

BIDDING DOCUMENT
PROCUREMENT OF GOODS
ONE STAGE ONE ENVELOPES

(apply to Bidding packages in the form of International Open/Limited bidding)

BIDDING DOCUMENT

Name of Bidding package: **44-2025-Mobile: Purchasing 5G radio equipment system and related technical services for provinces in zone 2 of the Southern region**

Project: **The investment project for 5G radio network in the Southern region in 2025**

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Part 1. BIDDING PROCEDURE

Chapter I. INSTRUCTIONS TO BIDDERS

1. Scope of supply

1.1. This Bidding Document is issued by the Investment owner as defined in the **BDS** to select Bidder for procurement of Goods follow the one stage one envelopes method.

1.2. Name of Bidding Package, Project; the quantity and the identification of Bid's Part(s) (should the Bidding package be divided into several Parts) shall be as stipulated in the **BDS**.

1.3. Bid package implementation time shall be as specified in the **BDS**.

2. Explanation of terms in bidding

2.1. Deadline for the submission of Bids is the deadline for receiving Bids and is specified in IFB posted on the Bidding system.

2.2. Day is calendar day, including weekends, public holidays and New Year holidays in accordance with labor laws.

2.3. Time and date on the System is the time and date displayed on the System (GMT+7).

2.4. Abbreviations

Abbreviations	Meaning, description
Procurement Law	Procurement Law No. 22/2023/QH15 by the National Assembly, including amendments and supplements according to Law No. 57/2024/QH15, Law No 90/2025/QH15 by the National Assembly
Bidding system (or System)	National Bidding Network System, web address https://muasamcong.mof.gov.vn
IFB	Invitation for bids on Bidding system
ITB	Instructions to Bidders
BDS	Bid Data Sheet
BD	Bidding Document
GCC	General Conditions of Contract
SCC	Special Conditions of Contract
VND	Vietnam Dong
USD	United States Dollar
EUR	European currency

3. Funding Source

Funding source (or capital arrangement method) for the Bid package as stipulated in **BDS**.

4. Banned acts

4.1. Handing, taking and brokerage of bribes.

4.2. Illegal intervention or illegal influence on Bidding activities by taking advantage of position and competence in any form.

4.3. Collusive Bidding, including the following:

a) Mutual agreement, arrangement or coercion for one or more parties to prepare Bids or withdrawal of Bids to secure winning of a designated party.

b) Mutual agreement, arrangement on refusal to supply goods, services, signing sub-contractor's contract or other agreements to limit competition to secure winning of a designated party.

c) A bidder with appropriate qualifications and experience has submitted a bid and meets the requirements in the bidding documents but deliberately refuses to provide additional documents proving their capacity and experience at the Investment owner's request for clarification of the bid or verification of their submitted documents with the aim of facilitating winning of a designated party.

4.4. Fraudulence, including the following:

a) Forging or falsifying information and/or documents used in bidding.

b) Deliberate provisioning of untruthful or unobjective information/documents in Bids for the purpose of falsifying Bidder selection result.

4.5. Interference, including the following:

a) Destroying, cheating, modifying, covering the evidence and/or reporting untruthfully; threatening or suggesting any parties for the purpose of obstructing the clarification of handing, taking, brokerage of bribes, fraudulence and/or collusion with competent authorities in conducting supervisions, checks, inspections and audit;

b) Obstructing the Competent person, Investment Owner, Bidders in the course of Bidder selection.

c) Obstructing the competent authorities from supervising, inspecting or auditing bidding activities.

d) Deliberately making false complaints, denunciations or petitions with the aim of impeding bidding process

e) Committing violations of the law on cyber safety and security to interfere with or obstruct online bidding

4.6. Neglect of fairness and transparency, including the following:

a) To attend a Bid Package as a Bidder while simultaneously act as the Investment owner and/or execute Investment owner's duty not in accordance with Procurement Law;

b) To engage in the preparation while simultaneously engaging in appraisal of bidding documents of the same bidding package.

c) To evaluate Bids while simultaneously appraise Bidder selection result of the same bid package;

d) To be an individual of the Investment owner but directly participates in the bidding process or be part of expert team/appraisal team to assess the bidding result or be the Competent person, head of Investment owner for Bid Packages in which his or her family relative, as defined in the Law on Enterprises signs the bids or act as the legal representative of the Bidder participating in the bid;

e) To participate as a Bidder in a Bid Package for procurement of goods to which such participant has provided consultancy service: preparation, verification and appraisal of cost estimate, technical design, building drawings and designs, front-end engineering design (FEED); preparation and appraisal of bidding documents; evaluation of bids; inspection of goods; appraisal of bidder selection result; supervision of contract execution;

f) To sign the bids for a Bid package under a project of the Investment owner which is an organization or body for which such person has worked and held an executive or managerial position within a period of 12 months from the date on which such person ceased to work for such body or organization;

g) To specifically identify brand names and country of origin of Goods in BD, except for the cases specified in Point e Clause 3 Article 10, Clause 2 Article 44 and Clause 1 Article 56 of Procurement Law.

4.7. Disclosure of the following documentations and materials of bidding process, exclusion of cases prescribed at Point b Clause 8 Article 77, Clause 11 Article 78, Clause 4 Article 80, Clause 4 Article 81, Clause 2 Article 82 of Procurement Law:

- a) Contents of BD prior to the stipulated date of issuance;
- b) Contents of Bids; the Investment owner's requests for clarification of bids and responses from bidders during the evaluation of bids; Reports of the Investment owner and Expert group; appraisal report, Consultancy Bidder's report; related Specialty organization's report during bidding process; records or minutes of bid evaluation meetings, opinions or comments on each bid before they are disclosed as stipulated.
- c) Bidding result prior to the stipulated date of announcement;
- d) Other documentations in the bidding process which is marked as confidential as stipulated by law.

4.8. Bid transfer, including the following:

- a) A Contractor transfers to another contractor a part of work under the Bid exceeding the maximum value for sub-contractor and volume of work by special sub-contractor(s) under the signed contract;
- b) A Contractor transfers to another contractor a part of work under the Bid not exceeding the maximum value for sub-contractor under the signed contract but beyond the scope of tasks to be subcontracted specified in the bid without obtaining a prior consent from the Investment owner or supervision advisory;
- c) The Investment owner or supervision advisory accepts for contractor to transfer work as prescribed in Point a of this Clause;
- d) The Investment owner, supervision advisory accepts for contractor to transfer work as prescribed in Point b of this Clause which is exceeding the maximum value for sub-contractor under the signed contract.

5. Eligibility of Bidder

5.1. An institutional bidder is considered eligible when fully meeting the following conditions:

- a) For domestic bidders: Being an enterprise, a cooperative, union of cooperatives, cooperative group, public non-business unit, foreign-invested economic organization or other organizations registered for establishment and operation under Vietnam's law. For foreign bidders: Having made registration for establishment and operation under a foreign law.
- b) Being a financial independent entity.
- c) Neither undergoing dissolution procedures nor having its Business registration certificate, cooperative registration certificate, union of cooperatives registration certificate or cooperative group registration certificate revoked; not falling into a case of insolvency specified by the bankruptcy law.
- d) Having registered on the National Bidding Network System before the Decision approving the Bidder selection result.
- e) Ensuring competitiveness in Bidding as stated in the **BDS**.
- f) Not being banned from participating in bidding as stipulated by the Procurement Law.
- g) Not being examined for penal liability.
- h) Being on a shortlist in case such shortlist has been approved (only apply for limited bidding).
- i) For foreign bidders: Having co-bidder or sub-contractor is Vietnamese Bidder as prescribed in the **BDS**.

5.2. A bidder being a business household is considered eligible when fully meeting the following conditions:

- a) Having a business household registration certificate in accordance with law.
- b) Neither being in the process of operation termination nor having its business household registration certificate revoked; ensuring that its head is not being examined for penal liability.
- c) Meeting the conditions specified at Points d, e, f and h Item 5.1 ITB.

6. Contents of Bidding Documents

6.1. BD consists of Parts 1, 2, 3, 4 along with Clarification and Amendment of BD issued in accordance with **ITB 7** (if any); details as below:

Part 1. Bidding Procedure:

- Chapter I. Instructions to Bidders;
- Chapter II. Bid Data Sheet;
- Chapter III. Bids Evaluation criteria;
- Chapter IV. Bidding Forms.

Part 2. Supply Requirements:

- Chapter V. Scope of supply.

Part 3. Contract Conditions:

- Chapter VI. General Conditions of Contract;
- Chapter VII. Special Conditions of Contract;

Part 4: Forms of Contract.

- Chapter VIII. Forms of Contract

6.2. Unless obtained directly from the Investment owner on Bidding system, the Investment owner is in no way responsible for the accuracy and completeness of BD, responses to requests for clarification or Amendment to the BD in accordance with **ITB 7**.

7. In case of any contradiction, documents obtained directly on Bidding system shall prevail.

6.3. Bidder is expected to examine all information in the IFB, BD, including Clarification and Amendment of BD, the Minutes of the pre-Bid meeting (if any) to prepare the Bids follow the BD's requirement accordingly.

7. Clarification and Amendment of Bidding Document

7.1. In case of Amendment of BD, Investment owner shall publish the revised document in one of two ways:

- Decision on amendments enclosed with revised content of the BD;
- Decision on amendments and revised BD, revised content must be clearly stated in revised BD.

Amendment of BD shall be made before the bid closing time as prescribed in the **BDS** and must ensure enough time for Bidders to complete their Bids. In case the above time is not guaranteed, the deadline for the submission of Bids shall be extended.

7.2. If a clarification for BD is required, Bidder must send clarification request to Investment owner through Bidding system at least 05 working days before the bid closing date for Investment owner to consider and process. Investment owner shall receive clarification request to consider and clarify in accordance to Bidder's request and upload

BD clarification document to Bidding system at least 02 working days before the bid closing date, in which describes the content requested for clarification but does not name the bidder requested. In case the clarification leads to an amendment of the BD, the Investment owner shall amend the Bid according to the provisions of ITB 7.1.

7.3. Investment owner is responsible for monitoring information on the Bidding system in order to promptly provide Clarification of the BD at the request of Bidders.

7.4. Bidders are responsible for monitoring information on the Bidding system in order to update information on Amendment of the BD, change of Deadline for the submission of Bids (if any) to prepare its Bids. In case of errors due to failure to monitor and update information on the System, leading to disadvantages for bidders during the bidding process, including: changes, amendments to BD, bid closing time and other contents, bidders must take responsibility and disadvantages during the bidding process.

7.5. If the circumstances so require, the Investment owner shall hold pre-bid meeting for discussion on the contents of the BD that are not clear to the Bidders. Investment owner shall upload Invitation to attend pre-bid meeting on the Bidding system as prescribed in **BDS**. All interested bidders are invited to attend the pre-bid meeting without prior notice to the Investment owner. Content from the meeting between Investment owner and Bidders shall be recorded in memorandum by Investment owner and documented as Clarification of Bidding Documents to be uploaded to Bidding system within 2 working days from the day of the pre-bid meeting ending.

7.6. Should the BD have to be amended after the pre-bid meeting result, the Investment owner shall amend the BD following the regulation at ITB 7.1. Memorandum of pre-bid meeting is not Amendment document of BD.

7.7. Not participating in the pre-bid meeting or not having certificate of attendance at pre-bid meeting shall not result in Bidder's elimination.

8. Cost of Bidding

BD are issued on the Bidding system immediately after the Investment owner has successfully posted the IFB. In case the selling price of the BD is not 0 (the Bidding Document has been issued on the System), when submitting the bids, Bidders must pay the Investment owner an amount equal to the selling price of the BD as prescribed in the IFB. The Investment owner shall not issue the BD in paper to the Bidder. In case the Investment owner issues a paper copy to Bidders, the paper copy has no legal value for making and evaluating bids. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Investment owner shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

9. Language of Bids

The Bids, as well as all correspondence and relating documents to the Bid shall be written in the language specified in the **BDS**.

10. Documents Comprising Bids

The Bids comprise the following:

- 10.1. Application Letter in accordance with ITB 11;
- 10.2. Alliance agreement in accordance with Form 03 Chapter IV (Apply for Co-bidding);
- 10.3. Bid Security in accordance with ITB 18 (Not applicable for advance bidding);

- 10.4. Documentary evidence establishing the Bidder's eligibility in accordance with ITB 5;
- 10.5. Documentary evidence establishing the eligibility of the Application Letter's signee in accordance with ITB 19.3;
- 10.6. Documentary evidence establishing Bidder's capabilities and experiences in accordance with ITB 16;
- 10.7. Technical proposal and document in accordance with ITB 15;
- 10.8. Financial proposals, completed and fully filled forms and tables in accordance with ITB 11 and ITB 13.
- 10.9. Alternative technical proposals in Bids as stipulated in ITB 12, attached with financial proposals for the alternative option (if any).
- 10.10. Other documents as required in **BDS**.

11. Application Letter and Forms

Application Letter and other forms shall be prepared using the relevant templates furnished in **Chapter IV – Bid forms**.

12. Alternative technical proposals in Bids

- 12.1. Bidder's alternative technical proposals shall be taken into consideration if and only if BD specifically allow such provision in the **BDS**.
- 12.2. Bidder's alternative technical proposal shall be taken into consideration if and only if the main proposals are deemed compliance and the Bidder is ranked first. In this case, Bidder shall thereby furnish the Expert Team with all necessary information for evaluation regarding the alternative, including but not limited to: description, drawings, technical data, implementation plan, price and other necessary information ... The evaluation of alternative technical proposals shall follow **Item 5 Chapter III – Bid evaluation criteria**.

13. Bids price and discount

13.1. Bid price quoted in Application Letter and Forms must comply with following requirements:

- a) Bid price is the price to be quoted in Application Letter (exclusion of discount), which includes all the cost to perform the contract as required in **Part 2 – Supply requirements**.
- b) All parts (if the Bidding package is divided into parts) and items must be bid separately in the Price Schedules;

13.2. Bidder has to submit Bids for the whole works as required in BD and quote the unit and total price for all the works stated in "List of Goods" and "Service Description" in accordance with relevant forms as prescribed in **Chapter IV – Bidding Forms**.

Should the value in the column "Unit price" and "Total price" is not filled or filled as "0", it is to be understood that the Bidder has distributed price of such goods and related services to other goods and related services under the corresponding Bid Package. In this case, the Bidder is responsible for provision of such goods and services as required by the BD nevertheless and may not raise any claim for payment from the Investment owner.

13.3. Discount offering by Bidder (if any) may be written directly in the Application Letter, or separately in Letter of discount. If discount is to be offered, Bidder is expected to specify the contents and methods of discounting for specific items in the column "List of Goods" and "Service description". Provided that the Bidder fails to specify the

discounting method, the discount is understood to be distributed equally for all items stipulated in the column “List of Goods” and “Service description”.

If Letter of discount is to be presented, it may be attached to the Bids or to a separate envelope and must be received by the Investment owner prior to the deadline for submission of Bids. Letter of discount offered separately shall be subject to **ITB 20.2** and **20.3**. Letter of discount shall be kept as an integral part of Bids and will be opened along with Bidder’s Bids.

13.4. Should the Bid Package be divided into separate Parts and allow bidding for each Part as stipulated in **BDS**, Bidder may bid one or several Parts. Bidder must quote for all items in the Parts which it bids. In case discount is to be offered, Bidder is expected to specify methods and value of discounting for each Part in accordance with **ITB 13.3**.

13.5. Bidder must be responsible for the bid price to perform and complete the work in accordance with the requirements stated in the BD. In case a bids has an unusually low unit price (after deducting any discount, if applicable), affecting the quality of the Bid Package, the Investment owner shall request the contractor to clarify the feasibility of the unusually low unit price.

13.6. Bid price must include all the taxes, fees, charges (if any) based on tax, fee, and charge rate at 28 days prior to stipulated Bid closing date. If the Bidder declares that the Bid Price does not include taxes, fees and charges, its Bid shall be rejected

13.7. Bidder must quote price in each Price Schedule in accordance with the requirements stated in the **BDL**.

14. Currencies of bid and payment

The currency(ies) of Bid and the currency(ies) of payments shall be as specified in the **BDS**.

15. Documents Establishing the Conformity of the Goods and Related Services

15.1. To establish the conformity of the Goods and Related Services to the BD, Bidder shall furnish as part of its Bids the documentary evidence that the Goods conform to the technical specifications and standards specified in **Chapter V – Scope of supply**.

15.2. The term “Goods” is understood to include machinery, equipment, raw material, fuels, material, accessories, spare parts; products; vehicles; consumer goods; medicines, chemicals, and medical lab supplies for medical tests, medical equipment; commercial software.

15.3. The term “Origin” is understood to be the country or territory where the good is exploited, raised, cultivated, manufactured, constructed or processed in, through manufacturing, processing, or assembly to form a commercially recognized product that is substantially different from the original constituents.

15.4. The term “Related Services” is understood to include such services as insurance¹, installation, maintenance, repair, or other after sale services as training, technical transfer, ...

15.5. Bidder must declare the origin of goods in Form No. 11(a1) and Form No. 11(a2) Chapter IV. In case bidder offers multiple origins for a unit of goods (one piece, etc.) which

¹ Insurance for related services, e.g. installation insurance, repair insurance...

have the same manufacturer and the same unit price, the Investment owner shall request Bidder to clarify in order to determine the specific origin of this good.

15.6. Requirements on origin of goods are stipulated according to Form No. 11(a1), 11(a2) Chapter IV. In case the Investment owner requires origin by group of countries or territories according to the provisions of Clause 2 Article 44 of the Procurement Law, Bidder must offer goods in accordance with the requirements or Vietnamese origin, even when required origins not including Vietnam; Bidders offering goods that do not have the origin required by the BD or are not of Vietnamese origin will be disqualified.

15.7. The documentary evidence may be in the form of literature, drawings or data, and shall be described in detail by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions (if any) to the provisions of the Chapter V- Scope of supply.

15.8. Bidder shall furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., that are necessary for the proper and continuing functioning of the Goods during the period specified in the **BDS**.

15.9. Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Investment owner in **Chapter V - Scope of supply**, are intended to be solely descriptive only and not restrictive a bidder. Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Investment owner's/Expert team's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in **Chapter V - Scope of supply**.

16. Documents Establishing the Capability and Experiences of Bidder

16.1. Bidders shall declare necessary information on the Forms in Chapter IV to provide information on capability and experience as required in Chapter III. Bidders must make prepare original documents for verification upon request of the Investment owner.

16.2. The documentary evidence of the Bidder's qualifications to perform the contract if its Bids is to be accepted as regulated in the **BDS**.

16.3. If the Bidding package has pre-qualification, if there is a change in Bidder's capability and experience when submitting their bids and when participating in pre-qualification, their capability and experience must be updated; In case Bidder's capability and experience do not change, Bidder must make a written commitment to still meet the requirements to perform the bidding package.

17. Period of Bids' validity

17.1. Bids shall have its validity period no shorter than the period as regulated in **BDS**. Any Bids fails to meet this requirement shall thereby be rejected.

17.2. In necessary circumstances, prior to the expiration of the Bids validity period, the Investment owner may request Bidders to extend the period of validity of their Bids, and at the same time request Bidders to extend the Bid Security (if Bid Security is required according to ITB 18.1 Chapter II) for a corresponding period (equivalent to Bids validity after extension plus 30 days). If a Bidder refuses the request for extension, such Bidder shall have its Bids rejected and its Bid Security returned. A Bidder granting the request

shall not be permitted to modify its Bids except to extend the validity of the Bid security. The request and the responses shall be made in writing.

18. Bid Security

18.1. When attending Bid, Bidders are expected to take Bid security measures as regulated in the **BDS** prior to the Deadline for submission of Bids by furnishing: Letter of guarantee issued by a legal representative of credit institution, foreign bank branch established in accordance to law of Vietnam; **or** Guarantee insurance certificate issued by a domestic non-life insurance company or a branch of a foreign non-life insurance company established under Vietnamese law. Should Bids validity be extended as regulated in ITB 17.2, Bid Security's validity shall be extended accordingly.

In case of co-bidding, either of the followings shall be taken for measurements of Bid guarantee:

a) Each member of the Alliance shall independently submit Bid guarantee. However, the total value of guarantees is in no way lower than required in ITB 18.2. Should any of the member's Bid guarantees is deemed noncompliance with BD' requirements, Alliance's Bids shall hereby be rejected. Should any of the member's infringement of laws would cause seizing of its Bid security as in point b ITB 18.5, the whole Alliance's Bid securities shall thereby be confiscated;

b) All members of the Alliance mutually agree to appoint a particular member to be responsible for taking Bid guarantee measurements for such member and all other Alliance members. In this case, Bid guarantee may incorporate Alliance's identity or the identity of the member being in charge of Alliance's Bid guarantee measurements. However, the total value of guarantee is in no way lower than requires in ITB 18.2. Should any of the member's infringement of laws would cause seizing of its Bid security as in point b ITB 18.5, the whole Alliance's Bid securities shall thereby be confiscated.

18.2. Value, currencies and validity of the Bid Security are as provided in the **BDS**. Bid guarantee's validity shall be from the date of deadline for bid submission till the last day of bid guarantee effectuation (the instance of bid guarantee expiration shall be within the last day of bid guarantee effectuation and not necessarily till the end of 24 hours of that day).

18.3. Bid Security is deemed invalid in the following cases: having lower value and/or validity time shorter than required in ITB 18.2, incorrect Investment owner's name (Beneficiary), not having valid signature, signed before the Investment owner issue the BD, accompanying with unfavorable conditions to Investment owner (which includes failure to meet all commitment according to Form 04A, Form 04B Chapter IV).

18.4. The Bid Security of unsuccessful Bidders shall be returned or released within 14 days from the date of Bidder selection Decision. The Bid Security of the successful Bidder shall be returned or released after the contract takes effect.

18.5. The Bid Security shall be forfeited in the following circumstances:

a) if a Bidder withdraws its Bids after bid closing time and during the period of bid validity or refuse to perform task(s) proposed in the Bids as required by the Bidding Documents;

b) if a Bidder's infringement on Procurement law would lead forfeiture of Bid security in following cases:

- Bidder violate the regulation as prescribed in Article 16 Procurement laws or violate the law on procurement which leads to cancellation of bid;
- Bidders fail to take Contract performance security measures as prescribed in ITB 39;

- Bidder fails or refuses to proceed with contract negotiation within 10 days since its receipt of Investment owner's Invitation to negotiation, or negotiated the contract but refuses to finalize and sign the contract negotiation memorandum, except for the case stipulated in Clause 4, Article 34 of Decree No. 214/2025/ND-CP or in force majeure circumstances;
- Bidder fails or refuses to proceed to finalize the contract within the 20 days since its receipt of Investment owner's Bidder selection result notification, unless it is counted as force majeure;
- Bidder fails or refuses to proceed with signing contract within the 20 days since the date of contract finalization, unless it is counted as force majeure.

18.6. Should the Bid be divided into independent Parts, Bidders may choose to submit bid security in one of two ways:

- a) Submit one bid security for all participating lots (value of bid security shall be at least equal to the total value of bid security for all participating lots). If the value of the bid security is less than the total cumulative value, the Investment owner is entitled to decide which part of the bid security is used for which lots the bidder participates in;
- b) Submit separate bid security for each participating lot.

On the circumstance of Bidder's violation results in forfeiture of the bid security as prescribed at Point b, ITB 18.5, the forfeited value of the bid security shall be calculated on the lot(s) Bidder violation affected.

19. Format and signatures of Bids

19.1. Bids to be prepared shall consist of: 1 original Bids as required in **ITB 10** and the quantity of copies as stipulated in **BDS**. The envelope's cover page must clearly show "ORIGINAL OF BID PROPOSALS", "COPY OF BID PROPOSALS".

On the circumstance of Bids modification or substitution, Bidder shall thereby prepare 1 original and the quantity of copies documentation as defined in **BDS**. The envelope's cover page must clearly show "ORIGINAL MODIFICATION OF BID PROPOSALS", "COPY MODIFICATION OF BID PROPOSALS", "ORIGINAL SUBSTITUTION OF BID PROPOSALS", "COPY SUBSTITUTION OF BID PROPOSALS".

Should alternative technical proposals are to be provided in Bids as regulated in **ITB 12**, Bidders are required to prepare 1 original and the quantity of copies stipulated in **BDS**. The envelope's cover page must clearly show "ORIGINAL ALTERNATIVE TECHNICAL PROPOSALS", "COPY ALTERNATIVE TECHNICAL PROPOSALS".

19.2. Bidders are wholly responsible for the consistency of the original and the copy. Should there be any discrepancy between the original and the copy, if such discrepancy does not affect the ranking order of Bidders, the original shall be the basis for evaluation. Should there be any discrepancy between the original and the copy, if such discrepancy leading to the evaluation result on the original being different from the copies, and/or affects the ranking order of Bidders, Bidder's Bid with discrepancy shall be eliminated.

19.3. The original Bids should be typed or written by fade resistant ink, paginated in consecutive order. Application Letter, Letter of discount (if any), addendum, clarification of Bids, Price quotation and other forms in **Chapter IV – Bidding Forms** must be signed and stamped (if available) by the Bidder's legal representative. In the event of authorization, a power of attorney in accordance to **Form 02 Chapter IV – Bidding Forms** or Company Charter, certified Decision branch establishment or documentation demonstrating the competence of authorized person must also be submitted along with Bid.

19.4. In case of Co-bidding, Bids should have the signatures of all Alliance members' legal representative or the representative of Alliance in accordance with Alliance agreement. To ensure the legal bind among all members, Alliance agreement must hereby have the signatures of all members' legal representative.

19.5. Words that are added, inserted between lines, erased or overwritten shall be valid if and only if there is signature of Application Letter's signee on such page or on side of such words.

20. Bids' Seal and cover record

20.1. Envelope of Bid Proposals shall consist of original and copies and is written clearly on the outside "BID PROPOSALS".

In the event of Bids modification or substitution, the modification and substitution documentations (comprising of original and copies) shall be contained in separate envelopes, detached from Bids envelopes. Such envelopes shall be clearly written on the outside "MODIFICATION OF BIDS PROPOSALS", "SUBSTITUTION OF BIDS PROPOSALS".

In the event that Bidder would offer alternative technical proposals, all such proposals shall be contained in separate envelopes, detached from Bids, and is written clearly on the outside "ALTERNATIVE TECHNICAL PROPOSALS".

The envelopes containing: Bid Proposals; modification of Bid Proposals, substitution of Bid Proposals (if any); alternative technical proposals (if any) shall be sealed. The method of sealing is at Bidder's discretion.

20.2. Information to be recorded on envelopes:

- a) Name and address of Bidder;
- b) Identify receiver as Investment owner's name and at address as provided in **ITB 21.1**;
- c) Name of the Bidding package as stipulated in **ITB 1.2**;
- d) Warning "Not to be opened before the time of Bids opening" regulated in **ITB 23.1**.

20.3. Bidder is wholly responsible for the consequences or disadvantages therein resulting from not following this BD' regulation including but not limited to no seal or loss of seals during transportation of Bids to the Investment owner and not recording responsive information on Bids envelope as guided in **ITB 20.1** and **20.2**. The Investment owner shall be free from any liability of Bids' confidentiality if Bidder fails to follow aforesaid directions.

