

Contract No.: /.../
Dated:

CONTRACT

____, dated.....

Contract No. _____

Bidding package:: ...

Under the project: ...

- Pursuant to Civil Code No. 91/2015/QH13 dated 24/11/2015;
- Pursuant to Procurement Law No. 22/2023/QH15 dated 23/06/2023;
- Pursuant to Decree No. 24/2024/ND-CP dated 27/02/2024;
- Pursuant to the Decision No. ____ dated ____ month ____ year ____ of ____ on approval for bidder selection result for the bidding package ... and the Letter for bids approval and contract award dated ____ month ____ year ____ of the Procuring Entity;
- Pursuant to the contract negotiation signed by the Procuring Entity and the Contractor on ____;
- Pursuant to the finalization memorandum (if any) signed by the Procuring Entity and the Contractor on

We, on behalf of the contracting parties, include:

INVESTMENT OWNER, (hereinafter referred to as the "Party A")

Name of the Investment Owner: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

Account No.: _____

Tax code: _____

Represented by: _____

Title: _____

Under the Power of Attorney/Letter of Authorization No. ____ dated ____ (*in case of authorization*)

And

CONTRACTOR, (hereinafter referred to as the "Party B")

Name of the Contractor: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

Account No.: _____

Tax code: _____

Represented by: _____

Title: _____

Under the Power of Attorney/Letter of Authorization No. ____ dated ____ (*in case of authorization*)

The Investment Owner and the Contractor are hereinafter called the "Party", or, collectively the "Parties" or "both Parties".

The Parties, in consideration of the mutual covenants herein expressed, agree with each other to sign the contract with the terms and conditions as follows:

ARTICLE 1. SUBJECT OF THE CONTRACT

The subject of this Contract is the goods and related services as specified in the attached Annex.

ARTICLE 2. CONTRACT DOCUMENTS

The Contract shall consist of the following documents and their order of precedence shall be listed as follows:

1. Main body of this Contract (enclosed with the following Annexes):

- *Annex 1: Bill of Quantity and Price List*
- *Annex 2: Annex on the technical specifications*
- *Annex 3: Annex on the acceptance requirement*
 - + *Annex 3.1: Procedures on the handover, testing process*
 - + *Annex 3.2: Testing criteria and methods*
- *Annex 4: Time Schedule*
- *Annex 5: Warranty and technical supports (if required)*
- *Annex 6: Training (if any)*
- *Annex 7: Other forms (if any)*
- *Annex 8: Form of Certification]*

2. Special Conditions of Contract (SCC) of Contract have been fully filled in and include corrections, additions, and clarifications made during the contractor selection process and contract;
3. Contract finalization memorandum (if any);
4. Contract negotiation memorandum;
5. General Conditions of Contract (GCC);
6. Decision on approval for bidder selection result;
7. Letter of Bids approval and contract award; Successful Bidder's proposals and Clarification (if any)
8. Viettel bidding documents and Addendum (if any).
9. Other documents (if any) as stated in SCC.

[Notes: To facilitate the contract implementation, the set of contract documents signed between the Investment Owner and the Contractor to be printed shall include documents from Sections 1 to 5]

ARTICLE 3. PARTY A'S RESPONSIBILITIES

Party A undertakes to pay Party B the contract price specified in Article 5 of this contract by the method specified in the special conditions of the contract as well as to fulfill all other obligations and responsibilities as specified in the special conditions of the contract and general conditions of the Contract.

ARTICLE 4. PARTY B'S RESPONSIBILITIES

Party B commits to provide Party A with all types of goods and related service as specified in Article 1 of this contract, and at the same time commits to fulfill the obligations and responsibilities stated in the special conditions of the contract and general conditions of the Contract.

