

**BIDDING DOCUMENT  
PROCUREMENT OF GOODS  
ONE STAGE ONE ENVELOPES**

# BIDDING DOCUMENT

PROCUREMENT PACKAGE ID NUMBER: 01

PROCUREMENT PACKAGE NAME: PURCHASING SPARE PARTS FOR RADIO SYSTEM EQUIPMENT

UNDER PROCUREMENT: PURCHASING SPARE-PARTS FOR RESCUING RADIO NETWORK IN HO CHI MINH CITY, SOUTHERN PROVINCES AND HAI PHONG, QUANG NINH, DA NANG, KHANH HOA IN 2026

ISSUED TOGETHER WITH DECISION: 394.../QĐ-VNPT Net-KHĐT-KT,  
dated 25.../3.../2026



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*Handwritten signature and initials*

# SUMMARY

## **PART I - BIDDING PROCEDURES**

### **Chapter I. Instructions to Bidders (ITB)**

This Chapter provides information to help Bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts. Chapter I contains provisions that are to be used without modification.

### **Chapter II. Bid Data Sheet (BDS)**

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

### **Chapter III. Bid Evaluation Criteria**

This Chapter specifies the criteria to be used to evaluate bids and bidders' qualification and experience for performing the contract.

### **Chapter IV. Bid Forms**

This Chapter includes the forms to be completed and submitted by bidders as a constituent part of their bids.

## **PART II - SCOPE OF SUPPLY AND TECHNICAL REQUIREMENTS**

### **Chapter V. Scope of Supply and Technical requirements**

This Chapter includes the List of Goods and Related Services, the Delivery and Completion Schedules, the Technical Specifications and the Drawings that describe the Goods and Related Services to be procured; the Inspection and Tests (if any).

## **PART III - CONDITIONS OF CONTRACT AND CONTRACT FORM**

### **Chapter VI. General Conditions of Contract (GCC)**

This Chapter includes the general clauses to be applied in all contracts of different procurements. This Chapter contains provisions that are to be used without modification.

### **Chapter VII. Special Conditions of Contract (SCC)**

This Chapter includes contract information and clauses specific to each contract. The Special Conditions of Contract modify or supplement but do not replace General Conditions of Contract.

## **PART IV - CONTRACT FORMS**

This Part includes the forms, which, once completed, are constituent parts of the Contract. The forms for Performance Security and Advance Payment Security (if there is a requirement for advance payment) shall only be completed by the successful Bidder prior to the entry into force of the Contract.

## ABBREVIATION

ITB	Instructions to Bidders
BDS	Bidding Data Sheet
BD	Bidding Document
EC	Evaluation Criteria
GCC	General Conditions of Contract
SCC	Special Conditions of Contract
Incoterms	A set of rules which define the responsibilities of sellers and Purchasers for the delivery of goods under sales contracts. They are published by the International Chamber of Commerce (ICC) and are widely used in commercial transactions
CIF, CIP, DAP, DDP...	Trade terms are determined based on the delivery conditions of goods corresponding to their definitions in Incoterms
VND	Vietnam Dong
USD	US dollar
VNPT	VNPT Group
VNPT Net	VNPT Net Corporation
PAC	Provisional Acceptance Certificate
FAC	Final Acceptance Certificate
VNEPS	Vietnam National Electronic Procurement System

**PART I - BIDDING PROCEDURES**

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<b>1. Scope of bid</b>	<p>1.1. The Investor, as specified in BDS, issues this BD to select the Bidder to execute the contract for supply of the Goods under the single-stage one-envelope bidding procedure.</p> <p>1.2. The Bid/Project name, identification, reference number and number of lots (contracts) (if a contract (package) is subdivided into multiple individual lots) are provided in the BDS.</p>
<b>2. Explanation of terms in bidding</b>	<p>2.1. Deadline for the submission of Bids is the deadline for receiving Bids and is specified in Invitation to Bids posted on the VNEPS (System).</p> <p>2.2. Day is calendar day, including weekends, public holidays and New Year holidays in accordance with labor laws.</p> <p>2.3. Time and date on the System is the time and date displayed on the System (GMT+7).</p>
<b>3. Funding sources</b>	Funding sources of the contracts are specified in BDS.
<b>4. Prohibited acts or practices</b>	<p>4.1. Giving, receiving, brokering bribes</p> <p>4.2. Abusing power to illegally interfere in bidding activities in any form.</p> <p>4.3. Collusive practice, including the following acts:</p> <p>a) Colluding, coercing one or more parties to prepare or withdraw their bids, thereby causing one of them will win the bid;</p> <p>b) Making an agreement to refuse the supply goods, not to sign a subcontract, or any other coordinated arrangement intended to restrict competition, so that one party will win the bid;</p> <p>c) The Bidder with appropriate qualifications and experience has participated in bids and meets requirements in the BD but deliberately refuses to provide documents proving their capacity and experience at the Investor's request for clarification of the bid or verification of their submitted documents with the aim of facilitating one party's winning of the bid.</p> <p>4.4. Fraudulent practice, consists of the following acts:</p> <p>a) Forging or falsifying information and/or documents used in bidding;</p> <p>b) Deliberately providing information and documents which are not accurate or objective in the Bid with the aim of</p>

falsifying the contractor selection result.

4.5. Obstructive practice, consists of the following acts:

- a) Destroying, deceiving, altering or concealing of evidence or making false statements; threatening, harassing or intimidating any party to prevent the verification or investigation into a corrupt, fraudulent or collusive practice made with a supervision, inspection or audit authority;
- b) Obstructing competent individuals, investors, bidders in the course of contractor selection;
- c) Obstructing competent authorities having supervision, inspection and audit rights in regard to bidding operations;
- d) Deliberately making false complaints, denunciations or petitions with the aim of impeding bidding process;
- dd) Violating cybersecurity and safety laws to obstruct and/or interfere in online bidding.

4.6. Failure to ensure fairness and transparency, including the following acts:

- a) Participating as a bidder in the bid in which it is the Investor, or taking on duties assumed by the Investor in a manner violating the Law on Bidding;
- b) Producing and appraising BD in the same procurement;
- c) Evaluating Bid and appraising contractor selection results in the same procurement;
- d) Participating directly as a person controlled by the Investor in the bidding/selection process or in the Expert Panel or the Contract Award Review Panel; or as a Director of the Investor to the bids in which his/her family members sign their name to participate; or as the Bidder's legal representative in a bid;
- dd) The Bidder participates in the procurement of goods for which it provided the consulting service previously: producing, appraising, inspecting estimates, technical design, technical drawing design, front-end engineering design (FEED); producing, appraising BD; evaluating Bid; inspecting goods; appraising contractor selection results; supervising contract execution;
- e) Being named as a bidder to the procurement under the project implemented by the Investor or the Investor that is the entity or organization where the bidder worked within 12 months after leaving it;
- g) Setting out specific requirements concerning brand names

	<p>and origin of the Goods in BD, except for Point e Clause 3 Article 10, Clause 2 Article 44 and Clause 1 Article 56 of the Law on Bidding;</p> <p>4.7. Disclosure of documents and information related to the process of selecting contractors, except in cases where information is provided in accordance with Point b Clause 8 and Point g Clause 9 Article 77, Clause 11 Article 78, Clause 4 Article 80, Clause 4 Article 81, and Clause 2 Article 82 of the Law on Bidding, including:</p> <p>a) Content of BD before the official issuance allowed by law;</p> <p>b) Content of Bid; content of request for Bid clarification of the Investor and response of bidder during Bid evaluation process; report of the Investor, report of Expert Panel, evaluation report, report of consulting contractor, report of relevant specialized authority in selection process; recording of bid consideration meetings, remarks and assessment of each Bid prior to disclosure allowed by law;</p> <p>c) Selection results prior to disclosure allowed by law;</p> <p>d) Other documents existing during the bidding/selection process that are marked confidential in accordance with law.</p> <p>4.8. Assignment of Bid or contract in the following cases:</p> <p>a) The contractor transfers a volume of tasks of the package worth more than the maximum value of tasks to be subcontracted and those tasks to be undertaken by specialist subcontractor(s) under the signed contract;</p> <p>b) The successful Bidder assigns part of its work under the Contract to subcontractors mentioned in the contract that extends beyond the scope proposed under Bid without approval of Investor, supervisor, counselor;</p> <p>c) The Investor or the Supervision Consultant allows the Bidder to assign the work under Point a of this Clause;</p> <p>d) The Investor or the Supervision Consultant allows the Bidder to assign the work under Point b of this Clause that exceeds maximum work value for subcontractor under the contract.</p>
<p><b>5. Eligibility of Bidders</b></p>	<p>5.1. The Bidders that are organizations meet all requirements below:</p> <p>a) The Bidders must be an organization with independent financial accounting;</p> <p>b) The Bidders shall not be going through the business dissolution or termination process; their business registration</p>

certificate or registration certificate for cooperative, joint cooperative, cooperative group shall not be revoked; they shall not become insolvent in accordance with bankruptcy laws;

c) Competition in the bidding process as stated in **BDS** shall be ensured;

d) The Bidders shall not be under debarment from participation in procurement activities under Law on Bidding;

dd) The Bidders shall not be criminally prosecuted;

e) Having its name listed on the National Electronic Procurement System before the approval of the contractor selection result.

5.2. The Bidders that are household businesses meet all requirements below:

a) The Bidders shall obtain business household registration certificate as per the law;

b) The Bidders shall not be going through the business dissolution or termination process or shall not have their business household registration certificate revoked; owners of household businesses shall not be criminally prosecuted;

c) The Bidders shall meet requirements under Points c, d, and e Section 5.1 of the ITB.

5.3. Contractors are individuals or groups of individuals who bid for their innovative products that meet the provisions of clause 4, Article 6 of Decree No. 214/2025/ND-CP dated August 04, 2025 of the Government detailing a number of articles and measures to implement the Bidding Law on selecting contractors can participate in bidding when fully meeting the following conditions:

a) Have full civil act capacity according to the laws of the country of which the individual is a citizen;

b) Meet the conditions specified in points c, d and dd Section 5.1 ITB.

5.4. For bidding packages with a bidding price less than 500 million VND in the procurement estimate, the application of purchasing goods from contractors with 50% or more of employees who are disabled, war invalids, and ethnic minorities have labor contracts with a contract implementation period of 03 months or more and at the bid closing time, the contract is still valid and can participate in

	<p>bidding as prescribed in Clause 1, Article 8 of Decree No. 214/2025/ND-CP, implemented according to <b>BDS</b>.</p>
<p><b>6. Contents of Bidding Documents</b></p>	<p>6.1. The Bidding Documents consist of Parts 1, 2, 3 and 4 in conjunction with any Addendum issued in accordance with ITB-Section 7 (if any), which include all the Chapters indicated below:</p> <p><b>Part I. Bidding Procedures:</b></p> <ul style="list-style-type: none"> <li>- Chapter I. Instructions to Bidders (ITB);</li> <li>- Chapter II. Bid Data Sheet (BDS);</li> <li>- Chapter III. Bid Evaluation Criteria;</li> <li>- Chapter IV. Bidding Forms.</li> </ul> <p><b>Part II. Scope of Supply and Technical requirements:</b></p> <ul style="list-style-type: none"> <li>- Chapter V. Scope of Supply and Technical requirements.</li> </ul> <p><b>Part III. Conditions of the Contract and Contract Forms:</b></p> <ul style="list-style-type: none"> <li>- Chapter VI. General Conditions of Contract (GCC);</li> <li>- Chapter VII. Special Conditions of Contract (SCC);</li> </ul> <p><b>Part IV. Contract Forms.</b></p> <p>6.2. The Investor is not responsible for the accuracy and completeness of BD and its addenda as provided in ITB-Section 7, if they were not furnished by the Investor on the System. Based on BD released by the Investor on the System, considerations and evaluations are to be conducted.</p> <p>6.3. Bidder is expected to examine all information in the 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.</p>
<p><b>7. Modification or amendment and clarification of Bidding Documents</b></p>	<p>7.1. Where the modification or amendment of BD is needed, the Investor shall publish the Modification or Amendment Decision, enclosing addenda and adapted BD (including attached and files). Modification of the BD shall be implemented at least 03 working days prior to bid submission.</p> <p>7.2. A Bidder requiring any clarification of BD shall send any request for such clarification to the Investor through the System within the minimum period of 03 working days ahead of the deadline for submission of bids in order for it to be considered and handled. The Investor will receive its enquiries and respond to any request for clarification from the Bidder acquiring bidding documents, and proceed to take required clarification action on the System within 02 working days prior to the deadline for submission of bids. Such</p>

	<p>response shall include a description of the inquiry but without identifying the requesting Bidder's name. Should the Investor deem it necessary to modify or amend BD as a result of a request for clarification, it shall do so following the procedure under Section 7.1 - ITB.</p> <p>7.3. The Investor shall, on its own responsibility, keep track of feedback, enquiries or questions raised on the System to promptly clarify BD in response to any request from Bidders.</p> <p>7.4. The prospective Bidder shall be responsible for keeping itself updated with any addendum to BD or change in the bid closing date and time (if any) on the System to help in preparing its Bid. Where error occurs as a result of failure to monitor and update information on the System thereby causing disadvantages to the Bidder during bid participation including: modification or amendment to BD, bid closing date, contract negotiation, and other details, the Bidder is responsible and subject to the disadvantages in bid participation.</p> <p>7.5. In case of necessity, the Investor shall organize a pre-tender conference to clarify contents in the BD that are unclear to the bidders according to the provisions of the <b>BDS</b>. The Investor shall publish a notice of organization of a pre-tender conference on the System; All interested bidders may attend the pre-tender conference without prior notice to the Investor. The content exchanged between the Investor, the Investor and the Bidders must be recorded in minutes and documented as a clarification of the BD, which shall be published on the System within a maximum of 02 working days from the date of the conclusion of the pre-tender conference.</p> <p>7.6. In case the BD needs to be amended after holding a pre-tender conference, the Investor shall amend the BD as prescribed in Section 7.1 ITB. Minutes of the pre-tender conference shall not be considered an amendment to the BD.</p> <p>7.7. The fact that the bidder does not attend the pre-tender conference or does not have a confirmation of having attended the pre-tender conference is not a reason for disqualifying the bidder's BD.</p>
<p><b>8. Cost of Bidding</b></p>	<p>The Bidder shall bear all costs associated with the preparation and submission of its bid. Fees for submitting Bidding as prescribed in <b>BDS</b>. The Investor shall not be responsible or</p>

	liable for any cost related to the Bidder's participation in the bidding process.
<b>9. Language of Bid</b>	Bid as well as all documents relating to the bid exchanged between the Bidder and the Investor shall be written in English. Supporting documents in the bid may be in another language and enclosed with the translation into English or Vietnamese. In case of lack of translation, the Investor may request the Bidder to supplement such translation if necessary.
<b>10. Constituent elements of the Bid</b>	<p>The Bid shall include:</p> <p>10.1. Letter of Bid Submission in accordance with ITB Section 11;</p> <p>10.2. Joint venture agreement (for any Bidder in a joint venture) using Form No. 03 Chapter IV. Bidding Forms;</p> <p>10.3. Bid Security, in accordance with ITB Section 18;</p> <p>10.4. Documentary evidence of bidder eligibility in accordance with ITB Section 16;</p> <p>10.5. The technical proposal and the documents as required in accordance with ITB Section 15;</p> <p>10.6. The Financial Proposal and Tables/schedules are fully completed in accordance with the provisions of ITB Sections 11 and 13.</p> <p>10.7. The proposed alternative technical solution in the BID as required in accordance with ITB Section 12 (if any);</p> <p>10.8. Any other document specified in the <b>BDS</b></p>
<b>11. Letter of Bid and Tables</b>	The Bidder shall submit the Letter of Bid and all the relevant schedules using the forms furnished in Chapter IV. Bidding Forms.
<b>12. Proposal of Alternative Technical Solution</b>	<p>12.1. Only if the <b>BDS</b> of the Bidding Documents explicitly allows the bidder to propose an alternative technical solution, the alternative proposal is considered.</p> <p>12.2. The Alternative Technical Solution shall only be considered when the main solution is evaluated as responsive to the requirements and the Bidder is ranked the first. In this case, the Bidder must provide all necessary information so that the Investor can evaluate the alternative technical solution, including: explanations, drawings, technical specifications, delivery schedule, costs and other relevant information. The evaluation of the alternative technical solution in the Bidding shall be conducted in accordance with the provisions of Section 5 Chapter III (if any).</p>

**13. Bid Price and Discount**

13.1. The bid price stated in the Letter of Bid and price lists together with discounts must meet the provisions of this Section:

a) Bid price means the price to be quoted in the Letter of Bid, inclusive of all costs for executing the procurement package (excluding any discounts offered), in accordance with PART II - SCOPE OF SUPPLY AND TECHNICAL REQUIREMENTS.

b) The Bidder shall submit the Bid for the whole work specified in BD and state the bid unit price and amount of all items listed in the columns "List of Goods" and "Description of services", using the forms prescribed in Chapter IV. Bidding forms.

Where an item is not priced (leave blank or insert "0") in the columns "Unit Price" and "Total Price", its price shall be deemed to have been allocated to other goods or services of the procurement, the Supplier is obligated to provide such item as required by the BD without any payment by the Purchaser in the course of contract performing. In each Price Schedule, the bidder shall quote as specified in the **BDS**.

c) If the Bidder detects any inaccuracy in quantity of the items mentioned in columns "List of Goods" and "Description of Services" in comparison with the design or requirements prescribed in Section 1 of PART II, CHAPTER V – SCOPE OF SUPPLY AND TECHNICAL REQUIREMENTS, the Bidder may notify the PE and make a separate Price Schedule for the quantity deviation for the PE to consider. The Bidder may not include the price of such quantity deviation in the Bid Price.

13.2. In case of discount, the discount(s) offered by the Bidder shall be proposed either directly in the Letter of Bid or in a separate Letter of Discount. The Bidder shall specify the discounting method and discounted items mentioned in Columns "List of Goods" and "Description of Services". If discounting method is not specified, it shall be understood that all items mentioned in the columns "List of Goods" and "Description of Services" receive equal discounts. The Letter of Discount may be submitted separately or together with the Bid as long as it is received by the PE before the bid closing time. Any Letter of Discount separately submitted shall be preserved as part of the Bid and opened together with the Bid.