21. Deadline for submission of Bids

21.1. Bids may be directly submitted or sent to the Investment owner's address but must be received by the Investment owner before bid closing time (deadline for submission of bids) specified in the **BDS**. The Investment owner shall accept all the Bids submitted prior to the deadline for submission of Bids. When submitting Bids, Bidder shall pay the Investment owner an equivalent amount to the price of the BD before its Bids' accepted.

21.2. The Investment owner may, at its discretion, extend the deadline for the submission of Bids by announcing the extension of the deadline for Bids submission in **IFB** on Bidding system, in which case all rights and obligations of the Investment owner and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

22. Submission, Withdrawal, and Modification of Bids

22.1. Bids submission: The Investment owner will not consider any Bids submitted after the Deadline for submission of Bids. Any Bids received by the Investment owner after the Deadline for submission of Bids will be declared late, rejected and returned to the Bidder in its original state.

22.2. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of authorization (the power of attorney) in accordance with **ITB 19.3**. The corresponding substitution or modification of the Bid must accompany the respective written notice. All notice must be:

a) prepared and submitted in accordance with **ITB 19** and **20**, and in addition, the respective envelopes shall be clearly marked “**BID WITHDRAWAL**”, “**SUBSTITUTION OF BID PROPOSALS**”, or “**MODIFICATION OF BID PROPOSALS**”;

b) received by the Investment owner prior to the deadline prescribed for submission of Bids, in accordance with **ITB 21**.

22.3. Bids requested to be withdrawn in accordance with **ITB 22.2** shall be returned unopened to the Bidders.

22.4. No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Application Letter or any extension thereof.

23. Opening of Bids

23.1. Exclusion of cases as provided in **ITB 22**, the Investment owner shall open publicly and read aloud information as stipulated in **ITB 23.3** of all Bids which have been submitted prior to the Deadline for submission of Bids. The opening of Bids must be held publicly in accordance with the time and location regulated in **BDS** and witnessed by representatives of Bidders attending Bid opening ceremony and related institutions, organizations. The opening of Bids is to be held regardless of the presence or absence of Bidders' representatives.

23.2. Given that a Bidder request to withdraw or modify its Bid, the Investment owner shall first and foremost, open and read aloud information from the dossier labeled “**BID WITHDRAWAL**”. Bids of the Bidders requesting to withdraw their Bids shall be returned untouched. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the Investment owner shall reject withdrawal request and the corresponding Bids will be opened.

Next, the Investment owner shall open and read aloud information from the dossier labeled “**SUBSTITUTION OF BID PROPOSALS**” and corresponding Bids shall be exchanged; the original and substituted Bids shall be returned untouched. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution.

For dossiers labeled “**MODIFICATION OF BID PROPOSALS**”, attached modification notice shall be opened and read aloud along with respective amended Bids. No Bid modification shall be permitted unless the corresponding modification notice contains a

valid authorization to request the modification. Only Bids opened and read out in Bids opening shall be further considered and evaluated.

23.3. The opening of Bids is conducted to each and every Bid in alphabetical order of Bidders' name by the following procedure:

a) Check the seal;

b) Open the original Bids, modification of Bid Proposals (if any) or substitution of Bid Proposals (if any) then read aloud, as a minimum, the following information: Bidder's name, quantity of originals and copies, Bid price quoted in Application Letter of Bid, discount (if any), validity period of Bid, Bid package implementation time, value of Bid security (if Bid Security is required according to ITB 18.1 Chapter II), validity period of Bid security (if Bid Security is required according to ITB 18.1 Chapter II) and other information which the Investment owner deems necessary. Should the Bid be divided into independent Parts, quoted price and discount (if any) for each Part must also be read. Discount proposals shall be taken into consideration and evaluation only if only they are read in Bid opening;

c) The Investment owner's representatives attending the Bid opening shall sign the original Application Letters, power of attorney letters of Bidders' legal representatives (if any); alliance agreements (if any) and Bid securities (if Bid Security is required according to ITB 18.1 Chapter II). The Investment owner may not reject any Bids during the Bid opening, except for late Bids as mentioned in ITB 22;

23.4. The Investment owner shall prepare a record of the Bid opening that shall include all information specified in ITB 23.3. The Bidders' representatives who are present shall be requested to sign the Bid opening record along with the Investment owner's representatives. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

24. Evaluation of Bids

24.1. The Investment owner shall use the criteria listed in this Item and methodologies provided in **BDS** for Bids evaluation. No other evaluation criteria or methodologies shall be permitted.

24.2. Examination and evaluation of Bids' eligibility:

a) The examination and evaluation of Bids' eligibility shall be executed in accordance with Item 1 Chapter III – Bids evaluation criteria;

b) Bidders' capability and experience shall be considered and evaluated if only their Bids are eligible.

24.3. Evaluation of capability and experience:

a) The evaluation and assessment of capability and experience shall be carried out in accordance with Item 2 Chapter III – Bid's evaluation criteria;

b) Bidders' technical proposals shall be considered and evaluated if only their capability and experience is compliance.

24.4. Evaluation of technical proposals and financial proposals:

a) The evaluation and assessment of technical proposals shall be carried out in accordance with Item 3 Chapter III – Bids evaluation criteria;

b) Bidders' financial proposal shall be considered and evaluated in accordance with Item 4 Chapter III – Bids evaluation criteria if only their technical proposals are compliance.

24.5. If Bidding Package are divided into independent Parts and allows Bidders to bid for separate Part(s) as specified in ITB 13.4, the methodology for Bids evaluation is as regulated in Item 6 Chapter III – Bids evaluation criteria corresponding to the lot(s) in which the Bidder participates.

24.6. After evaluating Bids, Bidder ranked first shall be invited for contract negotiation. Ranking of Bidders shall be performed as stipulated in **BDS**.

25. Confidentiality

25.1. Information relating to the evaluation of Bids and recommendation of Contract award shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until information on Contract Award is communicated to all Bidders. Information from a Bidder's Bids shall, under no circumstances, be disclosed to another Bidder, exclusion of those publicly disclosed upon Bid opening.

25.2. Exclusion of Bid Clarification and Contract negotiation, Bidders are not allowed to contact the Investment owner, member of the Expert Team regarding its Bids or the Bid Package from the date of Bid opening until the announcement of Bid selection result.

26. Clarification of Bids

26.1. After the opening of Bids, Bidders are responsible for Bids clarification when requested by the Investment owner, including clarification on its eligibility, capabilities and experiences, tax obligations, documents on specified personnel proposed in the Bids. With regard to eligibility of Bidders, clarification of Bids must not change the Bidder's essentiality. With regard to eligibility of Bids (excluding eligibility of Bidders), technical and financial proposals in Bids, clarification of Bids must neither change the fundamental contents of Bids nor the Bid price. Bidder shall thereafter notify the Investment owner in writing for having received the Clarification request by one of the following methods: by direct delivery, by post delivery, by fax or e-mail.

26.2. Clarification of Bids between Bidders and the Investment owner shall be carried out in writing.

26.3. Within the time period specified in the **BDS**, should a Bidder notice its Bids' insufficiency in documentations establishing its eligibility, capabilities and experiences and qualification (also includes but not limited to manufacturer's authorization, certificate of partnership or equivalent documentations if required by BD), aforementioned Bidder may send such required documentations to the Investment owner for clarification. The Investment owner is responsible for accepting such documentations for consideration and evaluation and assessment. Clarification on Bidder's eligibility, capabilities and experiences and qualification shall be considered a part of Bids. The Investment owner shall thereafter notify the Bidder for having received its Clarification by one of the following methods: by direct delivery, by post delivery, by fax or e-mail.

26.4. Clarification of Bids is conducted solely between the Investment owner and Bidder requiring its Bids' clarified. Bids' clarification shall be conserved as a part of Bids. Concerning content of clarification which directly affects the evaluation and assessment of Bidder's eligibility, capabilities, experiences qualification and technical and financial

requirements, if a Bidder fails to furnish clarifications for its Bids within the requested period and/or its clarifications fails to comply with the Investment owner's requests, the Investment owner shall evaluate such Bidder's Bids shall be evaluated based on accordance with the Bids submitted prior to the deadline for submission of bids closure. Investment owner shall give Bidders a reasonable time but not less than 03 working days for clarification of Bids.

26.5. If the circumstance so requires, the Investment owner may send Bidders request for direct meeting with the Investment owner to clarify its Bids. Clarified contents shall be recorded in Memorandum. Clarification of Bids in this case must ensure objective and transparency.

26.6. In case there is inconsistency or unclearness in the contents of the Bids, the Investment owner shall request Bidder to clarify on the basis of compliance with the provisions of ITB 26.1.

26.7. In case the authenticity of documents provided by the bidder are in doubt, the Investment owner are entitled to verify with organizations and individuals related to the content of the documents.

26.8. In case the Bidding Documents requires a commitment or principle contract on warranty, maintenance, repair service but the Bids are not attached with these documents, the Investment owner shall request the Bidder to clarify, supplement these documents within an appropriate period of time but not less than 03 working days to serve as a basis for evaluating the Bids.

27. Deviations, Reservations, and Omissions

During the evaluation of Bids, the following definitions shall apply:

27.1. "Deviation" is a departure from the requirements specified in the BD;

27.2. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the BD;

27.3. "Omission" is the failure to submit part or all of the information or documentation required in the BD.

28. Determination of Bids responsiveness

28.1. The Expert team's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in **ITB 10**.

28.2. A substantially responsive Bids is one that meets the requirements of the BD without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- a) If accepted, would affect the scope, quality, or performance of the Goods and Related Services specified in the Contract substantially; limit substantially, inconsistent with the BD, the Investment owner's rights or the Bidder's obligations under the Contract;
- b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive Bids.

28.3. The Expert team shall examine the technical aspects of the Bids submitted in accordance with **ITB 15** and **ITB 16**, in particular, to confirm that all requirements of BD have been met without any material deviation or reservation, or omission.

28.4. If a Bid is not substantially responsive to the requirements of BD, it shall be rejected by the Investment owner and may not subsequently be made responsive by correction of the deviation, reservation, or omission.

29. Non-material errors

29.1. Provided that a Bids is substantially responsive, the Investment owner may waive any errors which are not substantial deviations, reservations and omissions in the Bid.

29.2. Provided that a Bids is substantially responsive, the Investment owner may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material errors in the Bid related to documentation requirements. Such requests and rectifications shall not be related to any aspect of the Bid price. Failure in the Bidder's part to comply with the request may result in the rejection of its Bids.

29.3. Provided that a Bids is substantially responsive, the Investment owner shall rectify quantifiable non-material errors related to the Bid Price.

30. Sub-contractor

30.1. Sub-contractor is an organization or individual that signs contract with a contractor (Bidder) to perform related service in the Bidding package.

30.2. In case the related services specified in Form No. 11(b), Chapter IV are required, the Investment Owner may allow the Bidder to use sub-contractors. The declaration of the use of subcontractors shall be made in accordance with Form No. 09A, Chapter IV.

30.3. The use of sub-contractor shall not change or alter any responsibilities and obligations of the Contractor. Contractor shall be liable for the volumes, quality, schedule and other responsibilities for the work assigned to its sub-contractors. Sub-contractors' capability and experience shall not be considered when evaluating Contractor's Bids (unless BD allows special sub-contractors). Contractor itself must satisfy all qualification requirements (regardless of the capability and experience of sub-contractors).

If a Contractor does not specify sub-contractors for a particular work or anticipate the works which require sub-contractors in its Bids, it is to be understood that the Contractor shall be responsible for undertaking all the work in the Bid Package.

30.4. Contractors may sign contracts with Sub-contractor in the list of sub-contractors stated in its Bids or with Sub-contractor which Investment owner approved.

30.5. Contractors who commit acts of bid transferring according to the provisions of Clause 8, Article 16 of the Procurement Law will be handled according to the provisions of law.

30.6. Investment owner are not allowed to approve the Contractor's use of Sub-contractor if such Sub-contractor participates in providing consultancy service for the bid package that the Contractor has won and the consultancy services include: Price verification, contract implementation monitor, accreditation; Bidding Document preparation and verification; Bids evaluation; verification of prequalification result (if any), bid selection result; Project management consultancy, contract management, other consultant which are in direct relation to the bid package.

31. Preferences in bidder selection

31.1. Preference for goods with Vietnam origin.

a) Fundamental of Margin of preference for goods with Vietnam origin:

For goods specified at Point i, Clause 1, Article 10 of the Procurement Law, the

determination of goods eligible for preference shall be carried out in accordance with the provisions of the specialized management laws, and not in accordance with the provisions of this Clause of the BD.

For other goods: The determination of goods with Vietnam origin shall follow the direct formula or indirect formula:

Direct formula: $D (\%) = G^*/G \times 100\%$

Indirect formula: $D (\%) = (G - C)/G \times 100\%$

Therein:

G*: Local cost of production;

G: Quoted price in the Bids, exclusion of taxes; For bidders who are manufacturers, G is the ex-factory price (EXW price) of the goods;

C: Cost of imported goods, not including taxes, fees related to import;

D: Percentage of Goods' local cost of production. If $D \geq 30\%$, the goods shall be eligible for preference as regulated in this ITB.

b) Margin of preference is calculated during the evaluation of Bids for the purpose of comparison and ranking:

Bidder's Goods are granted margin of preference when such Bidder can prove its Goods' having local cost of production proportion of over 30% in its price ($D \geq 30\%$).

c) Calculation of preference is applied as prescribed in **BDS**

d) Bidder must declare information about types of goods entitled to margin of preference according to Forms No. 12 or Forms No. 13 Chapter IV for consideration and evaluation of margin of preference. In case Bidder does not declare, Bidder's goods are considered not eligible for margin of preference.

e) If Goods supplemented by all Bidders are not subject to margin of preference, the estimation and evaluation of preference shall not be conducted.

31.2. Preference for domestic bidders falling under the case specified on Point g, Clause 1, Article 10 of Procurement Law

a) Domestic innovative start-up enterprises, when bidding using their innovative products according to the provisions of section b, do not have to meet the requirements on revenue and number of years of operation in the same industry within 06 years from the time the product is first manufactured and qualified to be marketed.

b) A domestic bidder falling under the case specified in Point g, Clause 1, Article 10 of the Procurement Law, when bidding for products or services that the bidder manufactures or provides, is not required to meet the conditions on ensuring competition in the eligibility assessment and the requirements on capacity and experience within 5 years from the date of recognition by a competent authority.

c) Innovative products with Vietnam origin are entitled to preferences according to the provisions of **Section 3 BDS 31.1c** of this Bidding Document when meeting one of the following conditions:

- Products in the list of high-tech products prioritized for investment and development or the list of high-tech products encouraged for development according to the Prime Minister's decision;

- Products formed from scientific and technological research results of science and technology enterprises according to the provisions of law on science and technology enterprises;

- Products created on the basis of inventions, semiconductor integrated circuit layout designs, and plant varieties of such bidder's granted protection certificates for a period of

no more than 05 years from the date of issuance or software program of such bidder within a period of no more than 05 years from the date of issuance of the copyright registration certificate;

- Semiconductor chip products;
- The product won the Ho Chi Minh Award, the State Award for science and technology according to the provisions of law on science and technology awards;
- New products created from research and development results at one of the facilities of the National Innovation Center;
- New products created from the results of scientific research and technological development according to the provisions of law on technology transfer.

Innovative products specified in this Clause are entitled to incentives for a period of 06 years from the first time they are produced and are eligible to be brought to the market.

31.3. Preference for domestic bidders producing goods with Vietnam origin.

a) For domestic bidders who are transferred technology to produce goods of Vietnamese origin complying with the Bidding Documents:

- Do not have to meet the requirements on revenue and number of years operating in the same industry within 05 years from the time the product is first produced and qualified to be marketed.;

- For transferred technologies on the list of industries with investment preference and the list of technologies encouraged for transfer according to the provisions of law, in addition to the preference prescribed in Point a of this Clause, they do not have to meet the requirements on user's confirmation of successful operation and operating time to ensure the quality. In case the technology transfer party has a commitment with the Investment Owner to take responsibility for the quality of products produced by the bidder at the Investment Owner's request, the bidder receiving the technology transfer is allowed to use these documents, data and test results of the technology transfer party for the transferred technology object to prove the verifiability and suitability of the manufactured goods for the content transferred under the technology transfer contract or according to a technology transfer certificate issued by a competent authority;

- Requirements on capability, experience, goods quality, technical requirements and other requirements of the bidding package other than the cases specified in Points a and b of this Clause are specified on the same evaluation ground for the bidding package with all participating bidders. In case of necessity, the Investment Owner can make additional requests to bidders receiving preferences, including: increasing the warranty period, enhancing quality control during production and factory testing, providing operation service, maintenance and other services to ensure the reliability of goods during operation.

b) For domestic bidders producing goods with Vietnam origin complying with the Bidding Documents:

- Do not have to meet the requirements on revenue and number of years of operation in the same industry as the bidding package under evaluating when the bidder bids on goods that are produced by the bidder for the first time and are qualified to be marketed for a period of 05 years before the bid closing time. Bidders are entitled to this preference from the time the bidders are established but not more than 07 years from the bid closing time;

- Receive preference as prescribed in Point a of this Article for the part of transferred technology (if any).

c) When bidding on innovative products, individuals or groups of individuals producing innovative products specified in ITB 31.2 of this Bidding Document do not have to meet

the requirements on financial capacity and number of years of operating in the same industry within 06 years from the time the product is first produced and qualified to be marketed.

d) The basis for determining a domestic bidder with transferred technology or a domestic bidder with transferred technology that is encouraged to be transferred to produce goods of Vietnamese origin is the Certificate of Technology Transfer Registration, Certificate of Technology that is encouraged to be transferred Transfer Registration according to the provisions of law on technology and law on investment.

32. Contract negotiation

32.1. Based on the decision approving the ranking of Bidders, the Investment owner shall invite the first ranked Bidder to negotiate contract. Contract negotiation shall be based on the following:

- a) Report on Bids evaluation;
- b) Bids and clarification of Bids (if any);
- c) BD and clarification, amendment of BD (if any).

32.2. Principle of contract negotiation:

- a) Negotiating the contents which haven't been specified in depth, definitely, appropriately, consistently between the BD and the Bids; between different contents in the Bids which may in any way originate and lead to dispute or affect parties' responsibilities during contract implementation;
- b) Contents which Bidders declare to comply with BD's requirements shall not be negotiated;
- c) Contract negotiation may not change Bidder's quoted price after correction of errors, adjustment of deviations and deduction of discounts (if any);
- d) When negotiating deviations, if Bidder's Bid does not include corresponding unit price for such deviations, the lowest unit price quoted by other Bidder's Bid shall be picked as the basis of negotiation if such Bid is also compliance with technical requirements. If there is no other Bidder to pass technical evaluation, unit price in bid budgeting shall be chosen instead. If bid budgeting is not available, unit price comprising Bid package price shall be opted for.

32.3. Contents for contract negotiation:

a) Negotiation on personnel:

During the negotiation process, Bidder must not change the key personnel (the personnel proposed in the Bids or the personnel who were replaced before the contract negotiation), except for the case due to the prolonged bid evaluation period (longer than regulated) or due to force majeure event that the key personnel positions proposed by Bidder cannot participate in the contract implementation. In this case, Bidder is entitled to change personnel, but must ensure that the proposed replacement has the same or higher qualifications, experience and capacity with the proposed personnel and Bidder is not allowed to change bid price;

b) Negotiating problems or matters arising during bid selection process (if any) aiming to complete in detail contents of Bid package;

c) Negotiating non-material errors as described in **ITB 29**;

d) During the negotiation process, the taxes payable by the Bidder (if any) in accordance with the Tax law must be determined, including: taxes, fees, charges related to import, excise tax (if any), VAT, Foreign withholding tax (if any) and other related matters related to tax obligations. Tax rates and value of tax payable by Bidder must be specified in the

contract.

e) Negotiating other contents if necessary.

32.4. During contract negotiation, participating parties would finalize contract drafts, special conditions of contract, contract annexes including detailed scope of work, price quotation, and supply schedule.

32.5. Should contract negotiation be unsuccessful, the Investment owner shall consider and decide on resolution for inviting next ranked Bidder to negotiation. If such negotiations are also unsuccessful, the Investment owner shall consider and decide on resolution for cancellation of Bid package according to regulation in **ITB 34.1**.

32.6. In case due to objective reasons or force majeure, the bidder cannot negotiate the contract directly with the Investment owner, the Investment owner may consider online negotiation.

33. Conditions for Bid-winning approval

Bidders shall be considered and awarded of contract when all the following conditions are met:

33.1. Having eligible Bids in accordance to Item 1 Chapter III;

33.2. Having eligible capabilities and experiences in accordance to Item 2 Chapter III;

33.3. Having technical proposals considered compliance with technical requirements as required in Item 3 Chapter III;

33.4. Having deviation for insufficiency no more than 10% quotation price;

33.5. Complying with conditions set out in **BDS**;

33.6. Having bid-winning proposition price (inclusion of taxes, charges and fees (if any)) not exceeding approved Bid package price. Should approved bid package budgeting be lower or higher than approved bid package price, such budgeting shall replace bid package price as basis of bid-winning approval.

34. Cancellation of Bid

34.1. The bid shall be cancelled on the following circumstances:

a) All Bids are not compliance with BD' requirements;

b) Changing investment scope and target in approved Investment Decision causes change in scope of work and evaluation criteria as defined in BD;

c) BD fail to comply with Procurement Law or other legal regulations which lead to selected Bidder not qualified for bid package/project implementation;

d) The selected Bidder commits prohibited acts specified in Article 16 of Procurement Law.

e) Organizations and individuals other than the selected bidder commit prohibited acts specified in Article 16 of the Procurement Law, leading to deviance of bid selection.

f) For advance bidding: In case the Project or international treaties or foreign loan agreements are not approved and other sources of capital cannot be arranged, the Investment owner shall cancel the bid and shall not reimburse the costs related to the bidder's participation in the bidding.

34.2. Organizations, individuals violating Procurement laws which leads to cancellation of bid prescribed in point c, d and e **ITB 34.1** shall pay compensation for related parties and be handled in accordance with legal regulations.

34.3. On the circumstance of Bid cancellation in **ITB 34.1**, the Investment owner shall return or release Bid Security of all Bidders within 5 working days, exclusion of Bidders' violation cases at point d and e **ITB 34.1**.

35. Notification of Bidder selection results

35.1. The Investment owner shall post the Bidder selection results on the Bidding system within 05 working days from the date of the Decision on Bidder selection result. The content of the posted information shall comply with the provisions of Decree 214/2025/NĐ-CP dated August 04, 2025 and the instructions on the Bidding system.

35.2. The Investment owner shall send a written notification of Bidder selection results to the participating Bidders by post, fax or email within 05 working days from the date the Investment owner approves the Bidder selection result. Notification of Bidder selection results includes the following contents:

- a) Name of bid package, code of bid package;
- b) Name of selected Bidder;
- c) Current address of selected Bidder;
- d) Bid - winning price;
- e) Type of contract;
- f) Bid package implementation time;
- g) Contract implementation time;
- h) List of unsuccessful bidders and brief explanation of unselected result.

35.3. On the circumstance of Bid cancellation in **ITB 34.1**, in Notification of Bidder selection results and on the Bidding system, the reason for bid Cancellation shall be clearly stated.

35.4. After the notification of Bidder selection result as prescribed in **ITB 35.2**, if the unsuccessful bidder sends a written inquiry about the reason for not being selected, within 5 working days from the date of receipt, the Investment owner must send a written reply.

36. Changing Quantities

36.1. At the time the Contract is awarded, the Investment owner reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Chapter V, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the Bids and the Bidding Documents. The increase and decrease percentage shall not exceed 10%.

36.2. Additional purchase options: Before the contract expires, the Investment owner has the right to purchase an additional volume of goods or services in the bidding package in addition to the volume stated in Chapter V provided that it does not exceed the rate specified in the **BDS** and meets the provisions of Clause 8, Article 39 of the Procurement Law. Additional purchase must be similar to the part of work stipulated in the contract and unit price has been defined. Volume of additional goods, services are not used to evaluate capability and experience of Contractor. For Alliance Contractor, division of responsibility to perform additional volume under additional purchase options follows the work ratio in signed contract unless the parties have agreed otherwise.

37. Notification of Bids Acceptance and Award of Contract

After the notification of bidder selection result, the Investment owner shall send notification of Bids acceptance and award of contract by one of the following methods: by

direct delivery, by post delivery, by fax or e-mail, or through the Bidding system (if supported by Bidding system) which incorporates requirements on means of performance bond, time for finalizing and signing of contract provided in Form 19 Part IV, to the successful Bidders. Notification of Bids acceptance and award of contract shall form an integral part of Contract documentation. If successful Bidders fail to finalize and sign contract and/or fail to submit performance bond within the period provided in notification of Bids acceptance and award of contract, such Bidders shall therein be rejected and have their Bid security confiscated as regulated in **point b ITB 18.5**. The time limit stated in notification of Bids acceptance and award of contract is counted from the date of receipt of Investment owner's Bid selection notification.

38. Conditions for signing of contract

38.1. At the time of contract signing, Bids of selected Bidders are valid.

38.2. At the time of contract signing, selected Bidders are technically and financially eligible to perform the contract. Should the Bidders at the time be no longer substantially eligible for capabilities and experiences requirements in Bidding Documents, Investment owner shall retract prior bid selection approval, notification of Bids acceptance and award of contract, and invite next-ranked Bidder to contract negotiation.

38.3. Investment owner must ensure conditions of capital for advance payments, payments and other necessities to implement contract in accordance with schedule.

38.4. For advance bidding, Contract signing shall only be carried out after the project is approved.

39. Contract Performance Security

39.1. Prior to contract signing or contract effective date, successful Bidders shall submit a Performance Security as required in GCC 5 Chapter VI and SCC 5.1 Chapter VII. Bidder's Performance Security letter are expected to use **Form 19 Chapter VIII, Part IV** or the form accepted by the Investment owner.

39.2. Bidders shall have their performance bond confiscated on the following circumstances:

- a) Refusing to perform the contract after contract validation;
- b) Violating contract agreements;
- c) Delaying in contract implementation by their own fault but refuse to extend Performance bond validity accordingly.

40. Settlement of Petitions

40.1. For bidding packages under the governing scope of Procurement Law

a. When its legal rights and benefits are violated, Bidder is entitled to send enquiries about the bidding process and bidder selection result to the Council for Settlement of Petitions, Investment owner, Competent person. The settlement of petitions is executed pursuant to Article 89 of Procurement law and Article 137, 138, 139 of Decree No. 214/2025/ND-CP.

b. On the circumstance of petition to the Investment owner, Bidder submits the petition directly on the Bidding system. In case the Bidding system does not support sending petitions to the Investment owner for non-online bidding, Bidder shall send a written petition to the address specified in the **BDS**. On the circumstance of petition to the Council

for Settlement of Petitions, Competent person, Bidder shall submit a written petition to the address specified in BDS.