In additionally, the Party B shall take other responsibilities and obligations as follows:

- The Party A shall, together with the Party B, be responsible to sign and stamp a Contract Settlement Certificate within twenty (20) days from the date of Technical Acceptance Certificate (TAC) issued by the Party A provided that the Party B has fulfilled settling all penalties and damage compensation (if any) arising under this Contract. If after twenty (20) days following the date of TAC issued by the Party A, the Party B has still not fully settled the penalties and compensations (if any), then the Party B shall be deemed to agree to such penalties and compensations and accept the Investment Owner's decisions;
- Should a part or the whole Contract be terminated due to the default of the

Party B as stated in Section 29 of GCC, the Party B shall pay damage compensation (if any) to the Party A as stipulated in Section 22 of GCC and SCC; the Party B is obliged to return to the Party A all the paid payments related to the part that is terminated, take back that part at the Party A's place of delivery/designated location. As for the part that is not terminated (if any), the Parties shall continue to perform its obligations as stated in the Contract.

- Should the Party B breach the Contract and cause any damage or loss to the Party A, the Party B is responsible for paying such damage compensation and/or penalty amount within fifteen (15) days from the date of receipt of the Party A's request, or the Party A shall deduct such damage compensation and/or penalty amount from the payable amount to the Contractor.
- In the event the performance bond or the advance payment bond or the warranty bond expire prematurely to the required date in the contract, the Contractor at his own cost is responsible to extend the validity period of the affected bond accordingly in compliant with contract requirements.
- Party B commits to issue VAT invoice for local goods and services in accordance with applicable law (As for local goods and services (if any));
- Party B shall issue Commercial invoices for 100% of the value of the overseas goods (none-commercial invoice for free-of-charge shipment, if any) and service (if any);
- (Applicable only if the Party B is the Alliance bidder): Party B commit that the obligations of each party in the Alliance under the Contract are joint obligations, the Party A is entitled to request any party of the Alliance to fulfill a part or all penalties and/or compensations.
- Other responsibilities and obligations in accordance with applicable law.

ARTICLE 5. CONTRACT PRICE AND PAYMENT SCHEDULE

5.1. Contract price [specify value in numbers, words and contract currency]

The Contract price is []

(In words: only)

In which:

- The goods and service value:
- Foreign contractor withholding tax (FCWT):

The Contract price consists of all the costs for the Contractor's completion of goods delivery and related services performance to execute the Bidding Package,

in accordance with the scope of works and delivery term as stated in Chapter V of Bidding Documents of the Bidding Package.

Foreign Contractor Withholding Tax (FCWT) (if any according to circular 103/2014/TT-BTC dated on 6th August 2014) shall be withheld by the Investment Owner to pay to Tax Authorization in Vietnam and the Investment Owner shall provide to the Contractor the related tax payment documents as appropriate.

The unit price and total price is as specified in Annex 1 - Bill of Quantity and Price List of the Contract.

Currency of the price in the Contract is (as stated in the Bidding Document).

5.2. Terms of payment. [Payment according to the method specified in Section 13.1 and 14.2 of the GCC]

5.2.1. Total payable value of the Contract:

Both Parties mutually agree that the total payable value of the Contract is not including the Foreign contractor withholding tax which is withheld by the Investment Owner to pay to Tax Authorization in Vietnam as stated in Article 5.1.

Total payable value = The Contract Price – Foreign Contractor withholding tax.

5.2.2. The Investment Owner shall make payment to the Contractor by Telegraphic Transfer (T/T) at the below designated bank account based on the following standard scheme:

(Referred to the SCC in Bidding Documents)

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5.2.3. Payment made to:

- Name of Beneficiary:
- Address:
- Name of Beneficiary's Bank:
- Bank Address:
- Account No. (USD):
- SWIFT Code:

All bank costs and charges related to Investment Owner's bank shall be borne by the Investment Owner and all bank costs and charges related to the Contractor's

bank shall be borne by the Contractor.

5.2.4. Other conditions

The above-mentioned payment shall be made provided that the Contractor has submitted all required documentation as stipulated in the Contract and the request of payment (which is also a kind of payment documents) signed by the Contractor two (02) weeks prior to the due date. Should the Contractor delay in submission of request of payment or Bonds or any documentation required above, the Investment Owner has the right to postpone the relevant payment installment accordingly.

In case the payment made by the Investment Owner is held, delayed or rejected by an intermediate bank ("the incident"), the Parties shall make their best efforts to get information about the reasons for such incident and cooperate as necessary to request for the release of the payment amount.