	<p>13.3. The Bidder shall bear responsibility for the Bid Price for execution and completion of the Works required in BD. Where the Bidder submits an abnormally low bid, affecting the quality of the contract for supply of goods, the Investor may require the Bidder to justify the feasibility of such abnormally low bid in accordance with Clause 11 Article 140 of Decree No. 214/2025/ND-CP.</p> <p>13.4. The Bid Price quoted by the Bidder shall include all taxes, fees and charges (if any) determined at 28 days prior to the bid closing time. In case the Bid Price is not inclusive of taxes, fees and charges (if any), the Bidding document of the Bidder shall be rejected.</p> <p>13.5. Any other document specified in the <b>BDS</b>.</p>
<p><b>14. Bid currency and payment currency</b></p>	<p>The Bid currency and payment currency shall be: Vietnamese Dong (VND) and/or United State Dollar (USD). Other currency will not be accepted.</p> <p>All of equipment and related services supplied from inside Vietnam territory must be quoted by Vietnamese Dong (VND).</p> <p>For evaluation and comparison purposes, the currency(ies) of Bid used to convert all various currencies into a single currency (equivalent currency), which is VND at Vietcombank's selling exchange rate on the day which is 07 days prior to the bid closing date.</p>
<p><b>15. Documents Establishing the Conformity of the Goods and Related Services</b></p>	<p>15.1. To establish the eligibility or conformity of the goods and related services to BD requirements, the Bidder shall furnish as part of its Bid the documentary evidence that the goods it supplies conform to the technical specifications and requirements specified in Chapter V - Scope of Supply and Technical requirements.</p> <p>15.2. The term "goods" is understood to include machinery, equipment, raw materials, fuel, materials, supplies, and spare parts; product; vehicle; consumer goods; chemicals, testing supplies, medical equipment; commercial software..</p> <p>15.3. The term "origin" is understood as the country or territory where the goods are exploited, raised, grown, produced, manufactured or processed in that country or territory, through manufacturing, processing or assembly to form a commercially recognized product and have significant differences in essential characteristics compared to the original constituent elements.</p>

15.4. The term “related services” includes services such as insurance, installation, maintenance, initial repair, or provision of other after-sales services such as training, technology transfer, etc...

15.5. The Bidder must declare the origin of the goods in Form No. 11 - Chapter IV. In case the Bidder offers multiple origins for a unit of goods (one piece, ...) but the same manufacturer and has the same unit price, the Investor requests the contractor to clarify to specifically determine the origin of these goods.

15.6. The requirements for the origin of goods shall comply with Form No. 11 of Chapter IV. In case the Investor requests requests the origin based on a group of countries or territories as stipulated in Clause 2, Article 44 of the Bidding Law, the bidder must offer goods in accordance with the requirements on origin or Vietnamese origin, even if Vietnam is not included in the specified group of countries or territories. Any bidder offering goods that do not comply with the origin requirements stated in the Bidding Documents or that are not of Vietnamese origin shall be disqualified.

In case the investor requires the bidder to offer goods of Vietnamese origin as stipulated in Point e, Clause 3, Article 10 of the Bidding Law, any bidder offering goods that are not of Vietnamese origin shall be disqualified.

15.7. The bidder must declare the manufacturer of the goods in Form No. 11, Chapter IV. If the bidder offers multiple manufacturers for more than one unit of the goods (e.g., two items, two pieces), the Investor shall request the bidder to clarify the corresponding quantity for each manufacturer. In case the bidder offers multiple manufacturers for a single unit of the goods (e.g., one item, one piece), the bidder's Bidding document shall not be considered or evaluated.

15.8. The bidder must specifically propose the model code (if applicable), brand, origin, and manufacturer. In case the bidder fails to provide specific details on the model code (if applicable), brand, origin, and manufacturer, the bidder's Bidding document shall not be considered or evaluated (the bidder is not allowed to refer to other contents in the Bidding document but must specify these details in Form No. 11, Chapter IV). In case there is a difference between the information declared in Form No. 11, Chapter IV, and the attached documents, the information in Form No. 11, Chapter IV shall be used as the basis for consideration and evaluation,

	<p>except when the model code (if applicable), brand, or manufacturer stated in Form No. 11, Chapter IV does not exist in the market.</p> <p>15.9. The documentary evidence may be in the form of documents, papers, drawings or data, and shall consist of a detailed, item-by-item description of the basic technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the requirements set forth in the BD and a statement of deviations and exceptions (if any) as compared against the provisions of Chapter V - Scope of Supply and Technical requirements.</p> <p>15.10. The bidder must provide a complete list of materials, prices, and suppliers of spare parts, specialized tools, and consumables (hereinafter referred to as "materials and spare parts") necessary to ensure the proper and continuous operation of the goods within the period specified in the <b>BDS</b>.</p> <p>15.11. Standards for manufacture, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Investor in Chapter V - Scope of Supply and Technical requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, catalogue numbers, provided that it demonstrates, to the Investor's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Chapter V - Scope of Supply and Technical requirements.</p>
<p><b>16. Documents Establishing the Qualifications and Experience of the Bidder</b></p>	<p>16.1. The Bidder shall fill all the required information in the forms mentioned in Chapter IV - Bidding forms to establish the Bidder's qualifications and experience to perform the contract in accordance with Chapter III. Bid Evaluation Criteria. The Bidder shall prepare original documents for verification as the request of the PE.</p> <p>16.2. Documentary evidence of the Bidder's capability to perform the contract, if awarded, shall comply with the <b>BDS</b></p> <p>16.3. Where pre-qualification has taken place, upon submission of bid, the bidder shall have to update its qualifications and experience if these have changed as compared to the information declared in its submitted pre-qualification documents; if there is no change in qualifications and experience, the bidder shall undertake in writing about its</p>

	responsiveness to requirements for performing the procurement package.
<b>17. Effective period of Bids</b>	<p>17.1. The effective period of Bidder's Bidding document shall not be shorter than the period specified in the <b>BDS</b>.</p> <p>17.2. In case of necessity, before the expiry of the validity period of the E-bid, the Investor may request bidders to extend the validity of the E-bid, and at the same time request the bidder to correspondingly extend the validity period of the bid security (equal to the validity period of the E-bid after extension plus 30 days). If a Bidder rejects such request, its Bid shall not be further considered and its Bid Security shall be returned. A Bidder accepting the request shall not change any other content of its Bid. The request for extension and responses thereto shall be made in writing.</p>
<b>18. Bid Security</b>	<p>18.1. When taking part in a bidding process, the Bidder shall furnish a Bid Security before the bid closing time either in the form of a Bank Guarantee issued by a bank or credit institution lawfully operating in Vietnam or by depositing a cheque as prescribed in ITB Section 18.2. Where a Bank Guarantee is used, it shall comply with Form No. 04(a) or Form No. 04 (b) of Chapter IV. Bid forms or follow other forms provided that it contains all the essential contents of a bid security. In the event that the effective period of the bid is extended as prescribed in ITB Section 17.2, the Bid Security shall be also extended accordingly.</p> <p>If a joint venture makes a bid, it may provide the Bid Security following either of the two methods below:</p> <p>a) Each and every member of the joint venture shall provide its individual Bid Security provided that total value of Bid Security of all members is not lower than that mentioned in ITB Section 18.2; if the bid security of one member is determined as invalid, the Bid of the joint venture shall be further considered and evaluated. If any member of the joint venture violates the law, causing its bid security to be seized as prescribed in ITB Section 18.5, then the bid security of all members in joint venture shall be seized as a result.</p> <p>b) If joint-venture members agree to let one member be responsible for the Bid Security of all members in joint venture, the Bid Security may then be in the name of the joint venture or the member in charge, provided that the total value is not lower than that mentioned in ITB Section 18.2. If any member in joint venture violates law, causing its bid security</p>

to be seized as prescribed in ITB Section 18.5, then the bid security for the whole joint venture shall be seized as a result.

18.2. Value, currency and effective period of the Bid Security shall be specified in the **BDS**. For centralized procurement of goods where bidder selection is based on supply capacity, the bid security amount shall correspond to the bid price stated in the Bid Submission Form after any discount (if applicable), with the bid security percentage specified in the **BDS**. The validity period of the bid security shall be calculated from the bid closing date until the last valid day of the bid security (The bid security shall remain valid until the last valid day without necessarily extending until the end of 24 hours of that day).

18.3. A Bid Security shall be considered invalid in any of the following cases: having a lower value or shorter effective period as required in ITB Section 18.2, incorrect beneficiary name, does not have a valid signature (digital signature for electronic bid security), signed before the Investor issues the Bidding proposal, includes conditions that are disadvantageous to the Investor (including failure to fully meet the commitments specified in Form No. 04A and Form No. 04B of Chapter IV).

If a bid security is provided in the form of a letter of guarantee or a guarantee insurance certificate, such a document must be signed and (if applicable) stamped by a legally authorized representative of a domestic credit institution, a branch of a foreign bank established under Vietnamese law, a domestic non-life insurance enterprise, or a branch of a foreign non-life insurance enterprise established under Vietnamese law.

18.4. Unsuccessful bidders shall have their bid security either returned or released within the time period as prescribed in the **BDS**. For the selected bidder, the Bid Security shall be returned or released upon the contract becoming effective.

18.5. The contractor violates the bidding laws, resulting in the bid guarantee not being refunded in the following cases:

After the bid closing time and during the validity period of the BID, the contractor submits a written withdrawal of the BID or refuses to perform one or more of the tasks proposed in the BID according to the requirements of the BD;

The contractor violates the provisions of Article 16 of the Bidding Law or violates the bidding laws, leading to the cancellation of the bid.

	<p>The contractor fails to implement the contract performance guarantee as stipulated in Article 68 of the Bidding Law;</p> <p>The contractor does not proceed or refuses to negotiate the contract (if any) within 10 days from the date of receiving the contract negotiation invitation, or has negotiated the contract but refuses to sign the contract negotiation minutes, except in cases of force majeure;</p> <p>The contractor does not proceed or refuses to complete the contract within 20 days from the date of receiving the Notification of bid acceptance and contract award from the Investor, except as stipulated in Clause 4, Article 34 of Decree No. 214/2025/ND-CP or force majeure;</p> <p>The contractor does not proceed or refuses to sign the contract within 20 days from the date of completing the contract, except in cases of force majeure.</p>
<p><b>18a. Format and signatures of Bids</b></p>	<p>18a.1. Bids to be prepared shall consist of: one original Bid 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".</p> <p>On the circumstance of Bids modification or substitution, Bidder shall thereby prepare one original and the quantity of copies documentations 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".</p> <p>Should alternative technical proposals are to be provided in Bids as regulated in ITB 12, Bidders are required to prepare one 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".</p> <p>18a.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</p>

	<p>copies, and/or affects the ranking order of Bidders, Bidder's Bid with discrepancy shall be eliminated.</p> <p>18a.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.</p> <p>18a.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.</p> <p>18a.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.</p>
<p><b>19. Bid closing time</b></p>	<p>19.1. The bid closing time is the time specified in <b>Invitation to Bid</b>.</p> <p>19.2. The investor can extend the bid closing time by amending the Bidding Document. When extending the bid closing time, all responsibilities of the investor and the Bidder based on the previous bid closing time will be adjusted according to the new extended bid closing time.</p>
<p><b>20. Submit, withdraw and amend Bidding Document</b></p>	<p>20.1. Submission of Bid: A bidder only submit one set of Bidding proposal for an Invitation to Bid when participating in bidding. In the case of a joint venture, the leading member of the joint venture (according to the joint venture agreement) shall submit the Bidding proposal after obtaining the approval from all members of the joint venture.</p> <p>20.2. Modification and Resubmission of Bid: If a bidder needs to modify a submitted Bidding Proposal, they must firstly withdraw the entire previously submitted Bid for appropriate modification. Once the modifications are completed, the bidder shall submit a new Bid.</p>

	<p>In case the bidder has submitted a Bid before the Investor makes amendments to the Bidding Documents (if any), the bidder must resubmit a new Bid to comply with the amended Bidding Document. If the bidder fails to resubmit the Bid, the previously submitted Bid (before the amendment of the Bidding Document) will not be opened, reviewed, or evaluated.</p> <p>20.3. Withdrawal of Bid: A bidder is permitted to withdraw the Bid before the bid closing time. In case the Bid is withdrawn after the bid closing time and during the validity period of the Bidding Proposal, the bidder will not be returned the bid security, will be considered as not ensuring credibility when participating in the bidding, and the Bidding proposal will not be evaluated further. The system will notify the bidder the withdrawal status (successful or unsuccessful) and record the timestamp of the withdrawal.</p> <p>20.4. Resubmission and Modification of Bid: A bidder may only withdraw, modify, or resubmit the Bid prior to the bid closing time. After the bid closing time, all Bidding Proposals successfully submitted on the system (except for those submitted by a bidder before the amendment of the Bidding Document, where the bidder did not resubmit a new Bid in accordance with the amended Bidding Document) will be opened for evaluation.</p>
<p><b>21. Bid opening</b></p>	<p>21.1. The Investor must open the bids within no more than 2 hours from the bid closing time. In case only one bidder submits the Bid, the Investor shall consider and handle the situation as prescribed in Clause 5, Article 140 of Decree No. 214/2025/ND-CP; in case no bidder submits the Bid, the Investor shall considers of either extending the bid closing time or reinitiating the bidder selection process (cancel this Invitation to Bid and issue a new one) in accordance with Clause 4, Article 140 of Decree No. 214/2025/ND-CP.</p> <p>21.2. The bid opening minutes shall be publicly posted on the System within 24 hours from the bid opening time, including the following main contents:</p> <p>a) Information about the bidding package:</p> <ul style="list-style-type: none"> <li>• Invitation to Bid number;</li> <li>• Name of the bidding package;</li> <li>• Name of the Investor;</li> <li>• Method of bidder selection;</li> <li>• Type of contract;</li> </ul>

	<ul style="list-style-type: none"> <li>• Bid opening completion time;</li> <li>• Total number of participating bidders.</li> </ul> <p>b) Information about the participating bidders:</p> <ul style="list-style-type: none"> <li>• Bidder's name;</li> <li>• Bid price;</li> <li>• Discount percentage (%) (if any);</li> <li>• Bid price after discount (if any);</li> <li>• Value and validity of the bid security;</li> <li>• Validity period of the Bid Proposals;</li> <li>• Execution period for the bidding package;</li> <li>• Other relevant information (if any).</li> </ul> <p>c) In case the bidding package is divided into several independent parts, information about the bid price for each part must be included as mentioned in Point b of this Clause.</p>
<p><b>22. Confidentiality</b></p>	<p>22.1 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 such process until publication of the Contract Award. Under no circumstances, may information contained in a bid be revealed to (an)other bidder(s), except for information disclosed in the minutes of bid opening.</p> <p>22.2. Except for cases of bid clarification prescribed and the negotiation of contract, the Bidder is not permitted to contact to the Investor on any matter related to its bid and the procurement from the time of bid opening until the publication of bidder selection.</p>
<p><b>23. Clarification of Bids</b></p>	<p>23.1. After completing the bid opening process, Bidders shall provide Bid clarifications to conform to the Investor's request, including their eligibility, conformity and qualifications, tax or duty payment and declaration obligations, specific documents on personnel proposed in Bid of the Bidders. Clarification of eligibility must not result in any substantial change in the eligibility of participating Bidders. Clarification of eligibility of Bid (other than eligibility), technical, financial proposal must not result in any substantial change in basic details of submitted Bid or any substantial change in bid price.</p> <p>23.2. During the evaluation process, Bid clarifications involving Bidders and the Investor shall take place directly by writing documents.</p>

	<p>23.3. Bid clarifications shall be attended by the Investor and the Bidders whose Bids need to be clarified only. In either cases where the Bidder fails to provide any clarification directly affecting the evaluation of eligibility, qualifications and technical or financial requirements, or provides such clarification without conforming to the Investor’s request for clarification, the Investor shall conduct the evaluation of that Bidder’s Bid that has been submitted prior to the deadline for submission of bids. The Procuring Entity must give the Bidders a reasonable amount of time, but not less than 03 working days, for the Bidders to clarify the Bids.</p> <p>23.4. A Bidder shall not, at its discretion, provide clarification of its Bid after the bid submission deadline.</p> <p>23.5. In the event of any discrepancy or inconsistency or unclear points in the content of a Bidder’s Bid, the Investor shall request the Bidder to provide clarifications in compliance with the regulations laid down in ITB Section 23.1.</p> <p>23.6. In the event of any suspicion regarding legitimacy of documents provided by the Bidder, the Investor may verify with organizations and individuals relevant to the contents of the documents.</p> <p>23.7. Where the BD requires commitment, contracts for rules for warranty, maintenance, preservation which are not attached to the Bid, the Investor shall request the Bidder to clarify the Bidder’s Bids and provide additional documents within at least 3 working days in order to evaluate the Bids.</p>
<p><b>24. Deviations, Reservations, and Omissions</b></p>	<p>24.1. “Deviation” means a departure from the requirements specified in the Bidding Documents;</p> <p>24.2. “Reservation” means the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents;</p> <p>24.3. “Omissions” means the failure to submit part or all of the information or documentation required in the Bidding Documents.</p>
<p><b>25. Determine the responsiveness of the Bid</b></p>	<p>25.1. The Investor shall determine the responsiveness of the Bid based on its contents as stipulated in Section 10 of the ITB.</p> <p>25.2. A basically responsive Bid is one that meets the requirements stated in the Bidding Document without any deviations, Reservations, or omissions of essential content.</p>