40.2. For bidder selection activities specified in Point d, Clause 7, Article 3 of the Procurement Law, or for bidder selection activities not falling under the governing scope of the Procurement Law, petition handling shall be carried out in accordance with the provisions of the BDS.

Chapter II. BID DATA SHEET

ITB 1.1	Investment owner: <i>Viettel Group</i>
ITB 1.2	Name of Bid Package: <i>44-2025-Mobile: Purchasing 5G radio equipment system and related technical services for provinces in zone 2 of the Southern region</i> Project: <i>The investment project for 5G radio network in the Southern region in 2025.</i> Quantity and identification of Bid Package's Parts: <i>The bidding package is undivided.</i>
ITB 1.3	Bid package implementation time: 271 days
ITB 3	Funding Source (or method of arranging fund): <i>owner's equity</i>
ITB 5.1e	<p>Ensuring competitiveness in procurement:</p> <ul style="list-style-type: none"> - Participating Bidders must not own stock or equity capital of over 30% of Investment Owner (<i>VIETTEL GROUP- Lot D26, Cau Giay New Urban Area, Cau Giay ward, Ha Noi city, Vietnam</i>) except for the following cases: Bidder is a member company or subsidiary of a Vietnamese state-owned group or Vietnamese state-owned corporation and Bidder's main production and business industry are consistent with the properties of such group/corporation's bidding package. (ii) Bidder is a parent company, subsidiary or member company of a Vietnamese state-owned economic group or Vietnamese state-owned corporation whose products and services in the bidding package belong to the main production and business industry of the group/corporations and this bidding package is from a subsidiary or member company. - Participating Bidders must not own stock or equity capital with the Consultancy Contractors of the Bidding package; do not own the stock or equity of over 20% of an organization, an individual for each party. Details as follows: <ul style="list-style-type: none"> + Consultancy of designs preparation: <i>Not Applicable</i> + Consultancy on valuation: <i>Not Applicable</i> + Consultancy on contract implementation supervision and inspection: <i>Not Applicable</i> + Consultancy on Bidding Documents preparation and appraisal: <i>Not Applicable</i> + Consultancy on Bids evaluation: <i>Not Applicable</i> + Consultancy on appraisal of bidder selection results: <i>Not Applicable</i> + Consultancy on project management, contract management, other consulting services that directly related to the bidding package: <i>Not Applicable</i> - Government administrative organizations and enterprises that have the same direct management agency and contribute capital when participating

	<p>in each other's bidding packages do not have to meet the regulations on legal independence and financial independence between bidders and Investment Owner.</p> <p>The ratio of shares and capital contribution between the parties is determined at the time of bid submission and according to the ratio stated in the Business Registration Certificate, Establishment Decision, and other equivalent documents.</p> <p>If a Bidder participating in the bidding package as a co-bidder or Consultancy Contractors is selected as an alliance, the capital ownership ratio of other organizations or individuals in the alliance is determined by the following formula:</p> $\text{Capital ownership ratio} = \sum_{i=1}^n X_i \times Y_i$ <p>Therein:</p> <p>X_i: Capital ownership ratio of other organizations or individuals in the alliance member ordinal number i;</p> <p>Y_i: Percentage (%) of the part of work by alliance member ordinal number i in Alliance agreement;</p> <p>n: Number of members in the alliance.</p> <p>A domestic bidder falling under the case specified at Point g, Clause 1, Article 10 of the Law on Bidding, when offering products manufactured by that bidder, is not required to comply with the competition assurance regulations specified in this Section.</p>
ITB 5.1i	<p>To foreigner bidders: When participating in this Bid package, foreign bidder must form alliance with local bidder or use domestic sub-contractors, except in cases where the domestic contractor is not qualified to participate in any part of the bidding package. In case of using sub-contractors, Bidders may propose the part of work for Vietnamese sub-contractors without identifying such sub-contractors in its Bids¹; the Bidders must also submit commitments enclosed with its Bids clearly stating that if it is to win the Bid, the Bidder shall use Vietnamese sub-contractors to perform the works proposed in its Bids.</p>
ITB 7.1	<p>Minimum time limit for Amendments of BD: 10 days.</p>
ITB 7.5	<p>Time to send Invitation for Pre-Bid meeting: <i>Not Applicable</i></p>
ITB 9	<p>Bids as well as all the letter and documentations related to Bids communicated between Bidders and the Investment owner must be in: English. Auxiliary documentations and materials in Bids may be written in other languages enclosed with English translation except documentations in Vietnamese. When the translation is missing, the Investment owner may</p>

1. Agreement or contract with sub-contractor is not required when participating in the Bidding package.

	request Bidders to supplement, if necessary.
ITB 10.10	<ul style="list-style-type: none"> - <i>Detailed configuration sheets for quoted equipment conformable to technical proposals (in keeping with detailed price schedule but without price quotation and must have legal origin of goods);</i> - <i>Statement of compliance (SOC) to the scope of work and technical requirements stipulated in Chapter V, referential technical documents should be clarified (title, articles, pages) for confirmation.</i> - <i>SOC to GCC described in Chapter VI;</i> - <i>SOC to SCC described in Chapter VII;</i> - <i>SOC to conditions of sample of contract and contract forms provided in Form No. 18 – Part 4;</i> <p><i>In the SOC tables, the bidder must clearly state "Full compliance", "Partial compliance" or "Not compliance" for every requirement and/or term; In case of partial or not-compliance of some requirements and/or terms, the bidder should clearly state its proposal for such contents.</i></p> <p><i>If bidder does not submit SOC or the SOC misses of some contents, it is understood that bidder agrees/ fully complies with such contents.</i></p> <p><i>Security commitment: Bidder must provide the document to commit that</i></p> <ul style="list-style-type: none"> - <i>The Bidder does not have any activities that obstruct, disrupt, cause insecurity of information, insecurity of cyber security, telecommunications and information technology network infrastructure in Vietnam or anywhere in the world.</i> - <i>All goods provided under this Bidding Package must not be able to obstruct, disrupt, cause insecurity of information, insecurity of cyber security, telecommunications and information technology network infrastructure in Vietnam or on the world. In case the Investment owner or any competent authority discovers that any product/software of manufacturer that bidder offer under this Bidding Package causes or threatens to obstruct, disrupt, cause insecurity of information, insecurity of cyber security, telecommunication network infrastructure and information technology networks in Vietnam or on the world, the Bidder shall agree that:</i> <ul style="list-style-type: none"> <i>(i) During bid selection process, regardless whether the Bidder has been proclaimed to win the bid, has not signed the contract or has signed the contract but the contract has not been in effect, its bids shall be considered non-compliance and eliminated, the contract thereby shall be terminated;</i> <i>(ii) During contract implementation, the Investment Owner has the right to terminate the contract and the Bidder shall be penalized 8% of the contract price and compensate for all related damages according to the provisions of law and (iii) the Bidder shall take full responsibilities and liabilities thereof under the applicable law and all cost in relation.</i> <p><i>Bidder who does not submit a Letter of Security Commitment even after</i></p>

	<i>clarification or the submitted commitment letter is not compliant with the requirement shall be eliminated.</i>
ITB 12.1	Bidders are <i>not allowed</i> to submit the alternative technical proposal.
ITB 13.4	Parts of the Bidding package: <i>The bidding package is undivided</i>
ITB 13.7	<p>Bidders must quote price in their Price Schedule in accordance with the following requirements:</p> <ul style="list-style-type: none"> - For Goods manufactured, processed overseas: Bidders shall quote the price under <i>Incoterms 2020 CIP/CIF price at Place of delivery for import goods stated as 1.3. Delivery Schedule – Chapter V – Scope of Supply and Foreign Contractor Withholding Tax</i> in accordance with Form No.11(a1) Chapter IV – Bidding Forms. - For Goods manufactured, processed in domestic country or Goods manufactured, processed abroad and have been imported and offered in Vietnam: Bidders shall quote the price of Goods in Vietnam as delivered to <i>Place of delivery for local goods stated in 1.3. Delivery Schedule – Chapter V – Scope of Supply</i>, and taxes, fees and charges (if any) must be separated in accordance with Form No.11 (a2) Chapter IV- Bidding Forms. - Should the Scope of supply contain related services, Bidders shall quote price of related services for implementing Bidding package including all taxes, fees and charges (if any) in accordance with Form No.11 (b) Chapter IV – Bidding Forms.
ITB 14	<ul style="list-style-type: none"> - The currency of Bids: <i>VND, USD</i>. Bidder is required to prove the parts of work of foreign currencies enclosed with list of detail and price accordingly of such parts. However, the following rules must be followed: only one currency is quoted for one category of work, costs arising inside Vietnam must be quoted in VND, cost arising outside Vietnam shall be quoted in foreign currency accordingly. Bidders are obligated to prove the work using foreign currencies, together with a detailed list of such work and corresponding foreign currency value. - Currency of payment for each particular work must be correspond to currency of Bid for such work. Costs arising locally may only be paid in VND. - For evaluation and comparison purposes, the currency(ies) of Bid shall be converted into a single currency, which is VND, with the exchange rate is selling rate published on <i>03 working days prior to the date of bids submission</i> by: <i>Vietcombank</i>.
ITB 15.8	Expected lifecycle of Goods (for requirements of replacement supplies, spare parts): <i>Not applicable</i>
ITB 16.2	Documentation for establishment of capability for Contract implementation if the Bidder is awarded the Contract includes: Bidder is required to submit

	<p>a manufacturer's/distributor's license to sell goods or partnership certificate or manufacturer's/distributor's commitment on technical support and warranty or any other equivalent documents</p> <p>If bidder is not the manufacturer of the Goods offered in the bids, bidder is required to submit a manufacturer's/distributor's license to sell goods or partnership certificate or manufacturer's/distributor's commitment on technical support and warranty or other equivalent documents in order to prove its authorization to supply such goods in Vietnam. Bidders may or may not attach this document in their Bid, even if the Bidding Documents require. Bidder's failure to attach the above-mentioned documents is not a reason for disqualification. Bidder shall still be evaluated and considered for winning the Bid. In case the bidder wins the Bid, bidder must provide the above-mentioned documents before contract signing and take responsibility for the accuracy of the documents and information provided. In case the bidder fails to present the sales license to sign the contract, the next ranked bidder shall be invited to negotiate the contract.</p>
ITB 17.1	Validity period of Bids: ≥ 150 days from the date of Bids submission.
ITB 18.1	Bid security: Required.
ITB 18.2	<p>Content of Bid security:</p> <ul style="list-style-type: none"> - Value of Bid security: <i>46,557.00 USD or 1,195,581,046 VND;</i> - Validity period of Bid security: ≥ 180 days from the date of Bids submission. <p>For Bidders whose names are on the list of Bidders with the acts specified in Clause 1, Article 20 of Decree No. 214/2025/ND-CP and posted on the National Bidding Network System, Bid security must be implemented with a value of 03 times the above required value within 02 years from the last time these actions are performed. In case an alliance or an alliance member commits the acts specified in Clause 1, Article 20 of Decree No. 214/2025/ND-CP above, they must implement a bid security measure with a value of 03 times the bid security value corresponds to the value of the work that member undertakes in the alliance within 02 years from the last time this action was performed.</p>
ITB 19.1	The quantity of copies: <i>01 copy. Bidder shall submit one softcopy in CD/DVD/USB.</i> In case of modifying, substituting Bid Proposals or offering an alternative technical proposal, Bidders shall have to submit a number of copy Modification, Substitution of Bid Proposals, Alternative technical proposal equal to the number of copy of Bids.
ITB 21.1	<p>Investment owner's address (for the purpose of Bid submission): <i>Viettel Group, Lot D26, Cau Giay New Urban Area, Cau Giay ward, Hanoi, Viet Nam.</i></p> <p>Deadline for submission of Bids: according to the <i>Notice of Invitation for Bids on muasamcong.mof.gov.vn</i></p>
ITB 23.1	The opening of Bids shall publicly take place at: according to the <i>Notice of Invitation for Bids on muasamcong.mof.gov.vn</i>

	The address of Bid opening: <i>Viettel Group, Lot D26, Cau Giay New Urban Area, Cau Giay ward, Hanoi, Viet Nam</i>
ITB 24.1	<p>Method of evaluation:</p> <p>a) Evaluation of capability and experience: using pass/ not pass method;</p> <p>b) Evaluation of technical proposal: <i>using scoring method.</i></p> <p>c) Method of finance evaluation: <i>method of evaluated price</i></p> <p>The evaluation and ranking of bidders shall be determined on Bid prices excluding taxes, fees and charges.</p>
ITB 24.6	Ranking of Bidders: The Bidder with the lowest evaluated price shall be ranked first.
ITB 26.3	Time for Bidders to send the documentations to clarify their Bids to the Investment owner is 10 day(s) from the Bid closing date.
ITB 31.1c	<p>The calculation of margin of preference corresponding to the evaluation method specified in BDS 24.1 is as follows:</p> <p>1. Preference for goods with Vietnam origin which have Percentage of Goods' local cost of production below 50% and no goods with Percentage of Goods' local cost of production of 50% or more as follow:</p> <p>a) For method of lowest price, goods which are not subject to margin of preference shall be added an additional amount of 7,5% of the quoted price after correction of errors, adjustment of deviations, deduction of discount of this goods (if any) to the Bidder's quoted price after correction of errors, adjustment of deviations, deduction of discount of Bidder (if any) for comparison and ranking;</p> <p>b) For method of evaluated price, goods which are not subject to margin of preference shall be added an additional amount of 7,5% of the quoted price after deduction of discounts of this goods (if any) to the Bidder's evaluated price for comparison and ranking;</p> <p>c) For the cases specified in Points a and b of this Clause, when bidders offer goods of Vietnamese origin with Percentage of Goods' local cost of production below 50% and the production facility has at least 50% of workers, employees who are disabled, war veterans, or ethnic minorities with a valid labour contract which has duration of 3 months or more at the time of bid closing, such bidders are entitled to a preferential margin of 10 % instead of 7,5%.</p> <p>2. Preference for goods with Vietnam origin which have Percentage of Goods' local cost of production of 50% or more as follow:</p> <p>a) For method of lowest price, goods which are not subject to margin of preference shall be added an additional amount of 10% of the quoted price after correction of errors, adjustment of deviations, deduction of discount of this goods (if any) to the Bidder's quoted price after correction of errors,</p>

adjustment of deviations, deduction of discount of Bidder (if any) for comparison and ranking; goods which are subject to margin of preference with Percentage of Goods' local cost of production below 50% shall be added an additional amount of 2,5% of the quoted price after correction of errors, adjustment of deviations, deduction of discount of this goods (if any) to the Bidder's quoted price after correction of errors, adjustment of deviations, deduction of discount of Bidder (if any) for comparison and ranking; goods with Vietnam origin which have Percentage of Goods' local cost of production below 50% and production facility has at least 50% of workers, employees who are disabled, war veterans, or ethnic minorities with a valid labour contract which has duration of 3 months or more and at the time of bid closing shall not be added any additional amount for comparison and ranking;

b) For method of evaluated price, goods which are not subject to margin of preference shall be added an additional amount of 10% of the quoted price after deduction of discounts of this goods (if any) to the Bidder's evaluated price for comparison and ranking; goods which are subject to margin of preference with Percentage of Goods' local cost of production below 50% shall be added an additional amount of 2,5% of the quoted price after deduction of discounts of this goods (if any) to the Bidder's evaluated price for comparison and ranking; goods with Vietnam origin which have Percentage of Goods' local cost of production below 50% and production facility has at least 50% of workers, employees who are disabled, war veterans, or ethnic minorities with a valid labour contract which has duration of 3 months or more and at the time of bid closing shall not be added any additional amount to evaluated price for comparison and ranking;

c) For the cases specified in Points a and b of this Clause, when bidders offer goods of Vietnamese origin with Percentage of Goods' local cost of production of 50% or more and the production facility has at least 50% of workers, employees who are disabled, war veterans, or ethnic minorities with a valid labour contract which has duration of 3 months or more and at the time of bid closing, such bidders are entitled to a preferential margin of 12 % instead of 10%.

3. Preferences for goods that are innovative products of Vietnamese origin and products specified at Point i, Clause 1, Article 10 of the Law on Bidding are as follows:

a) For method of lowest price, goods which are not subject to margin of preference shall be added an additional amount of 15% of the quoted price after correction of errors, adjustment of deviations, deduction of discount of this goods (if any) to the Bidder's quoted price after correction of errors, adjustment of deviations, deduction of discount of Bidder (if any) for comparison and ranking; goods which are subject to margin of preference

	<p>with Percentage of Goods' local cost of production below 50% shall be added an additional amount of 7,5% of the quoted price after correction of errors, adjustment of deviations, deduction of discount of this goods (if any) to the Bidder's quoted price after correction of errors, adjustment of deviations, deduction of discount of Bidder (if any) for comparison and ranking; goods which are subject to margin of preference with Percentage of Goods' local cost of production of 50% or more shall be added an additional amount of 5% of the quoted price after correction of errors, adjustment of deviations, deduction of discount of this goods (if any) to the Bidder's quoted price after correction of errors, adjustment of deviations, deduction of discount of Bidder (if any) for comparison and ranking;</p> <p>b) For method of evaluated price, goods which are not subject to margin of preference shall be added an additional amount of 15% of the quoted price after deduction of discounts of this goods (if any) to the Bidder's evaluated price for comparison and ranking; goods which are subject to margin of preference with Percentage of Goods' local cost of production below 50% shall be added an additional amount of 7,5% of the quoted price after deduction of discounts of this goods (if any) to the Bidder's evaluated price for comparison and ranking; goods which are subject to margin of preference with Percentage of Goods' local cost of production below 50% shall be added an additional amount of 5% of the quoted price after deduction of discounts of this goods (if any) to the Bidder's evaluated price for comparison and ranking;</p> <p>For goods that are not innovative products of Vietnamese origin and products specified at Point i, Clause 1, Article 10 of the Law on Bidding, in case the bidder offers goods of Vietnamese origin with Percentage of Goods' local cost of production below 50%, when calculating preferences, the margin of 15% is replaced by 7,5%; For goods of Vietnamese origin with Percentage of Goods' local cost of production of 50% or more, when calculating preferences, the margin of 15% is replaced by 10%.</p>
<p>ITB 33.5</p>	<p>The condition for approving the winning Bid corresponding to the evaluation method specified in BDS 24.1 is as follow:</p> <ul style="list-style-type: none"> - For method of lowest price: The Bidder with the lowest price after correction of errors, adjustment of deviations, deduction of discounts (if any) and addition margin of preference (if any). - For method of evaluated price: The Bidder with the lowest evaluated price. <p>Should the Bidding package be divided into several Parts (Lots), Bids evaluation and consideration for the winning Bid must ensure that total proposed bid-winning price does not exceed approved Bidding package price, inconsiderate of each lot estimated cost</p>
<p>ITB 36.1</p>	<p>The maximum percentage by which volumes may be increased is: <i>10%</i></p> <p>The maximum percentage by which volumes may be decreased is: <i>10%</i></p>

ITB 36.2	Additional purchase options: <i>Not applicable</i>
ITB 40.1	This bidding package is not governed by the Procurement Law. The Bidder is requested to follow the conditions and procedures for petitions specified in ITB 40.2 below
ITB 40.2	<p>I. Conditions for Consideration and Settlement of Petitions</p> <p>For issues raised prior to the notification of bid evaluation results, in order to be considered and settled, the petition must satisfy the following conditions:</p> <ul style="list-style-type: none"> a) For petitions regarding the contents of the bidding documents, the petition must be lodged by agencies or organizations having interest in the bidding package; for other issues relating to the procurement process, the petition must be lodged by a participating bidder; b) The petition must bear the signature and seal (if applicable) of the lawful representative of the bidder, agency, or organization submitting the petition, or be digitally signed and submitted via the National Bidding Network System; c) The bidder, agency, or organization must submit the petition to the Investment Owner or the Competent Person within the prescribed timeframe of the petition settlement procedure. <p>For petitions regarding bid evaluation results, in order to be considered and settled, the bidder must satisfy the following conditions:</p> <ul style="list-style-type: none"> a) The petition must be lodged by a participating bidder; b) The petition must bear the signature and seal (if applicable) of the lawful representative of the bidder, or be digitally signed and submitted via the National Bidding Network System; c) The petition must not have been subject to litigation, petition, or denunciation; d) The contents of the petition must relate to the bid evaluation results; dd) The bidder must submit the petition to the Investment Owner or the Competent Person within the prescribed timeframe of the petition settlement procedure. <p>In cases where a petition submitted by a bidder, agency, or organization fails to meet the above conditions, the responsible petition-handling authority shall notify the bidder, agency, or organization in writing of the refusal to consider or settle the petition.</p>

II. Petition Settlement Procedures

Petitions relating to issues prior to the notification of bid evaluation results shall be settled according to the following procedure:

The bidder, agency, or organization shall submit petitions regarding the bidding documents to the Investment Owner before bid closing; participating bidders shall submit petitions regarding other aspects of the procurement process to the Investment Owner prior to the issuance of the bid evaluation results. The petition contents shall be disclosed on the National Bidding Network System. Information regarding the bidder, agency, or organization submitting the petition, and the time of submission shall be disclosed by the National Bidding Network System to the Investment Owner.

Within 07 working days from receipt of the petition, the Investment Owner must issue a written response to the bidder, agency, or organization and post it on the National Bidding Network System.

If the bidder, agency, or organization disagrees with the Investment Owner's settlement decision, or if the Investment Owner fails to issue a written response within the prescribed period, the bidder, agency, or organization shall have the right to submit the petition to the Competent Person within 05 working days from the expiry of the settlement deadline or receipt of the Investment Owner's response. The Competent Person must issue a written settlement within 07 working days from receipt of the petition, send it to the bidder, agency, or organization, and to the Investment Owner for disclosure on the National Bidding Network System.

Petitions regarding bid evaluation results shall be settled according to the following procedure:

The bidder must submit the petition to the Investment Owner within 10 days from the date the bid evaluation result is published on the National Bidding Network System. The petition contents shall be disclosed on the National Bidding Network System. Information of the bidder submitting the petition and the time of submission shall be disclosed by the National Bidding Network System to the Investment Owner.

	<p>Within 07 working days from receipt of the petition, the Investment Owner must issue a written settlement and disclose it on the National Bidding Network System.</p> <p>If the bidder disagrees with the Investment Owner's settlement decision, or if the Investment Owner fails to issue a written settlement within the prescribed period, the bidder shall have the right to submit the petition to the Competent Person within 05 working days from the expiry of the settlement deadline or receipt of the Investment Owner's settlement. The Competent Person must issue a written settlement within 30 days from receipt of the petition, send it to the bidder, and to the Investment Owner for disclosure on the National Bidding Network System.</p> <p>Where the bidder, agency, or organization simultaneously submits the petition to both the Competent Person and the Investment Owner, the responsibility for settlement shall rest with the Investment Owner. Where the bidder submits the petition to the Competent Person without first submitting it to the Investment Owner, or while the petition is under settlement by the Investment Owner, the Competent Person shall not settle the petition.</p> <p>Where necessary, the Competent Person may consider suspending the contract signing or performance, and shall issue a written notice to the Investment Owner specifying the suspension period.</p> <p>The written settlement decision must include a conclusion regarding the bidder's petition. In cases where the petition is found justified, the written settlement must specify corrective measures, methods, and timeframe for remedying consequences (if any). Where the petition is determined to be unfounded, the written response must clearly state the reasons.</p>

Chapter III. BIDS EVALUATION CRITERIA

Item 1. Verification and Evaluation of Bids' eligibility

1.1. Verification of Bids' eligibility:

- a) Checking the number of copies of Bids;
- b) Checking the components of the original Bids, including: Application Letter, Alliance agreement (if any), Authorization letter for signing Letter of Bid (if any); Bid security (Not applicable for advance bidding); Documentation establishing the eligibility, capability and experience; technical proposals; financial proposals and other contents of Bids stated in ITB 10;
- c) Checking the consistency of the original and the copies for in depth evaluation.

1.2. Evaluation of Bids' eligibility:

Bidders' Bids are considered eligible when the following requirements are met:

- 1) Attached with the original Bids;
- 2) Application Letter had been signed and stamped (if available) by Bidder's legal representative. The Application Letter must be signed after the date of issue of Bidding Document. For Alliance bidder, Application Letter shall be signed and stamped (if available) by the legal representative of each and every member in the Alliance or by the appointed member of the Alliance in accordance with the allocation of responsibility stated in Alliance Agreement;
- 3) Application Letter must not offer variety propositions of quoted price or price with inclusion of unfavorable conditions for the Investment Owner;
- 4) Validity period of Bids satisfies requirements in ITB 17.1;
- 5) **(Not applicable for advance bidding)** Bid security does not violate any requirements stipulated in ITB 18.3. The Letter of guarantee must be signed directly, stamped (if available) by a legal representative of a credit institution or a branch of a foreign Bank established in accordance with Vietnamese law; **or** Guarantee insurance certificate must be signed directly, stamped (if available) by legal representative of a domestic non-life insurance company or a branch of a foreign non-life insurance company established under Vietnamese law. The Letter of guarantee or Guarantee insurance certificate must have value, validity, Investment owner's identification (beneficiaries) as regulated in BD. The Letter of Guarantee or Guarantee insurance certificate must not be signed before the Investment owner issues the BD; must not accompanying with unfavorable conditions to Investment owner (including the failure to fully meet the commitments as prescribed in Form No. 4A, Form No. 4B, Chapter IV);
- 6) Bidder is not named in two or more Bids as bidder (either as independent bidder or member in an Alliance) for the same Bid package;
- 7) For Alliance Bidder: Attached with Alliance agreement signed directly and stamped (if available) by the legal representatives of each and every Alliance's member. The

Alliance agreement must clearly state the part of work and the corresponding estimated value that each member shall perform in accordance with Form No. 03 Chapter IV. The division of work in the alliance must be based on the items in the Price Schedule or according to the work in the production process of the items in the Price Schedule; The division of work in the alliance may not assign works that do not belong to these items or do not belong to the production process of these items.

- 8) Bidder's (or each Alliance member in case of Co-Bidder) eligibility and qualification is compliance in accordance with ITB 5.
- 9) Within 03 years before the bid closing time, the bidder does not have personnel (signed a labour contract with the bidder at the time the personnel committed the violation) whom is convicted by the Court of violating regulations on bidding that cause serious consequences according to the provisions of Criminal Law for the purpose of facilitating that bidder to win the bid selection.

Bidder has Bids eligible shall be further considered on capability and experience.

Item 2. Criteria for evaluation of capability and experience

2.1. Criteria for evaluation of capability and experience

Criteria for evaluation of capability and experience shall follow Table 01 (for Bidders who are not manufacturers of goods in the scope of the bidding package) or Table 02 (for Bidders that are manufacturers of goods in the scope of the bidding package). Bidders that are manufacturers of goods in the scope of the bidding package can choose to provide Manufacturing capability in table 02 or Experience in performing contracts which supply similar goods in table 01. Bidder is evaluated as comply with capability and experience requirement when all evaluation criteria are met. Capability and experience of sub-contractors shall not be considered when evaluating Bids of Contractor (unless using special sub-contractor is allowed in BD). The Contractor shall itself comply with the requirements of capability and experience (capability and experience of sub-contractors shall not be considered).