If the payment amount is held, delayed or confiscated, in whole or in part, due to the Contractor's violation of Article 8 – Compliance With Laws, or the Contractor's violation of any laws, regulations or orders from a competent authority, the Investment Owner shall not bear any risks arising from the such delay, refusal to proceed or confiscation, which shall be solely borne by the Contractor, and such payment which has been held, delayed or confiscated shall be considered to have been effectively made by the Investment Owner to the Contractor.

For the avoidance of doubt, the Investment Owner shall not be responsible for any risks arising from the incident, including but not limited to overdue interests, unless it was caused exclusively by the Investment Owner's fault, e.g. the Investment Owner had provided incorrect information to the bank.

ARTICLE 6. CONTRACT TYPE

This contract is: as stated in the SCC.

ARTICLE 7. CONTRACT IMPLEMENTATION PERIOD

Contract implementation time is

[Write the contract implementation period in accordance with the Section 9 GCC, Bidder's proposals and contract negotiation results between the parties]

[Note: When finalizing the contract, it is necessary to specify the delivery schedule, related services completion and other implementation milestones (if any). The Contract performance schedule is detailed in Annex 4 with the total progress not exceeding the contract implementation period. The contract implementation period

includes the warranty period/.

7.1. Notice of shipment

a) Preliminary shipment data

The Contractor shall notify the Investment Owner by email three (03) days prior to the shipment date of each shipment the following data:

- Contract number
- Contract item number
- Number of packages (item descriptions)
- Gross/Net weight in total (kg)
- Volume in total
- Estimated dimension of packages (L x W x H cm)
- Total value
- ETD, ETA
- Name of shipping agent at port of unloading
- Destination port/airport

b) Confirmation of shipment

Within one (01) day from the date of shipment, the Contractor shall notify the Investment Owner by email:

- Contract number
- Name and item - quantity and value
- Weight / Measurement (KG) / L x W x H (cm)
- Number of packages
- Name of vessel
- Port of loading, ETD, ETA, port of destination
- Bill of Lading/AWB
- Packing List, Commercial Invoice and serial list in excel file
- Contact of forwarding agent

7.2. Delivery Time

For overseas goods: The Contractor must deliver the Goods in accordance with CIF seaport, and/or CIP airport, Vietnam, INCOTERMS 2020 including latest alteration publication of the International Chamber of *(as for goods manufactured and processed overseas, herein called "overseas goods")* and at the Buyer's premises at, Vietnam *(as for goods manufactured, processed in domestic country or Goods manufactured, processed abroad and have been imported and offered in Vietnam, herein called "local goods")*.

All the Goods of the Contract shall arrive atseaport and/orairport, Vietnam (*as for overseas goods*) and at the Buyer's premises at...., Vietnam (*as for local goods*) within days from contract effective date (*referred to bidding document*). Detailed schedule as stipulated in Annex ...

For stand-alone__software/license: The Contractor must deliver the software/license via email to the Investment owner's designated person within from the contract effective date (if any).

Investment owner's designated receiver is:..... Title:.....
Email:.....

All sets delivered in each shipment must be complete sets with full accessories, spare parts, installation materials and its software; otherwise, the Contractor shall be responsible for the related arising costs, fees, charges and taxes.

[Delivery time, delivery place for each Lot: Referred to the Scope of Supply in Bidding Documents]

Transshipment: Allowed.

Partial shipment: Allowed but not exceed [Number of lots].

In the event that the Contractor delivers the Goods in more than [Number of lots], for oversea shipments all arising costs and charges for unloading and customs clearance including customs clearance fee, facility charges, storages (if any), local transportation, etc. for the exceeding shipment shall be borne by the Contractor.

In case there is any incorrect document and/or Contractor's late in dispatching the documents as stipulated in SCC and GCC 9, the Investment Owner shall have the right to claim for the storage and demurrage fees arising due to such late dispatch and/or incorrect documents in a written form, supported by legal evidences such as invoices and other vouchers issued by Customs and relevant third parties and the Contractor has responsibility to reimburse the Investment Owner that amount against receiving the Investment Owner's notice and relevant supporting invoices and documents. The Investment Owner shall, at its option, be entitled to deduct these amounts from the Contractor's receivable amount as mentioned in Article 5- Terms of Payment.

7.3. Goods inspection and testing time plan

The goods handover, inspection and testing time plan are stated in the Annex 4 of the Contract.