	<p>Deviations, conditions, or omissions of essential content refer to aspects in the Bidding Document that:</p> <p>a) If accepted, would significantly affect the scope, quality, or functionality of the goods or related services; or would impose substantial limitations, inconsistent with the Bidding Document, on the rights of the Investor or the obligations of the Bidder under the contract.</p> <p>b) If rectified, would unfairly affect the competitive position of other bidders whose Bids are deemed basically responsive to the Bidding Document requirements.</p> <p>25.3. The Investor must examine the technical aspects of the Bid as stipulated in Sections 15 and 16 of the ITB to ensure that all requirements specified in the Bidding Document have been met and that the Bid contains no deviations, Reservations, or omissions of essential content.</p> <p>25.4. If a Bid does not basically meet the requirements stated in the Bidding Document, it shall be rejected. Modifications to deviations, Reservations, or omissions of essential content in the Bid to make it compliant with the Bidding Document shall not be permitted.</p>
<p><b>26. Nonmaterial nonconformities</b></p>	<p>26.1. Provided that a bid is substantially responsive, the PE may accept nonconformities in the bid that do not constitute a material deviation, reservation or omission.</p> <p>26.2. Provided that a bid is substantially responsive, the PE may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information and documentation on such nonconformities shall not be related to any aspect of the bid price. Failure of the Bidder to comply with the request may result in the rejection of its bid.</p> <p>26.3. Provided that a bid is substantially responsive, the PE shall make adjustment for nonmaterial, quantifiable nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or nonconforming item or component.</p>
<p><b>27. Subcontractors</b></p>	<p>27.1. "Subcontractor" means a bidder subcontracted to a prime contractor to render related services.</p> <p>27.2. In cases where service requirements are specified in Form No. 11(b), Chapter IV, the Investor may allow the contractor to use subcontractors. The declaration of</p>

	<p>subcontractor usage shall be carried out in accordance with Form No. 09A, Chapter IV. Maximum rate of Subcontractor's participation is stipulated in BDS.</p> <p>27.3. Subcontracting shall not cause any change in a prime contractor's liabilities. The prime contractor must assume liability for the quantity, quality, progress and others for any part of the works that its subcontractors execute. The subcontractor's qualifications shall not be taken into consideration during the evaluation of the prime contractor's Bid. The prime contractor itself shall meet qualifications and capacity criteria (without regard to qualifications of subcontractors).</p> <p>27.4. Contractors may sign contracts with Sub-contractor in the list of sub-contractors stated in its Bids or with Sub-contractor which Investor approved.</p> <p>27.5. 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 according to the provisions of Point b, Clause 1, Article 133 of Decree No. 214/2025/ND-CP.</p> <p>27.6. The contractor is not allowed to use subcontractors who participate in providing consulting services for the awarded package, and these consulting services include: appraisal of prices; contract supervision; inspection; preparation and appraisal of BD; evaluation of Bid; appraisal of pre-qualification results and contractor selection results; project management consulting; contract management; and other consulting services where these consulting tasks are directly related to the package.</p>
<p><b>28. Preference in bidder Selection</b></p>	<p>28.1. Principles of Preference:</p> <p>a) If a bidder is eligible for more than one type of preference in the evaluation of capacity and experience or financial evaluation, only the most beneficial preference shall be applied for the bidder in each respective evaluation category.</p> <p>b) If all bidders receive the same preference or if none of the bidders qualify for any preference, the preference calculation is not required for comparison and ranking.</p> <p>c) The bidder must provide evidence that the bidder, the goods, or the services offered are eligible for preference as stipulated in Clause 1, Article 10 of the Law on Bidding.</p> <p>d) A bidder is eligible for preference when supplying goods in which the domestic production cost accounts for at least</p>

	<p>30% of the total cost.</p> <p>28.2. For goods specified at Point i, Clause 1, Article 10 of the Law on Bidding, the determination of preferential goods shall be carried out in accordance with the provisions of the sectoral and industry management laws, and not based on the provisions of Section 28.3 ITB;</p> <p>28.3. The Bid evaluation shall allow for preference for the purposes of comparing and ranking Bids:</p> <p>The Goods shall be preferred only if the Bidder bidding for supply of such Goods establishes that their domestic production costs account for 30% or more. Percentage of domestic production costs of goods produced in Vietnam can be determined using formulas below:</p> <p>Direct formula: <math>D (\%) = G^*/G \times 100\%</math></p> <p>Indirect formula: <math>D (\%) = (G - C)/G \times 100\%</math></p> <p>Where:</p> <p>G*: Means domestic production costs</p> <p>G: Means offer price of the goods stated in the Bid, less tax amounts levied; in case of contractor that is manufacturer, G means ex work costs (EXW) of goods</p> <p>C: Means import costs, excluding duties and fees relating to import</p> <p>D: Means percentage (%) of domestic production costs of the goods. Where <math>D \geq 30\%</math>, such goods are preferred in accordance with Articles 6, 7, 8, 9, 10 and 11 of Decree No. 214/2025/ND-CP.</p> <p>28.4. Preference calculation method shall be prescribed in <b>BDS</b>.</p> <p>28.5. Bidders are required to provide information about types of goods entitled to preferential treatment by completing Forms No. 15 - Chapter IV as a basis for consideration and evaluation of preference. If the Bidder fails to do so, its goods shall be deemed ineligible for preferential treatment.</p> <p>28.6. If all the goods that a Bidder bids to supply are not eligible for preferential treatment, the preferential value intended for such goods shall not be evaluated and determined.</p> <p>28.7. The bidder must attach supporting documents to prove that the goods offered are eligible for preference.</p>
<p><b>29. Bid evaluation</b></p>	<p>29.1. The expert team shall apply the evaluation method specified in the <b>BDS</b> to evaluate the Bids.</p>

	<p>29.2. Process of evaluation is as follows:</p> <p>a) Step 1: Evaluation of Eligibility as stipulated in Section 1, Chapter III.</p> <p>b) Step 2: Evaluation of Capacity and Experience as stipulated in Section 2, Chapter III</p> <p>c) Step 3: Technical Evaluation</p> <p>+ Technical evaluation shall be conducted according to evaluation criteria specified in Section 3 of Chapter III. Bid Evaluation Criteria;</p> <p>+ Only technically responsive bidders shall have their financial proposals considered and evaluated in accordance with Sections 4 of Chapter III. Bid Evaluation Criteria.</p> <p>d) Step 4: Financial Evaluation as stipulated in Section 4, Chapter III.</p> <p>dd) Step 5: Bidder Ranking</p> <p>After the financial evaluation, bidder ranking shall be conducted according to the regulations in the <b>BDS</b>. If only one bidder passes the financial evaluation, ranking is not required.</p> <p>e) The first-ranked bidder is invited for contract negotiation (if necessary).</p> <p>If the first-ranked bidder refuses for contract negotiation according to the time as requested in the Invitation for negotiation letter sent by the Investor, then the next-ranked bidder will be invited for contract negotiation without re-ranking the bidders.</p>
<p><b>30. Contract negotiation</b></p>	<p>30.1. The Investor shall be invited bidder who ranks first place for contract negotiation if necessary. The contract negotiation shall base on the followings:</p> <p>a) Bid Evaluation report;</p> <p>b) The bid and bid clarification documents by the bidder (if any);</p> <p>c) BD.</p> <p>30.2. Principles for contract negotiation:</p> <p>a) The contents of bid that are conformable with Bidding Documents shall not be negotiated;</p> <p>b) The contract negotiation shall not change the unit price determined at the financial evaluation step.</p> <p>30.3. Contents for contract negotiation:</p> <p>a) Contents that are not detailed enough, unclear or inconsistent between the Bids and the Bidding Documents, or</p>

	<p>between different contents in the Bidding Documents, may lead to incidents, disputes or negative impacts. affects the responsibilities of the parties during contract implementation;</p> <p>b) The contractor's proposed changes or alternative technical plans if the BD has provisions allowing the contractor to offer alternative technical plans according to ITB Section 12.1;</p> <p>c) Negotiation about key personnel:  During the negotiation process, the contractor is not allowed to change key personnel (personnel proposed in the Bid or personnel who have been replaced once as prescribed in Clause 4, Article 45 of Decree No. 214/2025 /ND-CP), except Bidding evaluation time is longer than expected in the contractor selection plan or due to force majeure reasons, key personnel positions are proposed by the bidder can not participate in contract performance. In that case, the contractor has the right to change other personnel but must ensure that the proposed replacement personnel has qualifications, experience, and capacity equivalent to or higher than the proposed personnel and the bidder is not allowed to change bid price;</p> <p>d) Negotiate issues that arise during the contractor selection process (if any) to complete the detailed contents of the bidding package;</p> <p>dd) Negotiate non-serious errors specified in ITB Section 26;</p> <p>e) Negotiate other necessary contents.</p> <p>30.4. During the contract negotiation process, the negotiating parties complete the draft contract document; SCC, contract annexes including a detailed list of scope of supply, price list, and supply schedule.</p> <p>30.5. In case the negotiation is not successful, the Investor shall consider and decide to invite the next ranked bidder to negotiate; In case negotiations with the next ranked bidders are unsuccessful, the Investor considers and decides to cancel the bid according to the provisions of ITB Section 32.</p>
<p><b>31. Conditions for Bid Award</b></p>	<p>A bidder will be considered for contract award if it meets all the following conditions:</p> <p>31.1. The Bid is valid as stipulated in Section 1, Chapter III. If, at the time of bid approval, the bidder is temporarily suspended or has been removed from the system, the Investor must request the bidder to restore its participation status to be eligible for bid approval.</p>

	<p>31.2. The bidder possesses the required capacity and experience as stipulated in Section 2, Chapter III.</p> <p>31.3. The technical proposal meets the requirements as stipulated in Section 3, Chapter III.</p> <p>31.4. The bidder meets the conditions specified in the <b>BDS</b>.</p> <p>31.5. The proposed contract award price (including taxes, fees, and charges, if applicable) does not exceed the approved package price. If the bidding package estimate is lower or higher than the approved package price, the bidding package estimate will replace the package price as the basis for bid approval.</p>
<p><b>32. Bidding cancellation</b></p>	<p>32.1. Bidding process shall be cancelled when:</p> <ul style="list-style-type: none"> <li>a) All of the submitted Bids fail to meet the BD requirements;</li> <li>b) Changes in the objectives or investment scope in the approved investment decision for a project, or changes in the objectives or scope of procurement for a procurement estimate, due to the reorganization of administrative units, restructuring of state agencies, or other force majeure events that alter the workload or evaluation criteria stated in the Bidding Documents;</li> <li>c) The BD fails to comply with the regulations laid down in Law on Bidding or other relevant law to the extent that the winning Bidder fails to meet the requirements for execution of the Contract;</li> <li>d) The winning Bidder commits prohibited acts under Article 16 of the Law on Bidding;</li> <li>dd) Cancellation of the bidding shall be carried out in accordance with Clause 5, Article 42 of the Law on Bidding.</li> </ul> <p>32.2. Any entity or person that commits violation against law on bidding as prescribed in Points c, d of Section 32.1 – ITB shall be liable for indemnities paid to related parties and shall be sanctioned under law.</p> <p>32.3. Where the cancellation of procurement procedures stated under this Section occurs, within 5 working days, the Investor shall return or release the Bid Security to the Bidder who has submitted the original copy of that Bid Security, except if the Bidder violates Clause 9, Article 14 of the Law on Bidding.</p>
<p><b>33. Notification of Bidder selection result</b></p>	<p>33.1. The Investor shall publish the Notification of Bidder selection result on the Vietnam National Electrical Procurement System, enclosing the Bid Evaluation Report, within 5</p>

working days after approving recommendations for contract award. Content of the Notification of Bidder selection result shall consist of the following:

a) Bidding package information:

- Invitation to bid number;
- Package name;
- Bidding package Price or approved estimate of costs (if any);
- Investor's name;
- Contractor selection method;
- Contract type;
- Implementation duration of the contract package;

b) Winning or successful Bidder's information:

- Tax code
- Bidder's name;
- Bid price;
- Discounted bid prices (if any);
- Technical-part evaluation point (if any);
- Evaluated prices (if any);
- Bid price at which each Bidder is awarded the Contract;
- Implementation duration of the contract package;
- Contract execution duration.

c) For each type of the goods or equipment to be supplied in the procurement, the Investor shall publish the following information:

- Name of the goods;
- Supply capacity;
- Characteristics, technical specifications; codes, labels, markings;
- Origin;
- Bid price at which the Contract is awarded.

d) List of Bidders whose bids are rejected and brief reasons for their rejection.

33.2. Where the Bidder requests specific reasons for being rejected, the Bidder shall send the request to the System or meet the Investor directly. The Investor must respond to the Bidder within 2 working days after receiving the request.

33.3. In case of cancellation of the bidding process prescribed in ITB Section 32.1 (a) –reasons for such cancellation shall be

	clearly defined in the notice of contract award and on the System.
<b>34. Change in quantity of Goods and Services</b>	<p>34.1. At the time of contract award, the Investor has the right to increase or decrease the quantity of the Goods and Related Services, originally specified in Chapter V - Scope of Supply and Technical requirements, provided that it does not exceed the rate specified in the BDS and there is no change to unit price, other conditions or terms of the Bidding Documents or the Bid. Increase or decrease rate stipulated in the <b>BDS</b>.</p> <p>34.2. Optional Additional Purchase</p> <p>Before the contract expires, the Investor and the Bidder may agree to procure additional quantities of goods or services beyond those specified in Chapter IV, provided that the additional volume does not exceed the percentage stipulated in the <b>BDS</b> and complies with Clause 8, Article 39 of the Law on Bidding.</p> <p>The additional work must be similar to the work specified in the signed contract and must have an established unit price. This additional quantity of goods or services shall not be used to evaluate the bidder's capacity and experience.</p> <p>For a joint venture Bidder, the distribution of responsibilities for executing the additional volume under the optional purchase shall follow the work division ratio specified in the signed contract, unless otherwise agreed upon by the parties.</p>
<b>35. Notification of Bid Acceptance and Contract Award</b>	<p>As soon as the Investor publishes the Notice of Contract Award, the Investor shall send a Letter of Bid Acceptance and Contract Award, including requirements pertaining to performance security, time frame for finalizing and signing contract, using Form No. 16 of Part IV.</p> <p>The Letter of Bid Acceptance and Contract Award is part of the contract documents. In case the winning bidder fails to complete, sign the contract or submit the contract performance security within the deadline stated in the Letter of Bid Acceptance and Contract Award, the bidder will be disqualified and will not be refunded. Bid security value as prescribed in ITB Section 18.2. The time limit stated in the Letter of Bid Acceptance and Contract Award is calculated from the date the Investor sends this letter to the winning bidder.</p>
<b>36. Conditions for contract signing</b>	36.1. At the time of signing the Contract, the winning Bidder's Bid remains valid.

	<p>36.2. At the time of signing the Contract, the winning Bidder shall satisfy technical and financial capability and qualification requirements to execute the Contract in accordance with BD requirements. If that winning Bidder has no longer satisfied basic technical qualification and financial requirements as prescribed in the BD, the Investor shall refuse to sign the Contract with that Bidder. The Investor shall cancel the contractor selection decision, Letter of Bid Acceptance and Contract Award issued previously, and invite the next ranked Bidder for contract negotiation (if any).</p> <p>36.3. The investor must ensure the conditions for advance capital, payment capital and other necessary conditions to implement the bidding package on schedule.</p>
<p><b>37. Performance Security</b></p>	<p>37.1. Before signing the contract or before the contract takes effect, the winning bidder must submit contract's performance security as prescribed in GCC Section 5 - Chapter VI. In case of applying a contract performance security letter, the form is specified in Part IV or another form approved by the Investor.</p> <p>37.2. The Performance Security shall not be refunded if:</p> <ul style="list-style-type: none"> <li>a) The Contractor refuses to execute the Contract when the Contract is in force;</li> <li>b) The Contractor violates terms and conditions of the Contract Agreement;</li> <li>c) The Contractor refuses the request to extend the validity of the Contract Performance Security due to the Contractor's fault, leading to a delay in the contract implementation progress.</li> </ul>
<p><b>38. Handling complaints in bidding</b></p>	<p>38.1 When detecting that legal rights and interests are affected, contractors, agencies and organizations may request competent persons and investors to review issues in the contractor selection process and contractor selection results according to the provisions of Articles 89 of the Bidding Law and Articles 137, 138, and 139 of Decree No. 214/2025/ND-CP.</p> <p>38.2. In case of petition to the Investor, contractor, agency or organization, send the petition directly on the System. In case of petition to the Competent Person, the contractor shall send the petition to the address specified in <b>BDS</b>.</p>

## CHAPTER II. BID DATA SHEET (BDS)

<b>ITB 1.1</b>	Investor: VNPT Net Corporation.
<b>ITB 1.2</b>	<p>Name of the bidding package: PURCHASING SPARE PARTS FOR RADIO SYSTEM EQUIPMENT</p> <p>Procurement name: PURCHASING SPARE-PARTS FOR RESCUING RADIO NETWORK IN HO CHI MINH CITY, SOUTHERN PROVINCES AND HAI PHONG, QUANG NINH, DA NANG, KHANH HOA IN 2026.</p> <p>The quantity and ID numbers of the lots pertaining to the bidding package: This bidding package has only one (01) lot.</p>
<b>ITB 3</b>	Sources of Funds: Operations expenditure
<b>ITB 5.1 (c)</b>	<p>Competition in the bidding process must be maintained as follows:</p> <ul style="list-style-type: none"> <li>- Participating Bidders must not own stock or equity capital of over 30% of Investor VNPT Group, except for the following cases: <ul style="list-style-type: none"> <li>+ 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.</li> <li>+ 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.</li> </ul> </li> <li>- 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 follow: <ul style="list-style-type: none"> <li>+ Consultancy of designs preparation: Not Applicable</li> <li>+ Consultancy on valuation: Not Applicable</li> <li>+ Consultancy on contract implementation supervision and inspection: Not Applicable</li> <li>+ Consultancy on Bidding Documents preparation and appraisal: Not Applicable</li> <li>+ Consultancy on Bids evaluation: Not Applicable</li> <li>+ Consultancy on appraisal of bidder selection results: Not Applicable</li> <li>+ Consultancy on project management, contract management, other consulting services that directly related to the bidding package: Not Applicable.</li> </ul> </li> </ul>