In the event that Bidder participating in the bid package is the parent company (for example, a corporation) that mobilizes its subsidiary to perform a part of work of the Bidding package, Bidder must specify the part of work for these companies according to Form No. 09B Chapter IV. The evaluation of experience in performing similar contracts is based on the value and volume of work undertaken by the parent Company, subsidiary companies in the Bidding package.

In case the currency in similar contracts or the payment confirmation of the Investment owner for the performed supply contracts or the tax declaration or financial report, or related documents proving the capacity and experience of the bidder is not the currency stated in the *Table of capability and experience evaluation criteria* in the Bidding Documents corresponding to each criterion, when preparing the Bidding Documents, the

bidder must convert to the corresponding currency stated in the Bidding Documents as a basis for evaluating the Bidding Documents. The conversion is carried out as follows:

- Time for determining exchange rates: *For annual revenues or information on bidder's financial situation during the year, apply the exchange rate published on the last day of that year.*

For the value of similar contracts, apply the exchange rate at the date of signing of that similar contract.

- Basis for determining exchange rates: *the selling rate published by Vietcombank.*

In case the bidder's conversion is not accurate, the Investment owner shall make appropriate adjustments as a basis for evaluation.

Table 01

TABLE OF CAPABILITY AND EXPERIENCE EVALUATION CRITERIA
(for Bidders who are not manufacturers ⁽¹⁾ of goods in the scope of the bidding package)

Capability and experience criteria			Requirements to be complied			Documen- tation to submit
No.	Description	Requirement	Independ- ent Bidder	Co-Bidder		
				Total of all Alliance's members	To every Alliance's members	
1	History of Contract incompleteness due to bidder's fault	From January 01 2022 ⁽ⁱ⁾ to the deadline for submission of Bids, Bidder has not had two or more contracts (goods supplying Contract, EPC Contract, EP Contract, PC Contract, turnkey Contract) that were not completed due to bidder's fault ⁽²⁾ .	Compul- sory	Not applicable	Compulsory	Form No. 07
2	Tax obligations fulfillment	Has fulfilled tax obligations ⁽³⁾ of the latest fiscal year compared to the deadline for submission of Bids	Compul- sory	Not applicable	Compulsory	Commitment in the Application letter
3	Financial Capacity					
3.1	Financial Performance (not apply for business households)	Net Asset Value must be positive in the latest year. (Net Asset Value = Total Asset - Total Liabilities)	Compul- sory	Not applicable	Compulsory	Form No. 08

Capability and experience criteria			Requirements to be complied			Documentation to submit
No.	Description	Requirement	Independent Bidder	Co-Bidder		
				Total of all Alliance's members	To every Alliance's members	
3.2	Annual average revenue (VAT excluded)	Minimum annual average revenue (VAT excluded) in the previous 03 ⁽ⁱⁱ⁾ ⁽⁴⁾ latest fiscal year(s) to the bid closing date is <i>4,642,300 USD or 119,214,250,647 VND.</i> ⁱⁱⁱ⁾ .	Compulsory	Compulsory	Not applicable	Form No. 08
4	Experience in performing contracts which supply similar goods	Bidder has completed at least 01 similar contract as main-contractor (independent or a member of alliance) or as sub-contractor ⁽⁵⁾ in the period from January 01, 2022, ^{iv)} to the deadline for submission of Bids. Similar contract is: - Has similar properties: <i>The contract to supply one of the types of telecommunication network equipment (such as eNodeB, RNC, ...) and/or technical services for this/these equipment (such as installation, warranty services ...);^{v)}</i> - Completed with minimum size (value): <i>1,551,897 USD or 39,852,701,504 VND</i> ^(vi) ⁽⁶⁾ .	Compulsory	Compulsory	Compulsory (equivalent to the part of work incharged of)	Form No. 05A

Capability and experience criteria			Requirements to be complied			Documentation to submit
No.	Description	Requirement	Independent Bidder	Co-Bidder		
				Total of all Alliance's members	To every Alliance's members	
5	Capability of providing warranty, maintainance, repair service, supply spare parts or other after-sales services ⁽⁷⁾	<p>Bidder must prove its ability to provide warranty, maintenance, repair service, spare parts supply or after-sales services by one of the following methods:</p> <ul style="list-style-type: none"> - Bidder commits to be capable of self-fulfillment of warranty, maintenance, repair service, spare parts supply or after-sales services as required in the Bidding Documents. - Bidder signs a principle contract with an entity capable of performing warranty, maintenance, repair, spare parts supply or after-sales services as required in the Bidding Documents. 	Compulsory	Compulsory	Not applicable	Bidder's commitment or principle contract

Note:

- For domestic bidders: Latest year/fiscal lastest year is 2024.

- For foreign bidders: Latest year/fiscal lastest year is 2024.

(1) Manufacturer is understood as a factory or a subsidiary, parent company in charge of the distribution and consumption of products manufactured by the parent company, other subsidiaries in the Group or the Corporation.

(2) Incompleted goods supplying Contract, EPC Contract, EP Contract, PC Contract, turnkey Contract due to bidder's fault include:

- The contract supplying goods, EPC Contract, EP Contract, PC Contract, turnkey Contract are concluded by the Investment owner that Bidder

is not completed, and Bidder has no objection.

- The contract supplying goods, EPC Contract, EP Contract, PC Contract, turnkey Contract are concluded by the Investment owner that Bidder is not completed, is not accepted by the bidder but has been concluded by the arbitrator or the court against the bidder.

Incompleted goods supplying Contract, EPC Contract, EP Contract, PC Contract, turnkey Contract do not include contracts which the Investment owner decision has been overruled by the amicably negotiation and conciliation. The determination of incompleted contract shall be based on all information on the dispute or litigation resolved in accordance with the provisions of the respective contract dispute resolution mechanism and when the bidder has exhausted all opportunity to appeal. For contracts that are delayed due to the fault of the bidder but still completed, it is not considered as incomplete contract.

(3) For domestic bidders (independent or a member of an alliance): Bidder provides documents proving the fulfillment of tax declaration obligations and corporate income tax obligations of the latest fiscal year compared to the deadline for submission of Bids, including:

- Tax declaration (or payment notice from the tax authority for business households) and payment receipt with confirmation from the tax authority printed from the Electronic Tax System or

- Tax declaration (or tax authority payment notice for business households) and tax authority's confirmation of fulfillment of tax obligations.

For foreign bidders: Bidder provide audited financial report of the latest fiscal year compared to the deadline for submission of Bids.

(4) In case of newly established bidder with insufficient year as stipulated in Bidding Documents, Average annual revenue shall be calculated on the number of years for which bidder has financial data. if it meets the value required in the Bidding Documents, bidder will still be evaluated without disqualification. For bidders who are business households, it is not required to submit financial reports, but bidder must provide documents proving revenue corresponding to tax obligations.

(5) Regarding contracts implemented by Bidder either as an Alliance member or as sub-contractor, only the value of contractual work performed by such Bidder shall be taken into consideration.

(6) The assessment of the size of a similar contract is based on the value of completion and acceptance as follows:

- Having at least 01 completed contract supplied all similar goods with a minimum value of Y (or Y/1,25 in the case of centralized procurement or procurement of goods with large volume, normally Y is equal 50% of the bid package price) or

- Having similar performed item in different contracts (the contract may be completed or in progress, not yet complete acceptance or liquidated) but guarantee the value of each similar goods have fulfilled at least 50% of the value of each item of goods in the current bidding package (or 40% in the case of centralized procurement or procurement of goods in large quantities and volumes).

Therein:

+ Performed item is a part or all the volume of goods in the item that has been tested and accepted within a specified period of time, regardless of the contract signing period. The time to determine similar performed items is the time of goods acceptance, regardless of the time of signing the contract.

+ A completed contract is a contract in which all goods have been tested for acceptance or a contract has been liquidated. The time to determine the similar contract is completed is the time of goods acceptance, regardless of the time of signing the contract.

In case the bidder is both a manufacturer and a supplier (some of the goods offered by the bidder in the bid are self-manufactured, the remaining goods are purchased by the bidder from other manufacturers or supplier), in addition to the declaration of experience in performing similar contracts, the bidder can choose to also declare the manufacturing capability according to the contents specified in Section 4-Table 02. Thereafter, the evaluation of bidder's experience will be based on the contract supplying similar goods (corresponding to the part of goods purchased by the bidder from other manufacturers or suppliers) and the bidder's manufacturing capacity (corresponding to the amount of goods self-manufactured).

(7) If Bidder lacks commitment, it can be supplemented during evaluation process. In case Bidder fails to supplement the commitment within a reasonable time at the request of the Investment owner, Bidder's bid shall be considered not complying the requirements for warranty, maintainance, repair service, supply spare parts or other after-sales services and be disqualified.

TABLE OF CAPABILITY AND EXPERIENCE EVALUATION CRITERIA
(for Bidders that are manufacturers⁽¹⁾ of goods in the scope of the bidding package)

Capability and experience criteria			Requirements to be complied			Documentation to submit
No.	Description	Requirements	Independent Bidder	Co-Bidder		
				Total of all Alliance's members	To every Alliance's members	
1	History of Contract incompleteness due to bidder's fault	From January 01 2022 ⁽ⁱ⁾ to the deadline for submission of Bids, Bidder has not had two or more contracts (goods supplying Contract, EPC Contract, EP Contract, PC Contract, turnkey Contract) that were not completed due to bidder's fault ⁽²⁾ .	Compulsory	Not applicable	Compulsory	Form No. 07
2	Tax obligations fulfillment	Has fulfilled tax obligations ⁽³⁾ of the latest fiscal year compared to the deadline for submission of Bids	Compulsory	Not applicable	Compulsory	Commitment in Application letter
3	Financial Capacity					
3.1	Financial Performance (not apply for business households)	Net Asset Value must be positive in the latest year. (Net Asset Value = Total Asset - Total Liabilities)	Compulsory	Not applicable	Compulsory	Form No. 08

Capability and experience criteria			Requirements to be complied			Documentation to submit
No.	Description	Requirements	Independent Bidder	Co-Bidder		
				Total of all Alliance's members	To every Alliance's members	
3.2	Annual average revenue (VAT excluded)	Minimum annual average revenue (VAT excluded) in the previous 03 ⁽ⁱⁱ⁾ ⁽⁴⁾ latest fiscal year(s) to the bid closing date is <i>4,642,300 USD or 119,214,250,647</i> ⁽ⁱⁱⁱ⁾ .	Compulsory	Compulsory	Not applicable	Form No. 08
4	Manufacturing capability ^(iv) ⁽⁵⁾	Bidder shall provide documents proving its capability of manufacturing goods in Bidding package as follows: - The design capacity of the factory and production line is at least: <i>16.44 gNodeB</i> products/01 month or at least <i>200.01 gNodeB</i> /01 year. or - The highest production output of 01 month within the last 05 years up to the time of bid closing is at least: <i>16.44 gNodeB</i> or the highest production output of 01 year within the last 05 years up to the time of bid closing is at least: <i>200.01 gNodeB</i> products	Compulsory	Compulsory	Compulsory (equivalent to the part of work incharged of)	Form No. 05B
5	Capability of	Bidder must prove its ability to	Compulsory	Compulsory	Not applicable	Bidder's

Capability and experience criteria			Requirements to be complied			Documentation to submit
No.	Description	Requirements	Independent Bidder	Co-Bidder		
				Total of all Alliance's members	To every Alliance's members	
	providing warranty, maintenance, repair service, supply spare parts or other after-sales services	<p>provide warranty, maintenance, repair service, spare parts supply or after-sales services by one of the following methods:</p> <ul style="list-style-type: none"> - Bidder commits to be capable of self-fulfillment of warranty, maintenance, repair service, spare parts supply or after-sales services as required in the Bidding Documents. - Bidder signs a principle contract with an entity capable of performing warranty, maintenance, repair, spare parts supply or after-sales services as required in the Bidding Documents. 	sory			commitment or principle contract

Note:

- For domestic bidders: Latest year/fiscal lastest year is 2024.

- For foreign bidders: Latest year/fiscal lastest year is 2024.

(1) Manufacturer is understood as a factory or a subsidiary, parent company in charge of the distribution and consumption of products manufactured by the parent company, other subsidiaries in the Group or the Corporation.

(2) Incompleted goods supplying Contract, EPC Contract, EP Contract, PC Contract, turnkey Contract due to bidder's fault include:

- The contract supplying goods, EPC Contract, EP Contract, PC Contract, turnkey Contract are concluded by the Investment owner that Bidder

is not completed and Bidder has no objection;

- The contract supplying goods, EPC Contract, EP Contract, PC Contract, turnkey Contract are concluded by the Investment owner that Bidder is not completed, is not accepted by the bidder but has been concluded by the arbitrator or the court against the bidder.

Incompleted goods supplying Contract, EPC Contract, EP Contract, PC Contract, turnkey Contract do not include contracts which the Investment owner decision has been overruled by the amicably negotiation and conciliation. The determination of incompleted contract shall be based on all information on the dispute or litigation resolved in accordance with the provisions of the respective contract dispute resolution mechanism and when the bidder has exhausted all opportunity to appeal. For contracts that are delayed due to the fault of the bidder but still completed, it is not considered as incomplete contract.

(3) For domestic bidders (independent or a member of an alliance): Bidder provide documents proving the fulfillment of tax declaration obligations and corporate income tax obligations of the latest fiscal year compared to the deadline for submission of Bids, including:

- Tax declaration (or payment notice from the tax authority for business households) and payment receipt with confirmation from the tax authority printed from the Electronic Tax System or

- Tax declaration (or tax authority payment notice for business households) and tax authority's confirmation of fulfillment of tax obligations.

For foreign bidders: Bidder provide audited financial report of the latest fiscal year compared to the deadline for submission of Bids.

(4) In case of newly established bidder with insufficient year as stipulated in Bidding Documents, Average annual revenue shall be calculated on the number of years for which bidder has financial data. if it meets the value required in the Bidding Documents, bidder will still be evaluated without disqualification. For bidders who are business households, it is not required to submit financial reports, but bidder must provide documents proving revenue corresponding to tax obligations.

(5) In case the goods are products manufactured by Vietnamese bidder in substitution of imported ones, the bidder must prove that the design capacity or the manufacturing output in a month meets the requirements.

In case the bidder is both a manufacturer and a supplier (some of the goods offered by the bidder in the bid are self-manufactured, the remaining goods are purchased by the bidder from other manufacturers or supplier), in addition to the declaration of manufacturing capability, the bidder can choose to also declare the experience in performing similar contracts according to the contents specified in Section 4-Table 01. Thereafter, the evaluation of bidder's experience will be based on the contract supplying similar goods (corresponding to the part of goods purchased by the bidder from other manufacturers or suppliers) and the bidder's manufacturing capacity (corresponding to the amount of goods self-manufactured).

Bidders can use documents such as sales invoices, inventory quantities... to prove the output produced in 1 month; use documents to prove the design capacity of the factory and production line manufacturing output.

(6) If Bidder lacks commitment, it can be supplemented during evaluation process. In case Bidder fails to supplement the commitment within a reasonable time at the request of the Investment owner, Bidder's bid shall be considered not complying the requirements for warranty, maintainance, repair service, supply spare parts or other after-sales services and be disqualified.

2.2. Evaluation criteria of key personnel: *Not applicable.*

If Bidding Documents require key personnel, Bidder shall be obligated to prove the ability to maneuver these personnel for this Bidding package implementation. Bidder shall provide detailed information about the proposed key personnel and personnel's professional resume and qualification record according to Forms 06A, 06B, 06C Chapter IV. Key personnel may be on the contractor's payroll or mobilized by the contractor. In case the key personnel declared by the bidder in the Bid does not meet the requirements, the Investment owner shall allow the bidder to clarify, change or provide additional key personnel to meet the requirements set forth in Bidding Documents within a reasonable period of time but not less than 03 working days. Bidder can replace once for each unqualified personnel. In case the Bidder does not have a replaceable personnel, who meets the requirements of the Bidding Documents, the Bid will be rejected. In any case, if bidder intentionally provides untruthful information regarding key personnel in the Bids with the aim of falsifying the Bidder selection result,, the bidder shall not be permitted to change personnel, have its Bid rejected and be considered fraudulent as stipulated in Point b, Clause 4, Article 16 of the Procurement Law and shall be handled in accordance with Clause 1, Article 133 of Decree No. 214/2025/ND-CP.

Requirements for key personnel are according to Table 03 below. Experience in similar fields is expressed in the minimum number of years of personnel performing in similar fields or the minimum number of contracts in similar fields. The number of years of experience of key personnel is calculated from the time such personnel start performing the similar job to bid closing time. Bidder must provide detailed information about the proposed key personnel according to Form No. 06A Chapter IV to prove its compliance with key personnel requirements as below:

Table 03: Key personnel requirements ⁽¹⁾

No	Position	Quantity	Experience in similar fields	Qualifications /Certificates ⁽²⁾
1			<i>minimum __year or minimum __contract</i>	
2			<i>minimum __year or minimum __contract</i>	
3				
...				

Bidder must provide detailed information of proposed key personnel and experience profile in Form No.06A, No.06B and No.06C Chapter IV.

2.3. Evaluation criteria of labour employment:

Bidders must submit commitments enclosed with their Bids stating that if it is to

win the Bid, the Bidder shall use domestic labour for job positions that domestic labour are qualified and capable of providing, especially unskilled labour.

Foreign labour can only be used when domestic labour do not meet the requirements. In case of using foreign labour, the bidder must provide documents proving that domestic labour do not meet the requirements. Bids that do not meet the requirements of the Bidding Documents on labour employment will be rejected.

If Bidder lacks commitment, it can be supplemented during evaluation process. In case Bidder fails to supplement the commitment within a reasonable time at the request of the Investment owner, Bidder's bid shall be considered not complying the requirements on labour employment and be rejected.

Item 3. Technical evaluation criteria

Bidders will be evaluated and scored with each criterion corresponding to the level of satisfaction of the Bids. The evaluation is based on the contractor's declaration of compliance with the requirements and the supporting documents required by the Bidding Document, demonstrating the level of satisfaction of the Bidding Document requirements.

No	Technical evaluation criteria	Technical points of basic detailed criteria (t _{ji})	Proportion of basic detailed criteria (w _{ji})	Technical points of general criteria (S _j)	Proportion of general criteria (W _j)	Technical points (S _j *W _j)	Minimum score with general criteria
I	All goods submitted for bidding must comply with all technical specifications, including the requirements for after-sales service. The method of determining points is as follows:	100	100%	100	90%	90	0
1	Get 100% of the points by meeting all the requirements simultaneously: - For gNodeB 5G 64T64R: Total score ≥ 2400 and score of all general criteria and score of all basic detailed criteria specified in the bidding documents being equal to or higher than minimum required score. -For OMC: Total score ≥ 800 and score of all general criteria and score of all basic detailed criteria specified in the bidding documents being equal to or higher than minimum required score.						
2	Get 0% if any of the following requirements is not met: - For gNodeB 5G 64T64R: Total score < 2400 or/and score of 01 of general criteria or/and score of 01 of basic detailed criteria specified in the bidding documents being lower than the minimum required score - For OMC: Total score < 800 or/and score of 01 of general criteria or/and score of 01 of basic detailed criteria specified						

No	Technical evaluation criteria	Technical points of basic detailed criteria (t _{ji})	Proportion of basic detailed criteria (w _{ji})	Technical points of general criteria (S _j)	Proportion of general criteria (W _j)	Technical points (S _j *W _j)	Minimum score with general criteria
	in the bidding documents being lower than the minimum required score.						
II	Commitments	100	100%	100	5%	5	5
	The method of determining points is as follows:						
1	Get 100% of the points by meeting all the requirements simultaneously: The Bidder has a written commitment to information security with full content as prescribed in Chapter II - Bidding data table, Section ITB 10.10, even after requesting additional information and clarification (if any)						
2	Get 0% if any of the following requirements is not met: Bidders lack a written commitment to information security or has the written commitment but the content is incomplete as specified in Chapter II - Bidding Data Table, Section ITB 10.10, even after requesting additional information and clarification						
III	Delivery schedule	100	100%	100	5%	5	5
	The method of determining points is as follows:						
1	Get 100% of the points by meeting all the requirements simultaneously: Offered delivery schedule complies with the delivery schedule state in chapter V item 1-point 1.3 even after clarification (if any)						
2	Get 0% if any of the following requirements is not met: Offered delivery schedule does not comply with the delivery schedule state in chapter V						

No	Technical evaluation criteria	Technical points of basic detailed criteria (t _{ji})	Proportion of basic detailed criteria (w _{ji})	Technical points of general criteria (S _j)	Proportion of general criteria (W _j)	Technical points (S _j *W _j)	Minimum score with general criteria
	item 1- point 1.3 even after clarification						
Total Score						100	80

A Bids with total score ≥ 80 and score of all general criteria being equal to or higher than minimum required score will be considered technically satisfactory and will continue to be considered financially.

A Bids with total score < 80 or/and score of 01 of general criteria being lower than the minimum required score shall not be considered technically satisfactory and will not continue to be considered financially.

Technical requirements are stated in Chapter V.

Item 4. Financial evaluation criteria

Method of evaluated price:

Evaluated price is determined as follows:

Step 1. Determination of bid price.

Step 2. Errors correction (implemented as specified in Notes (1)).

Step 3. Deviations adjustment (implemented as specified in Notes (2)).

Step 4. Determination of bid price (exclude tax, fees, and charges (if any)) after correction of errors, adjustment of deviations, deduction of discounts (if any).

Step 5. Conversion of Bid price into common currency (if any).

Step 6. Determination of evaluated price:

Evaluated price is determined in accordance with the following formula:

$$G_{DG} = G \pm \Delta_G + \Delta_{UD}$$

Therein:

- G is bid price determined in Step 4 of this Article;

- Δ_{UD} is the value to be added if the provided Goods are not entitled to margin of preference in accordance with ITB 31 (if any).

- Δ_G is the value of elements to convert on the same ground for whole use life cycle of goods and works included:

$$\Delta_G = \Delta_{G1} + \Delta_{G2}$$

Δ_{G1} = Costs according to payment schedule

In case bidders propose different propose payment terms different from which stipulated in the GCC of this Bidding Document, the cost according to such payment term

schedule of Bidders shall be transferred to Net Present Value (NPV) with the interest rate of 11.2% per annum to calculate the evaluation price (the gap between NPV and the bid price);

Δ_{G2} = Cost of power consumption for 8 years. Cost of power consumption for 8 years shall be assessed based on Net Present Value with the following factors:

- Discount rate used for calculating Net Present Value: 11.2%;
- $\Delta_{G2 \text{ system/year}} = P * 365 * 24 * 2,111 \text{ VND (before VAT). Therein:}$

- $P = P_{\text{BBU}} + \text{Number of AAUs provided per system} * P_{\text{AAU}}$
 - P_{AAU} : The power consumption of AAU in the condition that AAU transmits 1 5G cell with 100MHz bandwidth massive mimo 16DL/4UL, transmitting capacity 320W, efficiency (TU PRB DL) = 70%, room temperature conditions. This value is proven by the bidder in the Bids.
 - P_{BBU} : power consumption capacity of BBU in the following conditions: The station simultaneously transmits all AAU units as specified in the bids; Each AAU transmits 1 5G cell with 100MHz bandwidth massive mimo 16DL/4UL, transmitting capacity 320W. Performance per AAU (TU PRB DL) = 70%, room temperature conditions. This value is proven by the bidder in the Bids.

Step 7. Ranking of Bidders: Bid with the lowest evaluated price shall be ranked first.

Note:

- (1) Error corrections: Provided that Bids are fundamentally eligible, the correction of arithmetic and others errors shall be conducted in accordance with the following principles:
 - a) The arithmetic errors include addition, subtraction, multiplication, division inaccuracies when calculating Bid price. Should there be discrepancy between unit price and total price, unit price shall be the basis for error corrections. Should there be unusual discrepancy in unit price caused by decimal mistake (10 times, 100 times, and 1,000 times), total price shall be the basis for error corrections. Should the column “unit price” and “total price” not recorded or recorded with value “0”, Bidder shall be deemed to have distributed the price of such works into others works under the Bid package. In such cases, Bidders are still responsible for whole implementation of such works as specified in BD and shall not receive payment from the Investment owner during the implementation of contract.
 - b) Other errors:
 - Should total price is to be provided but without unit price correspondent, the unit price shall be additionally determined by dividing the total price by quantity. Should unit price is to be provided but without total price correspondent, the total price shall be additionally determined by multiplying the unit price by quantity. Should unit price and total price are to be provided but without quantity correspondent, the quantity shall be additionally determined by dividing the total price by the unit price. Should the quantity determined above differs from the

quantity required by BD, such discrepancy shall be considered as scope of work deviation and thereby be adjusted following Step 3;

- Errors on calculation unit: correct on basis of BD's requirements;
- Errors on unit: use of “,” (comma) instead of “.” (dot) and vice versa: to be corrected in accordance with Vietnamese punctuation. When comma or dot in Bid unit price is shown to be clearly misplaced, add-up value of all items shall prevail and Bid unit price shall hereby be corrected accordingly;
- Should there be add-up errors, wherein all components' added-up value does not match presented total price, total price shall be amended on basis of components' price.
- Should there be in-number and in-word discrepancy, in-word shall be the basis for rectification. Should in-word is inaccurate, in-number after correction as regulated in this Item shall prevail;

(2) Deviation adjustment:

- a) Should there be scope of work deviation, the insufficient value shall be added, and the excessive value shall be omitted based on correspondent unit price in Bid;
 - Should there be insufficiency deviation in Bid's scope of supply (insufficient work compared to supply requirements) without correspondent unit price, adjustment shall be carried out as follows:
 - The highest bid unit price for the responsive part of work in Bid of other Bidders who have passed the technical evaluation round shall be used as the basis for adjustment. Should there be no unit price for such responsive work in Bid of other Bidders having passed the technical evaluation round, unit price in approved Bid budgeting shall be the basis. Should there be no Bid budgeting, unit price comprising Bid package price shall be the basis.
 - Should there be only one Bidder passes the technical evaluation round, correspondent unit price in such Bid shall be the basis for adjustment. Should there be no correspondent unit price in such Bid, unit price in Bid budgeting shall be the basis. Should there be no Bid budgeting, unit price comprising Bid package price shall be the basis.
- b) Should Bidders offer Letter of discount, correction and adjustment are to be performed on Bid price exclusion of discount. The percentage (%) of insufficiency deviation is determined based on Bid price as recorded in Application Letter.
- c) Regarding taxes, fees and charges according to the regulations of the Government, if bidder's bid is insufficient or incorrect, the Investment owner, Expert team shall recalculate and adjust the deviation according to the recalculated value. This deviation is not included in the percentage (%) of the deviation of insufficiency.

Item 5. Alternative Technical proposals in Bids (if any): *Not applicable*

Item 6. If the Bid package is divided into independent Parts (if any): *Not applicable*

If the Bid package is divided into independent Parts (Lots) as prescribed in ITB 13.4, evaluation shall be as follow:

+ Bidder can participate in one or several lots. Evaluation for each lot is independent. Bidder can submit one application letter for each lot or one application letter for all participating lots with detail submit price for each lot.