ARTICLE 8. COMPLIANCE WITH LAW

- 8.1. Each Party hereby commits that it shall comply with the relevant applicable Trade Control laws under the laws of Vietnam and United States of America.
- 8.2. The Contractor shall comply with all applicable Trade Controls relating to the performance of its obligations hereunder. The Contractor specifically represent and warrant that it shall not use, resell, export, re-export, distribute, transfer, dispose of, or otherwise deal with the Goods and the Goods or any spare parts, warranty items, or technical data related thereto, directly or indirectly, except in full compliance with all applicable Trade Controls, including, but not limited to, licensing requirements. Failure by the Contractor to comply with applicable Trade Controls which prevents Contractor from performing its obligations under the Contract legally or causes Investment Owner to violate the Trade Controls shall constitute a material breach of this Contract and entitles Investment Owner to unilaterally terminate the Contract without prejudice to any other remedies or rights that the Investment Owner is entitled to under this Contract.
- 8.3. The Contractor shall protect, indemnify, and hold harmless the Investment Owner from any claim, damages, liability, and reasonable costs and expenses incurred by the Investment Owner as a result of the failure or omission of the Contractor to comply with Trade Controls.
- 8.4. The Contractor shall, within a reasonable time for performing the Contract but no later than 30 days from the Investment Owner's request, provide the Investment Owner with any information and/or documents requested by the Investment Owner, its affiliates, representatives, or agents as designated by the Investment Owner, in connection with the supply of the Goods and the Goods under this Contract, which Investment Owner deems necessary for compliance with Trade Controls, including certifications regarding compliance of the Contractor with the Trade Controls in supplying the Goods and the Goods to the Investment Owner.
- 8.5. The Contractor undertakes, represent and warrant that all the Goods and the Goods under this Contract are NOT subject to the United States Export Administration Regulations ("EAR"), 15 C.F.R. Part 730 et seq., or, if they are, that the export of Contractor's goods containing US controlled content was duly authorized by US Department of Commerce.
- 8.6. The Contractor hereby further undertakes that if any of the above information and statements is not true and correct in all material aspects,: i) the Investment Owner shall have the right to immediately take all necessary actions for mitigating losses, costs, damage, claims, demands, actions,

proceedings, liabilities and expenses reasonable whatsoever (including but not limited to the suspension of any payment that Contractor may be entitled to, rejecting delivering any goods from Contractor and/or unilaterally terminating any contract between Contractor and the Investment Owner) and; ii) the Contractors shall indemnify the Investment Owner for all actual and direct losses, costs, damages, claims, demands, actions, proceedings, liabilities and expenses reasonable whatsoever (including but not limited to all reasonable legal costs or reasonable attorney's fees on a full indemnity basis) incurred by the Investment Owner as a result thereof.

- 8.7. In case the Contract or a part thereof is terminated under this Article, within thirty (30) days from the date of receiving written notice from the Investment Owner, the Contractor shall (i) return any payment already made (if any) in respect of such terminated part within 30 days from the date of receiving written notice from the Investment Owner at the Contractor's expenses, and (ii) take back the Goods at the Investment Owner's designated place of delivery/designated location accordingly if the Goods has been already arrived in Vietnam and (iii) indemnify the Investment Owner as set out under Article 8.6.
- 8.8. Prior to any shipment made by the Contractor or any payment by the Investment Owner or at any time at the Investment Owner's request as it deems necessary for the performance of this Contract or compliance with Trade Controls, the Contractor shall provide the Investment Owner with a Certification document in the form agreed by both Parties, signed by Contractor's duly authorized representative(s) to commit that the supplied Goods comply with the relevant applicable laws under and in connection with this Contract. The failure by Contractor to provide such Certification shall entitle the Investment Owner to suspend the performance of Investment Owner's obligations under this Contract and, if such failure is not remedied by Contractor within thirty (30) days after receipt of Investment Owner's notice, Investment Owner shall be entitled to terminate the Contract without incurring any liability whatsoever and without prejudice to any other remedies or rights that the Investment Owner is entitled to under this Contract.
- 8.9. Sub-clauses 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, and 8.8 of this Article shall survive and remain in full force and effect after the termination or expiration of this Contract for any reason whatsoever.