	<p>- Government administrative organizations and enterprises that have the same direct management agency and contribute capital when participating in each other's bidding packages do not have to meet the regulations on legal independence and financial independence between bidders and Investor</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>Where:</p> <p><math>X_i</math>: Capital ownership ratio of other organizations or individuals in the alliance member ordinal number <math>i</math>;</p> <p><math>Y_i</math>: Percentage (%) of the part of work by alliance member ordinal number <math>i</math> in Alliance agreement;</p> <p><math>n</math>: Number of members in the alliance.</p>
<b>ITB 5.4</b>	Not applicable
<b>ITB 7.5</b>	Pre-Bid Meeting: Not applicable
<b>ITB 8</b>	Fees for submitting Bidding: free of charge
<b>ITB 10.8</b>	<p>Bidders shall submit with their bids following documents:</p> <p>The bid shall include:</p> <p>Bidder shall provide the notarized/authenticated copy of one of the following documents: the valid establishment, business registration license issued by the competent agency in the respective jurisdiction where the bidder operates. In case of necessity, the foreign Bidders (or foreign member of Joint Venture) shall provide the notarized/authenticated and consular legalized copy of one of above documents as required by VNPT.</p> <p>Executive Summary: describe all essential parts of the Bid;</p> <p>Proposed Product Descriptions (technical and functional) for the offered goods, services...;</p> <p>Scope of Supplying of offered goods, services... based on PART II. CHAPTER V - SCOPE OF SUPPLY AND TECHNICAL REQUIREMENTS;</p>

	<p>Period of contract execution based on PART II. CHAPTER V - SCOPE OF SUPPLY AND TECHNICAL REQUIREMENTS;</p> <p>Documents for proving the validity of import costs of locally produced/processed goods and services as a basis for determining preferences.</p> <p>For Statement of Compliance:</p> <p>The Bidder shall state his degree of compliance and make reference (if any) in relation to all requirements in the following contents:</p> <p>Chapter I. Instructions to Bidders and Chapter II. Bid Data Sheet, Part I;</p> <p>Article 1 and 2, Bid Evaluation Criteria as specified in Chapter III, Part I;</p> <p>Scope of supply and technical requirements of the package as specified in Part II;</p> <p>General Conditions of Contract, Specific Conditions of Contract as specified in Part III;</p> <p>Contract Form as specified in Part IV.</p> <p>For each item, the Bidder shall respond in writing down as follows:</p> <ul style="list-style-type: none"> <li>- FC (Full Compliance) means the Bidder fully meets the requirements specified in the item without any deviations or exceptions.</li> <li>- PC (Partial Compliance) means the Bidder partially meets the requirements specified in the item. The Bidder must explain the deviations or the exceptions or the effects that will have on overall performance of the offered equipment/service.</li> <li>- NC (Non-Compliance) means the Bidder is unable to meet the requirements specified in the item.</li> </ul>
<p><b>ITB</b> <b>12.1</b></p>	<p>Bidders are allowed to propose Alternative Technical solution.</p>
<p><b>ITB</b> <b>13.5</b></p>	<p>In the Bill of Quantity (BoQ), the Bidder shall quote prices according to the following requirements:</p> <p>Bidder shall provide Bill of Quantity (BoQ) in the given Forms 11 - Chapter IV. Other format shall be not considered.</p> <p>All items quoted in the BoQ must have unit price and unit price of each item must be unique within the BoQ. The “included”, “FOC” or other definition is not accepted. The unit price must be applied for the next system expansion contract. The Purchaser has the right to buy, not limited quantity of any item in the quotation of bid.</p> <p>If the price in the BoQ have “Total discount”, the Bidder shall clearly express discount content and method toward each item in BoQ. If the discount method is unclear, pricing discount means even proportion discount for every item of BoQ.</p> <p>All prices shall be expressly stated. The bill of quantities and price list shall enable VNPT to identify the total price for the System of the quoted package which is compliant to the PART II. CHAPTER V - SCOPE OF SUPPLY AND TECHNICAL REQUIREMENTS.</p>

	<p>The bid price shall be valid in accordance with DAP of Incoterms 2010.</p> <p>For the Bid price, Bidder shall consider the Insurance requirement as follow: Bidder will bear the risk of loss of, damage to and will maintain appropriate insurance in relation to the Hardware, Firmware, Software, Documentation and Spare Parts until the date that equipment is completely delivered to Vietnam International airport/seaport, at which time risk of loss and damage will pass to Purchaser.</p>
<b>ITB 15.10</b>	The estimated usage period of the goods: 5 years from expired date of warranty.
<b>ITB 16.2</b>	<p>Documentary evidence of the Bidder's capability to perform the contract if its bid is accepted contains:</p> <ul style="list-style-type: none"> <li>- In case The Bidders is not manufacturer, the Bidder must show the Authorized letter of the manufacturer or Certificate of Joint Venture or Equivalent document for the main offered goods. In case the bid is not enclosed with such document, the Bidder must be responsible to clarify and supplement in the process of evaluating the bid. The Bidders are being awarded the contract only after having submitted to the Authorized letter of the manufacturer or Certificate of Joint Venture or equivalent document.</li> <li>- Goods supplied for this procurement package shall be committed to the legal rights and complied with the rules of intellectual property law and the international treaties to which Vietnam is a member.</li> <li>- The Bidder shall ensure the intellectual property right for all offered equipment. Bidder shall have following written commitments: <ul style="list-style-type: none"> <li>- The bidder shall ensure that he does not have any activities that affect the safety of telecom infrastructure in supplying telecom equipment in the world and in Vietnam;</li> <li>- The bidder shall ensure that, in case of bid winning, the telecom equipments which are supplied by the bidder do not affect the safety of telecom infrastructure;</li> <li>- If the competent authorities detect telecom equipment supplied by the bidder affecting the safety of telecom infrastructure, the bidder shall be fully responsible and must pay compensation for any damage related.</li> </ul> </li> </ul>
<b>ITB 17.1</b>	The effective period of bid (technical proposal and financial proposal) shall be: $\geq$ 180 days from the day of bid closing time.
<b>ITB 18.2</b>	<p>Content of Bid Security:</p> <ul style="list-style-type: none"> <li>- Value and currency of the Bid Security: 30.903 USD or 814.850.304 VND. Bid security is required in the template of a guarantee letter. The guarantee letter must be signed by legal representative of the banks or branch of a foreign bank established according to Vietnam regulations.</li> </ul> <p>For Bidders listed in the list of Bidders with violations specified in Clause 1, Article 20 of Decree No. 214/2025/NĐ-CP and published on the National Bidding Network System, a bid security measure must be implemented with a value three</p>

	<p>times the required value mentioned above for a period of two years from the last occurrence of such violations.</p> <p>In the case of a joint venture contractor, if any member of the joint venture has committed the violations specified in Clause 1, Article 20 of Decree No. 214/2025/NĐ-CP, that member must implement a bid security measure with a value three times the bid security value corresponding to the percentage of work that the member undertakes in the joint venture, for a period of two years from the last occurrence of such violations.</p> <p>- The effective period of the Bid Security shall be: <math>\geq 210</math> days from the day of bid closing time.</p>
<b>ITB 18.4</b>	The unsuccessful bidders shall have their bid security either returned or released within 14 days, from the date on which the results of bidder selection are notified.
<b>ITB 18a.1</b>	18a.1. The quantity of copies: 01 copy (contains 01 USB which stores data of the bid. Data files must be in types of format: .doc/.xls and *.pdf). In case of modifying, substituting Bid Proposals or offering 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.
<b>ITB 27.2</b>	Maximum rate of Subcontractor's participation: 20% of total Service amount.
<b>ITB 28.4</b>	<p>The calculation of margin of preference corresponding to the evaluation method is as follow:</p> <p>a) 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>Non-incentive goods will be adjusted for comparison and ranking by adding 7.5% of the bid price (after error correction, deviation adjustment, and any discounts) offered for the goods to the bidder's bid price minus the discount value (if any) for comparison and ranking</p> <p>If the contractor offers goods of Vietnamese origin with a domestic production cost ratio of less than 50% and the production facility has at least 50% of the employees being disabled, war invalids, or ethnic minorities with a labor contract with a contract implementation period of 3 months or more and at the time of bid closing, the contract is still valid, they will enjoy a 10% incentive coefficient instead of the 7.5% incentive coefficient.</p> <p>b) Preference for goods with Vietnam origin which have Percentage of Goods' local cost of production of 50% or more as follow:</p> <p>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</p>

deduction of discounts of this goods (if any) to the Bidder's bid price minus the discount value (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 to bid price for comparison and ranking.

For cases where the contractor offers goods of Vietnamese origin with a domestic production cost ratio of 50% or more, and the manufacturing facility employs at least 50% disabled people, war veterans, or ethnic minorities with labor contracts lasting 3 months or more, and the contract is still valid at the time of bid closing, the preferential coefficient will be 12%, instead of the 10% preferential coefficient.

c) Innovative products with Vietnam origin are entitled to preferences as follow:

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 bid price minus the contractor's discount (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 7.5% of the quoted price after deduction of discounts of this goods (if any) to the Bidder's bid price minus the contractor's discount (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 5% of the quoted price after deduction of discounts of this goods (if any) to the Bidder's bid price minus the contractor's discount (if any) for comparison and ranking;

For goods that are not innovative products of Vietnamese origin, if the contractor offers goods with Vietnamese origin and a domestic production cost ratio of less than 50%, the 15% coefficient will be replaced by 7.5% when calculating the preferential treatment. For goods with Vietnamese origin and a domestic production cost ratio of 50% or more, the 15% coefficient will be replaced by 10% when calculating the preferential treatment.

d) Innovative Vietnamese-origin products receive incentives according to Clause c of this Article when they meet one of the following conditions:

- These products fall under the list of high-tech products prioritized for investment and development or encouraged for development, as designated by the Prime Minister's decision;
- These products are formed from scientific and technological research results of science and technology enterprises as per the law on science and technology enterprises;
- These products are created based on the bidder's patents, layout-design of semiconductor integrated circuit, or plant varieties with granted protection

	<p>certificates within the past 5 years, or based on the bidder's computer programs with granted copyright registration certificates within the past 5 year;</p> <ul style="list-style-type: none"> <li>- They are semiconductor chip products;</li> <li>- These products win Ho Chi Minh awards, state awards for science and technology as per the law on science and technology awards;</li> <li>- They are new products created from research and development results at one of the facilities of the National Innovation Center;</li> <li>- They are new products created from the results of scientific research and technology development as per the law on technology transfer.</li> </ul> <p>Innovative products specified in this Clause are entitled to incentives for a period of 6 years from the first time they are produced and are eligible to place on the market.</p>
<b>ITB 29.1</b>	<p>Method for evaluating Bidding Proposals:</p> <ul style="list-style-type: none"> <li>a) Qualification and experience evaluation: pass/fail.</li> <li>b) Technical evaluation: pass/fail.</li> <li>c) Financial evaluation: The lowest bid price.</li> </ul>
<b>ITB 29.2 (dd)</b>	<p>The comparison and ranking of Bid Proposals shall be determined based on the bid price excluding taxes, fees, and charges related to importation, special consumption tax (if any), and value-added tax (VAT).</p>
<b>ITB 31.4</b>	<p>The bidder who has the lowest bid price after error correction and adjustment of deviation, and minus (-) its discount.</p>
<b>ITB 34.1</b>	<p>The maximum volume increase rate is: 10%; The maximum volume decrease rate is: 10%</p>
<b>ITB 34.2</b>	<p>Additional purchase option: Not applicable</p>
<b>ITB 38.2</b>	<ul style="list-style-type: none"> <li>- Competent person: VNPT Net Corporation</li> </ul> <p>Address: No. 30, Pham Hung Street, Tu Liem Ward, Hanoi, Vietnam.</p>

# CHAPTER III. BID EVALUATION CRITERIA

## SECTION 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, Joint Venture Agreement (if any), Authorization Letter for signing Application Letter (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 Joint venture bidder, Application Letter shall be signed and stamped (if available) by the legal representative of each and every member in the Joint venture or by the appointed member of the Joint venture in accordance with the allocation of responsibility stated in Joint venture Agreement;
- 3) Application Letter must not offer variety propositions of quoted price or price with inclusion of unfavorable conditions for the Investor;
- 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, Investor's identification (beneficiaries) as regulated in BD. The Letter of Guarantee or Guarantee insurance certificate must not be signed before the Investor issues the BD; must not accompanying with unfavorable conditions to Investor (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 Contractor (either as independent contractor or member in an Joint venture) for a same Bid package;
- 7) For Joint venture Bidder: Attached with Joint venture agreement signed directly and stamped (if available) by the legal representatives of each and every Joint venture's member. The Joint venture agreement must clearly state the part of work and

the correspondent estimated value that each member shall perform in accordance with Form No. 03 Chapter IV. The division of work in the Joint venture 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 Joint venture 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 every Joint venture's members 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.

## **SECTION 2. EVALUATION CRITERIA FOR QUALIFICATIONS AND EXPERIENCE**

### **1.1. EVALUATION CRITERIA FOR QUALIFICATION 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 itself has to comply the requirements of capability and experience (capability and experience of sub-contractors shall not be considered).

In case the currency mentioned in similar contracts or payment confirmation of the Investor for the goods supply contracts has been performed or the tax payment declaration or related documents proving the capacity and experience of bidder is not USD or VND, when preparing the bid, the bidder must convert it into USD/VND to serve as the basis for evaluating the bid. The conversion is applied at the selling rate of the Joint Stock Commercial Bank for Foreign Trade of Vietnam (Vietcombank) at the date of signing the similar contract.

The evaluation of bidder's qualifications and experience is carried out according to the criteria table as below.

**TABLE OF CAPABILITY AND EXPERIENCE EVALUATION CRITERIA**

*(for Bidders who are not manufacturers<sup>(1)</sup> of goods in the scope of the bidding package)*

No.	Description	Criteria	Compliance Requirements			Document Submission Requirements
			Single Entity	All Partners Combined	Each Partner	
1	Non-performance of contracts occurring as a result of contractor fault	From January 1, 2023(2) to the time of bid closing, the bidder does not have 02 or more contracts (supply of goods, EPC, EP, PC, turnkey) that are not completed due to the bidder's fault(3).	Must meet requirement	Not applicable	Must meet requirement	Form No. 07
2	Performance of duty or tax declaration and payment obligation	Having fulfilled duty or tax declaration and payment obligation <sup>(4)</sup> of the nearest fiscal year from bid closing date.	Must meet requirement	Not applicable	Must meet requirement	The Bidder's undertaking in the application letter
3	<b>Financial capability</b>					
3.1	Results of financial activities <sup>(5)</sup>	The Bidder's net worth calculated as the difference between total assets and total liabilities within the last fiscal year promptly before the bid submission deadline should be positive. (Net Worth = Total Assets - Total Liabilities)	Must meet requirement	Not applicable	Must meet requirement	Form No. 08

Criteria		Compliance Requirements			Document Submission Requirements	
No.	Description	Requirements	Single Entity	Joint Venture All Partners Combined		Each Partner
3.2	Average Annual Turnover (exclusive of VAT)	The Bidder's minimum average annual turnover (exclusive of VAT) within 03 <sup>(6)</sup> fiscal years promptly prior to the bid submission deadline is 2.811.807 USD or equivalent to 74.141.721.453 VND <sup>(7)</sup>	Must meet requirement	Must meet requirement	Not applicable	Form No. 08
4	Experience in performing similar goods supply contracts	The proposer has satisfactorily and substantially completed at least 01 similar contract as a main contractor (as an independent contractor or consortium member) or sub-contractor (8) between January 01 2023 (9) and the deadline for submission of Proposals. A similar contract is a contract which: - Has similar nature: Goods with the same HS code 8517 or The contract to supply one of the types of telecommunication network equipment (such as eNodeB, gNodeB, ...)(10); - Has minimum scale (value) of: 1.030.069 USD or equivalent 27.160.868.151 VND <sup>(11)</sup> .	Must meet requirement	Not applicable	Must meet requirement (equivalent in proportion to the assigned portion of work)	Form No. 05A
5	Capabilities of care, servicing, maintenance,	The Bidder shall provide the proof of its capabilities of carrying out maintenance, repair, replacement spare part stocking or	Must meet requirement	Must meet requirement	Not applicable	The Bidder's Undertaking or Agreement-in-

Criteria		Compliance Requirements			Document Submission Requirements
No.	Description	Requirements	Single Entity	Joint Venture All Partners Combined      Each Partner	
	<p><b>overhaul, repair, furnishing of replacement spare parts or supply of other after-sale services (12)</b></p>	<p>other after-sale service obligations in one of the following manners:</p> <ul style="list-style-type: none"> <li>- The Bidder must guarantee that it is independently capable of carrying out maintenance, repair, spare part stocking or other after-sale service obligations as per BD requirements.</li> <li>- The Bidder must sign an Agreement-in-principle with a unit having full capabilities of carrying out maintenance, repair, spare part stocking or other after-sale service obligations according to BD requirements.</li> </ul>			principle

**Notes:**

(1) Manufacturer means a firm/factory that directly produces goods or engages in the production of goods, or a subsidiary or parent company in charge of distribution or selling of goods produced by another subsidiary or parent company of the same group or corporation.

(2) Insert the required period of time, normally 03 years prior to the deadline for submission of Proposals. E.g.: since January 01, 2022 to the deadline for submission of Proposals.

(3) Non-performance of contracts for supply of goods, EPC, EP, PC, and turnkey contracts, as a result of contractor default, includes:

- All contracts for supply of goods, EPC, EP, PC, and turnkey contracts where the non-performance was decided by the Employer/Purchaser and was not challenged by the contractor;
- Contracts for supply of goods, EPC, EP, PC, and turnkey contracts where the non-performance was decided by the Employer/Purchaser and was so challenged by the contractor but fully settled by an arbitration council or court against the contractor.

Non-performance of contracts for supply of goods, EPC, EP, PC, and turnkey contracts shall not include contracts where the decision of the Employer/Purchaser was overruled by the dispute resolution mechanism. Non-performance must be based on all information on disputes or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the proposer have been exhausted. Completion of contracts after the prescribed completion date, as a result of the contractor's fault, shall not be considered non-performance.