+ For Bid security (if Bid Security is required according to ITB 18.1 Chapter II): Bidder can submit one bid security for each lot or one bid security for all participating lots (provided that value of bid security shall be at least equal to the total value of bid security for all participating lots or general bid security shall have detail value for each lot)

+ For capability and experience requirements: Bidder needs to meet the requirements for each participating lot. Bidder may only be proposed to win multiple bidding lots when the total requirements on production capacity of those bidding lots are met, and Bidder is capable of achieving the delivery schedule and contract implementation schedule as specified in BD for multiple lots at the same time.

2. Bids evaluation and consideration for the winning Bid must ensure that total proposed bid-winning price is the lowest (Method of lowest price); total evaluated price is the lowest (Method of evaluated price); total score is the highest (Method of combination of technical aspect and price) and total proposed bid-winning price does not exceed approved Bidding package price, inconsiderate of each lot estimated cost.

3. In case there are one or many lot(s) of this Bid package having no Bidder attended and/or qualified for BD's requirements, the Investment owner shall thereby report to the Competent person for adjustment of Bid selection plan by splitting such lot(s) to a separate Bid package. As such, Bidding package price shall be equivalent to total estimated cost for remaining lot(s). The selection of Bidder(s) for lot(s) which are participated shall nevertheless follow regulation on this Item.

4. Should there be one Bidder winning the Bidding package, there would be one contract for such Bidding package. Should there be several Bidders winning independent lots, there would be several contracts accordingly.

Chapter IV. BIDDING FORMS

- Form No.01A. Application letter (For Bidder without discount proposal or Bidder with discount proposal in separate Letter of Discount);
- Form No.01B. Application letter (For Bidder with discount proposal in Application Letter);
- Form No. 02. Authorization Letter;
- Form No. 03. Alliance Agreement;
- Form No. 04A. Bid security (applied for independent Bidder);
- Form No. 04B. Bid security (applied for alliance Bidder);
- Form No. 05A. Similar performed contracts;
- Form No. 05B. Report on Manufacturing Capability;
- Form No. 06A. Proposal of key personnel;
- Form No. 06B. Professional resume of key personnel;
- Form No. 06C. Qualification record;
- Form No. 07. Incomplete contracts (goods supplying contract, EPC contract, EP contract, PC contract, Turnkey contract) due to bidder's fault in the past;
- Form No. 08. Bidder's financial situation;
- Form No. 09A. Scope of work for sub-contractors;
- Form No. 09B. List of subsidiary companies undertaking a part of the work of the bidding package;
- Form No. 10A. Bidder information sheet;
- Form No. 10B. Alliance member information sheet.
- Form No. 11. Summary of Bid Price
- Form No. 11(a1). Price Schedule for Goods manufactured, processed overseas
- Form No. 11(a2). Price Schedule for Goods manufactured, processed in domestic country or Goods manufactured, processed overseas and have been imported and offered in Vietnam
- Form No. 11(b). Price Schedule for related Services
- Form No. 12. List of domestic production costs for preferential goods (if Bidder declares import expenses)
- Form No. 13. List of domestic production costs for preferential goods (if Bidder declares production costs in Vietnam)

APPLICATION LETTER ⁽¹⁾

(For Bidder without discount proposal or Bidder with discount proposal in separate Letter of Discount)

Date: ___ *[note down date/ month/ year]*

Package: ___ *[note down bidding package name referred in Invitation for Bids, BDs]*

Project: ___ *[note down project name]*

Invitation letter number: ___ *[note down Invitation letter number for limited bidding only]*

To: ___ *[note down full and exact name of Investment owner]*

After thorough consideration of the Bidding Documents and its amendment for the Bid package No. ___ *[note down No. of written amendment (if any)]* which we have received, we, ___ *[note down name of Bidder]*, commit to perform the Bid Package ___ *[note down name of Bid Package]* in accordance with the requirements in Bidding Documents with total offered amount of ___ *[show value in number, words and currency of the Bids]* ⁽²⁾ and attached Price Schedule.

The Bid package implementation time is ___ *[note down implementation time for all works according to requirements of Bidding Documents]* ⁽³⁾.

We commit:

1. Not to be in the process of dissolution or having Business registration certificate, cooperative registration certificate, union of cooperatives registration certificate or cooperative group registration certificate revoked; not falling into a case of insolvency specified by the bankruptcy law (For business household: not being in the process of operation termination nor having its business household registration certificate revoked);
2. Being a financial independent entity.
3. Not to infringe the regulations on ensuring competitiveness in procurement.
4. Has fulfilled tax obligations of the latest fiscal year compared to the deadline for submission of Bids.
5. Not in the period of being banned from bidding in accordance with the Procurement Law.
6. Not being examined for penal liability (For business household: its head is not being examined for penal liability).
7. Within 03 years before the bid closing time, does not have personnel (signed a labour contract with the bidder at the time the personnel committed the violation) whom is convicted

by the Court of violating regulations on bidding that cause serious consequences according to the provisions of Criminal Law for the purpose of facilitating that bidder to win the bid selection.

8. Not to carry out acts of corruption, bribery, bid-rigging, obstructing and infringement of other provisions of the Procurement law when attending this Bid package.

9. To declare earnest information in this Bid.

10. On the circumstance that we are the successful bidder, the Bids and additional documents, clarification documents under the Bids shall form a binding agreement between the two parties until the contract is signed.

11. If our Bid is accepted, we commit to perform our obligations covering contract performance security set forth in Item 39 ITB this BD.

12. Commit to be responsible when participating in bidding and commit not to violate the cases stated in Item 18.5 ITB.

This Bid Proposal shall be valid within _____⁽⁴⁾ days, from the date _____ month _____ year _____⁽⁵⁾

Bidder's legal representative ⁽⁶⁾

[Name, title, signature and seal ⁽⁷⁾*]*

Note:

(1) Bidder's attention required: the Application Letter must be written in full and with accurate information about the name of the Investment owner, the Bidder, the effective time of the Bids, and signed, sealed by the legal representative of the Bidder.

(2) Bid price stated in the Application Letter must be specified and fixed in number, in words and consistent with total price recorded in Summary of Bid Price. Bidder may not offer varying bid price or attach detrimental conditions for the Investment owner. Should the Bid package is divided into independent Parts, Bidder is expected to quote price for each Part and the total price for all Parts which they participate. If Bidding Documents allows for quotation in different currencies, Bidder must specify values of each currency in number and in words.

(3) Bid package implementation time as stipulated in the Application Letter must be compliant with the technical proposal and delivery schedule, service implementation (if any) as stipulated in the Bids.

(4) Note down numbers of days in validity as stipulated in **BDS 17.1**. Effective time of Bids is calculated from the Bid closing date to the last effective date as stipulated in Bidding Documents. From Bid closing time to the end of 24 hours of the Bid closing date is counted as 1 day.

(5) Note down the closing date as stipulated in **BDS 21.1**.

(6) In case the legal representative of the Bidder grants authority to subordinate to sign Application Letter, Authorization Letter in accordance with Form 02 of this Chapter must be enclosed; in case in the company charter or in other related documents with assignment of responsibilities to subordinate to sign Application Letter, such documents must be enclosed (Authorization Letter in accordance with Form 02 of this Chapter may not be required). Should Bidder participate as Co-Bidder, Application Letter must be signed by the legal representative of each and every Alliance member, unless Alliance Agreement as Form No. 03 of this Chapter states that an appointed member of the Alliance shall sign the Application Letter. If each member of Alliance has authorized to sign the Application Letter, they are to perform as independent Bidder. If Bidder wins the bid, it must present notarized copies of such documents to the Investment owner

prior to contract signing. In case initially declared information is inaccurate, the Bidder shall be considered an infringing **ITB 4**.

(7) Provided that Foreign Bidder has no stamp, such Bidder must submit confirmation from a competent authority certifying that Application Letter and other documents are duly signed by the representative of the Bidder.

APPLICATION LETTER ⁽¹⁾*(For Bidder with discount proposal in Application Letter)*Date: ___ *[note down date/ month/ year]*Package: ___ *[note down bidding package name referred in Invitation for Bids, BDs]*Project: ___ *[note down project name]*Invitation letter number: ___ *[note down Invitation letter number for limited bidding only]*To: ___ *[note down full and exact name of Investment owner]*

After thorough consideration of the Bidding Documents and its amendment for the Bid package No. ___ *[note down No. of written amendment (if any)]* which we have received, we, ___ *[note down name of Bidder]*, commit to perform the Bid Package ___ *[note down name of Bid Package]* in accordance with the requirements in Bidding Documents with total offered amount of ___ *[show value in number, words and currency of the Bids]* ⁽²⁾ and attached Price Schedule.

We commit to deduct from total amount of Bid quoted price a discount of: ___ *[show discount amount in number, words and currency of the Bids]* ⁽³⁾.

Quoted price after discount is: ___ *[show value in number, words and currency of the Bids]*.

The Bid package implementation time is ___ *[note down implementation time for all works according to requirements of Bidding Documents]* ⁽⁴⁾.

We commit:

1. Not to be in the process of dissolution or having Business registration certificate, cooperative registration certificate, union of cooperatives registration certificate or cooperative group registration certificate revoked; not falling into a case of insolvency specified by the bankruptcy law (For business household: not being in the process of operation termination nor having its business household registration certificate revoked);
2. Being a financial independent entity.
3. Not to infringe the regulations on ensuring competitiveness in procurement.
4. Has fulfilled tax obligations of the latest fiscal year compared to the deadline for submission of Bids.
5. Not in the period of being banned from bidding in accordance with the Procurement Law.
6. Not being examined for penal liability (For business household: its head is not

being examined for penal liability).

7. Within 03 years before the bid closing time, does not have personnel (signed a labour contract with the bidder at the time the personnel committed the violation) whom is convicted by the Court of violating regulations on bidding that cause serious consequences according to the provisions of Criminal Law for the purpose of facilitating that bidder to win the bid selection.

8. Not to carry out acts of corruption, bribery, bid-rigging, obstructing and infringement of other provisions of the Procurement law when attending this Bid package.

9. To declare earnest information in this Bid.

10. On the circumstance that we are the successful bidder, the Bids and additional documents, clarification documents under the Bids shall form a binding agreement between the two parties until the contract is signed.

11. If our Bid is accepted, we commit to perform our obligations covering contract performance security set forth in Item 39 ITB this BD.

12. Commit to be responsible when participating in bidding and commit not to violate the cases stated in Item 18.5 ITB.

This Bid Proposal shall be valid within ____⁽⁵⁾ days, from the date ____ month ____ year ____⁽⁶⁾

Bidder's legal representative ⁽⁷⁾

[Name, title, signature and seal ⁽⁸⁾*]*

Note:

(1) Bidder's attention required: the Application Letter must be written in full and with accurate information about the name of the Investment owner, the Bidder, the effective time of the Bids, and signed, sealed by the legal representative of the Bidder.

(2) Bid price stated in the Application Letter must be specified and fixed in number, in words and consistent with total price recorded in Summary of Bid Price. Bidder may not offer varying bid price or attach detrimental conditions for the Investment owner. Should the Bid package is divided into independent Parts, Bidder is expected to quote price for each Part and the total price for all Parts which they participate. If Bidding Documents allows for quotation in different currencies, Bidder must specify values of each currency in number and in words.

(3) Specify whether the discount will be applied for the whole bid package or a specific part or any part, item (specify part of work to be discounted).

(4) Bid package implementation time as stipulated in the Application Letter must be compliant with the technical proposal and delivery schedule, service implementation (if any) as stipulated in the Bids.

(5) Note down numbers of days in validity as stipulated in **BDS 17.1**. Effective time of Bids is calculated from the Bid closing date to the last effective date as stipulated in Bidding Documents. From Bid closing time to the end of 24 hours of the Bid closing date is counted as 1 day.

(6) Note down the closing date as stipulated in **BDS 21.1**.

(7) In case the legal representative of the Bidder grants authority to subordinate to sign Application Letter, Authorization Letter in accordance with Form 02 of this Chapter must be enclosed; in case in the company charter or in other related documents with assignment of responsibilities to subordinate to sign

Application Letter, such documents must be enclosed (Authorization Letter in accordance with Form 02 of this Chapter may not be required). Should Bidder participate as Co-Bidder, Application Letter must be signed by the legal representative of each and every Alliance member, unless Alliance Agreement as Form No. 03 of this Chapter states that an appointed member of the Alliance shall sign the Application Letter. If each member of Alliance has authorized to sign the Application Letter, they are to perform as independent Bidder. If Bidder wins the bid, it must present notarized copies of such documents to the Investment owner prior to contract signing. In case initially declared information is inaccurate, the Bidder shall be considered an infringing **ITB 4**.

(8) Provided that Foreign Bidder has no stamp, such Bidder must submit confirmation from a competent authority certifying that the signatures in Application Letter and other documents are duly signed by the representative of the Bidder.

AUTHORIZATION LETTER ⁽¹⁾

Today, date ____ month ____ year ____, in ____

I am ____ [*note down name, ID number, title of the legal representative of the Bidder*], is the legal representative of ____ [*note down name of Bidder*] located at ____ [*note down address of the Bidder*] by this letter, grant authority to ____ [*name, ID or passport number, title of the authorized*] to perform following work under the Bid package ____ [*name of the Bid package*] under the project ____ [*name of the project*] organized by ____ [*note down name of Investment owner*]:

[-Sign the application letter;

- Sign the Alliance Agreement (if any);

- Sign transaction documents to the Investment owner during bidding process, including request for Bidding Documents clarification and Bid clarification, or request for Bid withdrawing, modification, substitution of Bid proposals;

- Participate in negotiation and finalization of the contract;

- Sign petition letter when Bidder has any complaint;

- Sign contract with Investment owner if chosen]⁽²⁾.

The above mentioned authorized person only performs works within the scope of authorization for and on behalf of the legal representative of ____ [*name of the Bidder*]. ____ [*Name of the legal representative of the Bidder*] is completely responsible for the work that the authorized person ____ [*name of the authorized person*] performs under the scope of authorization.

This authorization letter is under effect from the date ____ to date ____⁽³⁾. This authorization letter is made into ____ originals with equal legal value, the authorizer shall keep ____ original, the authorized person shall keep ____ original, the Investment owner shall keep ____ original.

Authorized person

[name, title of the authorized person; signed and sealed (if any)]

Authorizer

[name, title of the Bidder's legal representative; signed and sealed]

Note:

(1) In case of authorization, the original authorization letter must be submitted to the Investment owner together with Application letter as stipulated in ITB 19.3. This extends to authorization granted by legal representative of Bidder towards subordinates, second in command, Manager of branch, head of representative office of the Bidder to be for and on behalf of the legal representative of the bidder to perform one or more tasks above. Stamp to be used may be stamp of Bidder or stamp of entity related to the authorized person. The authorized person is not entitled to grant authority to other persons.

(2) Authorization scope covers one or more tasks mentioned above.

(3) Noted down the effective date and expiry date of the authorization letter which should be suitable to the bidding process.

ALLIANCE AGREEMENT ⁽¹⁾

_____, date __ month __ year ____

Bid Package: ____ [*noted down package name*]Project: ____ [*noted down project name*]

Pursuant to ⁽²⁾ ____ [*the Law on Procurement No. 22/2023/QH15 dated 23/06/2023 passed by National Assembly*].

Pursuant to ⁽²⁾ ____ [*the Government Decree No. ... dated ... by Government regarding to detailed regulations for implementation of some articles of the Law on Procurement of contractor selection*];

Pursuant to Bidding Documents of the Bid package __ [*noted down name of Bid package*] date __ month __ year __ [*date on Bidding Documents*];

We, representatives of parties sign the Alliance Agreement, are consisting of:

First alliance's member: ____ [*name of first member*]

Represented by: _____

Title: _____

Address: _____

Tel: _____

Fax: _____

E-mail: _____

Bank account: _____

Tax code: _____

Letter of Authorization No. ____ date __ month __ year __ (applicable only in case of authorization).

Second alliance's member: ____ [*note down name and information of second member, ...*]

Parties (hereinafter called Partners) agree to sign the Alliance agreement with the following provisions:

Article 1. General scope

1. Partners are voluntary and equal to each other to attend the bid package __ [*package name*] under the project __ [*project name*].

2. Partners unify the following transaction name of the Alliance for all transactions relevant to the above package is: ____ [*name of the Alliance according to agreement*].

3. All partners commit not to attend the bid separately or not cooperate with other partners to join the bid package. In the event of winning the bid, no partners are allowed to refuse their responsibilities stipulated in the Contract without permission in writing of other

partners. The partner rejecting all his responsibilities as agreement shall be settled as follows:

- Indemnify for the loss of partners;
- Indemnify for the loss of Investment owner as regulated in the Contract;
- Other sanctions ___[Clarify the detail methods].

Article 2. Assignment of responsibility

All partners agree the assignment of responsibility to perform the bid package ___[package name] under the project ___[project name] to each partner as bellows:

1. The head of the Alliance:

All partners agree to authorize ___[Name a partner] to become head of the Alliance, represent the Alliance to deal with the following ⁽³⁾:

- [- Sign the application letter;*
- Sign transaction documents to the Investment owner during bidding process, including request for Bidding documents clarification and clarification for Bid or request for withdrawal of Bid, modification, substitution of Bid proposals;*
- Perform bid security for the Alliance (if Bid Security is required according to ITB 18.1 Chapter II of Bidding Document);*
- Participate in negotiation and finalization of contract;*
- Sign petition letter when Bidder has any complaint;*
- Other tasks aside signing Contract ___[List the details of other tasks (if any)].*

2. All members of the Alliance agree the assignment of responsibility to perform works as below ⁽⁴⁾:

No.	Name	Details of work	Ratio % compared to total bid price
1	Name of the head of the Alliance	- ___ - ___	- ___ % - ___ %
2	Name of the second member	- ___ - ___	- ___ % - ___ %
....
Total		The entire work of the Package	100%

Article 3. Alliance Agreement's validation

1. The Agreement shall be of full force and effect as of the signing date.
2. The Agreement shall be terminated if:
 - Parties complete their responsibility and sign Contracts Liquidation;
 - Parties agree to terminate;

- Bid unsuccessful;
- Cancellation of Bid package ____ *[package name]* under the project ____ *[project name]* by the Investment owner's notice.

This Alliance Agreement is made in ____ originals with equal legal value, each party keeps ____ original.

Representatives of the head of Alliance **Representatives of the head of Alliance member**
[Name, Title, Signature and Seal]

[Name, Title, Signature and Seal]

Note:

(1) In case the bid package is divided into independent Parts, the Alliance Agreement must specify the name and identification of the Part(s) which the Alliance participates, clearly clarifying the general responsibility and specific responsibility of each partner for bidding Parts.

(2) Update of legal documents under the current regulations.

(3) Scope of authorization includes one or more of the above works.

(4) Bidder must specify contents of detailed work and estimated equivalent value of work performed, general responsibility and specific responsibility of each partner, inclusion of head of the Alliance. The division of work in the alliance must be based on the items in the Price Schedule or according to the work in the production process of the items in the Price Schedule; The division of work in the alliance may not assign works that do not belong to these items or do not belong to the production process of these items.

BID SECURITY ⁽¹⁾*(Applied for independent Bidder)*

Beneficiary: ___ [*name and address of the Investment owner as prescribe in BDS 1.1 and BDS 5.1e*]

Issuing date: ___ [*note down issuing date*]

Bid Guarantee No: ___ [*Reference No*]

Guarantor: ___ [*name and address of place of issue, unless indicated in the letterhead*]

We have been informed that ___ (*name of the Bidder*) (hereinafter called the “Applicant”) will attend the Bid package ___ (*name of the Bid package*) belong to the project ___ (*the name of the project*) under the Letter/ Notice of Invitation for Bids No ___ (*reference No of Letter/ Notice of Invitation for Bids*).

We commit with the Beneficiary that we guarantee for the Applicant who participate in the Bids by the amount of ___ (*the amount in figures, in words, and currency*).

This Bid Security shall be valid within ___ ⁽²⁾ days, from date ___ month ___ year ___ ⁽³⁾.

Under request from the Applicant, we, as the Guarantor, irrevocably undertake to pay to the Beneficiary any sum or sums not exceeding in total an amount of ___ (*the amount in figures, in words, and currency*) upon the receipt of written notice from the Beneficiary stating that ⁽⁴⁾:

1. The Applicant has withdrawn his Bids or refused to perform task(s) proposed in the Bids as required by the Bidding Documents after the Deadline for submission of Bids and within the validity of Bids;

2. The Applicant has violated the Procurement laws, which leads to cancellation of Bid package;

3. The Applicant has not executed or refused to negotiate the contract within 10 days from the receipt date of Contract Negotiating invitation, or negotiated the contract but refuses to finalize and sign the contract negotiation memorandum, include the event of online negotiation;

4. The Applicant has not executed or has refused to finalize the contract within 20 days since its receipt of Investment owner’s Bidder selection result notification, except of Force Majeure;

5. The Applicant has not executed or has refused to sign the contract within 20 days since the date of contract finalization, except of Force Majeure;

6. The Applicant has not submitted Performance Bond as stipulated in the Item 39.1 ITB this BD.

In case the Applicant is successful Bidder: This guarantee will expire right after the Applicant signs the contract and submits Performance Bond to the Beneficiary as stipulated in the Contract.

In case the Applicant is unsuccessful Bidder: This guarantee will expiry right after we receive the copy of notice of bid selection result from the Beneficiary to the Applicant or within 30 days after the expiry period of Bids, whichever comes first.

Any claim for payment under this Guarantee must be received by us at the office indicated above before or on that date.

Representative of the Bank

[name, title, sign and stamp]

Note:

(1) If the Guarantee Letter violates one of these regulations as following: lower guarantee amount, shorter validity period than stipulation in item 18.2 BDS, incorrect Investment Owner's name (the Beneficiary), not be original and no valid signature, signed before the Investment owner issue the Bidding Documents or having the disadvantage conditions for the Investment owner, the Guarantee Letter will be considered invalid. This Guarantee Letter is irrevocable. In case of necessity for large-scale bidding packages, in order to ensure the interests of the Investment owner in confiscating the value of the bid security when the contractor violates the provisions of the Bid Security, Investment owner may request the bidder to provide documents to prove that the Guarantee Letter submitted in the bid is irrevocable.

(2) Written as stipulated in item 18.2 of **BDS**.

(3) Noted down the date which having the bid closing date as stipulated in item 21.1 **BDS**.

(4) In case the Guarantee Letter lacks one or several commitments in this form, it shall be considered accompanying with unfavorable conditions to Investment owner as prescribe in item 18.3 of ITB and shall be considered invalid.

BID SECURITY ⁽¹⁾*(Applied for Co-bidding)*

Beneficiary: ___ [*name and address of the Investment owner as prescribe in BDS 1.1 and BDS 5.1e*]

Issuing date: ___ [*note down issuing date*]

Bid Guarantee No: ___ [*Reference No*]

Guarantor: ___ [*name and address of place of issue, unless indicated in the letterhead*]

We have been informed that ___ (*name of the Bidder*) ⁽²⁾ (hereinafter called the “Applicant”) will attend the Bid package ___ (*name of the Bid package*) belong to the project ___ (*the name of the project*) under the Letter/ Notice of Invitation for Bids No ___ (*reference No of Letter/ Notice of Invitation for Bids*).

We commit with the Beneficiary that we guarantee for the Applicant who participate in the Bids by the amount of ___ (*the amount in figures, in words, and currency*).

This Bid Security shall be valid within ___ ⁽³⁾ days, from date ___ month ___ year ___ ⁽⁴⁾.

Under request from the Applicant, we, as the Guarantor, irrevocably undertake to pay to the Beneficiary any sum or sums not exceeding in total an amount of ___ (*the amount in figures, in words, and in currency*) upon the receipt of written notice from the Beneficiary stating that ⁽⁵⁾:

1. The Applicant has withdrawn his Bids or refused to perform task(s) proposed in the Bids as required by the Bidding Documents after the Deadline for submission of Bids and within the validity of Bids;

2. The Applicant has violated the Procurement laws, which leads to cancellation of Bid package;

3. The Applicant has not executed or refused to negotiate the contract within 10 days from the receipt date of Contract Negotiating invitation, or negotiated the contract but refuses to finalize and sign the contract negotiation memorandum, include the event of online negotiation;

4. The Applicant has not executed or has refused to finalize the contract within 20 days since its receipt of Investment owner’s Bidder selection result notification, except of Force Majeure.

5. The Applicant has not executed or has refused to sign the contract within 20 days since the date of contract finalization, except of Force Majeure;

6. The Applicant has not submitted Performance Bond as stipulated in the Item 39.1 ITB this BD;

7. If any member of the Alliance ____ *[name of the Alliance]* violated the law's regulation, which make the Applicant not to be refunded the Bid security as stipulated in item 18.5 ITB this BD, Bid security of all members of the Alliance shall not be returned.

In case the Applicant is successful Bidder: This guarantee will expire right after the Applicant signs the contract and submits Performance Bond to the Beneficiary as stipulated in the Contract.

In case the Applicant is unsuccessful Bidder: This guarantee will expiry right after we receive the copy of notice of bid selection result from the Beneficiary to the Applicant or within 30 days after the expiry period of Bids, whichever comes first.

Any claim for payment under this Guarantee must be received by us at the office indicated above before or on that date.

Representative of the Bank

[name, title, sign and stamp]

Note:

(1) If the Guarantee Letter violates one of these regulations as following: lower guarantee amount, shorter validity period than stipulation in item 18.2 BDS, incorrect Investment owner's name (the Beneficiary), not be original and no valid signature, signed before the Investment owner issue the Bidding Documents or having the disadvantage conditions for the Investment Owner, the Guarantee Letter will be considered invalid. This Guarantee Letter is irrevocable. In case of necessity for large-scale bidding packages, in order to ensure the interests of the Investment owner in confiscating the value of the bid security when the contractor violates the provisions of the Bid Security, Investment Owner may request the bidder to provide documents to prove that the Guarantee Letter submitted in the bid is irrevocable.

(2) Name of the Bidder can be:

- Name of the Alliance, example: The Alliance A+B attend the Bids, please note name of the Bidder as "The Alliance A+B";

- Name of the member who is responsible for Bid security for whole Alliance or for another member of Alliance, example: the Alliance A+B+C attend the Bid package, in case Alliance Agreement states that A will be responsible for Bid Security for the whole Alliance, please note name of the Bidder as "A (on behalf of alliance A+B+C)"; in case Alliance agreement states that B will be responsible for Bid Security for B and C, please note name of the Bidder as "B (on behalf of B+C)";

- Name of each member of the Alliance who submits the Bid Security separately.

(3) Written as stipulated in item 18.2 of **BDS**.

(4) Noted down the date which having the bid closing date as stipulated in item 21.1 **BDS**.

(5) In case the Guarantee Letter lacks one or several commitments in this form, it shall be considered accompanying with unfavorable conditions to Investment owner as prescribe in item 18.3 of ITB and shall be considered invalid.

SIMILAR PERFORMED CONTRACTS ⁽¹⁾

Name of the Bidder: ____ [*full name of the Bidder*].