ARTICLE 9. CONTRACT EFFECTIVENESS

- 9.1. Contract shall come into force upon the signing date of this Contract by authorized representatives of both Parties and the Performance Bond has been submitted to the Investment Owner as stated in GCC 5 and SCC 5.2 and 5.4 of the Contract.
- 9.2. The Contract expires after the two parties liquidate the Contract in accordance with the law.
- 9.3. The contract is automatically liquidated after the expiration of the warranty period and the parties have completed their obligations under the Contract (excluding the obligations stipulated in Article 9.6).
- 9.4. If any provision of this Contract is held invalid or unenforceable, such invalidity shall not affect the validity of any other terms in the Contract.
- 9.5. Any variation and/or supplementation to this Contract shall be valid only after the authorized representatives of both Parties have signed on the written Amendment/ Addendum, forming an integral part of the Contract.
- 9.6. The Parties agree that, the commitments related to Information Security and Cybersecurity (if any), Patent Infringement Compensation, Copyrights, Law governing and arbitration, Use of material and information in connection with the Contract, Compliance with law shall survive and remain in full force and effect after the liquidation or any termination of the Contract.
- 9.7. The Contract is made upon the mutual agreement of both Parties.
- 9.8. This Contract has been duly signed by the Parties in originals with the equal legal validity, the Contractor has taken originals and the Investment Owner has taken ... originals.

**FOR AND ON BEHALF OF
THE INVESTMENT OWNER**

[]

**FOR AND ON BEHALF OF
THE CONTRACTOR**

[]

ANNEX 1 – BILL OF QUANTITY AND PRICE LIST

(In attachment to the Contract No..... dated....)

[This Annex is prepared on the basis of the Bidder's bid quotation according to the corresponding bid price list templates stated in the Bidding Document and the agreements reached during the process of contract negotiation and finalization, in which: including unit price, cost for each item, scope of works.]

ANNEX 2: ANNEX ON THE TECHNICAL SPECIFICATIONS
(In attachment to the Contract No..... dated....)

ANNEX 3: ANNEX ON THE ACCEPTANCE REQUIREMENT

(In attachment to the Contract No..... dated....)

Annex 3.1: Procedures on the handover, testing process

I. Goods inspection and hand over

1. Inspection and hand over

Right upon the Goods' arrival at the Investment Owner's warehouse under each shipment, the Contractor shall assign qualified and experienced representative(s) of the goods to the Investment Owner's warehouse or designated place to inspect and hand over the goods to the Investment Owner.

The representatives of both Parties shall check the case/package, item quantity, model, external conditions, label, serials (if any) and execute handover the goods for each shipment. The checking results shall be shown in the Handover Memorandum signed by representatives of both Parties after the check of each shipment. Such Handover Memorandum shall be the legal document for claim (in case of the Goods damage and/or loss).

In case there are damages and losses of the Goods during the transportation, loading and unloading until the Goods has been unloaded the Investment Owner's place of delivery one or both Parties may request for survey by VINACONTROL or reputable inspection company accepted by the Investment Owner, if necessary. And the Investment Owner shall supply the insurance company with the inspection company's Survey Report or Inspection Memorandum or Handover Memorandum for each shipment mentioned above as part of claim documents and enable him to make claim against the Carrier.

Claim documents shall consist of:

- Survey Report issued by the inspection company or signed Inspection Memorandum or Handover Memorandum for each shipment;
- Airway Bill/Bill of Lading;
- Invoice and Packing list;
- Insurance Policy/Certificate;

- Other necessary documents (if any).

If the inspection results show that the delivered Goods arrives in damage or shortage condition in comparison with the shipping documents and/or the Contract, the Contractor shall be responsible for the discrepancies. In this case, the Contractor shall supplement the missing Goods and/or replace the defective/damaged Goods to the Investment Owner free of charge as the Investment Owner's written notice.