In case of a consortium proposer, if one or several members of the consortium has committed violations and thus are prohibited from participating in bidding as prescribed in clause 1 Article 133 of the Decree No. 214/2025/ND-CP, other members of the consortium shall not be considered to have non-performing contracts, as a result of the contractor's fault. In case one or several members of the consortium breach the contracts or are no longer capable of performing the contracts, causing adverse impacts on the progress, quality and efficiency of the packages, only such member(s) shall be considered to have failed to perform the contracts, and other members of the consortium shall not be considered to have non-performing contracts, as a result of the contractor's fault.

(4) The proposer shall provide documentary evidence that it has discharged all obligations to declare and pay CIT (or TIN, in case the proposer is a household business) of the fiscal year prior to the deadline for submission of Proposals. Tax declaration and payment obligations must have been fulfilled before the deadline for submission of Proposals. Tax payment obligation means the obligation to make payment of the tax which is determined on the basis of tax rate, taxable income, and assessable turnover declared by the proposer on the Electronic Taxation System (the amount paid corresponds to the amount payable); if delay in paying tax or tax exemption/reduction is allowed under the State policies, these policies shall apply. The proposer is required to submit the following documents:

- The tax return (or notice of payment given by a tax authority to a household business) and the payment receipt bearing the tax authority's certification printed from the Electronic Taxation System; of
- The tax return (or notice of payment given by a tax authority to a household business) and the tax authority's certification of fulfillment of tax obligations.

If the deadline for submission of Proposals falls after the end of a fiscal year of the proposer (year Y) and before or on the last day of the 3<sup>rd</sup> month from the end of the year Y, the requirement regarding fulfillment of obligations to declare and pay tax shall apply to the fiscal year preceding the year Y (year Y-1).

*(e.g.: If the deadline for submission of Proposals is March 20, 2024, and the fiscal year of the proposer begins on January 01 and ends on December 31, the proposer shall be required to demonstrate that it has fulfilled all obligations to declare and pay tax of the year 2022).*

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

(5) The net asset value is determined according to the proposer's financial statements. If the deadline for submission of Proposals falls after the end of a fiscal year of the proposer (year Y) and before or on the last day of the 3<sup>rd</sup> month from the end of the year Y, the proposer's net asset value shall be determined according to financial statements of the year preceding the year Y (year Y-1).

*E.g.: If the deadline for submission of Proposals is March 20, 2024, the fiscal year of the proposer begins on January 01 and ends on December 31, and the RFP document imposes a requirement that the proposer must submit financial statements of the last 03 years, the proposer's net asset value shall be determined according to the financial statements of the year 2022.*

This criterion shall not be required if the proposer is a household business.

(6) Insert the required period of time, normally 03 - 05 years prior to the deadline for submission of Proposals. If the proposer has been operating for a number of year that is shorter than the one required in the RFP document, the average annual turnover (exclusive of VAT) shall be calculated for its total operating years. If the proposer's average annual turnover (exclusive of VAT) reaches the minimum amount specified in the RFP document, it shall be further considered and evaluated.

If the proposer is a household business, it shall not be required to submit financial statements but must provide documents demonstrating that its turnover corresponds to its tax obligations.

If the deadline for submission of Proposals falls after the end of a fiscal year of the proposer (year Y) and before or on the last day of the 3<sup>rd</sup> month from the end of the year Y, financial statements of the years preceding the year Y (year Y-1, Y-2, etc.) shall be submitted.

*E.g.1: If the deadline for submission of Proposals is March 20, 2024, the fiscal year of the proposer begins on January 01 and ends on December 31, and the RFP document imposes a requirement that the proposer must submit financial statements of the last 03 years, the proposer shall be required to submit financial statements of 2020, 2021, and 2022.*

*E.g. 2: The average annual turnover (exclusive of VAT) within the last 03 fiscal years prior to the deadline for submission of Proposals. In this case, if the deadline for submission of Proposals is November 15, 2024, the proposers shall be required to submit financial statements of 2021, 2022, and 2023. A proposer that is established in 2022 shall be further evaluated if its average annual turnover in 2022 and 2023 meets the requirement.*

(7) Normal calculation of the average annual turnover (exclusive of VAT):

a) In case the duration of the package is 12 months or longer, the turnover shall be calculated as follows:

The required minimum value of the average annual turnover (exclusive of VAT) = [(The package price - VAT amount)/the duration of the package expressed in years] x k. The factor "k" in this formula normally ranges from 1,5 to 2.

b) In case the duration of the package is less than 12 months, the turnover shall be calculated as follows:

The required minimum value of the average annual turnover (exclusive of VAT) = (The package price - VAT amount) x k. The factor "k" in this formula is normally 1,5.

(8) For contracts under which the proposer participated as a consortium member or sub-contractor, only the proposer's share, by value, shall be considered to meet this requirement.

(9) Insert the required period of time, normally 03 - 05 years prior to the deadline for submission of Proposals. E.g.: since January 01, 2019 to the deadline for submission of Proposals.

(10) Similar nature: The Purchaser shall select and insert one of the following options in the RFP document:

a) Option 1: goods are of the same general field (the Purchaser shall clearly indicate such general field such as medical devices, electrical equipment, office supplies, etc.) **or**

b) Option 2: The RFP document shall impose these 2 criteria:

(i) Criterion 1: goods are of the same general field (the Purchaser shall clearly indicate such general field such as medical devices, electrical equipment, office supplies, etc.)

(ii) Criterion 2: goods bear the same Chapter code, Heading code (i.e. 4 first digits of the code) in the Harmonized Commodity Description and Coding System issued by the World Customs Organization (WCO) (hereinafter referred to as HS code). HS codes are determined according to the Circular No. 31/2022/TT-BTC dated June 08, 2022 of the Ministry of Finance of Vietnam (published on the website of the General Department of Vietnam Customs at address: <https://www.customs.gov.vn>).

If the proposer offers a good which is of the same field (Criterion 1) or bears the same first 4 digits of HS code (Criterion 2) as the good required in the RFP document, this good shall be considered to have similar nature to the subject good of the package. In case a good bears different HS codes which are also clearly indicated in the RFP document, the proposer that offers a good bearing any of these HS codes shall be considered substantially responsive to the requirements of the RFP document.

*E.g.: The subject good of the package is laptops and bears HS code of 84.71.30.20, all goods bearing HS code of 84.71.xx.xx shall be considered as Goods of similar nature. In case the HS code of the subject good of the package is not available, the proposer shall provide the contracts for supply of goods of the same general field as required in the RFP document (Criterion 1).*

- For a package of procurement of medical devices, HS codes shall be determined according to the Circular No. 14/2018/TT-BYT dated May 15, 2018 of the Ministry of Health of Vietnam. Goods of similar nature determined according to HS code (criterion 2) are medical devices which are in the same heading (bear the same first 4 digits of HS code) as the good to be procured as prescribed in the Circular No. 14/2018/TT-BYT.

During the supplier selection, if the Circular No. 31/2022/TT-BTC and/or Circular No. 14/2018/TT-BYT are/is amended or replaced, the new ones shall apply).

- If it is difficult for the Purchaser to determine HS codes of the goods according to Criterion 2, the RFP document may impose requirements regarding the goods of similar general field (according to Criterion 1). In this case, if the proposer determines that the good of the package and the good in its finished item or contract (tested and accepted) are in the same heading (the same first 4 digits of HS code), this item or contract shall be considered to be similar for further consideration and evaluation (i.e. the proposer is considered to have met Criterion 2).

- In case the package comprises multiple items, only the general field and HS codes of main items of the package are required.

(11) Scale of similar contract:

Where the package comprises multiple items of goods, the value of each item must be specified to facilitate evaluation of the proposer's experience in performing similar contracts for supply of goods.

Where the package comprises various items, the procuring entity shall, depending on the nature and scale of the package, impose the requirement concerning the scale of similar contracts on the basis of the main items of the package (such main items must be specified) or all items of the package, including the scale of each main item or each item. In case of procurement of a large amount or quantity of goods, the required ratio of the scale of a similar contract to that of the subject package (Y) may be reduced to **Y/1,25**. The factor "Y" normally is about 50% of the value of the subject package. In some special cases where the package comprises some items in the same Chapter or Heading, the scale of similar contracts shall be determined according to points (iii) and (iv) of this section.

For a package for procurement of goods whose amount or quantity depends on demands for such goods over years and whose duration extends beyond 1 year, the RFP document shall impose the required value of a similar contract determined for 01-year cycle, instead of the value for total number of years.

*E.g.: For a package for procurement of material X to meet demands of the Purchaser in 2024 and 2025 (from January 01, 2024 to December 31, 2025) where the price of the package is VND 100.000.000.000 (estimated for demands of 02 years), the required value of a similar contract is  $50\% \times \text{VND } 100.000.000.000 / 2 = \text{VND } 25.000.000.000$ . Evaluation of scale of similar contracts shall be based on the value of completed and accepted work items. To be specific:*

(i) The proposer has completed at least 01 contract for supply of all types of similar goods whose value is at least **Y** (or **Y/1,25**, for procurement of large amount or quantity of goods). In this case, the value of each similar item of goods supplied under the contract must not reach 50% (or 40%, for procurement of large amount or quantity of goods) of the corresponding value of such item in the package; or

(ii) The proposer has supplied similar goods under different contracts (which have been completed or are in progress), provided that the value of each of such similar good items supplied is equivalent to at least 50% of the value of each of the good items of the subject package (or 40%, for procurement of large amount or quantity of goods). In this case, the proposer may not aggregate the values of a similar good item supplied under different contracts to meet the requirement that the value of this similar good item reaches at least 50% (or 40%, for procurement of large amount or quantity of goods) of the value of the good of the subject package.

Where:

+ The good item considered to have been completed is a part or all of quantities of the goods in the item which has been tested and accepted within a prescribed period of time, regardless of the date of signing the contract. Time of certifying a completed good item for determining similar good items shall be the time when the good is tested and accepted, regardless of the date of signing the contract.

+ A completed contract is a contract under which all goods supplied have been tested and accepted or a contract which has been duly finalized. Time of certifying a completed contract for determining similar contracts shall be the time when the goods were tested and accepted, regardless of the date of signing the contract.

- If the proposer is both a manufacturer and a supplier (i.e. some goods or a portion of the quantity of goods offered in its Proposal is produced by the proposer itself while the rest is purchased by the proposer from other manufacturer(s)/supplier(s)), in addition to information on its experience in performing similar contracts, the proposer shall declare information on its production capacity according to Section 4 Table No. 02 of this Chapter. Evaluation of the proposer's experience shall be carried out on the basis of similar contracts for supply of goods (corresponding to the portion of goods purchased by the proposer from other manufacturer(s)/supplier(s)) and the proposer's production capacity (corresponding to the portion of goods to be manufactured by the proposer itself).

If several goods of the package are in the same Chapter or Heading (bearing the same HS Code A), evaluation of scale of similar contracts shall rely on the value of completed goods which have been tested and accepted. To be specific:

(iii) The proposer has completed at least 01 contract for supply of adequate similar goods whose value is at least **K** (or **K/1,25**, for procurement of large amount or quantity of goods). The factor **K** equals 50% of the sum of the values of the goods which are not in the same Chapter or Heading (i.e. bear HS codes other than code A) and the highest value of the goods which bear the same code A (the value of the good is determined according to the price of the package or approved procurement cost estimate); or

(iv) The proposer has supplied similar good items under different contracts (which have been completed or are in progress), provided that the value of each of such similar good items which do not bear code A is equivalent to at least 50% of the value of each of the good items of the subject package (or 40%, for procurement of large amount or quantity of goods). The required value of a similar good item bearing the same code A shall not be smaller than 50% of the highest value of the good items of the subject package which bear the same code A (or 40%, for procurement of large amount or quantity of goods). In this case, the proposer may not aggregate the values of a similar good item supplied under different contracts to meet the requirement that the value of this similar good item reaches at least 50% (or 40%, for procurement of large amount or quantity of goods) of the value of the good of the subject package.

\* Examples for notes (10), (11):

- E.g. 1: The subject package includes 500.000 disposable syringes bearing HS code **9018.31.10** (as prescribed in the Circular No. 14/2018/TT-BYT) worth VND 1.000.000.000 and 100 sets of ceiling-mounted surgical lights bearing HS code **9405.10.20** (as prescribed in the Circular No. 14/2018/TT-BYT) worth VND 2.000.000.000. Proposer X has contract A (in progress) for supply of 2 ventilators bearing HS code **9018.90.30**, one of which worth VND 900.000.000 (>50% of the value of disposable syringes) has been successfully delivered (tested and accepted), and contract B (in progress) for supply of 200 sets of surgical lights bearing HS code **9405.40.91**, of which 80 sets worth VND 1.450.000.000 (>50% of the value of ceiling-mounted surgical lights) have been successfully delivered (tested and accepted), so proposer X is considered to have met requirements concerning similar contracts of this package.

- E.g. 2: The subject package is a tipper truck with 20 spare tires; the value of the package as indicated in the approved procurement cost estimate is VND 1,8 billion (including VND 1,64 billion for buying the tipper truck and VND 0,16 billion for buying 20 spare tires). Thus, the main good of this package is the tipper truck and the required scale of a similar contract is equivalent to 50% x VND 1,64 billion.

- E.g. 3: The subject package includes 50 air conditioners (bearing HS code 8415; the estimated price is VND 2 billion); 20 laptops (bearing HS code 8507; the estimated price is VND 400 million); 20 laser printers (bearing HS code 8443; the estimated price is VND 100 million); the delivery of goods must be completed within 180 days from the effective date of the contract. The consortium proposer A-B consists of member A that is an air conditioner manufacturer and takes charge of supplying the air conditioners (80% of the value of goods of the package), and member B that is a trader and takes charge of supplying laptops and printers (20% of the value of goods of the package). In this case, the consortium proposer A-B is considered to have met the production capacity and experience requirements for executing the package if:

- + Member A has provided documentary evidence demonstrating that the design capacity of its factory or technology line for production of air conditioners achieves at least 12,5 air conditioners/month (1,5 x 50 air conditioners x 30/180 days) or the highest air conditioner output per month within the last 05 years prior to the deadline for submission of Proposals is equal to or higher than 12,5 air conditioners/month;
- + Member B has supplied the goods bearing HS code 8507, 8443 under the same contract or 02 different contracts, provided that the value of goods bearing HS code 8507 under a contract is equal to or higher than 50% of the value of laptops of the package (i.e. >50% x VND 400 million), and the value of goods bearing HS code 8443 under a contract is equal to or higher than 50% of the value of laser printers (i.e. >50% x VND 100 million).

- E.g. 4: The subject package Q includes the following goods:

No.	List of goods	HS Code	Estimated price (VND)
1	Goods A	9025	10.000.000.000
2	Goods B	9030	8.000.000.000
3	Goods C	9030	12.000.000.000

In this case, proposer A that submits a Proposal for the above-mentioned package Q is considered to meet the requirement concerning experience in performing similar contracts if:

- + It has completed a goods supply contract under which total value of those goods bearing HS codes 9025 and 9030 is at least VND 11 billion (50% x (VND 10 billion + VND 12 billion)); or
- + It has completed 01 contract for supply of the goods bearing HS code 9025 worth at least VND 5 billion (50% x VND 10 billion) and 01 contract for supply of the goods bearing HS code 9030 worth at least VND 6 billion [50% x VND 12 billion)]."

If proposer A submits 02 contracts under which both the goods bearing 9025 and 9030 have been supplied, the value of the goods bearing HS code 9025 and the value of those bearing HS code 9030 under contract 01 are VND 3 billion and VND 5 billion respectively, and the value of the goods bearing HS code 9025 and the value of those bearing HS code 9030 under contract 02 are VND 3 billion and VND 4 billion respectively, this proposer shall be considered to have failed to meet the requirement concerning experience in performing similar contracts.

(12) If after-sale services are not required, this evaluation criterion may be crossed out.

If the proposer's commitments are not available, they may be added during the evaluation of its Proposal. If the proposer fails to provide commitments within a reasonable period of time as requested by the Purchaser, its Proposal shall be considered to have failed to meet requirements concerning warranty, maintenance, repair and provision of spare parts and other after-sale services, and thus rejected.

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**TABLE OF CAPABILITY AND EXPERIENCE EVALUATION CRITERIA**

*(for Bidders that are manufacturers<sup>(1)</sup> of goods in the scope of the bidding package)*

Criteria		Compliance Requirements			Document Submission Requirements
		Single Entity	Joint Venture		
No.	Description	Requirements	All Partners Combined	Each Partner	
1	<b>Non-performance of contracts occurring as a result of contractor fault</b>	From January 1, 2023(2) to the time of bid closing, the bidder does not have 02 or more contracts (supply of goods, EPC, EP, PC, turnkey) that are not completed due to the bidder's fault(3).	Not applicable	Must meet requirement	Form No. 07
2	<b>Performance of duty or tax declaration and payment obligation</b>	Having fulfilled duty or tax declaration and payment obligation <sup>(4)</sup> of the nearest fiscal year from bid closing date.	Not applicable	Must meet requirement	The Bidder's Undertaking in the application letter
3	<b>Financial capability<sup>(5)</sup></b>				
3.1	<b>Results of financial activities<sup>(6)</sup></b>	The Bidder's net worth calculated as the difference between total assets and total liabilities within the last fiscal year promptly before the bid submission deadline should be positive. (Net Worth = Total Assets – Total Liabilities)	Not applicable	Must meet requirement	Form No. 08

Criteria		Compliance Requirements			Document Submission Requirements	
No.	Description	Requirements	Single Entity	Joint Venture All Partners Combined		Each Partner
3.2	Average annual turnover (exclusive of VAT) <sup>(7)</sup>	The Bidder's minimum average annual turnover (exclusive of VAT) within 03 <sup>(6)</sup> fiscal years promptly prior to the bid submission deadline is 2.811.807 USD or equivalent to 74.141.721.453 VND <sup>(7)</sup>	Must meet requirement	Must meet requirement	Not applicable	Form No. 08
4	Production capacity <sup>(10)</sup>	The proposer shall provide documents demonstrating its capacity for producing the good of the package meeting requirements adopting any of these two options: - The design capacity of its production factory or technology line achieves at least: 715 products/month; Or: - The highest production output per month within the last 05 years prior to the deadline for submission of Proposals achieves at least: 715 products.	Must meet requirement	Not applicable	Must meet requirement (equivalent in proportion to the assigned portion of work)	Form No. 05B
5	Capabilities of care, servicing, maintenance, overhaul, repair, furnishing of	The Bidder shall provide the proof of its capabilities of carrying out maintenance, repair, replacement spare part stocking or other after-sale service obligations in one of the following manners:	Must meet requirement	Must meet requirement	Not applicable	The Bidder's Undertaking or Agreement-in-principle

Criteria		Compliance Requirements			Document Submission Requirements
No.	Description	Requirements	Single Entity	Joint Venture	
				All Partners Combined	Each Partner
	<p><b>replacement spare parts or supply of other after-sale services</b> <sup>(11)</sup></p>	<ul style="list-style-type: none"> <li>- The Bidder must guarantee that it is independently capable of carrying out maintenance, repair, spare part stocking or other after-sale service obligations as per BD requirements.</li> <li>- The Bidder must sign an Agreement-in-principle with a unit having full capabilities of carrying out maintenance, repair, spare part stocking or other after-sale service obligations according to BD requirements.</li> </ul>			

**Notes:**

- (1) Manufacturer means a firm/factory that directly produces goods or engages in the production of goods, or a subsidiary or parent company in charge of distribution or selling of goods produced by another subsidiary or parent company of the same group or corporation.
  - (2) Insert the required period of time, normally 03 years prior to the deadline for submission of Proposals. E.g.: since January 01, 2022 to the deadline for submission of Proposals.
  - (3) Non-performance of contracts for supply of goods, EPC, EP, PC, turnkey contracts, as a result of contractor default, includes:
    - All contracts for supply of goods, EPC, EP, PC, and turnkey contracts where the non-performance was decided by the Employer/Purchaser and was not challenged by the contractor;
    - Contracts for supply of goods, EPC, EP, PC, and turnkey contracts where the non-performance was decided by the Employer/Purchaser and was so challenged by the contractor but fully settled by an arbitration council or court against the contractor.
- Non-performance of contracts for supply of goods, EPC, EP, PC, and turnkey contracts shall not include contracts where the decision of the Employer/Purchaser was overruled by the dispute resolution mechanism. Non-performance must be based on all information on disputes or litigation

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that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the proposer have been exhausted. Completion of contracts after the prescribed completion date, as a result of the contractor's fault, shall not be considered non-performance.