Information of each contract, each contract must contain the following information:

Name and No of contract	<i>[full name, reference No of contract]</i>		
Contract signing date	<i>[date, month, year]</i>		
Completion date	<i>[date, month, year]</i>		
Contract value	<i>[Total contract value and currency]</i>		Equivalent to __ VND
If the Bidder participates as a Co-Bidder, write down the value of the items which Bidder undertakes.	<i>[Summary of the works Bidder undertaken in the Alliance]</i>	<i>[Percentage of the works Bidder undertaken in the Alliance in the total contract price; amount and currency]</i>	Equivalent to __ VND
Project's name:	<i>[full name of project having the declaring contracts]</i>		
Investment owner's name:	<i>[full name of Investment owner having the declaring contracts]</i>		
Address:	<i>[full current address of Investment owner]</i>		
Tel/fax:	<i>[Tel, fax, nation code, postal code]</i>		
E-mail:	<i>[e-mail address]</i>		
Descriptions of the similarity in accordance with Item 2.1 Chapter III ⁽²⁾			
1. Product category	<i>[right information]</i>		
2. Value	<i>[actual contract value performed based on the value of contract acceptance and liquidation]</i>		
3. Contract scale	<i>[scale of contract]</i>		
4. Other specifications	<i>[Other specifications if necessary]</i>		

The Bidder must enclose the copy of documents relating to these contracts

(confirmation of Investment Owner about that contracts have been completed as above sheet's content, ...).

In case of Non-Disclosure Agreement (NDA) term which does not allow the disclosure of the full information and the copy of contract documents, Bidder must submit a list of contracts with summary of scope of contract, name and contact point of buyer. Bidder must commit that the declared information is correct and is responsible before the law for these contents. During negotiation, Viettel is entitled to request for original contract for cross checking, failing to provide or incorrect provision shall result in elimination.

Note:

(1) For Alliance, each member of Alliance declares under this form. If Bidder has more than one similar contract, please declare each contract according to this Form.

(2) The Bidder only declares the contents which are similar to the Bid package's requirements.

REPORT ON MANUFACTURING CAPABILITY

Name of the Bidder: ____ [*full name of the Bidder*].

Number of factories, production facilities (hereinafter collectively called “factory”):
____ [*number of factories*]

For each factory, Bidder declares the following information:

Name of factory:	<i>[Name of factory]</i>
Address:	<i>[Address of factory]</i>
Total Investment:	<i>[Total Investment]</i>
Design capacity:	<i>[Design capacity]</i>
Performing capacity:	<i>[Capacity performed in the latest year]</i>
The highest production output of 01 month or 01 year within the last 05 years up to the time of bid closing	<i>[The highest production output of one month or one year]</i>
Production Standard:	<i>[Production Standard being applied, if any]</i>
Number of employees:	<i>[Total number of employees working at the factory]</i>

Note:

For Alliance, each member of Alliance declares under this form

PROPOSAL OF KEY PERSONNEL

For each job position in this Form, Bidder shall report information as specified in Form No. 06B and Form No. 06C of this Chapter.

Bidder shall declare key personnels according to regulation in Point a Item 2.2 Chapter III and obligated to prove the ability to maneuver these personnel for this Bidding package implementation. In case the key personnel declared by the bidder in the Bid does not meet the requirements, the Investment owner shall allow the bidder to clarify, change or provide additional key personnel to meet the requirements set forth in Bidding Documents within a reasonable period of time but not less than 03 working days. Bidder can replace once for each unqualified personnel. In case the Bidder does not have a replaceable personnel who meets the requirements of the Bidding Documents, the Bid will be rejected. In any case, if bidder intentionally provides untruthful information regarding key personnel in the Bids with the aim of falsifying the Bidder selection result, the bidder shall not be permitted to change personnel, have its Bid rejected and be considered fraudulent as stipulated in Point b, Clause 4, Article 16 of the Procurement Law and shall be handled in accordance with Clause 1, Article 133 of Decree No. 214/2025/ND-CP.

No	Name	Job position
1	<i>[Full name of proposed key personnel]</i>	<i>[specified job position in the Bid package]</i>
2		
...		

PROFESSIONAL RESUME OF KEY PERSONNEL

Bidder shall provide information as required below and provide notarized copies of related Diplomas, Certificates.

Job position		
Personnel Information	Name:	Date of birth:
	Qualification:	
Current job	Name of employer:	
	Address of employer:	
	Tel:	Contact (Head of department / Human resources officer):
	Fax:	E-mail:
	Title:	Years of working for current employer:

QUALIFICATION RECORD

Summary of professional experience in chronological order from earliest to latest. Indicate specifically managerial and professional experience related to the Bidding Package.

No	Name of key personnel	From (date)	To (date)	Company / Project / Title / Relevant managerial and professional experience
1	[name of first key personnel]
2				
...	...			

INCOMPLETED CONTRACT (GOODS SUPPLYING CONTRACT, EPC CONTRACT, EP CONTRACT, PC CONTRACT, TURNKEY CONTRACT) DUE TO BIDDER'S FAULT IN THE PAST ⁽¹⁾

Name of Bidder: _____

Date: _____

Name of member of Alliance (if any): _____

Incompleted goods supplying Contract, EPC Contract, EP Contract, PC Contract, turnkey Contract due to bidder's fault in the past as stipulated in item 2.1 Chapter III			
<input type="checkbox"/> Having no or only one contract (supply of goods, EPC, EP, PC, turnkey) due to bidder's fault from 01 st January.....[year] as stipulated in evaluation criteria 1 in Table of capability and experience evaluation criteria – Item 2.1 Chapter III.			
<input type="checkbox"/> Having two or more contracts (supply of goods, EPC, EP, PC, turnkey) due to bidder's fault from 01 st January.....[year] as stipulated in Table of capability and experience evaluation criteria – Item 2.1 Chapter III.			
Year	Incomplete work of contract	Description of contract	Total contract value (value, currency, exchange rate, equivalent value in USD)
		Description of contract: _____ Investment owner: _____ Address: _____ Reason for contract incompleteness: _____	

Note:

(1) Bidders must declare all incompleted goods supplying Contract, EPC Contract, EP Contract, PC Contract, turnkey Contract due to bidder's fault in the past accurately and truthfully; If the Investment owner, Expert team find that any Bidder has the incompleted goods supplying Contract, EPC Contract, EP Contract, PC Contract, turnkey Contract due to bidder's fault in the past but not declare, it shall be considered as fraud and the Bidder shall be eliminated. For Alliance, each member of Alliance must fill in this form

BIDDER'S FINANCIAL SITUATION ⁽¹⁾

Name of the Bidder: _____

Date: _____

Name of the member of Alliance (if any): _____

Bidder's financial year from date ___ month ___ to date ___ month ___ (Bidder fill in this content)			
Financial data for the most recent years as required by Bidding Documents			
	Year 1:	Year 2:	Year 3:
Total assets			
Total liabilities			
Net asset value			
Total Revenues (VAT excluded)			
Average annual revenue (VAT excluded) ⁽²⁾			
Profits before taxes			
Profits after taxes			

Note:

(1) If Co-Bidding, each member of Alliance must declare under this form.

(2) In order to determine the average annual revenue (VAT excluded), the Bidder shall divide this total revenue (VAT excluded) by the number of years based on provided information.

Annual revenue is calculated as the total revenue in the financial statements for that year (VAT excluded).

Average annual revenue (VAT excluded) = Total annual revenue (VAT excluded) as stipulated in Bidding Documents/ the number of years.

In case of newly established bidder with insufficient year as stipulated in Bidding Documents, Average annual revenue (VAT excluded) shall be calculated on the number of years for which bidder has financial data.

Attached with this Form are copies of financial statements (Balance sheets including all related notes, and Business result report) for the years as indicated above, complying with the following conditions:

1. All such documents reflect the financial situation of the Bidder or member of Alliance, NOT the financial situation of an associate such as parent company associated with a subsidiary or an associate company with the Bidder or Alliance member.

2. Financial statements must be complete, including enough content as regulated.

3. Financial statement must correspond to accounting periods already completed and attached with copy of one of following documents:

- Tax inspection- settlement record or equivalent document;
- Self- declaration tax sheet (VAT tax and company income tax) and certified by tax authority about time of submission or equivalent document;
- Documents prove that the Bidder has declared the electronics tax settlement or equivalent document;
- Written confirmation of tax administration agency about performing tax submission mandatory (for a whole year) or equivalent document;
- Auditing report;
- Other documents.

SCOPE OF WORK FOR SUB-CONTRACTORS ⁽¹⁾

No	Sub-Contractor Name ⁽²⁾	Scope of Work ⁽³⁾	Volume of Work ⁽⁴⁾	Estimated Value ⁽⁵⁾	Contract or Agreement with Sub-Contractor ⁽⁶⁾
1					
2					
3					
4					
...					

Note:

(1) Bidder fills in this Form in case of using Sub-Contractors for doing some part of bid package. For bidding packages of projects in the fields of science, technology, innovation, and digital transformation conducted domestically, domestic bidders are allowed to use foreign subcontractors for specialized work that domestic bidders have not yet been able to perform or require technology transfer, in accordance with Clause 4, Article 11 of the Procurement Law.

(2) Bidder specifies Names of Sub-Contractors. If Sub-Contractor names are not defined at the attending the Bid package, Bidder shall not fill in this column but fill in column "Scope of Work". Should Bidder is selected under this circumstance, mobilization of Sub-contractor shall require Investment owner's approval.

(3) Bidder specifies scope of work for Sub-Contractors.

(4) Bidder specifies volume of work for Sub-Contractors.

(5) Bidder specifies value (%) of Bid price attributed to Sub-Contractors.

(6) Bidder specifies Contract or Agreement No. and encloses the original or notarized copies.

**LIST OF SUBSIDIARY COMPANIES UNDERTAKING A PART OF THE
WORK OF THE BIDDING PACKAGE ⁽¹⁾**

No	Subsidiary companies name ⁽²⁾	Scope of Work in the Bidding package ⁽³⁾	Estimated Value % in Total Bid price ⁽⁴⁾	Note
1				
2				
...				

Note:

(1) In the event that Bidder participating in the bid is the parent company (for example, a corporation) that mobilizes its subsidiary to perform a part of work of the Bidding package, Bidder must specify the part of work for these companies according to this Form. The evaluation of experience in performing similar contracts is based on the value and volume of work undertaken by the parent Company, subsidiary companies in the Bidding package. If Bidder is not the parent Company, this Form is not applicable.

(2) Specify the name of the subsidiary, member company.

(3) Specify Scope of Work undertaken by subsidiary, member company.

(4) Bidder specifies value (%) of Bid price attributed to subsidiary, member company.

Form No. 10A**BIDDER'S INFORMATION SHEET s**

Date: _____

No and Name of the Bidding package: _____

Page _____ / _____ page

Name of Bidder: <i>[Bidder's name]</i>
<i>In case of alliance, name of each member</i>
Place of business registration, activity: <i>___[name of province/ city of place of business registration, activity]</i>
Year of establishing: <i>___[year of establishing]</i>
Legal address of the Bidder: <i>[in place of register]</i>
Information of legal representative of the Bidder
Name: _____
Address: _____
Tel/fax: _____
Email: _____
1. Enclose the copy of one of these documents: Business Registration, Establishing Decision or equivalent documents issue by authority in the country where the Bidder is operating.
2. Present the Organization chart of the Bidder.

Form No. 10B**ALLIANCE MEMBERS'S INFORMATION SHEET ⁽¹⁾**

Date: _____

No and Name of the Bidding package: _____

Page _____ / _____ page

Name of Alliance:
Member of Alliance:
Country of place of company registration of Alliance member:
Year of company establishment of Alliance's member:
Legal address in registration country of Alliance's member:
Information of Legal representative of Alliance's member:
Name: _____
Address: _____
Tel/fax: _____
E-mail: _____
1. Enclose the copy of one of these documents: Business Registration, Establishing Decision or equivalent documents issue by authority in the country where the Bidder is operating.
2. Present the Organization chart of the Bidder.

Note:

(1) For Alliance, each member of Alliance must fill in this form.

SUMMARY OF BID PRICE

No	Content	Bid price
1	Goods manufactured, processed overseas	(M1)
2	Goods manufactured, processed in domestic country or Goods manufactured, processed overseas and have been imported and offered in Vietnam	(M2)
3	Related Services	(I)
	Total Amount of Bid Price (<i>Transferred to Application Letter</i>)	(M1) + (M2) + (I)

PRICE SCHEDULE FOR GOODS MANUFACTURED, PROCESSED OVERSEAS

No	List of Goods	Unit	Quantity in the BD	Year of manufacture	Origin	Unit price (CIP/CIF)	Amount (CIP/CIF)	Foreign withholding tax (if any)	Amount including Foreign withholding tax (if any)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)=(4)x(7)	(9)	(10)= (8)+(9)
1	gNodeB 5G 64T64R System	System	99						
a	gNodeB 5G Hardware	Set	1						
b	gNodeB 5G Software	Package	1						
2	OMC System 99 gNodeB	system	1						
a	OMC System Hardware	set	1						
b	OMC System Software	package	1						
Total amount of Bids; Foreign Withholding Tax excluded									
Total amount of Foreign Withholding Tax									
Total amount of Bids; Foreign Withholding Tax included (Transferred to Summary of Bid Price)									(M1)

Note:

Columns (1), (2), (3), (4) Investment owner fills in in accordance with Scope of supply in Part 2 – Supply requirements.

Columns (5), (6), (7), (8), (9), (10) are completed by Bidder. Bidder offers unit price at Column (7) as set forth in BDS 14.2, including all costs and expenses necessary for supplying goods as requirements of Investment owner; taxes, fees, charges (if any) in Column (9) and expenses for Relevant Service in Form No. 14 (b) excluded.

Column (9) consists of all taxes, fees, charges (if any). When attending Bid package, Bidder must survey, calculate and quote all the taxes, fees, charges (if any) based on tax, fee, and charge rate at 28 days prior to stipulated Bid closing date. If the Bidder declares that the Bid Price does not include taxes, fees and charges, its Bid shall be rejected.

Total value of tax, fees, and charges (if any) shall not be considered in the evaluation process to compare and rank Bidders. The proposed bid-winning price and the contract price must include the value of tax, fees, and charges (if any).

PRICE SCHEDULE FOR GOODS MANUFACTURED, PROCESSED IN DOMESTIC COUNTRY OR GOODS MANUFACTURED, PROCESSED OVERSEAS AND HAVE BEEN IMPORTED AND OFFERED IN VIETNAM

No	List of Goods	Unit	Quantity in the BD	Origin	Year of manufacture	Unit Price (EXW/ Seller's warehouse)	Amount	Taxes (if any)	Fees and charges (if any)	Amount including taxes, fees and charges (if any)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)=(4)x(7)	(9)	(10)	(11)= (8)+(9)+(10)
1	gNodeB 5G 64T64R System	System	99							
a	gNodeB 5G_Hardware	Set	1							
b	gNodeB 5G_Software	Package	1							
2	OMC System 99 gNodeB	system	1							
a	OMC System_Hardware	set	1							
b	OMC System_Software	package	1							
Total amount of Bids; taxes, fees and charges (if any) excluded										
Total amount of taxes, fees and charges (if any)										
Total amount of Bids; taxes, fees and charges (if any) included <i>(Transferred to Summary of Bid Price)</i>										(M2)

Note:

Columns (1), (2), (3), (4) Investment owner fills in in accordance with Scope of supply in Part 2 – Supply requirements.

Columns (5), (6), (7), (8), (9), (10), (11) are completed by Bidder. Bidder offers unit price at Column (7) including all costs and expenses necessary for supplying goods as requirements of Investment owner; taxes, fees, charges (if any) in Column (9) and (10) and expenses for relevant service in Form No. 11 (b) excluded.

Column (9) and (10) consists of all taxes, fees, charges (if any). When attending Bid package, Bidder must survey, calculate and quote all the taxes, fees, charges (if any) based on tax, fee, and charge rate at 28 days prior to stipulated Bid closing date. If the Bidder declares that the Bid Price does not include taxes, fees and charges, its Bid shall be rejected.

Total value of tax, fees, and charges (if any) shall not be considered in the evaluation process to compare and rank Bidders. The proposed bid-winning price and the contract price must include the value of tax, fees, and charges (if any).

PRICE SCHEDULE FOR RELATED SERVICES

No	Description of Service	Quantity	Unit	Location of implementation	Date of completion	Unit price	Amount	Taxes, fees and charges (if any)	Amount including taxes, fees and charges (if any)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)=(3)x(7)	(9)	(10)= (8)+ (9)
1	Technical support	01	Package	02 Southern (Ca Mau, Bac Lieu)	21 days from final inspection memorandum signing date				
2	Warranty service	01	Package	Dong Nai	At least 365 days from TAC				
3	Deploy OMC	01	Package	Ho Chi Minh	21 days from final inspection memorandum signing date				
Total amount of Bids; taxes, fees and charges (if any) excluded									
Total amount of taxes, fees and charges (if any)									
Total Amount of Bid price for Related services including taxes, fees, charges (if any) <i>(Transferred to Summary of Bid price)</i>									(I)

Note:

Columns (1), (2), (3), (4), (5) and (6) filled by Investment owner as specified in Item 1, Part 2 – Required scope of work.

Columns (7), (8), (9) and (10) filled by Bidder.

LIST OF DOMESTIC PRODUCTION COSTS FOR PREFERENTIAL GOODS
(if Bidder declares import expenses)

N°	Name of Goods	Value
1	Name of the first good	
	Quoted Price in Bids	(I)
	Tax value (including import tax for accessories, component part of import goods, VAT and other taxes)	(II)
	Declaring the cost of imported goods, including charges and fees (if any)	(III)
	Domestic production costs	$G^* = (I) - (II) - (III)$
	Percentage of Domestic production costs	$D (\%) = G^*/G (\%)$ $G = (I) - (II)$
2	Name of the second good	
	...	
n	Name of the n good	

Representative of the Bidder
[Name, title, signature and seal]

Note:

In case the goods are not eligible for margin of preference, the Bidder shall not be required to fill this form.

LIST OF DOMESTIC PRODUCTION COSTS FOR PREFERENTIAL GOODS
(if Bidder declares production costs in Vietnam)

N°	Name of Goods	Value
1	Name of the first good	
	Quoted Price in Bids	(I)
	Tax value (including import tax for accessories, component part of import goods, VAT and other taxes)	(II)
	Domestic production costs	G*
	Percentage of Domestic production costs	$D (\%) = G^*/G (\%)$ $G = (I) - (II)$
2	Name of the second good	
	...	
n	Name of the n good	

Representative of the Bidder
[Name, title, signature and seal]

Note:

In case the goods are not eligible for margin of preference, the Bidder shall not be required to fill this form.

Part 2. SUPPLY REQUIREMENTS

Chapter V. SCOPE OF SUPPLY

Item 1. Scope and Delivery Schedule of supplying Goods and Related Services

Scope of Work and Delivery schedule shall be specified by the Investment owner in BD and include description of Goods to be supplied as well as Delivery Schedule.

1.1. Scope of supplying Goods

No	Goods	Unit	Quantity	Goods Description	Origin requirement (if any)
1	gNodeB 5G 64T64R System	system	99	Annex 1: 1.1. Technical requirement for gNodeB M-MIMO 64T64R (2600MHz)_Triple mode Type 2	
2	OMC System for 99 gNodeB	system	1	Annex 1: 1.2. Technical requirement for Centralized management and monitoring system (OMC)	

1.2. Related Services ⁽¹⁾

1.2.1. List of Related Service under the bidding package as below table:

No	Service description	Required volume	Unit	Place of Service performance	Date of Service Completion
1	Technical support	01	Package	2 Southern provinces (Ca Mau, Bac Lieu)	21 days from final inspection memorandum signing date
2	Warranty service	01	Package	Dong Nai	365 days from TAC
3	Deploy OMC	01	Package	Ho Chi Minh	21 days from final inspection memorandum signing date

1.2.2. Related services requirements

1.2.2.1. Technical support

The bidder is responsible for providing remote support and local onsite support in case Viettel can't deploy by ourselves for all related tasks to do deploy the installation, configuration and integration gNodeB supplied in this Bidding. Detail Place of Service performance: Ca Mau, Bac Lieu.

1.2.2.2. Warranty service

All goods in this BD shall be provided with warranty service at least 365 days from the date of TAC. The warranty service shall include technical support service in warranty and hardware repair & return service.

1.2.2.2.1. Technical support in warranty

- All CSR (Customer Service Requests) must be processed according to the Viettel's CSR processing procedure, which includes the following steps:
 - + Registration and acceptance of CSR: Viettel notifies and submits a request for CSR processing according to the specified levels. The bidder providing CSR reception at least two of channel: hotlines, email, software, web-base or other channels.
 - + Updating CSR: The bidder, together with Viettel, assess the severity level of CSR cases.
 - + The bidder analyzes CSR cases.
 - + The bidder responds to CSR cases, including proposed activities. The response time and processing of each type of CSR case are regulated as "Detailed CSR responded time requirement":
 - BD: Business days/ Working days
 - CD: Calendar days
 - Service Availability Period: The timeframe for Viettel can contact the bidder for technical support requests that the bidder's engineers will receive and handle the technical support requests according to the agreement in the contract.
 - Response Time: The timeframe for the bidder to respond to Viettel's technical support request, starting from the moment the bidder receives the call, until the bidder's engineer provides the initial response via phone for a significant issue, is determined according to the severity level. If the technical support request is submitted through the online support website, the response time is calculated from the moment the bidder receives the CSR number from the Viettel until the bidder's engineer provides the initial response via phone or email. This CSR number will be generated automatically by the bidder's system.
 - Restoration Time/Workaround Time: Workaround is a temporary measure to manage a failure situation and minimize it's harmful effect until a permanent solution is implemented. A workaround may include a workaround update (software correction) or operational advice.
 - Resolution Time: The timeframe for the bidder to submit a feasible effective solution to Viettel's technical support request, starting from the moment the bidder receives the call, until the bidder's engineer provides a resolution for a significant issue.
 - Temporary solutions: Temporary solutions are implemented to prevent similar incidents from occurring in the system. These solutions include but are not limited to:
 - ✓ Disabling non-functional features.
 - ✓ Manual rebooting.
 - ✓ Temporarily disabling a component of the system.

- ✓ Restoring the system configuration to a state prior to the incident.
- ✓ Rectifying operational procedures causing the incident.
- ✓ Implementing bypass measures to avoid recurrence of the incident.
- Permanent solutions: Effective proposed solutions aimed at resolving and preventing recurring incidents. The rectification solutions include but are not limited to the following:
 - ✓ Providing specific information in response to requests.
 - ✓ Analyzing or identifying the root cause of a technical support request.
 - ✓ Providing bug fixes or software upgrades to resolve the issue.
 - ✓ Proposing, guiding, and providing alternative solutions to resolve the error.
 - ✓ Suggesting or providing more in-depth analysis methods for frequent non-repetitive errors that cannot be replicated in Viettel's lab or network nodes.
 - ✓ Describing or providing contact references and other relevant information related to Viettel's technical support request beyond the scope of the contract.
- Target precision for CSR per quarter: Bidder commits to providing services within the response time at least for ninety-five per cent (95%) quarter.

No.	Technical requirements	
	Content	Detail
1	1. System Support service	
	1.1. CSR (*)	Yes
	Emergency/Critical	Yes
	Major	Yes
	Minor	Yes
	1.2. Software Updates (for fault correction or preventive)	Yes (Bidder do Software update for first node, then support Viettel to implement for the rest nodes)
	1.3. Helpdesk	Yes
	1.4. Online-Support	Yes
	2. Software Upgrade/ update	Yes, Bidder shall provide software upgrade to ensure that all equipment shall not be End of Maintenance/End of Full Support/End of Support (EoM/ EoFS/ EoS) during warranty/SLA period.
	3. Knowledge transfer	Bidder will hold technical meeting quarterly with Viettel engineer to review, guide and discuss more about emergency/critical cases, O&M issues... quarterly.

No.	Technical requirements						
2	(*) Detailed CSR responded time requirement:						
	Service Items		SLA				
			Service Availability Period	Response Time	Restoration Time/ Workaround Time	Resolution Time (without defect-software correction)	Resolution Time (with defect-software correction)
	Helpdesk	Helpdesk Interface	5*8	N/A			
		Non-fault Enquiry (Consultation)	5*8	60 min	For Non-fault Enquiry, provide answer in 10 BD		
	CSR(Customer Service Request)	Emergency	7*24	15 min	4 hours	N/A	N/A
		Critical	7*24	15 min	1 CD	7 CD	40 CD
		Major	5*8	15 min	7 CD	30 CD	75 CD
		Minor	5*8	30 min	22 CD	60 CD	180 CD
	Target precision for CSR per quarter		95%				
Online Support		7*24, website					
<ul style="list-style-type: none"> - Resolution Time: The time interval from Bidder's receipt of Viettel's CSR to Bidder's submission of a feasible effective solution to Viettel. - Restoration Time/ Workaround Time: The time interval from Bidder's receipt of Viettel's CSR to Bidder's submission of a workaround solution. 							

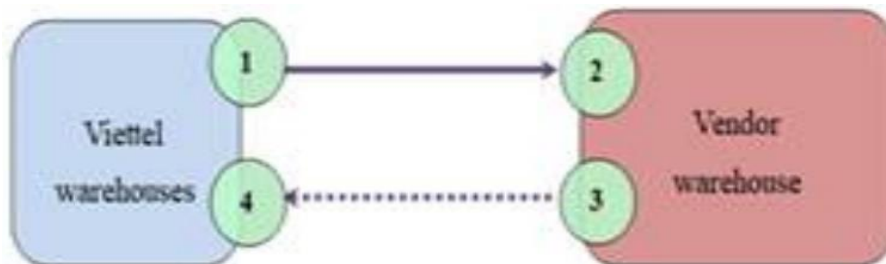
- Support Problem Resolution, technical Query, software update/upgrade. Definition of case priorities:
 - + Technical Query:
 - Providing and clarifying documentation on features or components of the device.
 - Advising on installation, integration, and system operation issues.
 - + Problem Resolution:
 - Emergency/Critical: These are incidents and errors that impact the service, equipment capacity and system operation, and require immediate remedial actions regardless of the time. For example:
 - ✚ gNodeB
 - ✓ Loss of data stream, Downcell, smoke or fire alarm
 - ✓ Cell has a high level of KPI deterioration
 - ✓ Resource congestion
 - ✓ Hardware and software errors cause deterioration and affect service quality
 - ✓ Warning about problem (caused by flashing warning, recurring error) critical level
 - ✚ OMC
 - ✓ Total system failure.