2. KCS Inspection

2.1. *Inspection content*

Within days [write the number of day according to Chapter V –Bidding Documents] from the date on which the Goods are handed over at the Investment Owner's warehouse under each shipment, the representatives of both Parties shall execute the inspection and the inspection results shall be recorded in the Inspection Memorandum (hereinafter referred to as the Inspection Memorandum) under each shipment. Inspection content as below:

- Type, quantity, origin, manufacturer, year of manufacture, serial number (if any), other specifications;
- Technical specifications that need to be inspected during the KCS (HOC) stage stipulated in Annex 3.2 of the Contract;
- Shipping documents.

Software technical testing (if any) shall be carried out during the technical inspection period of the Goods.

2.2. *Sampling principle*

The Investment Owner has the right to randomly select the number of samples from each shipment under the Contract (hereinafter called "KCS Samples") to check the quality and technical specification of Goods.

2.2.1. KCS Inspection at Investment Owner 's warehouse or designated place

The KCS Samples and the accepted failure quantity refer to the Acceptance Quality Limit Table (hereinafter referred as to the AQL Table) as below:

No.	Goods quantity of each shipment	Minimum KCS Samples/shipment (according to GIL II)	Maximum Testing Sample/shipment (according to S-1)	Accepted failure quantity/shipment
(1)	(2)	(3)	(4)	(5)
1	$2 \div 8$	2	2	0
2	$9 \div 15$	3	2	0
3	$16 \div 25$	5	2	0
4	$26 \div 50$	8	2	0
5	$51 \div 90$	13	3	0
6	$91 \div 150$	20	3	0
7	$151 \div 280$	32	3	0
8	$281 \div 500$	50	3	≤ 1
9	$501 \div 1.200$	80	5	≤ 2
10	$1.201 \div 3.200$	125	5	≤ 3
11	$3.201 \div 10.000$	200	5	≤ 5
12	$10.001 \div 35.000$	315	5	≤ 7
13	$35.001 \div 150.000$	500	8	≤ 10
14	$150.001 \div 500.000$	800	8	≤ 14
15	≥ 500.001	1250	8	≤ 21
<p>- In case of testing sampling according to S-1 column (4), the accepted failure quantity for testing samples is 0.</p> <p>- For special Goods need a long time for testing such as batteries, antennas, etc...: the maximum testing samples for each contract is from 2 to 5 samples and the accepted failure quantity for the testing samples is 0.</p>				

3. Processing of test results and hand over

- 3.1. Should the accepted failure quantity of each shipment not comply with the AQL Table as stated above, the Contractor is responsible for repairing/replacing the entire defective shipment within the delivery time specified in the Contract
- 3.2. In case, should the date Investment Owner's receipt of

replacement/supplement/remedy goods be later than the delivery time as stated in Contract, the Contractor shall bear the penalty for delay in delivery as stated in Section 22 SCC and GCC.

- 3.3. After receiving the replacement/supplement/remedy shipment, the Investment Owner shall repeat the testing according to the provisions of Section I.2 – KCS Inspection.

If the inspection results show that the replacement/supplement/remedy shipment or any next shipment still does not meet the accepted failure quantity/shipment according to the AQL Table, or the Contractor's replacement/supplement/remedy exceeds eight (08) weeks compared to the delivery time as stated in Contract. The Investment Owner shall be entitled to refuse a part or whole Goods of the Contract and terminate a part or entire the Contract and the Contractor shall be responsible as specified in Sections GCC 22, 29, Section SCC 22 and Article 4 of the Contract Document.

- 3.4. Should the accepted failure quantity/shipment of the Goods be in accordance with the AQL Table as stated above, the Investment Owner shall accept the shipment. The Contractor is responsible for replacement/supplement/remedy the defective Goods (if any) with the ones in compliance with the Contract.

4. Signing Handover Certificate (HOC)

The Handover Certificate (HOC) shall be signed (electronic and digital signature is acceptable) and stamped by authorized representatives of both Parties within ten (10) days from the Investment Owner's receipt of full compliant Goods and full, correct set of documents as stated in Contract.

II. Testing, evaluating after installation (TAM)

1. Goods installation

- The Investment Owner is responsible for providing the site and installation goods for the Contractor. The Contractor shall complete:
 - + Deployment OMC within [write the number of day according to Chapter V- Bidding document] from final inspection memorandum signing date (gNodeB include hardware, software).
- Installation Completion Certificate shall be signed by representative of both Parties within ... [write the number of day according to Chapter V- Bidding document] days from the date of Contractor's successful installation and deployment and the Investment Owner has received the

design and installation documents according to the provisions of the Contract (if any).