In case of a consortium proposer, if one or several members of the consortium has committed violations and thus are prohibited from participating in bidding as prescribed in clause 1 Article 133 of the Decree No. 214/2025/ND-CP, other members of the consortium shall not be considered to have non-performing contracts, as a result of the contractor's fault. In case one or several members of the consortium breach the contracts or are no longer capable of performing the contracts, causing adverse impacts on the progress, quality and efficiency of the packages, only such member(s) shall be considered to have failed to perform the contracts, and other members of the consortium shall not be considered to have non-performing contracts, as a result of the contractor's fault.

(4) The proposer shall provide documentary evidence that it has discharged all obligations to declare and pay CIT (or TIN, in case the proposer is a household business) of the fiscal year prior to the deadline for submission of Proposals. Tax declaration and payment obligations must have been fulfilled before the deadline for submission of Proposals. Tax payment obligation means the obligation to make payment of the tax which is determined on the basis of tax rate, taxable income, and assessable turnover declared by the proposer on the Electronic Taxation System (the amount paid corresponds to the amount payable); if delay in paying tax or tax exemption/reduction is allowed under the State policies, these policies shall apply. The proposer is required to submit the following documents:

- The tax return (or notice of payment given by a tax authority to a household business) and the payment receipt bearing the tax authority's certification printed from the Electronic Taxation System; of
- The tax return (or notice of payment given by a tax authority to a household business) and the tax authority's certification of fulfillment of tax obligations.

If the deadline for submission of Proposals falls after the end of a fiscal year of the proposer (year Y) and before or on the last day of the 3<sup>rd</sup> month from the end of the year Y, the requirement regarding fulfillment of obligations to declare and pay tax shall apply to the fiscal year preceding the year Y (year Y-1).

(e.g.: If the deadline for submission of Proposals is March 20, 2024, and the fiscal year of the proposer begins on January 01 and ends on December 31, the proposer shall be required to demonstrate that it has fulfilled all obligations to declare and pay tax of the year 2022).

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

(5) When offering their innovative products, an individual or group of individuals producing such innovative products as prescribed in clause 4 Article 6 of the Decree No. 214/2025/ND-CP shall not be required to meet the requirements regarding financial capability, number of years of operating in the same industry within 06 years from the date on which the products are first produced and placed on the market.

(6) The net asset value is determined according to the proposer's financial statements. If the deadline for submission of Proposals falls after the end of a fiscal year of the proposer (year Y) and before or on the last day of the 3<sup>rd</sup> month from the end of the year Y, the proposer's net asset value shall be determined according to financial statements of the year preceding the year Y (year Y-1).

E.g.: If the deadline for submission of Proposals is March 20, 2024, the fiscal year of the proposer begins on January 01 and ends on December 31, and the RFP document imposes a requirement that the proposer must submit financial statements of the last 03 years, the proposer's net asset value shall be determined according to the financial statements of the year 2022.

This criterion shall not be required if the proposer is a household business.

(7) When offering its innovative products as prescribed in clause 4 Article 6 of the Decree No. 214/2025/ND-CP, a domestic start-up shall not be required to meet this criterion within 06 years from the date on which its products are first produced and placed on the market.

A domestic proposer that receives transfer of technology for producing goods originating in Vietnam in accordance with the RFP document shall not be required to meet this criterion within 05 years from the date on which its products are first produced and placed on the market. In order to prove its receipt of technology transfer/receipt of technology subject to encouraged transfer for producing the goods originating in Vietnam, the domestic proposer shall be required to submit a certificate of registration of technology transfer/certificate of transfer of technology subject to encouraged transfer which is issued according to regulations of the law on technology and the law on investment.

A domestic proposer that produces the goods originating in Vietnam in accordance with the RFP document shall not be required to meet the revenue requirement when offering the goods of a category which is first produced and placed on the market by this proposer within 05 years prior to the deadline for submission of Proposals.

(8) Insert the required period of time, normally 03 - 05 years prior to the deadline for submission of Proposals. If the proposer's number of operating years is fewer than the one required in the RFP document, the average annual turnover (exclusive of VAT) shall be calculated for its total operating years. In this case, if the proposer's average annual turnover (exclusive of VAT) reaches the minimum amount specified in the RFP document, it shall be further considered and evaluated.

If the deadline for submission of Proposals falls after the end of a fiscal year of the proposer (year Y) and before or on the last day of the 3<sup>rd</sup> month from the end of the year Y, financial statements of the years preceding the year Y (year Y-1, Y-2, etc.) shall be submitted.

E.g.1: If the deadline for submission of Proposals is March 20, 2024, the fiscal year of the proposer begins on January 01 and ends on December 31, and the RFP document imposes a requirement that the proposer must submit financial statements of the last 03 years, the proposer shall be required to submit financial statements of 2020, 2021, and 2022.

E.g. 2: The average annual turnover (exclusive of VAT) within the last 03 fiscal years prior to the deadline for submission of Proposals. In this case, if the deadline for submission of Proposals is November 15, 2024, the proposers shall be required to submit financial statements of 2021, 2022, and 2023. A proposer that is established in 2022 shall be further evaluated if its average annual turnover in 2022 and 2023 meets the requirement.

If the proposer is a household business, it shall not be required to submit financial statements but must provide documents demonstrating that its turnover corresponds to its tax obligations.

(9) Normal calculation of the average annual turnover (exclusive of VAT):

a) In case the duration of the package is 12 months or longer, the turnover shall be calculated as follows:

The required minimum value of the average annual turnover (exclusive of VAT) = [(The package price - VAT amount)/(the duration of the package expressed in years)] x k. The factor "k" in this formula normally ranges from 1,5 to 2.

b) In case the duration of the package is less than 12 months, the turnover shall be calculated as follows:

The required minimum value of the average annual turnover from production and business activities (exclusive of VAT) = (The package price - VAT amount) x k. The factor "k" in this formula is normally 1,5.

(10) Where the package comprises various items, the procuring entity shall, depending on the nature and scale of the package, impose the requirement concerning the design capacity of production factory/technology line or the highest production output per month within the last 05 years prior to the deadline for submission of Proposals on the basis of the main items of the package (such main items must be specified) or all items of the package, corresponding to the requirements regarding the main item or all goods of the package, for the proposer that is a trader.

The design capacity of production factory/technology line or the highest production output per month within the last 05 years prior to the deadline for submission of Proposals = k x (The required quantity of the package x 30/the duration of the package expressed in days). Normally, k = 1,5; for procurement of a large amount or quantity of goods, k = 1 may apply".

E.g.: The quantity of goods to be procured is 12.000 milk boxes, the duration of the package is 20 days, and k = 1,5 applies, the proposer's required minimum design capacity per month/the highest milk production output per month:  $1,5 \times (12.000 \times 30/20) = 27.000$  milk boxes.

In case the goods are domestically produced by a Vietnamese proposer (whether or not they are placed on the market), the proposer shall be required to demonstrate that its design capacity or production output meets the requirement.

If the proposer is both a manufacturer and a supplier (i.e. some goods or a portion of the quantity of goods offered in its Proposal is produced by the proposer itself while the rest is purchased by the proposer from other manufacturer(s)/supplier(s)), in addition to information on its experience in performing similar contracts, the proposer shall declare information on its production capacity according to Section 4 Table No. 01 of this Chapter. Evaluation of the proposer's experience shall be carried out on the basis of similar contracts for supply of goods (corresponding to the portion of goods purchased by the proposer from other manufacturer(s)/supplier(s)) and the proposer's production capacity (corresponding to the portion of goods to be manufactured by the proposer itself).

The proposer may submit the documents such as invoices, inventory lists, etc. to demonstrate its production output per month; submit documents proving the design capacity of its factory/technology line to demonstrate its production capacity.

(11) If the proposer's commitments are not available, they may be added during the evaluation of its Proposal. If the proposer fails to provide commitments within a reasonable period of time as requested by the Purchaser, its Proposal shall be considered to have failed to meet requirements concerning warranty and provision of spare parts and other after-sale services, and thus rejected. If after-sale services are not required, this evaluation criterion may be crossed out.

Handwritten marks: a checkmark, a plus sign, and a signature.

**1.2. Evaluation criteria of key specialists:** Not applicable.

**SECTION 3. TECHNICAL EVALUATION CRITERIA**

The Bidder shall state its degree of compliance in relation to all requirements set forth by VNPT in the Technical Evaluation Table below.

For each item, the Bidder shall respond in writing down as follows:

- FC (Full Compliance) means the Bidder fully meets the requirements specified in the item without any deviations or exceptions.
- PC (Partial Compliance) means the Bidder partially meets the requirements specified in the item. The Bidder must explain the deviations or the exceptions or the effects that will have on overall performance of the offered equipment/service.
- NC (Non-Compliance) means the Bidder is unable to meet the requirements specified in the item.

For technical requirements of BD, the Bidder must clearly explain technical solution for each compliance statement (if any).

Technical evaluation shall be based on the criterion of “pass” or “fail”.

The Bidder's Proposal is assessed as passing “Technical evaluation criteria” if all the general criteria are evaluated as "pass", general criteria are evaluated as "pass" if all the basic criteria are evaluated as "pass".

Details of technical evaluation are in the table below:

No	REQUIREMENTS	Type of criteria	Pass	Fail	Remark
<b>I</b>	<b>General requirements</b>	<b>General criteria</b>			
1	Warranty period is at least 12 months from the date of issuing Final Acceptance Certificate (FAC).	basic criteria			Fail if does not meet any requirements
2	The Bidder has state of compliance with all term of contract as stipulated in GCC 5.2, 5.4, 7.2, 21.1, 22, 23.3, 23.5, 23.6 of Chapter VI - Special Conditions of Contract.	basic criteria			Fail if does not meet any requirements
<b>II</b>	<b>Equipment and materials</b>	<b>General criteria</b>			
1	Baseband 6631	basic criteria			Fail if does not meet any requirements at item II.1
2	Radio 4471HP B3	basic criteria			

3	Radio 4490 B1 + B3	basic criteria			Technical requirements, Chapter V
4	Radio 2279 B1 + B3	basic criteria			
<b>III</b>	<b>Other Requirements</b>	<b>General criteria</b>			
1	Origin of equipment	basic criteria			Fail if does not meet any requirements at item II.2: Orther requirements, Chapter V
2	Compatibility	basic criteria			
3	Responsibility Assignment Matrix	basic criteria			

#### SECTION 4. FINANCIAL EVALUATION CRITERIA

The Lowest bid price selection includes following steps:

No.	Contents	Note
1	Determine bid price	(excluding taxes, fees and charges)
2	Correct errors	Note (1)
3	Adjust deviation	Note (2)
4	Determine bid price after error correction and adjustment of deviation, and minus (-) discount (if any);	
5	Determine value of preference (if any): $G_{DG} = G + \Delta_{UD}$ In which: * $G$ = (quoted bid $\pm$ value of errors $\pm$ value of deviations) - value of discounts (if any) * $\Delta_{UD}$ Determine the preferential value (if any) according to the provisions of Section 28-ITB	
6	Rank bidders: the Bidder having the lowest bid price after error correction and adjustment of deviation and minus (-) discount (if any) and plus (+) value of preference (if any) shall be ranked the first.	(excluding taxes, fees and charges)

(1), (2) Carry out error correction and deviation adjustment (if any) as prescribed in Article 31, Article 68 of the Decree No. 214/2025/ND-CP (if any);

## 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.	Power of Attorney;
Form No. 03.	Joint Venture Agreement;
Form No. 04A.	Bid Security (applicable to single bidder)
Form No. 04B.	Bid Security (applicable to joint venture bidder)
Form No. 05A.	Similar performed contracts;
Form No. 05B.	Report on Manufacturing Capability;
Form No. 06A.	Proposal of key Personnel (Not applicable);
Form No. 06B.	Professional resume of key personnel (Not applicable);
Form No. 06C.	Qualification record (Not applicable);
Form No. 07.	History of Nonperforming Contracts Occurring as a Result of Contractor fault
Form No. 08.	Bidder's financial situation;
Form No. 09A.	Scope of work for sub-contractors;
Form No. 10A.	Bidder information sheet;
Form No. 10B.	JV 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. 15A.	List of Domestic Production cost for Preferential goods
Form No. 16.	Supply Schedule

**APPLICATION LETTER <sup>(1)</sup>**

*(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 the Investor]*

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]<sup>(2)</sup>* and attached Price Schedule.

The Bid package implementation time is \_\_\_ *[note down implementation time for all works according to requirements of Bidding Documents]<sup>(3)</sup>*.

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. Not to infringe the regulations on ensuring competitiveness in procurement.

3. Has fulfilled tax obligations of the latest fiscal year compared to the deadline for submission of Bids.

4. Not in the period of being banned from bidding in accordance with the Procurement Law.

5. Not being examined for penal liability (For business household: its head is not being examined for penal liability).

6. 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.

7. 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.

8. To declare earnest information in this Bid.

9. 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.

10. If our Bid is accepted, we commit to perform our obligations covering contract performance security set forth in Item 37 ITB this BD.

This Bid Proposal shall be valid within \_\_\_\_<sup>(4)</sup> days, from the date \_\_\_\_ month \_\_\_\_ year \_\_\_\_<sup>(5)</sup>

**Bidder's legal representative**<sup>(6)</sup>

*[Name, title, signature and seal*<sup>(7)</sup>*]*

Note:

(1) Bidder's attention required: the Application Letter must be written in full and with accurate information about the name of the Investor, 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 Investor. 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 **ITB 19.1**.

(6) In case the legal representative of the Bidder grants authority to subordinate to sign Application Letter, Power of Attorney 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 (Power of Attorney 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 Joint Venture member, unless Joint Venture Agreement as Form No. 03 of this Chapter states that an appointed member of the Joint Venture shall sign the Application Letter. If each member of Joint Venture 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 Investor 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 <sup>(1)</sup>

*(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 the Investor]*

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]*<sup>(2)</sup> 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]*<sup>(3)</sup>.

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]*<sup>(4)</sup>.

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. Not to infringe the regulations on ensuring competitiveness in procurement.

3. Has fulfilled tax obligations of the latest fiscal year compared to the deadline for submission of Bids.

4. Not in the period of being banned from bidding in accordance with the Procurement Law.

5. Not being examined for penal liability (For business household: its head is not being examined for penal liability).

6. 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.

7. 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.

8. To declare earnest information in this Bid.

9. 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.

10. If our Bid is accepted, we commit to perform our obligations covering contract performance security set forth in Item 37 ITB this BD.

This Bid Proposal shall be valid within \_\_\_\_<sup>(5)</sup> days, from the date \_\_\_\_ month \_\_\_\_ year \_\_\_\_<sup>(6)</sup>

**Bidder's legal representative** <sup>(7)</sup>

*[Name, title, signature and seal* <sup>(8)</sup>*]*

Note:

(1) Bidder's attention required: the Application Letter must be written in full and with accurate information about the name of the Investor, 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 Investor. 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 **ITB 19.1**.

(7) In case the legal representative of the Bidder grants authority to subordinate to sign Application Letter, Power of Attorney 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 (Power of Attorney 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 Joint Venture member, unless Joint Venture Agreement as Form No. 03 of this Chapter states that an appointed member of the Joint Venture shall sign the Application Letter. If each member of Joint Venture 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 Investor 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.

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

\_\_\_\_\_ Date \_\_\_\_ month \_\_\_\_ year

I am \_\_\_\_\_ [insert name, ID/passport number, position of bidder's legal representative], the legal representative of \_\_\_\_\_ [insert name of bidder] at \_\_\_\_\_ [insert address of bidder] hereby authorizes \_\_\_\_\_ [insert name, ID/passport number, position of authorized person] to perform the following tasks during the participation in the process of bidding for \_\_\_\_\_ [insert name of the procurement] of \_\_\_\_\_ [insert name of the project] held by \_\_\_\_\_ [insert name of the Investor ]:

*[- Sign the Application letter of Technical Proposal and Financial Proposal;*

*- Sign the Joint venture agreement (if any);*

*- Sign documents in communication with the Investor during the bidding process, including the request for Clarification of Bidding Documents and Bids; sign requests for bid withdrawal, modification or substitution of Technical Proposal or Financial Proposal;*

*- Participate in contract negotiation and conclusion;*

*- Sign complaint letter (if any);*

*- Sign contract with the Purchaser if the bidder is successful] (2).*

The authorized person only performs the tasks within the scope of authorization of a legal representative of \_\_\_\_\_ [insert name of bidder]. \_\_\_\_\_ [insert name of bidder's legal representative] is totally responsible for the tasks performed by \_\_\_\_\_ [name of authorized person] within the authorization scope.

