision of a trustee, trustee 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, or

If there is one of these cases, the Investor may, by notifying PMC before...the Contract termination date. However, in case (e), the Investor may notify immediate termination of the Contract.

The Investor's choice to terminate the Contract will not affect the Investor's other rights under the Contract.

After termination of the Contract, the Investor may continue to complete the work and/or arrange for other units to perform. The investor and these units can then use any documents provided by PMC or performed by PMC representatives according to the contract.

11.1.3. Right to terminate the Contract of the Investor.

The Investor has the right to terminate the Contract at any time convenient to the Investor, by notifying PMC of the Contract termination. This termination will take effect after...days from the date PMC receives this notice from the Investor. The Investor will not be allowed to terminate the Contract under this Clause to perform the work themselves or arrange for another management consulting unit to perform the work.

11.2. Suspension and termination of contract by PMC:

11.2.1. Right to temporarily suspend PMC's work

If the Investor fails to comply with Article 4 [Contract price, advance and payment] PMC may, after notifying the Investor no later than ...days, suspend the work (or reduce the rate of work) unless and until PMC is advanced and paid in accordance with the terms of the contract, as the case may be and as described in the notice.

PMC's action does not affect PMC's rights to financial costs for delayed payments and to terminate the contract in accordance with Point 11.2.2 [Termination of Contract by PMC].

If PMC subsequently receives evidence or payment (as stated in the relevant Clause and in the above notice) before giving notice of contract termination, PMC must resume business as usual as soon as possible. possible.

If PMC incurs delays and/or additional costs as a result of suspension of work (or reduction in the rate of work) under this Clause, PMC must notify the Investor and has the right to:

- (a) An extension of time to cover such delay, if completion is or will be delayed and
- (b) Payment of those costs plus a reasonable profit, included in the contract price.

After receiving this notice, the Investor will agree or decide on these issues.

11.2.2. Termination of Contract by PMC

PMC may terminate the contract but must notify the Investor in writing at least ... days in advance in the cases specified below:

- (a) The Investor does not pay any amount due to PMC under this contract and is not subject to dispute under Article 4 [Contract price, advance and payment] within ... days after receiving the notification. PMC's written notice of overdue payments;

- (b) The Investor basically fails to perform its obligations under the Contract.
- (c) As a result of a force majeure event, PMC cannot perform a significant part of the work for a period of not less than ...days.
- (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 person representing the interests of the investor. creditor or if any action or event has occurred (under applicable Laws) that has a similar effect to such action or event.

In any of the events or circumstances mentioned above, PMC may, by giving ... days prior notice to the Investor, to terminate the Contract. However, in the case of section (d), PMC may notify immediate termination of the Contract.

PMC's choice to terminate the Contract will not affect its other rights under the Contract.

11.3. Payment upon contract termination.

11.3.1. If one of the cases requiring termination of the contract occurs, one party may notify the other party of the contract termination beforeday.

11.3.2 PMC must transfer the documents it has prepared at the time of contract termination to the Investor.

11.3.3. After terminating the contract, the Investor can continue to perform the work or arrange for another unit to do it. The Investor and this unit can then use any PMC documents that have been prepared or performed by PMC representatives.

11.3.4. As soon as possible after notification of contract termination and no later than...the following day, the Investor and PMC will discuss and determine the value of PMC's work and documents performed under the contract (Value contract at the time of termination). Within ...days after determining the Contract Value at the point of termination, the Investor will pay PMC the entire amount.

ARTICLE 12. INDEMNIFICATION AND LIMITATION OF LIABILITY

12.1. PMC must compensate all actual remedial costs and bear damages to the Investor and its employees for complaints, damage, loss and expenses (including fees and expenses). legal) is related to:

12.1.1. Bodily harm, illness, disease or death of any person caused by PMC's fault;

12.1.2. Damage to any property that:

a) Arising due to PMC's error;

b) Is attributed to irresponsibility, intentionality or breach of the Contract by PMC, PMC's employees or any person directly or indirectly hired by PMC.

12.2. PMC's compensation liability as stipulated in article 12.1 above is specified in section ... article....chapter.... Decree No....of the Government on Construction Quality Management.

ARTICLE 13. COPYRIGHT AND RIGHT TO USE DOCUMENTS

13.1. PMC will retain copyright of all reporting and other documents produced by PMC employees. The Investor has full rights to use and copy these documents to serve their work without having to ask PMC's permission.

13.2. PMC must commit that the reports and other documents prepared and provided by PMC to the Investor do not violate the copyright or intellectual property rights of any individual or third party.

13.3. The Investor will not be responsible or liable for any consequences from claims that any reports or other documents under this Contract violate the copyright or intellectual property rights of any individual or third party. other.

ARTICLE 14. CONFIDENTIALITY

Except for the tasks requested by the Investor, PMC is not allowed to disclose to any third party its work or any information related to the Project without the written consent of the Investor. .

ARTICLE 15. INSURANCE

To avoid professional liability risks, PMC must purchase professional liability insurance in accordance with the law.