- ✓ Complete or severe errors in network management system.
- ✓ Warning about problem (caused by flashing warning, recurring error) critical level
- Major: These are incidents and errors that have a impact on the system's operation, maintenance, and administration. Major incidents require immediate attention but have a lower level of urgency compared to Emergency/critical incidents, as their impact is either smaller or not immediately affecting the system's performance, end users, operations, and revenue of Viettel. For example:
 - ✚ gNodeB
 - ✓ Errors include hardware and software that do not affect service quality
 - ✓ Warning about problems (flashing warning, recurring error) at Major level
 - ✚ OMC
 - ✓ Loss of monitoring functionality and/or diagnostic capabilities.
 - ✓ Inability to access devices for administrative actions.
 - ✓ Inability to access the system for maintenance or system recovery.
 - ✓ Inability to provide alerts for critical and major errors.
- Minor: These are errors that have little to no impact on the system's operation, maintenance, and administration
- Software Upgrade/update:
 - + when software update/upgrades are necessary to ensure system stability or to resolve issues, the bidder will propose and provide free update/upgrade versions along with detailed plans for Viettel's consideration. Viettel has the full authority to choose the most suitable solution and plan. In any case, the bidder commits to providing maximum support throughout the warranty period.
 - + Regarding the deployment of software/firmware upgrade/update:
 - The bidder will perform the update/upgrade and provide on-job training for the first node, along with remote support for Viettel to perform the update/upgrade on the remaining nodes.
 - Requirements for the update/upgrade of the first node are as follows:
 - ✓ Prepare Update/upgrade preparation information:
 - Update/upgrade conditions: The necessary conditions for the upgrade, assessing the impact on the network.
 - Update/upgrade plan: Describing the software version, instructional materials for all platforms, and detailed timeframes.
 - ✓ Prepare software/licenses for the equipment.
 - ✓ Provide detailed documentation describing each step, including command details, software images, and their impact on other nodes in the network that use different platforms and software versions from the upgraded node.
 - ✓ Provide rollback options at each step in case of errors.

- ✓ After completing the upgrade, the bidder will be onsite to monitor the service for a minimum of 8 hours and provide immediate support in case of any issues.
- Training and guidance (on-job training): The bidder will assign an expert to guide and hand over documentation to Viettel's engineers, enabling them to perform the update/upgrade on the remaining nodes.
- Requirements for remote support: Answer questions related to the provided documentation and support Viettel in resolving any issues that arise during the update/upgrade process performed by Viettel's engineers to ensure a successful and planned update/upgrade.

1.2.2.2.2. Hardware repair& return service

- + The warranty period for repaired or replaced card/equipment will either be 6 (six) months or the residual initial Equipment warranty period, whatever is longer. The repair warranty for repaired or replaced card/equipment begins from date of arrival at the the point 4 (Viettel’s main warehouses).
- + Turn Around Time for Hardware repair and return shall not exceed 90 days, which is measured point-to-point from the point when (point 1) Bidder picks up faulty part at Viettel’s main warehouses, to the point when (point 4) Viettel receives good parts at Viettel’s main warehouses:



1.2.2.3. Deploy OMC

- Site survey and Network design including High-Level Design document and Low-Level Design.
- Preparing procedure, hardware and software installation
- Installation, configuration and integration.
- Test all services and features as design and technical requirements to ensure all features of the system work well as the design.

1.3. Delivery Schedule

No	Goods	Unit	Quantity	Date of delivery	Place Of Delivery
1	gNodeB 5G 64T64R System	System	99	Within 63 days from the	- Cat Lai seaport and/or Tan Son Nhat airport Viet Nam for import

No	Goods	Unit	Quantity	Date of delivery	Place Of Delivery
2	OMC system (for 99 gNodeB)	System	1	effective date of the contract	goods. - Buyer'warehouse in Dong Nai, Viet Nam for local goods

Item 2. Technical Requirements

2.1. Project and bidding package introduction

The package is planned to purchase 99 gNodeB 64T64R 5G system; 01 OMC system and related technical service including technical support, warranty service, deploy OMC for 2 Southern provinces under The investment project for 5G radio network in the Southern region in 2025.

Bid package implementation time is implemented within 271 days from the effective date of the contract. The key milestones are as follows:

- Delivery time to port: 63 days from the effective date of the contract.
- Importation customs clearance: 3 days (Investment owner shall be in charge)
- Time to inspect and hand over goods: 4 days
- Time for installation of goods: 26 days
- Time for acceptance of goods: 45 days
- Time for signing TAM: 10 days
- Time to evaluate with live traffic: 90 days
- Time to sign acceptance documents: 30 days (10 TAT days, 20 TAC days)

Note: Terms and acronyms TAM, TAT, TAC are described in SCC, Contract template.

2.2. Statement Of Comply (SOC) of technical requirement

The bidder is obligated to submit with the Bidding Document a Statement of Comply (SOC) of technical requirement. This SOC must be detailed for each requirement with information at least as the following table:

No	Item	Requirement	Statement of the bidder	Information
(1)	(2)	(3)	(4)	(5)

Note:

- Column (1), (2), (3) is technical requirement of this bidding document.
- Column (4) is statement of the bidder that proposed product “Comply”, “Partial Comply” or “Not Comply” with requirement. It is understood that offered price is including any hardware, software, functions, features, ... and service (if any) if the bidder states that the proposed product “Comply”, or “Partial Comply” with the requirement.

- Column (5) is information to show how proposed products comply with the requirement and refer to pages, paragraph of document. Bidders must supply full and detail documents to prove the “Comply” and/or “Partial Comply” in responses to all technical requirements.
- Documents must include at least: product data sheets; product descriptions; product manuals; system descriptions; detail link designs if required, etc.

2.3. Technical Requirements

The Bidder should ensure its design, technology solution and supplied equipment/systems compliant with technical requirements as stated in technical requirement annexes:

- Annex 1: Technical Requirements
- Proposed solution and equipment must be fully compatible and smoothly integrated with existing network.
- All goods in this Bid shall be provided with technical support and hardware repair and return service for 365 days in warranty time from the date of signing TAC.

Item 3. Drawings

This BD includes drawings in the following list: None

Item 4. Acceptance Tests

Detail as Annex 1.

Part 3. CONTRACT CONDITIONS AND FORMS

Chapter VI. GENERAL CONDITIONS OF CONTRACT

<p>1. Definitions</p>	<p>In this contract, the following expressions shall have their meaning hereby assigned as below:</p> <p>1.1. “Investment Owner”: an organization as described in SCC;</p> <p>1.2. “Contract” means an agreement between the Investment Owner and the Contractor, which: is in written form, is duly signed by both parties, and consists of all attached annexes and documentations;</p> <p>1.3. “Contractor” means the winning bidder (independent bidder or alliance bidder) and as specified in SCC;</p> <p>1.4. “Sub-contractor” "A subcontractor is an organization or individual who enters into a contract with the main contractor to participate in the provision of related services;</p> <p>1.5. “Contract Documents” means the documentations listed in the Contract, which includes all amendments and addendum;</p> <p>1.6. “Contract price” means the total price of goods and related services to be provided as written in the Contract. Contract price shall include all costs, taxes, charges and fees (if any);</p> <p>1.7. “Day” means solar calendar day; “year” means 365 days;</p> <p>1.8. “Goods” includes machinery, equipment, raw material, fuels, material, accessories, spare parts; products; vehicles; consumer goods; medicines, chemicals, and medical lab supplies for medical tests, medical equipment; commercial software;</p> <p>1.9. “Related services” includes services such as installation, maintenance, initial repair, installation insurance, repair insurance and after-sale services such as training and technology transfer...;</p> <p>1.10. “Completion” means the Contractor has completed all Related services in accordance with contract terms and conditions;</p> <p>1.11. “Place of delivery” means the location as specified in SCC.</p> <p>1.12. “Contract implementation period” is calculated from contract effective date until the parties have completed obligations under the signed contract excluding the obligations survival mentioned in Article 9.6 of body contract.</p>
<p>2. Contract documents and order of priority</p>	<p>2.1 All the documents in Section 2.2 GCC (including its parts thereof) shall constitute the Contract to form a unified, reciprocal, complementary and mutually explanatory entity.</p> <p>2.2. The documents comprising the Contract shall be prioritized by the following order:</p> <p>a. Contract and its annexes;</p> <p>b. Contract negotiation, finalization memorandum (if any);</p> <p>c. Letter of Bids approval and contract award;</p>

	<p>d. Decision on approval of bid selection result;</p> <p>đ. SCC;</p> <p>e. GCC;</p> <p>g. Bidder’s Bids and clarification of Bids;</p> <p>h. Bidding document (BD) and BD Addendum (if any);</p> <p>i. Other documents described in SCC.</p>
3. Law and language	The law governing the Contract shall be Vietnam, the language of the Contract shall be [referred to ITB 9]
4. Notifications	<p>4.1. Any notification from a party to the other must be in written form, be sent to the address provided in SCC. The term “written” means communication in writing and evidence of information receipt.</p> <p>4.2. A Party’s notification shall be considered effective from the date of the other Party’s receipt or from the effectuation date in the notification, whichever comes later.</p>
5. Performance Guarantee	<p>5.1. Performance Guarantee must be submitted to the Investment Owner no later than the date prescribed in the Letter of bids approval and contract award. Performance Guarantee is made by one of the following methods:</p> <p>a) Downpayment by Cheque, applicable for contract performance guarantee with value of less than 50 million VND and Cheque’s validity period compatible to the bid package performance period.</p> <p>b) Submitting a letter of guarantee from a credit institution or foreign bank branch established under Vietnamese law.</p> <p>c) Submitting a guarantee insurance certificate by a domestic non-life insurance company or a branch of a foreign non-life insurance company established under Vietnamese law.</p> <p>Performance guarantee pursuant to point b) and c) must be an unconditional guarantee (paid on request), complying to Form in Chapter VIII or a form accepted by the Investment owner.</p> <p>5.2. The validity and value of Performance Guarantee as specified in SCC.</p> <p>5.3. Performance Guarantee shall be paid to the Investment Owner to indemnify any loss and damage incurred as a result of the Contractor's failure to fulfill the contractual obligations.</p> <p>5.4. Performance Guarantee shall be returned within the time period as prescribed in SCC.</p>
6. Sub-contractor	6.1. The Contractor may sign contract with the sub-contractors in the list of sub-contractors as specified in SCC to perform related services specified in Bids. The use of sub-contractors shall not alter or change the Contractor’s responsibility and liability. The Contractor shall be wholly responsible to the Investment Owner for the volumes, quality, implementation plan and other obligations which are to be performed by sub-contractors.

	<p>The sub-contractor changing and adding out of the sub-contractors list as defined in Bids or changing sub-contractor part declared in Bids shall only be allowed with the Investment Owner's acceptance. Use of sub-contractor must suit the demand of the Contractor while performing the contract, sub-contractor must satisfy capability and experience criteria required by the Contractor.</p> <p>6.2. The Contractor is responsible for paying the sub-contractor in full and on time according to the terms agreed between the Contractor and the sub-contractor.</p>
7. Settlement of Disputes	<p>7.1. The Investment Owner and the Contractor shall make effort to resolve any disagreements or disputes by amicable negotiation.</p> <p>7.2. Should the disputes may not be settled by amicable negotiation within the time period defined in SCC from the date of arising, any Party may request to commence resolution mechanism as regulated in SCC.</p>
8. Scope of supply	Goods and related services shall be supplemented in accordance with Chapter V – Scope of supply
9. Goods delivery schedule and Services implementation plan (if any), and documentations	Goods' delivery schedule and related services' implementation plan (if any) shall follow Item 1 Chapter V – Scope of supply. The Contractor must furnish Invoice and/or related documentations as stipulated in SCC.
10. The Contractor's responsibilities	The Contractor shall provide all goods and related services (if any) within the Scope of supply determined in Section 8 GCC and in accordance with time plan stipulated in Section 9 GCC.
11. Contract type and Contract price	<p>11.1. Contract type as defined in SCC.</p> <p>11.2. Contract price as defined in SCC means all the cost for the completion of goods delivery and related services implementation as implied in Bill of quantity and price list of the contract, on basis of progress guarantee and quality requirement in the Bid package.</p>
12: Tax, charge, fee	<p>12.1. The Contractor is responsible for all costs of taxes, fees and charges incurred until the goods are delivered to the Investment Owner.</p> <p>12.2. In case the Contractor is eligible for tax, fee and fee exemption or reduction, the Investment Owner shall facilitate contractor / create the most favorable conditions for the Contractor to apply/register for any exemption or reduction procedures of tax, fee and charges according to the policies.</p> <p>12.3 The adjustment of taxes shall be in accordance with SCC.</p>

13. Advance payment	<p>13.1. The Investment Owner shall grant the Contractor an advance payment amount as prescribed in SCC after the Contractor has submitted the advance payment bond equivalent in value with the advance amount. Advance payment bond must be issued by credit institution or foreign bank branch established under Vietnamese law.</p> <p>13.2. The Contractor may use the advance payment amount solely for contract performance.</p>
14. Payment	<p>14.1. The Contractor's request for payment must be sent to the Investment Owner in writing, accompanied by an invoice describing the goods delivered and related services performed, together with the documents submitted in accordance with Section 9 SCC and send a payment request when other obligations specified in the contract have been fulfilled.</p> <p>14.2. The payment terms shall be as regulated in SCC.</p> <p>14.3. Currency for payment as stated in SCC.</p>
15. Copyrights	<p>15.1. Copyright in all drawings, documents and records containing information and data submitted by the Contractor to the Investment Owner remains with the Contractor. Where such drawings, documents and records are provided by a third party to the Investment Owner directly or indirectly through the Contractor, the copyright in the drawings, documents and records belongs to that third party.</p> <p>15.2. Other rights as stated in SCC.</p>
16. Use of material and information in connection with the Contract	<p>16.1. The Investment Owner and the Contractor shall keep confidential any documents, data or other information relating to the contract directly or indirectly provided by one party to the other party, without disclosing such documents, data or such information to a third party without the written consent of the other party, whether such document, data or information is provided before, during or after the completion or termination of the contract. The Contractor may transmit to the sub-contractor appropriate documents, data and information provided by the Investment Owner for the sub-contractor to perform its work under the contract; in this case, the sub-contractor shall undertake to the Contractor the confidentiality of such documents, data or information.</p> <p>16.2. The Investment Owner shall not use documents, data and other information received from the Contractor for any other purpose unrelated to the contract. The Contractor shall not use documents, data and other information received from the Investment Owner for any other purpose unrelated to the performance of the Contract.</p>

	<p>16.3. The obligations of the Investment Owner and the Contractor under Section 16.1 and Section 16.2 GCC do not apply to the following information:</p> <ul style="list-style-type: none"> a) Information that the Investment Owner or the Contractor needs to provide to the competent authority; b) Information has been or will be disclosed without fault of the Investment Owner or the Contractor; c) Information owned by one party at the time of publication and not previously provided directly or indirectly by the other party; d) Information lawfully received from a third party without confidentiality obligation. <p>16.4. The provisions of Section 16 GCC do not change any confidentiality commitments made by a party before the contract signing date in relation to the supply of goods or related services.</p> <p>16.5. The provisions of Section 16 GCC shall survive and remain in full force and effect after the completion or termination of the contract in any case.</p>
17. Technical specifications and standard	<p>Goods and related services to be provided under the Contract shall comply with technical specifications and standards as prescribed in Chapter V – Scope of supply. Provided that Chapter V fails to address an applicable specification and/or standard, the specification and standard which is equivalent to or higher than the current specifications in country or territory of Goods origin shall be applied.</p>
18. Packing of Goods	<p>18.1. The Contractor must pack the goods properly to avoid damage during transportation to the Place of delivery as specified in the contract. During transportation, the packaging of goods must be strong enough to withstand strong impacts, too high or too low temperatures, in salt water, rain water and outdoors. The size and weight of each package must take into account transportation conditions such as distance, means of transport, infrastructure conditions... from the place of shipment to the Place of delivery.</p> <p>18.2. The packing, noting for the Goods, the documents inside and outside the package must comply with the specific requirements in the contract, including the requirements (if any) specified in the SCC and other instructions of the Investment Owner.</p>
19. Insurance	<p>Unless otherwise specified in SCC, goods provided under the Contract must be fully insured against loss or damage incidental to manufacture, transportation, storage and delivery in the manner specified in SCC.</p>
20. Transportation	<p>20.1 Goods transportation and other requirements as defined in SCC.</p>

<p>and arising services</p>	<p>20.2. The Investment Owner may require the Contractor to provide one or more of the following services, including services (if any) as specified in the SCC:</p> <ul style="list-style-type: none"> a) Carry out the installation or supervise the installation at the site, test the goods; b) Provide necessary tools for assembling and maintaining goods; c) Provide detailed operating and maintenance manuals for each type of goods; d) Operation or supervision or maintenance or repair of the goods for a mutually agreed period by all parties, provided that such service shall not relieve the Contractor of any warranty obligations under the Contract. đ) Instruct the Investment Owner’s personnel on how to install, test, operate, maintain and repair Goods. <p>20.3. In case of non-contractual services, the Investment Owner and the Contractor negotiate the service cost, ensuring that the price does not exceed the price that the Contractor applies for similar services in other contracts.</p>
<p>21. Inspections and tests</p>	<p>21.1. The Contractor is responsible for inspection and testing of the Goods and related services as specified in SCC and bear all the testing and inspection costs.</p> <p>21.2. Inspection and testing may be carried out at the Contractor's premises or other premises at the delivery site, and/or the place of delivery, or at any other location as specified in the SCC. Subject to the provisions of Section 21.3 GCC, where the work is to be carried out at the Contractor's premises or other premises, the inspector shall be provided with all necessary facilities and assistance, including access to the drawings and production data; The Investment Owner does not have to bear any costs for these facilities and supports.</p> <p>21.3. The Investment Owner or their representative has the right to attend the testing sessions specified in Section 21.2 GCC, provided that the Investment Owner bears all costs incurred related to participation, including travel and accommodation costs.</p> <p>21.4. Before conducting inspection and testing, the Contractor must notify the Investment Owner of the place and time of conducting the inspection and testing. Where it is required to obtain the approval of a third party or the manufacturer for the Investment Owner to participate in the inspection and testing, the Contractor must obtain the written consent of these relevant parties.</p> <p>21.5. The Investment Owner may request the Contractor to carry out testing or inspection outside the contract scope but necessary</p>

	<p>to ensure that the technical characteristics and performance of the goods meet the contract requirements, provided that the execution cost of these tests is reasonable, which is added to the contract price. In the event that the testing and inspection slows down the production schedule and/or other performance within the obligation of the contractor under the contract, the Investment Owner shall consider adjusting the schedule/date of delivery, related service completion and other affected obligations.</p> <p>21.6. The Contractor shall submit to the Investment Owner a report on the results of all tests and checks.</p> <p>21.7. The Investment Owner is entitled to refuse any goods, goods parts that do not meet the requirements in the inspection and testing sessions or do not conform to the technical specifications under the contract. The Contractor shall replace the goods or parts thereof or make the necessary adjustments to conform to the contract specifications and shall bear all costs associated with the replacement or adjustment. The Contractor shall then carry out the inspection, test and bear all costs incurred, and notify the Investment Owner in accordance with Section 21.4 GCC.</p> <p>21.8. The Contractor's performance of testing or inspection of the Goods, Goods Parts, the Investment Owner's or the Investment Owner's representative's attendance at the Tests or Inspections, or the reporting of the test results in accordance with Section 21.6 GCC, the Contractor shall not be exempted from warranty or any other responsibilities under the Contract.</p>
22. Penalty and damage compensation	Penalty and damage compensation are as prescribed in SCC
23. Warranty	<p>23.1. The Contractor ensures the supply of brand new and unused goods in accordance with the stated proposal.</p> <p>23.2. In case of detecting defects of the goods including defective due to any act or omission on the part of the Contractor or by design, materials or workmanship when the goods are normally used under typical conditions in Viet Nam, the Investment Owner shall promptly notify the Contractor, enclosed with supporting documents. The Investment Owner shall facilitate the Contractor to inspect such defects. After receiving the Investment Owner's notice of defective goods, the Contractor shall promptly repair or replace the defective goods within the time limit specified in SCC and bear all repair/ replace costs.</p> <p>23.3. In the event that the Contractor has been notified but does not execute the repairing within the time limit as specified in SCC, the Investment Owner may carry out the repair themselves (if</p>

	<p>necessary). The Contractor shall bear all risks and costs involved. The Investment Owner's self-repair of defects in the goods shall not affect the Investment Owner's other rights to the Contractor under the Contract.</p> <p>23.4. The warranty period and warranty application location are specified in SCC.</p>
<p>24. Patent Infringement Compensation</p>	<p>24.1. Provided that the Investment Owner complies with Section 24.2 GCC, the Contractor is obliged to indemnify and ensure that the Investment Owner and the Investment Owner's personnel are not harmed by any litigation, administrative proceedings, claims, losses, damages, expenses, including costs of attorneys for any infringement or alleged infringement of patents, utility models, industrial designs, trademarks, copyrights or other intellectual property rights registered or existing at the date of the contract to which such infringement or alleged infringement relates to:</p> <p>a) The installation of goods by the Contractor or the use of goods in Vietnam;</p> <p>b) The sale of products manufactured from goods.</p> <p>The above compensation does not apply to the following cases: using the goods or any part of the goods other than the purposes stated in the contract or reasonably arising from the contract; there is a breach by the use of the goods or any part thereof, or any product produced from the goods with a combination of equipment, plant or other materials not provided by the Contractor under the Contract.</p> <p>24.2. In the event of a lawsuit or claim against the Investment Owner regarding the matters specified in Section 24.1 GCC, the Investment Owner is obliged to promptly notify the Contractor. The Contractor may settle such litigation or claim on behalf of the Investment Owner or negotiate to settle such litigation or claim and shall be liable for the costs involved.</p> <p>24.3. Within 28 days from the receipt of the Investment Owner's notice, in the event that the Contractor fails to notify the Investment Owner of his intention to settle such lawsuit or claim, the Investment Owner shall resolve it himself.</p> <p>24.4. Where required, the Investment Owner shall assist the Contractor in resolving such litigation or claim and shall be reimbursed by the Contractor for all reasonable costs incurred.</p> <p>24.5. The Investment Owner is obliged to indemnify and ensure that the Contractor, sub-contractors, and Contractor's personnel are not harmed by any lawsuits, administrative proceedings, claims, losses, damages, along with any costs, including attorneys'</p>

	<p>fees, for an infringement or alleged violation of a registered patent, utility model, industrial design, trademark, copyright or other intellectual property right entered into or existed on the date of contract, such breach or alleged breach arising out of or in connection with any designs, data, drawings, specifications or other documents and records provided or designed by or on behalf of the Investment Owner.</p>
<p>25. Legal changes</p>	<p>Unless otherwise specified in the contract, from 28 days before the bid closing date onwards, if any policy is issued, replaced, modified or declared to be invalid in Vietnam that affect the date of delivery and/or contract price, the delivery date or contract price must be adjusted in proportion to the degree of influence of the contractor in the performance of contractual obligations. An increase or decrease in the contract price is not separately paid or recognized as a separate payable if such increase or decrease in the contract price has been specified in Section 11 GCC.</p>
<p>26. Force majeure</p>	<p>26.1. The Contractor shall not be called upon Performance bond, shall not be liable for damages or be penalized, or be terminated the contract if it is affected by force majeure events that hinder the progress of contract performance or unable to perform contractual obligations.</p> <p>26.2. When a force majeure event occurs, the failure of a party to perform any of its obligations will not be considered a breach of the Contract, provided that the party affected by this incident: (a) have taken reasonable, prudential measures and necessary alternative measures, all for the purpose of performing the terms and conditions of this Contract, and (b) must continue to perform its obligations under the Contract to the extent that such performance is reasonable and realistic.</p> <p>26.3. In this contract, force majeure means an event that are beyond the control of the parties and is not reasonably foreseeable, unavoidable and makes the performance of the contract impossible without the fault or negligence of parties. Force majeure events may include but are not limited to war, riots, strikes, fires, floods, epidemics, isolation due to quarantine or other State policies and regulations.</p> <p>26.4. When a force majeure event occurs, the party affected by the force majeure event must promptly notify in writing the other party of such event and the cause of the event within 14 days from the date of force majeure event occurrence. Concurrently, conclusive evidence of such force majeure event must be submitted to the other party.</p> <p>The contractor affected by the force majeure event must continue</p>

	<p>to perform the contractual obligations to the extent the actual circumstances allow and must find all reasonable measures to mitigate the consequences of the force majeure event.</p> <p>26.5. The period during which a party must complete a work under this Contract is extended by a period equal to the time that the party is unable to perform the work due to a force majeure event.</p>
<p>27. Contract amendment</p>	<p>27.1. The Investment Owner may request the Contractor to amend, supplement the following contents within the contract scope as below:</p> <ul style="list-style-type: none"> a) Modification or change of drawing, technological design or technical requirements with regard to the contract in which manufacturing order is specifically for the Investment Owner; b) Change of mode of transportation and/or packing; c) Change of delivery location; d) Change in related services; đ) Change of contract implementation plan as stated in Section 28 in GCC; <p>27.2. In case the modification or supplementation of contents within the scope of work of the contract specified in Section 27.1 GCC changes the cost or time to perform any term in the contract, the contract price or the date of delivery, the date of completion of related services must be adjusted accordingly and the two parties shall amend and supplement the contract. The Contractor's request for an adjustment to the contract price, delivery date or completion date must be made within 28 days from the date on which the Contractor receives the Investment Owner's request to amend or supplement the work content of the contract.</p> <p>27.3. Where the Contractor supplies goods with a new version of the same goods from the same manufacturer, from the same country of origin, with technical features, configurations, parameters, etc. equivalent to or better than the version of the goods proposed by the Contractor in Bids document and comply with the requirements of Bidding document, the Contractor must notify in advance in writing to the Investment Owner for consideration. In this case, based on the demand of usage, the Investment Owner may accept the Contractor's proposal provided that the unit price and other conditions of the contract remain unchanged.</p> <p>27.4. In case it is necessary to perform related services having not been mentioned/stated in the contract, the Investment Owner and the Contractor shall negotiate and ensure that the unit price is suitable for the market price.</p> <p>27.5. The Investment Owner and the Contractor will negotiate to sign the contract supplements in case of contract amendments and</p>

	<p>supplements.</p> <p>27.6. During the contract performance, the Contractor may propose cost-saving solutions including at least the following points:</p> <ul style="list-style-type: none"> a) Solution description, explaining the difference from the requirements under the signed contract; b) Comprehensive analysis of the costs and benefits of the solution, including description and estimation of the costs (including life cycle costs) that may arise for the Investment Owner in the event of approval of the Contractor's proposal; c) Impact of the solution on contract performance efficiency. <p>27.7. The Investment Owner may accept the Contractor's proposal if it demonstrates one of the following benefits without affecting the mandatory functions of the goods:</p> <ul style="list-style-type: none"> a) Shorten delivery time; b) Reduced contract price or life cycle costs for the Investment Owner; c) Improve the quality, efficiency or sustainability of the goods in the contract; d) Any other benefits for the Investment Owner. <p>In case the Contractor's proposal is accepted by the Investment Owner and reduces the contract price, the Investment Owner shall pay the Contractor at the rate specified in SCC for the contract discount value.</p> <p>In case the Contractor's proposal is accepted by the Investment Owner and increases the contract price but reduces the life cycle costs due to the impact of the factors specified at Points a, b, c and d of this Section, the payment of Investment Owner to the Contractor according to the increase in the contract price.</p>
28. Changing of Contract implementation	<p>28.1. During the performance of the contract, if adverse conditions arise, preventing the Contractor or sub-contractors from providing goods and the schedule for performing related services specified in Section 9 GCC, The Contractor must promptly notify in writing the Investment Owner of the delay, the cause and the delay period. On the basis of the Contractor's notice, the Investment Owner shall promptly assess the situation and may consider extending the Contract. In case the Investment Owner agrees to the extension, the parties shall negotiate for contract amendment.</p> <p>28.2. Except for the force majeure event specified in Section 26 GCC, the Contractor who is late in delivering the goods or completing the related services is obliged to be borne damage compensation to the Investment owner in accordance with the provisions of Section 22 GCC.</p>
29. Contract	29.1. Termination of the contract due to a breach

Termination	<p>a) The Investment Owner may terminate the contract in whole or in part without prejudice to other remedies for breach of contract by notifying the Contractor in writing of the contract breach in the following cases:</p> <p>(i) the Contractor's failure to deliver the goods or part thereof within the period specified in the contract, or within the grace period specified in Section 28 GCC;</p> <p>(ii) the Contractor fails to perform any other obligations under the contract;</p> <p>(iii) The Investment Owner determines that the Contractor commits one of the prohibited acts specified in Article 16 of the Procurement Law of Vietnam during the bidding process or contract performance;</p> <p>b) In the event that the Investment Owner terminates a part or the whole of the contract in accordance with sub-paragraph (a) of this Section, the Investment Owner may procure related terminated goods and related services by appropriate terms and methods. The Contractor shall be liable to indemnify the Investment Owner for any additional costs arising from the purchase of such goods and related services. However, the Contractor must continue to perform the part of the contract that has not been terminated.</p> <p>29.2. Termination of contract due to inability to pay</p> <p>In the event of the Contractor's bankruptcy or insolvency, the Investment Owner may terminate the Contract at any time by giving notice to the Contractor. In such event, the contract will be terminated, and the Contractor shall not be compensated, provided that such termination shall not prejudice or affect any prior right of action or remedy of the Investment Owner former or later.</p>
30. Export restrictions	<p>In case the country or territory providing goods and services has trade regulations that lead to export restrictions, making it difficult for the Contractor to perform contractual obligations, the Contractor is not required to fulfill its obligation to deliver or perform the services, provided that the Contractor provides the Investment Owner with documents evidencing the completion of all necessary export formalities, including obtaining a license or authorized to export goods or services under the contract. In this case, the Investment Owner may terminate the contract with the Contractor.</p>

Chapter VII. SPECIAL CONDITIONS OF CONTRACT

Unless otherwise specified, the entire SCC must be fully written by the Investment owner prior to issuance of the BD.