The Power of Attorney is effective from \_\_\_\_\_ [insert date] to \_\_\_\_\_ [insert date]<sup>(3)</sup> and is made into \_\_\_\_\_ copies with equal authentic value. \_\_\_\_\_ copies are kept by the authorizer, and \_\_\_\_\_ copies are kept by the authorized person.

**Authorized person**

*[Full name, position, signature and stamp (if any)]*

**Authorizer**

*[Full name, position, signature and stamp of the legal representative]*

Notes:

(1) The original of the Power of Attorney shall be sent to the Investor together with the Application letter. The Bidder's legal representative may authorize their deputies, subordinates, directors of branches, and heads of representative offices of the Bidder to perform the tasks on behalf of the Bidder. The authorized person may use the seal of the Bidder or their seal. The authorized person may not authorize another person.

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

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

JOINT VENTURE AGREEMENT (1)

\_\_\_\_\_ Date \_\_\_\_\_ month \_\_\_\_\_ year

Procurement: \_\_\_\_\_ [insert name of the procurement package]

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

Pursuant to<sup>(2)</sup> \_\_\_\_\_ [Law on Bidding No 22/2023/QH15, No 90/2025/QH15 approved by Vietnam National Assembly];

Pursuant to<sup>(2)</sup> \_\_\_\_\_ [the Government's Decree No. 214/2025/NĐ-CP dated August 04, 2025 Detailing a number of articles of and measures to implement the Law on bidding regarding contractor selection]

In response to Bidding Documents for \_\_\_\_\_ [insert name of procurement package] dated \_\_\_\_\_ [insert date written on the Bidding Documents];

Representatives of signatories to the joint venture agreement include:

Name of joint venture member \_\_\_\_\_ [insert name of each joint venture member]

Mr./Ms. \_\_\_\_\_

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

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

Phone number: \_\_\_\_\_

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

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

Account: \_\_\_\_\_

TIN: \_\_\_\_\_

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

Parties (hereafter referred to as "members") have reached a consensus on entering into a joint venture agreement with the following contents:

**Article 1. General principles**

1. Members voluntarily establish this joint venture to participate in the process of bidding for \_\_\_\_\_ [insert name of procurement package] of \_\_\_\_\_ [insert project name].

2. Official name of the joint venture used in every transaction related to the procurement: \_\_\_\_\_ [insert the agreed name of the joint venture].

3. Every member is committed not to unilaterally participate or establish a joint venture with another member to participate in this procurement. If awarded the contract, no member is entitled to refuse to fulfill the duties and obligations prescribed in the contract. Any member of the joint venture that refuses to perform their duties as agreed must:

- Pay damages to other parties in the joint venture;

- Pay damages to the Purchaser as prescribed by the contract;
- Be subject to other disciplinary actions \_\_\_\_\_ [specify the action].

**Article 2. Division of responsibilities**

All members unanimously to undertake joint and separate responsibility to execute \_\_\_\_\_ [insert name of procurement package] of \_\_\_\_\_ [insert project name] as follows:

1. Lead member of the joint venture:

All parties unanimously authorize \_\_\_\_\_ [insert name of a party] as the Lead member of the joint venture who represents the joint venture to perform the following tasks <sup>(3)</sup>:

- [- Sign the Application letter of Technical Proposal or Financial Proposal;*
- Sign documents with the Investor during the short listing processing, including the request for Clarification of Bidding Documents and Bids; sign requests for bid withdrawal, modification or substitutions;*
- Provide Bid Security for the joint venture;*
- Participate in contract negotiation and conclusion;*
- Sign complaint letter (if any);*
- Perform other tasks except for contract conclusion: \_\_\_\_\_ [specify other tasks (if any)].*

2. Tasks of joint venture members are specified in the table below<sup>(4)</sup>:

No.	Name	Tasks	Proportion of total bid
1	Name of Lead member	- ____ - ____	- ____ % - ____ %
2	Name of second member	- ____ - ____	- ____ % - ____ %
....	....	....	.....
<b>Total</b>		<b>All tasks of the procurement</b>	<b>100%</b>

**Article 3. Effect of Joint venture agreement**

1. The Joint venture agreement takes effect from the date of signing.

2. The Joint venture agreement expires in the following cases:

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

The joint venture agreement is made into \_\_\_\_\_ copies with equal legal value, each party keeps \_\_\_\_\_ copies.

**LEGAL REPRESENTATIVE OF LEAD MEMBER**

*[Full name, position, signature and stamp]*

**LEGAL REPRESENTATIVE OF JOINT VENTURE MEMBER**

*[Full name, position, signature and stamp of each member]*

Notes:

(1) Depending on size and nature of the procurement, this Joint venture agreement may be amended. If the procurement is divided into independent lots, the Joint venture agreement shall specify names and numbers of lots in which the joint venture participates, and clarify joint and separate responsibilities of every joint venture member.

(2) Provide updated legal normative documents in force.

(3) Scope of authorization includes one or multiple tasks above.

(4) The Bidder shall specify detailed tasks and estimate equivalent value of tasks performed by every joint venture member, joint and separate responsibilities of member, including the Lead member

*[Handwritten marks]*

**BID SECURITY<sup>(1)</sup>**  
**(Applicable to single Bidder)**

**Beneficiary:** \_\_\_[insert name and address of the Procuring Entity]

**Date of issuance:** \_\_\_\_\_[insert date of issuance]

**BID GUARANTEE No.** \_\_\_[insert reference number of the Bid Guarantee]

**Guarantor:** \_\_\_[insert name and address of issuing bank, if it is not written in the title]

We have been informed that \_\_\_\_\_ [name of the Bidder] (hereinafter called "the Bidder") has submitted to participate in the bid for the execution of \_\_\_\_\_ [name of procurement package] of \_\_\_\_\_ [insert project name] under Invitation to Bid No. [insert reference number of the Invitation to Bid].

We hereby undertake with the Beneficiary that we guarantee for the Bidder to participate in the bid for this procurement with an amount of \_\_\_\_\_ [insert amount in figures, in words and currency].

This Guarantee takes effect within \_\_\_\_\_<sup>(2)</sup> days, from \_\_\_\_\_ [insert date]<sup>(3)</sup>.

At the request of the Bidder, we, as the Guarantor, hereby undertake to pay you, the Beneficiary, any sum or sums not exceeding in total an amount of \_\_\_\_\_ [insert amount in figures] (\_\_\_\_\_) [insert amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s), because the Bidder:

1. After the bid closing time and during the validity period of the Bid, the Bidder has a written document withdrawing the Bid or refusing to perform one or more of the proposed works in the Bid as required by the Bidding Documents;

2. The contractor commits a violation of the provisions of Article 16 of the Law on Bidding or violates the law on bidding, leading to the cancellation of the bid according to the provisions of Point d and Point dd, Clause 1, Article 17 of the Law on Bidding;

3. The contractor fails to implement measures to ensure contract performance as prescribed in Article 68 of the Law on Bidding;

4. Fails or refuses to negotiate the contract within 10 days, from the date on which the notification of contract negotiation sent by the Investor is received, excluding force majeure events;

5. The Bidder fails or refuses to conclude the contract within 20 days after receiving the notice of contract award from the Investor, except for force majeure;

6. The Bidder fails or refuses to sign the contract within 20 days after concluding the contract, except for force majeure.

If the Bidder is selected, this Guarantee shall expire when the Bidder sign the contract and furnishes the Performance Security to the beneficiary as agreed in the contract.

If the Bidder is not the successful Bidder, this Bid Security shall be invalidated promptly after we receive the copy of the written notification of contract award or within 30 days after the expiration of the Bid, whichever comes first.

Any claim under this guarantee must be submitted to our office before or on the last day of validity of this guarantee. We unconditionally and irrevocably undertake to pay to the Investor any sum within the limit of the above guarantee amount upon claim by the Investor.

**Legal representative of Bank**

*[Full name, position, signature  
and stamp]*

Notes:

(1) Applicable to Bid Security in the form of Bid Guarantee issued by a credit institution or a branch of foreign bank established under Vietnamese law.

(2) Insert as prescribed in **BDS 18.2**.

(3) Insert the bid closing date as prescribed in **ITB 19.1**.

**BID SECURITY <sup>(1)</sup>**

**(Applicable to joint venture Bidder)**

**Beneficiary:** \_\_\_[insert name and address of the Procuring Entity]

**Date of issue:** \_\_\_\_\_[insert date of issue]

**BID GUARANTEE No.** \_\_\_[insert reference number of the Bid Guarantee]

**Guarantor:** \_\_\_[insert name and address of issuing bank, if it is not written in the title]

We have been informed that \_\_\_\_\_[insert name of the Bidder]<sup>(2)</sup> (hereinafter called "the Bidder") has submitted to participate in the bid for the execution of \_\_\_\_\_[insert name of procurement package] of \_\_\_\_\_[insert project name] under Invitation to Bid.

We hereby undertake to guarantee for the Bidder to participate in the bid for this procurement with an amount of \_\_\_\_\_[insert amount in figures, in words and currency].

This Guarantee takes effect within \_\_\_\_\_<sup>(3)</sup> days, from \_\_\_\_\_[insert date]<sup>(4)</sup>.

At the request of the Bidder, we, as the Guarantor, hereby undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_[insert amount in figures] (\_\_\_\_\_) [insert amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s), because the Bidder:

1. After the bid closing time and during the validity period of the Bid, the Bidder has a written document withdrawing the Bid or refusing to perform one or more of the proposed works in the Bid as required by the Bidding Documents;

2. The contractor commits a violation of the provisions of Article 16 of the Law on Bidding or violates the law on bidding, leading to the cancellation of the bid according to the provisions of Point d and Point dd, Clause 1, Article 17 of the Law on Bidding;

3. The contractor fails to implement measures to ensure contract performance as prescribed in Article 68 of the Law on Bidding;

4. Fails or refuses to negotiate the contract within 10 days, from the date on which the notification of contract negotiation sent by the Investor is received, excluding force majeure events;

5. The Bidder fails or refuses to conclude the contract within 20 days after receiving the notice of contract award from the Investor, except for force majeure;

6. The Bidder fails or refuses to sign the contract within 20 days after concluding the contract, except for force majeure.

7. If any Joint Venture Partner \_\_\_\_\_[insert full name of the JV Party] violates law, thus resulting in the forfeiture of its Bid Security as provided in Section 18.5 – ITB in the BD, the Bid Security of all JV Partners shall also be forfeited.

If the Bidder is selected, this Guarantee shall expire when the Bidder sign the contract and furnishes the Performance Security to the beneficiary as agreed in the contract.

If the Bidder is not the successful Bidder, this Bid Security shall be invalidated promptly after we receive the copy of the written notification of contract award or within 30 days after the expiration of the Bid, whichever comes first.

Any claim under this guarantee must be submitted to our office before or on the last day of validity of this guarantee. We unconditionally and irrevocably undertake to pay to the Investor any sum within the limit of the above guarantee amount upon claim by the Investor.

**Legal representative of Bank**

*[Full name, position, signature  
and stamp]*

Notes:

(1) If the Bid Security is in breach of one of the following regulations: If its value is less than, or its validity period is shorter than, as required in Section 18.2 – ITB; the name of the beneficiary is incorrect; it is not the original one; it bears invalid signature; it is signed before the Procuring Agency issues BD; or it attaches unfavorable terms and conditions binding upon the Investor or the Procuring Agency, it shall be deemed invalid, this Bid Security is the irrevocable Bid Security.

(2) Name of the Bidder may be:

- name of the Joint Venture Party. For example, if the Joint Venture comprising Bidder A + B submits the Bid, insert “Joint Venture comprising Bidder A + B” as the name of the Bidder;

- Name of the JV Partner responsible for furnishing the Bid Security for the entire Joint Venture or other Joint Venture Partners. For example, if the Joint Venture Party A + B + C participates in the bidding pursuant to the Joint Venture Agreement whereunder the Bidder A furnishes the Bid Security for the entire Joint Venture, the name of the Bidder shall be inserted as "Bidder A (on behalf of the Joint Venture involving Bidder A + B + C)"; whereunder Bidder B is assigned to furnish the Bid Security for itself and Bidder C, the name of the Bidder shall be inserted as “Bidder B (on behalf of Bidder B +C)”;

- Name of the Joint Venture Partner furnishing its Bid Security severally.

- In case the joint venture agreement does not specifically assign the responsibility for performing the bid security of the members in the joint venture, but the total value of the bid security of the members of the joint venture has been performed, attached in the Bid, meets the requirements of the BD, it is still considered to meet the bid security value.

(3) Inserted as specified under the regulations on effective period laid down in Section 18.2 – **BDS**.

(4) Record the bid closing date as prescribed in IB . The validity period of the bid security is calculated from the bid closing date to the last effective date of the bid security (the end date of the bid security is on the last effective date of the bid security and does not necessarily have to be until the end of 24 hours of that day).

(5) In case the bid security lacks one or more commitments in the above commitment contents, it will be considered a disadvantageous condition for the Investor and the Inviting Party according to the provisions of Section 18.3 ITB and the letter of guarantee will be considered invalid.

**SIMILAR CONTRACT PERFORMED BY THE BIDDER<sup>(1)</sup>***(Intended for commercial Bidders)*Bidder's name: *[insert full name of the Bidder].*

Each contract should consist of the following particulars:

Name and reference number of the contract	<i>[insert full name and reference identification number of the contract]</i>		
Contract signing date	<i>[insert day, month, year]</i>		
Completion date	<i>[insert day, month, year]</i>		
Total contract amount	<i>[insert total contract amount and currency(ies)]</i>		Equivalent to VND or USD _____
Each Joint Venture Partner shall insert the summary of part of work it assumed and amount of portion of the contract it assumed	<i>[insert the summary of part of work that it undertook as a Joint Venture Partner]</i>	<i>[insert the ratio in percentage of the amount of the portion of contract that it assumed to total contract price; contract sum and currency(ies) already agreed upon]</i>	Equivalent to VND or USD _____
Project identification:	<i>[insert full name of the project under the contract in question]</i>		
Investor's name:	<i>[insert full name of the Investor under the contract in question]</i>		
Address: Telephone/fax: E-mail:	<i>[insert full current address of the Investor]</i> <i>[insert telephone and fax number, including country and region code]</i> <i>[insert e-mail address]</i>		
<b>Description of similarities as defined in Section 2.1 of Chapter III <sup>(2)</sup></b>			
1. Type of Goods	<i>[insert information as appropriate]</i>		

2. Regarding the amount of the contract that was performed	<i>[insert the actual amount of contract performed based on the amount of contract determined during the acceptance testing or contract termination process]</i>
3. Regarding size of performance	<i>[insert the size specified in the contract]</i>
4. Other specifications	<i>[insert other specifications where necessary]</i>

Notes:

Bidders should scrutinize the BD and propose different types of similar contracts to satisfy BD requirements.

(1) In case of Joint Venture, each JV Partner must fill out this Form. If a Bidder has multiple Contracts, insert each of these Contracts to fill out this Form.

(2) The Bidder only inserts similarities to the procurement requirements.

(3) If the amount of contract is not calculated in USD or VND, it must be converted into VND at the exchange rate specified in Section 2.1 of Chapter III for evaluation purposes.

**REPORT ON MANUFACTURING CAPABILITY**

*(Intended for Bidders that are manufacturers)*

Bidder's name: \_\_\_\_ *[insert full name of the Bidder].*

Number of factories, production facilities (commonly called factories): \_\_\_\_  
*[insert the number of factories]*

Each factory must be identified by the following particulars provided by the Bidder:

Factory's identification:	<i>[insert name of the Factory]</i>
Address:	<i>[insert the address of the Factory]</i>
Total investment:	<i>[Insert the amount]</i>
Rated capacity:	<i>[insert rated capacity]</i>
Real capacity:	<i>[insert real capacity determined in the latest year]</i>
Production standard:	<i>[insert the production standard in use, if any]</i>
Total personnel on duty:	<i>[insert total personnel working at the Factory]</i>

Note:

In case of Joint Venture, each JV Partner must fill out this Form.

**TABLE OF PROPOSED KEY PERSONNEL**

The Bidder shall include key personnel in its Bid as provided in subparagraph a of Section 2.2 in Chapter III and evidence of the capacity of engaging such key personnel in performing the Contract awarded. Key personnel may be permanently contracted or temporarily employed by the Bidder. If key personnel that the Bidder includes in its Bid is not responsive to BD requirements, the Investor shall permit the Bidder to provide modifications, clarifications (addenda) or changes to key personnel to ensure conformance to BD requirements within a reasonable time that is not less than 03 working days. The Bidder is given the only one chance to replace a staff member not responsive to the requirement. Where the Bidder has no personnel replacement conforming to BD requirements, its Bid shall be rejected or disqualified. The Bidder's provision of untrue information about key personnel shall be evaluated as fraudulent practice, resulting in the Bidder's failure to obtain permission for personnel substitution and disqualification.

No.	Full name	Title of position
1	<i>[The Bidder selects key personnel from its own Data Sheet available on the System]</i>	<i>[specify the title of position that it holds in the Contract]</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: _____

*(Handwritten marks)*

**TECHNICAL EXPERIENCE AND QUALIFICATIONS<sup>(1)</sup>**

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

(1) List the expert's work history in chronological order, without listing work done that is inappropriate or unrelated to the requested work.

**BIDDER'S FINANCIAL SITUATION <sup>(1)</sup>**

Name of the Bidder: \_\_\_\_\_

Date: \_\_\_\_\_

Name of the member of Joint Venture (if any): \_\_\_\_\_

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

Note:

(1) If Co-Bidding, each member of Joint Venture 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 condition:

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

2. Financial statements must be complete, including enough contents 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 <sup>(1)</sup>**

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

Note:

(1) Bidder fills in this Form in case of using Sub-Contractors for doing some part of bid package.