2. Testing, technical evaluating after installation

- Both parties shall perform and complete the inspection, testing the technical specifications within ... days [write the number of day according to Chapter V- Bidding document] from the date of installation completion in order to issue the Technical Acceptance Memorandum (TAM).
- Should the testing results indicate that the goods comply with the requirements as stated in the Contract and the Contractor has completed services in accordance to the contract, Technical Acceptance Memorandum (TAM) shall be signed and stamped (electronic and digital signature acceptable) by authorized representatives of both parties within ... days [write the number of day according to Chapter V- Bidding document] from the completion date of goods testing.

III. Testing, evaluating with live traffic (TAT)

- Once the Technical Acceptance Memorandum is issued, the Goods shall be put into [] days [write the number day] of operation running with live traffic, herein after referred as to “the live traffic running period” [the live traffic running period in according to the Chapter V- Bidding Document]. The methods and criteria are specified in Annex 3.2.
- After expiry date of live traffic running period, the Investment Owner shall check and re-evaluate the overall technical specifications of the goods and other related scopes of work (if any). In case the results of inspection and evaluation indicate that the Goods meet the requirements of the Contract, Technical Acceptance Test for TAC process (TAT) shall be signed (electronic and digital signature acceptable) by representative of both parties no later than ten (10) days from the date of completing live traffic running period.

IV. Signing Technical Acceptance Certificate (TAC)

Technical Acceptance Certificate (TAC) of the Contract shall be issued (signed and stamped, electronic/digital signature is acceptable) by authorized representatives of the Investment Owner within [no later than the time according to Chapter V Bidding document] ...days from the date of Technical Acceptance Test for TAC process (TAT).

V. Other contents:

- In any time during the technical inspection and evaluation as mentioned in Sections II and III above, should the Goods not comply with provisions stated in the Contract, the Contractor shall, at Contractor's own costs, take responsibility to remedy/supplement/replace defective goods or replace all goods of Contract with the compliant Goods within the time period stated in the Contract. In all cases, should the Contractor's remedy period later than the time schedule already stated in the Contract, the Contractor shall bear a penalty for delay as stated in Section 22 GCC and Section 22 SCC of the Contract.
- In all cases, the remedied/repaired/replacement/supplemented Goods shall be repeated the testing activities. Should the remedied/ repaired/replacement Goods still fail to meet the technical requirements stated in the Contract; or the Contractor's remedy period exceeding eight (08) weeks, the Investment Owner shall be entitled to terminate a part or the whole of the Contract and the Contractor shall take responsibilities as stated in Section 22, 29 GCC and Section 22 SCC and Article 4 of Contract Document.
- In case the inspection results show that the Goods fail to comply with the requirements in the Contract and the Contractor receives a notice from the Investment Owner requesting to take back the defective shipment in case of repair/replacement or return the goods, the Contractor is responsible for taking back the defective goods at the Investment Owner's warehouse within fifteen (15) days from the date of receipt of the above notice. Otherwise, the Contractor shall bear all fees and expenses related to the storage of such defective shipment.
- In all cases, when any problem or trouble arises, at the request of the Investment Owner, the Contractor have to contact the Investment Owner or appoint experienced engineers or experts of the manufacturer within 48 hours from the request of the Investment Owner to find the root cause (if requested by the Investment Owner) and propose the solution to mitigate damages to the parties.

Annex 3.2: Testing criteria and methods [if necessary, subject to relevant Bid package. In case Annex 2 has specified all technical specification and acceptance method, this Annex may be omitted]

A. Technical specification

B. Acceptance and testing method

ANNEX 4: TIME SCHEDULE
(In attachment to the Contract No..... dated....)

ANNEX 5: WARRANTY AND TECHNICAL SUPPORTS (if required)
(In attachment to the Contract No..... dated....)

ANNEX 6: TRAINING (if any)
(In attachment to the Contract No..... dated....)

ANNEX 7: OTHER FORMS (if any)
(In attachment to the Contract No..... dated....)

ANNEX 8: FORM OF CERTIFICATION
(In attachment to the Contract No..... dated....)