GCC 1.1	Investment Owner: Viettel Group Address: Lot D26, Cau Giay New Urban Area, Cau Giay ward, Ha Noi, Viet Nam. Tax code: 0100109106 Phone No.: (024) 62556789 Fax: 024-62661898
GCC 1.3	Contractor: _____ <i>[insert name, address, account number, tax code, phone, fax, email of the successful bidder]</i>
GCC 1.11	Place of delivery: _____ <i>[name and detail information about the destination for delivery]</i> <i>[Following the information in the Scope of Supply section of the BD]</i>
GCC 2.2	The following documents constitute integral parts of the Contract <i>[list the documents]</i>
GCC 4.1	Any notice should be sent to following address of Investment Owner: Attendant: Mr Ha Quang Huy – Chief of Investment and Construction Division – Viettel Group Address: Lot D26, Cau Giay New Urban Area, Cau Giay ward, Ha Noi, Viet Nam Phone number: (024) 62556789 Email address: Haquanghuy@viettel.com.vn
GCC 5.2	- Value of Performance Guarantee: <i>2% of the contract price.</i> - Validity of Performance Guarantee: Performance Guarantee is valid from the issuance date until thirty (30) days after the date the Technical Acceptance Certificate (TAC) signed and stamped by the Investment Owner or both Parties, and the Investment Owner received the valid Warranty Bond. In any case, if the Performance Guarantee expires prior to one (01) month after the date of Technical Acceptance Certificate (TAC), the Contractor shall, at his own cost, be responsible for extending the Guarantee for at least one (01) month per extension or a period as requested by the Investment owner. All costs related to the Performance Guarantee shall be borne by the Contractor.
GCC 5.4	Period for returning the Performance Guarantee: within ten (10) days from the expiry date of the Performance Bond or the Performance Bond shall be automatically released after thirty (30)

	days after the date the Technical Acceptance Certificate (TAC) signed and stamped by the Investment Owner and the Investment Owner has received the valid Warranty Bond in accordance with the provisions of the Contract.
GCC 6.1	List of sub-contractors: ___ [<i>insert the list of sub-contractors in accordance with the list of sub-contractors stated in the Bid Documents</i>].
GCC 7.2	Amicable negotiation period: within 30 days. Dispute settlement: Should the dispute not be resolved by negotiation within thirty (30) days from the date one Party sends a written request to the other Party to settle the dispute, the Parties have the right to bring the dispute to a competent Court to settle in accordance with under the law. Court fees and attorney fees of the other Party shall be borne by the non-prevailing Party.
GCC 9	The Contractor shall provide following information and documents as below: <ul style="list-style-type: none"> (1) [<i>For oversea goods</i>] Clean "Shipped on Board" Bill of Lading showing consignee as VIETTEL GROUP, Address: Lot D26, Cau Giay New Urban Area, Cau Giay ward, Ha Noi city, Vietnam, and marked "freight prepaid" in 3/3 originals And/Or Clean AWB showing consignee as VIETTEL GROUP, Address: Lot D26, Cau Giay New Urban Area, Cau Giay ward, Ha Noi city, Vietnam and marked "freight prepaid" in one (01) original and one (01) copy; (2) [<i>For oversea goods</i>] Commercial invoice for 100% total value of each shipment signed by the Contractor in two (02) originals showing clearly CIP/CIF Price, Foreign Contractor Withholding Tax (if any) and the payable value; (3) [<i>For local goods</i>] VAT invoice for 100% total value of each shipment issued in accordance to applicable law (for local goods); (4) Packing list signed by the Contractor in two (02) originals (for both oversea goods and local goods); (5) Certificate of Quantity and Quality issued by the Manufacturer in two (02) originals; [<i>if necessary, for</i>

both oversea goods and local goods]

- (6) [For oversea goods] Certificate/Policy of Insurance “Institute Cargo Clauses (ICC) 2009 - Clause A” together with War and Strike Clauses, covering all risks including war and strike risks as stated in Section 19 in one (01) original and one (01) copy;*
- (7) [For imported goods including oversea goods and goods manufactured, processed abroad and have been imported in Vietnam of local goods] Certificate of Origin issued by the competent authorities of the manufacturer’s country/exporting country/third party country showing clearly manufacturer’s countries in one (01) original and one (01) copy;*
- (8) [for Foreign Part with country of origin from China] One (01) first Original Certificate of Origin Form E and one (01) Triplicate Certificate of Origin Form E issued by the Authorized Entry-Exit Inspection and Quarantine Bureau for Foreign Part with country of origin from China as required from the Buyer [if any]*
- (9) [For material/accessories/domestic goods] Certificate of conformity issued by the manufacturer showing clearly manufacturer’s countries in one (01) original and one (01) copy;*
- (10) Detailed packing lists with a full list of serial numbers of all the Goods (details to removable cards) supplied under the Contract in the form of an excel file and hard copy. The items of Goods prescribed in such files must be structural and synchronous;*
- (11) Other documents (depending on the goods type...);*
- (12) License Certificate or equivalent documentation showing Investment owner’s End user is granted the right to use the software license aligned with the scope of supply (applicable for stand-alone software);*
- (13) For the purpose of goods importation, in case of requirement from Vietnamese authorities for relevant*

goods, the Contractor shall (1) provide the Investment Owner with (i) one (01) notarized Test Report(s) issued by the Vietnamese competent authorities, and (ii) one (01) notarized Type Approval(s) issued by the Vietnamese competent authorities and (iii) notarized Self-Assessment and technical documents issued by the Manufacturer; and (2) send the official documents to Vietnamese competent authorities in which permits the Investment Owner to use such Type Approval(s) and Self-Assessment(s) no later than the arrival notice date of the first shipment at the destination port so that the Investment Owner can import the Goods into Vietnam. All the fees, charges and costs arising related to get such Test Report(s), Type Approval(s) and Self-Assessment(s) shall be at the Contractor's account. In case of sending such Test Report(s), Type Approval(s) and Self-Assessment(s) late, the Contractor shall bear all the arising fees, charges and costs (including but not limited to demurrage, storage...). Should any Test Report(s) or Type Approval(s) or Self-Assessment(s) cannot be passed by Vietnamese authority, the Investment Owner has the right to return all these goods, the Contractor shall, at its own cost and free of charge to the Investment Owner, replace such goods with the brand-new goods as requested by the Investment Owner. In this case, the date of Investment Owner's receipt of the replacement shall be considered as the date of delivery of goods. Should this date be later than the delivery time [as required in Chapter V – BD], the Contractor shall bear the penalty for delay in delivery as stated in SCC and GCC 22. In this case, both Parties must repeat the test report checking activities as stated above. Should the replacement be still not compliant with requirements of the Vietnamese authorities and the Contractor fails to get Test Report(s) or Type Approval(s) or Self-Assessment(s), the Investment Owner shall refuse all or a part of Goods at the Investment Owner's option, terminate the part or whole of the Contract which is

	<p><i>affected and the Contractor shall take responsibilities as stated in Section 22, 29 GCC, Section 22 SCC and Article 4 of the Contract.</i></p> <p><i>In case the import licenses/quality registration for each type of the Goods under the Contract cannot be obtained (for reasons not attributable to the Investment Owner), a part of the Contract regarding such Goods deems to be null and void. In this case, the Investment Owner shall be entitled to return such Goods to the Contractor at the Investment Owner's place of delivery or designated location in Vietnam, and the Contractor must pay back the Investment Owner all the paid payment (if any) for the part of the Contract which is null and void and/or adjust/amend the Contract accordingly.</i></p> <p>All copies must be certified true copies from the original or a true copy of the original of the enterprise (in case of a copy of the enterprise, the original must be present for comparison). The Contractor warrants the integrity and accuracy of these copies. The Investment Owner must receive the above information and documents before the goods arrive at the place as stated in the Contract, otherwise the Contractor will have to bear all related costs incurred.</p>
GCC 11.1	Contract type: Lump-sum contract
GCC 11.2	Contract price: fixed
GCC 12.3	<p>Adjustment of tax: Allowed.</p> <p>During contract implementation period, at payment time, there should be changes in Tax law (increase or decrease) and the tax adjustment be stated in Contract, and Contractor can submit documents defining the amount of tax arising, the amount of tax variance shall be adjusted according to terms of contract.</p>
GCC 13.1	<p><u>Advance payment</u>: equivalent to 15% of the total payable value of the Contract shall be paid within thirty (30) days from the date of Investment Owner's receipt of the Advance Payment Bond equivalent to 15% of the total payable value of the Contract (=100% advance payment amount) provided that the Contract has been signed and stamped by both Parties and the Investment Owner has received Performance Bond. The entire advance payment amount</p>

	<p>will be withdrawn by Investment Owner's deduction from the 1st payment.</p> <p><i>Advance payment bond for goods:</i></p> <p>The Contractor is responsible for submitting Advance Payment Bond equal to the advance payment amount for goods according to Form No. 20 Chapter VIII, Part 4 in a form of a letter of guarantee from a credit institution, bank branch foreign countries established under Vietnamese law, is unconditional and irrevocable. The guarantee will be valid from the advance amount received by the Contractor until 45 days after the date of Handover Certificate is signed and stamped. In case the Contractor does not want to receive the advance payment, the Advance Payment Bond is not required. All the costs and charges related to the Advance_Payment Bond shall be borne by the Contractor.</p> <p><i>Advance payment bond for service (if any):</i></p> <p>The Contractor is responsible for submitting Advance Payment Bond for Service equivalent to advance payment amount for service value of the Contract according to Form in Chapter VIII in the form of a letter of guarantee from a credit institution, foreign bank branch established under Vietnamese law, is unconditional and irrevocable. The guarantee will be valid from the advance amount received by the Contractor until 30 days after the date of Technical Acceptance Memorandum (TAM) signed and stamped by both Parties provided that the Investment Owner has recalled the advance payment amount wholly. In case the Contractor does not receive the advance payment, the Advance Payment Bond is not required.</p> <p>In any case, if the Advance Payment Bond expires prior to one (01) month after the date of HOC (for Goods) or TAM (for Services), the Contractor shall, at his own cost, be responsible for extending the Bond for at least one (01) month per extension or a period as requested by the Investment owner. All the costs and charges related to the Advance Payment Bond shall be borne by the Contractor.</p>
GCC 14.2	<p>Payment method: Telegraphic transfer</p> <p>Both Parties mutually agree that the total payable value of the Contract is not including the foreign contractor withholding tax</p>

which is withheld by the Investment Owner to pay to Tax Authorization in Viet Nam.

Total payable value = the Contract price – foreign contractor withholding tax.

The Investment Owner will pay the Contractor as follows:

For Goods price:

- ***First payment:*** 50% of the total Payable value for Goods minus the advance payment value of 15% of the total Payable value for Goods, equivalent to 35% of the total Payable value for Goods, to be paid within thirty (30) days from the date of Handover Certificate (HOC) signed and stamped by the authorized representative of the Investment Owner and the Contractor provided that the Contractor has presented the Invoice and other documents as specified in GCC 9 and SCC 9.

- ***Second payment:*** 20% of the total Payable value for Goods will be paid within thirty (30) days from the date the Technical Acceptance Memorandum (TAM) is signed and stamped by the authorized representative of the Investment Owner and the Contractor as specified in GCC 21, provided that both parties have signed and stamped the Handover Certificate (HOC).

- ***Third payment:*** 30% of the total Payable value for Goods will be paid within thirty (30) days from the date the Technical Acceptance Certificate (TAC) has been signed and stamped by the Investment Owner provided that the HOC, TAM and Contract Settlement Certificate has been presented and the Contractor has presented the Warranty Bond equivalent to five percent (05%) of the Contract price as specified below.

For service price:

- ***First payment:*** 70% of the total Payable value for Services minus the advance payment value of 15% of the total Payable value for Services, equivalent to 55% of the total Payable value for service will be paid within thirty (30) days from the date the Technical Acceptance Memorandum (TAM) is signed by the authorized representative of the Investment Owner and the Contractor as specified in GCC 21, provided that the both parties have signed and stamped the Handover Certificate (HOC).

- ***Second payment:*** 30% of the total Payable value for Services will be paid within thirty (30) days from the date the Technical Acceptance Certificate (TAC) has been signed and stamped by the Investment Owner provided that the HOC, TAM and Contract Settlement Certificate has been presented and the Contractor has

	<p>presented invoice for service conforming to regulations and the Warranty Bond equivalent to five percent (05%) of the Contract price as specified below.</p> <p><i>As for the Warranty Bond:</i> After the issuance of TAM, the Contractor must submit to the Investment Owner one (01) unconditional and irrevocable Warranty Bond of five percent (5%) of the Contract price in the form of a Letter of Guarantee as agreed by the Investment Owner. The Warranty Bond is effective no later than the start date of the Warranty Period to the end date of the Warranty Period. The Warranty Bond is made by submitting a letter of guarantee from a credit institution or foreign bank branch established under Vietnamese law and is an unconditional and irrevocable guarantee (paid on request). This Warranty Bond is intended to secure all obligations and responsibilities of the Contractor during the warranty period. A letter issued by the Investment Owner certifies that the Contractor fails to perform any warranty obligation under the Contract or a part of the Contract or reject any responsibility therefrom, sent to the guaranty Bank, shall be a legal document to call on the Warranty Bond. In any case, if the Warranty Bond expires prior to the conclusion of warranty period, the Contractor shall, at his own cost, be responsible for extending the Bond for at least one (01) month per extension or a period as requested by the Investment owner. All the costs and charges related to the Warranty Bond shall be borne by the Contractor.</p> <p>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 15 days 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.</p> <p><u>L/C payment can be considered.</u></p> <p><u>Partial drawings are not allowed. The payment installments and documents presented for each payment must be in order.</u></p>
GCC 14.3	Currency for payment is ___ [write the currency for payment complying with ITB and Bids]

GCC 15.2Rights: *None*

GCC 18.2

Packing, notes for Goods, documents inside and outside the package:

Packing: All goods must be palletized and packed in accordance with International Export Standard by air/sea that ensure to be safe during process of unloading and domestic transporting to the Investment Owner's warehouse. The packing must be suitable for each type of means of transport to deliver goods from the place of origin to the Investment Owner's warehouse. The goods must be packed fully with complete category (including main goods, accessories, spare parts and other synchronous materials) in each case. In case the Contractor does not comply with the regulations stated above, the Contractor shall bear the responsibility to repack it (if *necessary*) and bear all the arising fees, charges and costs as requested by the Investment Owner.

The serial number and bar code of all items of the goods (details to removable cards) must be stuck in the front surface of the items. Such serial numbers and bar codes must be standardly stuck in order to be easily recognized by the barcode scanning machine. 2D barcode or QR code must be shown on carton box clearly. In case the barcode/QR code is torn and scratched, the Contractor shall be responsible for solving the trouble to meet the Investment Owner's requirement. The Serial number shall be the same as the Serial List stuck on the carton box.

Marking: On each package, Marking is clearly written in English as follows:

- Shipper Name
- Consignee name: Viettel Group, Lot D26, Cau Giay New Urban Area, Cau Giay ward, Ha Noi city, Vietnam
- Contract number
- Destination port
- Number of packages
- Name of the Goods
- Weight/Measurement (KG) / L x W x H (cm)
- Name of Manufacturer and exporting country.
- Country of origin
- Year of production

In addition, there are fully necessary notice under the

	<p>manufacturer's standards and general rules such as "Be careful in transporting" depending on the characteristics of each type of the Goods.</p> <p>Label: The Contractor ensures that the original label and supplementary label must comply with applicable Vietnamese regulation. Otherwise, the Contractor shall bear all the arising costs and fees (if any)</p>
GCC 19	<p>Insurance term for oversea goods: The Contractor shall buy the insurance "Institute Cargo Clauses (ICC) 2009 - Clause A" together with War and Strike Clauses for the Goods, covering risks from the time goods loaded on means of transportation at the Contractor's warehouses until the time goods is unloaded at the discharging ports in Vietnam, showing the Insured/Assured is Viettel Group.</p> <p>Such insurance shall cover 110% of invoice value of goods under the Contract. The Insurance Policy/Certificate shall be issued by a reputable insurance company having a branch or representative office in Vietnam, showing (i) claims payable in Hanoi, Vietnam in invoice currency and (ii) claim documents as stated in the Contract.</p>
GCC 20.1	<p>The responsibility of transporting the Goods is performed as follows: According to the contract, the Contractor must transport the goods to the place of delivery. The transportation of goods to the place of delivery, including insurance, storage and <i>unloading [if any]</i> as specified in the contract, shall be performed by the Contractor; related costs are included in the contract price.</p>
GCC 20.2	<p>Services include: _____ [<i>refer to services as required in Chapter V</i>].</p>
GCC 21.1	<p>Testing and acceptance: The two parties will inspect and test the Goods according to the provisions of Annex 3.1 - Procedures on the handover, testing process under Contract.</p>
GCC 21.2	<p>The inspection and testing of Goods shall be carried out at: __ [<i>as referred in Chapter V</i>].</p>
GCC 22	<p>1. Penalty for breach of contract: Applicable.</p> <p>Except in case of force majeure as prescribed in Section 26 GCC, if the Contractor fails to deliver the Goods or provide related services within the time period stated in the contract; or the TAC issuance is delayed compared to the schedule stated in the Contract due to the default of the Contractor/Contractor's goods, the Investment Owner may deduct from the contract price a penalty corresponding to: 1%/week basing on the value of violation part</p>

	<p>until that work completed. The violation part means the delay delivered goods and the remaining part of goods that cannot be installed and operated due to that delay and goods/the part that cannot perform with full capacity and specifications after acceptance and related services. The Investment Owner will deduct up to 8% of the violation part. When the maximum penalty is reached, the Investment Owner may consider terminating the contract in accordance with the provisions of Section 29 GCC.</p> <p>2. Compensation: Applicable</p> <p>In the event of a breach of the Contract, the breaching party shall be responsible for indemnifying the other Party for all actual and direct losses and damages the other Party has to suffer due to the failure of the breached Party to perform its obligations in this Contract as well as direct benefits that the other Party should have earned if there was no breach of the Contract as prescribed by law.</p>
<p>GCC 23.2 GCC 23.3</p>	<p>Time for repair, replacement is: _____ days from the date the Contractor takes the goods back from Investment Owner’s warehouse to the date the Investment Owner receives the goods at Investment Owner’s warehouses [<i>as referred to the Chapter V</i>]</p>
<p>GCC 23.4</p>	<p>- Warranty period is: _____ days from the TAC [<i>as referred to the Chapter V</i>]</p> <p>- Warranty place: _____ [<i>as referred to the Chapter V</i>].</p>
<p>GCC 27.7</p>	<p>In case the proposal of a cost-saving solution is approved by the Investment Owner and helps to reduce the contract price, the Investment Owner shall pay the Contractor 30% of the discount value contract.</p>

Part 4**Chapter VIII. FORMS OF CONTRACT**

This chapter includes forms which shall constitute a part of Contract after being fulfilled completely. Form of Performance Bond and Advance payment Bond for Bidder winning Bid to fill in and shall be completed after being awarded contract.

LETTER OF BID ACCEPTANCE AND CONTRACT AWARD

_____, date ____ month ____ year ____

To [*insert name and address of Bid winner*], herein after referred as “Bidder”Subject: *Notification of Bid acceptance and Contract award*

Pursuant to the Decision No....date....month...year of Investment Owner [*insert name of Investment Owner, herein after refer as “Investment Owner”*] on approval of Bid selection result of Bid Package No...., the Investment owner [*insert name of Investment owner, herein after refer as “Investment owner”*] would like to inform that Investment Owner accept the Bids and decide to award contract to Bidder to implement Bid Package No....[*should the BP contain different parts, insert name of those part that the Bidder win*] with the Contract price of...[*insert Bid-winning price stated in Decision on Bid selection result*] and implementation time of ...[*insert Bid package implementation time stipulated in Decision on Bid selection result*]

Legally representatives of Bidder to finalize and sign Contract with Investment Owner in accordance with following schedule:

Contract finalization time: _____ [*insert date of contract finalization*] ___ at _____ [*insert place of contract finalization*].

Time of contract signing _____ [*insert date of Contract signing*] at _____ [*insert place of Contract signing*] enclosed with Draft of contract.

Bidder to submit Performance Bond in Form No.19 Chapter VIII – Contract Forms of Bidding Document with the value of _____ and validity _____ [*insert value and validity period as stated in SCC 5.1 of Bidding Document*]

This document is an integral part of Contract Document. After receiving this letter, Bidder shall send a letter of acceptance for Contract finalizing invitation and submit Performance bond as requested above in which Bidder must commit its current capability still meet requirement in Bidding Document. Should Investment Owner detect that current capability of Bidder did not satisfy requirements of performing Bid Package, Investment Owner shall refuse to finalize and sign Contract with Bidder.

Prior to date ____ month ____ year ____⁽¹⁾, should Bidder do not or refuse to finalize and sign Contract or do not submit Performance Bond as required above, Bidder shall be eliminated and Bid security shall not be returned.

For and on behalf of Investment owner

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

¹ Time must be corresponding to time stated in Form of Bid security

CONTRACT

As attached file

PERFORMANCE BOND

_____, date ____ month ____ year ____

To:[*Investment owner's identification*]
(hereinafter referred to as the Investment owner)

Pursuant to [*Bidder's identification*] (the Bidder who has won the Bid Package No..... [*Bid package's identification*], hereinafter referred to as the Bidder) commitment to sign the Contract for procurement of goods under the Bid package (hereinafter referred to as the Contract) ⁽¹⁾;

As required by the Bidding Documents (*or the Contract*), the Bidder shall submit to the Investment owner a Performance Bond with a certain amount as the undertaking for Bidder's contractual obligations during the implementation of the Contract;

We,[*Bank's identification*] in.....[*country or territory*] whose legally registered office is located at [*Bank's address*⁽²⁾] (hereinafter referred to as the Bank), agree to grant this Performance Bond for the Bidder as the undertaking for the Bidder's contractual obligations with the amount of [*the value of guarantee amount in word and in number and the currency as required SCC 5.1 under Bidding Documents*]. We confirm that on behalf of the Bidder irrevocably and unconditionally undertake to pay the Investment owner an amount up to the aforementioned[*guarantee amount*] on the written demand of the Investment owner notifying that the Bidder does not perform and complete his contractual obligations under the Contract within the Performance Bond's validity.

This Performance Bond shall be valid from issuance date to the end of date ____ month ____ year ____ ⁽³⁾

Legal representative of Bank
[*name, title, signature and stamp*]

Note:

(1) Under the circumstance the Bank requires a signed contract before issuing bond, the Investment owner should report to the Investment owner for consideration and resolution. In this case, it is to be amended as follows:

Pursuant to [*Bidder's identification*] (the Bidder who has won the Bid Package No..... [*Bid package's identification*], hereinafter referred to as the Bidder) commitment under the Contract No. [*Contract number*] (hereinafter referred to as the Contract);

(2) Bank's address: specify address, phone number, fax number and e-mail address for contacting.

(3) Specify the validity period as required in SCC 5.1.

ADVANCE PAYMENT BOND⁽¹⁾

_____, date ____ month ____ year ____

To.....[*Investment owner's identification*]
 (hereinafter referred to as the Investment owner)
 [*Contract identification and number*]

Pursuant to advance payment terms stipulated in the Special Conditions of Contract, [Bidder's identification and address] (hereinafter referred to as the Bidder) should submit to the Investment owner a bank guarantee to confirm the Bidder shall use the advancement amount of [*the value in word, in number and currency*] for the right and justiciable purposes during contract implementation;

We,[*Bank's identification*], in[*country or territory*] whose legally registered office is located at [*Bank's address* ⁽²⁾] (hereinafter referred to as the Bank), on request of the Investment owner, irrevocably, unconditionally and without regard to the Bidder's consideration, agree to grant the Investment owner an amount up to [*the value in number, in word and currency as required in SCC 13.1 under Bidding Documents*].

In addition, we agree that no modification, addition and/or alteration to contract terms or any documentation in connection with the contract signed between the Bidder and the Investment owner shall change any of our responsibility and obligation thereof.

This Advance Payment Bond shall be valid from the date the Bidder receives the advancement amount under the Contract to⁽³⁾.

Legal representative of Bank
 [*name, title, signature and stamp*]

Notes:

(1) Based on specific terms under the Bid package to stipulate in concordant with SCC 13.1

(2) Bank's address: specify address, phone number, fax number and e-mail address for contacting.

(3) Delivery plan under the Contract. In case of partial shipment, advance payment bond could be regulated to expire when the value of delivered and tested goods is greater or equal to the advancement amount. Provided contract implementation plan would be extended, Advance payment bond shall be extended accordingly.