ARTICLE 16. FORCE MAJEURE

16.1. Definition of force majeure

“Force majeure” is an event that occurs objectively and is beyond the control of the parties such as earthquakes, storms, floods, tornadoes, tsunamis, landslides; fire; war or the risk of war... and other unforeseeable disasters or requirements of competent Vietnamese State agencies in accordance with the provisions of law.

16.2 Notice of force majeure.

If either party is unable to perform part or all of its responsibilities or work due to force majeure or being affected by another party under the contract, then within ... days after When an incident occurs, the affected party will notify the other party in writing of all details of the force majeure event.

That party, having given notice, must be excused from performing the work covered by the obligation during the period during which force majeure prevents its performance.

When a force majeure event occurs, it does not apply to any party's payment obligation to the other party under the Contract.

One Party must send notice to the other Party when it is no longer affected by the force majeure situation.

16.3. Responsibilities of the Parties in case of force majeure.

The failure of one party to fulfill its obligations due to a force majeure event will not be a basis for the other party to terminate the contract.

In case of force majeure, the contract performance time will be extended by the time of the force majeure event in which the affected party cannot perform its contractual obligations and this incident occurs. will have to be resolved as soon as possible with all the necessary efforts and urgency with the efforts of both parties.

16.4. Termination of contract with option and payment.

If force majeure occurs and all efforts of one Party or Parties do not yield results and the work is forced to terminate at any time. The party receiving notice will send notice of contract termination in writing to the other party and the termination will take effect within...days after the other Party receives the notice.

The amounts that PMC will be paid include:

16.4.1. Payments for completed products have been confirmed by the Investor.

16.4.2. Expenses for moving PMC's machinery and equipment back to the country if PMC requests and is certified by Vietnam Customs authorities (for contracts with foreign participation).

16.4.3. Repatriation ticket costs for PMC's staff working in Vietnam according to actual registration and approval by the Investor (for contracts with foreign participation).

16.5. Obligation to comply with the provisions of law

Notwithstanding any other provision of this Article, if an event or circumstance beyond the control of the Parties (including, but not limited to force majeure) occurs that makes it impossible or impossible for one or both Parties to required by law to fulfill their contractual obligations or under the Law Governing Contracts, without the parties being entitled to continue performing the contract, upon notification by one party to the other party of the fact or In this case:

The Parties will no longer be obliged to continue performing this work, without prejudice to the rights of any party.

ARTICLE 17. REWARDS AND PENALTIES FOR BREACH OF CONTRACT

17.1. Contract bonus: In case PMC manages and manages the project and completes it earlier than the approved schedule, every...day the Investor will reward PMC...% of the contract price and the maximum bonus level. no more than(12%) of the contract price.

17.2. Penalty for breach of contract.

17.3. For PMC: If due to PMC's fault, progress is delayed... penalty date...% of contract price but total fine amount must not exceed...(12%) of contract price.

17.4. For Investors: If they do not promptly provide documents and make payments as required by the determined progress, they will also be fined in the above form.

ARTICLE 18. COMPLAINTS, DISPUTES AND ARBITRATION

If there is a dispute between the parties related to this contract or any other issue that arises, the parties must immediately negotiate to resolve the issue amicably. If negotiations are unsuccessful, within...days from the date the dispute arises, the parties will submit the matter to Arbitration to handle the dispute according to Vietnamese rules or the People's Court according to regulations. of the law. The decision of the Arbitrator or People's Court is final and binding on the parties.

ARTICLE 19. SETTLEMENT OF CONTRACT.

19.1 Contract settlement

Withindays after receiving the Minutes of confirmation from the Investor that PMC has fulfilled all obligations according to the provisions of the contract, PMC will present to the Investor ... the draft contract settlement with Detailed documents according to the form approved by the Investor:

- a) Value of all work done in accordance with the Contract and
- b) Other amounts that PMC considers due under the Contract or other agreements.

If the Investor does not agree or believes that PMC has not provided enough basis to confirm a certain part of the draft contract settlement, PMC will provide additional information when the Investor has a reasonable request and will Change the draft according to the agreement of both parties. PMC will prepare and submit to the Investor the contract settlement as agreed by both parties.

However, if after discussions between the parties and any changes in the draft contract settlement that the two parties have agreed to, the Investor will pay the full value of this part to PMC.

19.2. Termination of the Investor's responsibility.

After finalizing the contract signed by the parties, the Investor will not be responsible to PMC for any issues related to the Contract, unless PMC has specifically stated:

- a) In Contract Finalization and
- b) Except for issues and tasks that arise after signing the Minutes confirming the completion of PMC's contractual obligations in the contract settlement stated in Clause 19.1 [Contract settlement]

ARTICLE 20. GENERAL PROVISIONS

20.1. Both parties commit to comply with the provisions of this contract.

20.2. This contract includespages, and.....Appendixes made in ... copies in Vietnamese. The investor will keep...the Vietnamese version. PMC will keep... the Vietnamese version (In case two or more languages are used, there are additional regulations on the number of contract copies in other languages).

20.3. This contract takes effect from

PMC REPRESENTATIVE

INVESTOR REPRESENTATIVE