(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 Investor'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 <sup>(1)</sup>**

No	Subsidiary companies name <sup>(2)</sup>	Scope of Work in the Bidding package <sup>(3)</sup>	Estimated Value % in Total Bid price <sup>(4)</sup>	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.

**BIDDER'S INFORMATION SHEETS**

Date: \_\_\_\_\_

No and Name of the Bidding package: \_\_\_\_\_

Page \_\_\_\_\_ / \_\_\_\_\_ page

Name of Bidder: ___ <i>[Bidder's name]</i>
<i>In case of Joint Venture, 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.

**JOINT VENTURE MEMBER INFORMATION SHEET <sup>(1)</sup>**

Date: \_\_\_\_\_

Serial number and name of procurement package: \_\_\_\_\_

Page \_\_\_\_\_ / \_\_\_\_\_ pages

Name of JV Bidder:
Name of JV member:
Country of Registration of JV Member:
Year of Establishment of JV Member:
Legal Address of JV member in Country of Registration:
Legal representative of JV member information Name: _____ Address: _____ Telephone/Fax: _____ Email Address: _____
1. Attach a copy of one of the following documents: Certificate of Incorporation, Establishment Decision or equivalent documents issued by competent agencies. 2. Diagram of organizational structure.

Notes:

(1) In case of joint venture, each JV member shall fill in this form.

*The BoQ stipulated in ITB 13.5 must be separated into the following Templates:*

**Form No. 11.1**

**SUMMARY OF BID PRICE**

No	Content	Bid price
1	Internationally produced/ processed goods	(M1)
2	Locally produced/ processed goods or Internationally produced/ processed goods which have been imported and offered for sale in Vietnam	(M2)
3	Related Services	(I)
	<b>Total Amount of Bid Price</b> ( <i>Transferred to Application Letter</i> )	<b>(M1) + (M2) + (I)</b>

## PRICE SUMMARY TABLE

Unit: USD/VND

No.	Items	Total Price
1	Proposed price for Goods	
2	Total goods price excluding taxes, fees and charges (if any)	
3	Total taxes, fees and charges (if any)	
	Total bid price of goods including taxes, fees and charges (if any)	

**The legal representative of the Bidder**

*[name and title, sign and stamp]*

**\* REQUIREMENTS:**

1. In each item, Bidder is requested to offer detailed descriptions including: manufacturer, country of origin, product code, quantity, unit price, total price, etc.
2. In the process of offering price of bidders:
  - + After discount (if any), the unit price of spare part must not be higher than unit price of main equipment in Bid quotation list.
  - + After discount (if any), the items have the same commodity code (Item code or product code or Part number ...) must have the same unit price.
  - + After discount (if any), the items with the same functionality and capability (hardware or software or features ...) must have the same unit price.
  - + In case of discount, bidder must show the total discount value of the package (before taxes and fees...)
3. The Bid shall be required to propose a detailed price to every card functionality.
4. VNPT has the right to buy the whole or a part of equipment with unlimited quantity for other projects of VNPT (if any) with the unit price after discount of this Bid.
5. Currency of Bid:
  - + Any costs arising inside Vietnam must be quoted in VND.

**BID PRICE OF INTERNATIONALLY PRODUCED/ PROCESSED GOODS**

1	2	3	4	5	6	7	8	9
No.	List of Goods	Unit	Quantity	Year of manufacture	Origin, Marking, Label of Product	Unit Price	Amount (Column 4x6)	Taxes, fees and charges (if any)
1	Baseband 6631	piece	172	2025 or later			A1	T1
2	Radio 4490 B1 + B3	piece	440	2025 or later			A2	T2
3	Radio 4471HP B3	piece	413	2025 or later			A3	T3
4	Radio 2279 B1 + B3	piece	87	2025 or later			A4	T4
<b>Total goods price excluding taxes, fees and charges (if any)</b>							<b>A = A1 + A2 + ...A4</b>	<b>T = T1 + T2 + ...T4</b>
<b>Total taxes, fees and charges (if any)</b>								
<b>Total bid price of goods including taxes, fees and charges (if any)</b> <i>(Switch to Price Summary Table)</i>							<b>M1 = A + T</b>	

**The legal representative of the Bidder**

*[name and title, sign and stamp]*

Note:

In the column (1), (2), (3), (4) the Bidder records in accordance with list of goods specified in Section I, Part II - Scope of supply and Technical Requirements Columns (5), (6), (7), (8): the Bidder offers. Bidder offers unit price at Column (7) as set forth in BDS 13.5, including all costs and expenses necessary for supplying goods as requirements of the Investor, excluding taxes, fees, charges (if any) in Column (9) and expenses for Relevant Service in Form No. 11 (b).

Column (9) consists of all taxes, fees, charges (if any).

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).

**BID PRICE OF LOCALLY PRODUCED/ PROCESSED GOODS OR INTERNATIONALLY PRODUCED/ PROCESSED GOODS, WHICH HAVE BEEN IMPORTED AND OFFERED FOR SALE IN VIETNAM**

1	2	3	4	5	6	7	8	9
No.	List of Goods	Unit	Quantity	Year of manufacture	Origin, Marking, Label of Product	Unit Price	Amount (Column 4x6)	Taxes, fees and charges (if any)
1							A1	T1
2							A2	T2
n							An	Tn
		<b>Total goods price excluding taxes, fees and charges (if any)</b>					$A = A1 + A2 + \dots + An$	$T = T1 + T2 + \dots + Tn$
		<b>Total taxes, fees and charges (if any)</b>						
		<b>Total bid price of goods including taxes, fees and charges (if any)</b> <i>(Switch to Price Summary Table)</i>					$M2 = A + T$	

**The legal representative of the Bidder**  
*[name and title, sign and stamp]*

Note:

In the column (1), (2), (3), (4) the Bidder records in accordance with list of goods specified in Section 1, Part II - Scope of supply and Technical Requirements

Columns (5), (6), (7), (8): the Bidder offers. Bidder offers unit price at Column (7) as set forth in BDS 13.5, including all costs and expenses necessary for supplying goods as requirements of the Investor, excluding taxes, fees, charges (if any) in Column (9) and expenses for Relevant Service in Form No. 11 (b).

Column (9) consists of all taxes, fees, charges (if any).

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).



LIST OF DOMESTIC PRODUCTION COST FOR PREFERENTIAL GOODS

Line Item No.	Description of Goods	Bid Prices of Goods specified in Bid	Amounts of all Taxes(2)	Domestic Production Costs	Percentage (%) of Domestic Production Costs
		(I)	(II)	G*	D(%) = G*/G Where: G = (I) - (II)
	(1)	(2)	(3)	(4)	(5)
1	1st Good				
2	2nd Good				
...	...				
n	nth Good				

Legal representative of Bidder  
[name, title, sign and stamp]

Notes:

- Goods not subject to get the preferential duties shall not be completed this form. Bidder shall prepare any documentary evidence to prove that such tax amount and all import cost listed above had been paid on good.

**SUPPLY SCHEDULE(\*)**

The Contractor proposes a delivery schedule in accordance with the Investor's requirements

No	List of Goods	Unit	Quantity	Place	Delivery Date		
					Earliest delivery date [insert number of days: from the effective date of the contract or from the date the investor requests delivery in case of multiple deliveries]	Latest delivery date [insert number of days: from the effective date of the contract or from the date the investor requests delivery in case of multiple deliveries]	Delivery date proposed by the contractor [insert number of days: from the effective date of the contract or from the date the investor requests delivery in case of multiple deliveries]
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1	Radio 4490 B1 + B3	piece	440	Port/airport of destination in Vietnam	Within ten (10) weeks from the Contract signing date	Within twentyeight (28) weeks from the Contract signing date	
2	Radio 4471HP B3	piece	413				
3	Baseband 6631	piece	172				
4	Radio 2279 B1 + B3	piece	87				

**The legal representative of the Bidder**  
[Name and title, sign and stamp]

Note:

(\*) Goods must be delivered within the time period specified in the RFP. Contractors who propose a delivery time earlier than the earliest delivery date will not be given priority and will not be disqualified. If the contractor proposes a delivery time later than this time period, the contractor's RFP will be disqualified.

## **PART II - SCOPE OF SUPPLY AND TECHNICAL REQUIREMENTS**

# CHAPTER V. SCOPE OF SUPPLY AND TECHNICAL REQUIREMENTS

## SECTION 1. SCOPE OF SUPPLYING GOODS AND TIME SCHEDULE

Scope of supplying goods and time schedule shall be specified by the Investor in Bidding Documents and include description of Goods supplied as well as supplying schedule.

Information in this Item is to support Bidders in completing Price List following the corresponding forms in Chapter IV – Bidding Forms.

### I. SCOPE OF SUPPLYING GOODS

No	Name of Card/Module	Unit	Volume				Note
			Net1	Net2	Net3	Total	
1	Baseband 6631	Cái		172		172	For replacing Baseband 6630, Baseband 6631 Initial HW Package (Ph.HW and Initial cap.) + 3xBaseband 663x HW Utilization Package (ABW)
2	Radio 2279 B1+B3	Cái		1	3	4	
3	Radio 2279 B1+B3	Cái		68	15	83	For replacing Radio 2219 B1, Radio 2219 B3
4	Radio 4490 B1+B3	Cái	11	292	5	308	For replacing Radio 4490 B1+B3, Radio 4499 B1+B3
5	Radio 4490 B1+B3	Cái	34	88	10	132	For replacing Radio 4428 B1, Radio 4428 B3, Radio 4415 B3
6	Radio 4471HP B3	Cái		356	57	413	For replacing Radio 4415 B1, 4415 B3, 4428 B1, 4428 B3

- Warranty: at least 12 months from the date of issuing Final Acceptance Certificate.

### II. OTHER REQUIREMENTS

- The Bidder shall read carefully and state his degree of compliance and make reference (if any) in relation to all requirements set forth by VNPT and follow the instruction in the chapter III – Bid Evaluation Criteria, article 3 – Technical Evaluation Criteria.
- All necessary hardware, license, accessories and related services must be included in Bidder's tender price and detailed in Bidder's Bill of Quantity (BoQ).
- The Bidder must build the responsibility assignment matrix for all parties in the tender package implementation.

## SECTION 2. TECHNICAL REQUIREMENT

For each of the requirement, the Bidder shall respond in writing down as follows:

- ✓ **FC (Full Compliance)** means the Bidder fully meets the requirements specified in the item without any deviations or exceptions.
- ✓ **PC (Partial Compliance)** means the Bidder partially meets the requirements specified in the item. The Bidder must explain the deviations or the exceptions or the effects that will have on overall performance of the offered equipment/service.

✓ NC (Non-Compliance) means the Bidder is unable to meet the requirements specified in the item.

+ The Bidder has to provide further information (although this information is not the reason for either acceptance or rejection of Bidder's proposal) to clarify every item. Comments can either be written in detail or given by the thorough references.

+ The Bidder's statement shall be written in English and in the **Times New Roman font with 12 pt in size.**

**I. GENERAL INTRODUCTION TO PROJECT AND PROCUREMENT PACKET**

**1. Procurement:**

- Purchasing spare-parts for rescuing radio network in Ho Chi Minh city, Southern provinces and Hai Phong, Quang Ninh, Da Nang, Khanh Hoa in 2026.
- Location of implementation: Vinaphone network in the three regions: North, Central and South of Vietnam.
- Investment Target: Timely handling, replacement, rescue, and troubleshooting to ensure Ericsson radio system of VNPT network always operates stably in all situations to provide customers with the best service quality, enhancing the reputation and competitiveness of VNPT Net.

**2. Procurement package:**

- Procurement package: Purchasing Spare parts for radio system equipment.
- Bidder selection form: International competitive bidding.
- Bidder selection method: one-stage and one-envelope bidding.
- The duration of tender package performance: 365 days.
- The type of contract: Fixed unit rate contract

**II. TECHNICAL REQUIREMENT**

**II.1 Requirements for supplied goods:**

No	Equipment/ Spare part	Requirement	Compliance (FC/ NC)	Reference
1	Baseband 6631	-Standard 3GPP		
		RAT standards support: GSM, WCDMA, LTE, 5G NR		
		Interfaces:		
		+ 3 optical 1/10 Gbps Ethernet Transmission SFP+ optical port and 1 electrical 1Gbps RJ45 ports		
		+ 15 CPRI		
		+ Synchronization interface for connection of a GNSS receiver unit, External interface		
		+ External alarm interface × 2 The unit supports eight external alarms, four per port.		
		+ LMT A interface, LMT B Interface /Synchronization test		
		interface Internal and external interfaces		

		<p>-Installation options: 19 inch standard rack</p> <p>-Dimensions : 1U size Subrack</p> <p>-Operation voltage: -48VDC nominal, Operating voltage range -38.0 to -58.5 V DC</p> <p>-Support for single mode NR (mid/low band Classic Radio) or LTE Classic Radio or WCDMA or GSM</p> <p>-Hardware Prepared for Mixed Mode baseband in Dual or Triple mode configuration for any combinations of NR (5G) + LTE + WCDMA + GSM</p> <p>Initial HW Package(Ph.HW and Initial cap.) + 3xBaseband 52xx/66xx/63xx HW Utilization Package (120MHz ABW)</p>		
2	Radio 4471HP B3	<p>-Standard 3GPP</p> <p>-Supported RAT GSM, FDD-LTE, 5G NR, ESS, NB-IoT</p> <p>-Frequency range 3GPP band3</p> <p>-Instantaneous bandwidth IBW 75 MHz</p> <p>-Occupied bandwidth OBW 75 MHz</p> <p>-Number of TX/RX paths 4T4R</p> <p>-Max. Output Power 4x60W</p> <p>-Supply voltage: -48 VDC</p> <p>-Antenna ports 4 x 4.3-10</p> <p>-CPRI: 2 x 2.5/4.9/9.8/10.1/24.3 Gbps</p> <p>-Others Interfaces: AISG TMA &amp; RET support via RS-485</p> <p>-Operational temperature range -40°C to 55°C"</p>		
3	Radio 4490 B1 + B3	<p>-Standard 3GPP</p> <p>-Supported RAT:</p> <p>- B1: WCDMA, FDD-LTE, NR, ESS, NB-IoT</p> <p>- B3: GSM, FDD-LTE, NR, ESS, NB-IoT</p> <p>-Frequency range 3GPP band1 &amp; band3</p> <p>-Instantaneous bandwidth IBW B1 60MHz, B3 75MHz</p> <p>-Occupied bandwidth OBW B1 60MHz, B3 75MHz</p> <p>-Number of TX/RX paths 4T4R</p> <p>-Max Output Power 4x100W</p>		

		-Internal PIMC		
		-Supply voltage: -48 VDC 3-wire or 2-wire (single DC-connector)		
		-Antenna ports 4 x 4.3-10		
		-CPRI: 2 x 2.5/4.9/9.8/10.1/24.3 Gbps		
		-eCPRI 2x10.3/25.8 Gbps		
		-Others Interfaces: AISG TMA & RET support via RS-485 or RF Connectors		
		-Operational temperature range -40°C to 55°C"		
4	Radio 2279 B1 + B3	-Standard 3GPP		
		-Supported RAT:		
		- B1: WCDMA, FDD-LTE, NR, ESS, NB-IoT		
		- B3: GSM, FDD-LTE, NR, ESS, NB-IoT		
		-Frequency range 3GPP band1 & band3		
		-Instantaneous bandwidth IBW B1 60MHz, B3 75MHz		
		-Occupied bandwidth OBW B1 60MHz, B3 75MHz		
		-Number of TX/RX paths 2T2R		
		-Max Output Power 2x120W (2x80W per port)		
		-Supply voltage: -48 VDC 3-wire or 2-wire (single DC-connector)		
		-Antenna ports 4 x 4.3-10		
		-CPRI: 2 x 2.5/4.9/9.8/10.1 Gbps		
		-Others Interfaces: AISG TMA & RET support via RS-485t		
		-Operational temperature range -40°C to 55°C"		

## II.2 Other requirements:

- The certificate of origin of the equipment supplied in this tender must be clearly stated by Bidder.
- The supplied equipment must be integrated and interoperated compatible with the existing network
- The Bidder must build the responsibility assignment matrix for all parties in the project implementation.
- The Bidder must supply Time Schedule according to Appendix 1 below that is consistent with the contract performance period.

**APPENDIX 1 - TIME SCHEDULE**

**Time frame of contract execution**

No.	Content	T0	D1	D2	D3	...	D....
	<b>Contract Signing</b>	▲					
	<i>Detailed Time Schedule</i>						
1	LC open						
2	Delivery						
3	Technical Test Acceptance Certificate						
4	Final Acceptance Certificate						

Note:

The Bidder shall state clearly:

- Work and Responsibility of the Bidder.
- Work and Responsibility of VNPT (if any).

BA  
  
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**PART III - CONDITIONS OF CONTRACT AND  
CONTRACT FORM**

*[Handwritten signature]*

## CHAPTER VI.

## GENERAL CONDITIONS OF CONTRACT

<b>1. Definitions</b>	<p>For the purposes of this Contract, the following words and expressions shall have the meanings hereby assigned to them:</p> <p>1.1. “Investor” means the entity as specified in the SCC;</p> <p>1.2 “Contract” means the agreement between the Investor and the Contractor, expressed in writing, signed by both parties, including appendices and attached documents;</p> <p>1.3. “Contractor” is the successful bidder (which may be an independent contractor or in partnership) and is specified in the SCC;</p> <p>1.4. “Subcontractor” means an organization or individual that signs a contract with a contractor to participate in performing related services;</p> <p>1.5. “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto;</p> <p>1.6. “Contract Price” means total amount charged for supply of the Goods and Related Services as specified in the Contract Agreement. The Contract Price must include all taxes, duties, levies, fees and charges (if any);</p> <p>1.7. “Day” means day of the calendar year; “year” means the calendar year consisting of 365 days;</p> <p>1.8. “Goods” includes includes machinery, equipment, raw materials, fuel, materials, supplies, and spare parts; product; vehicle; consumer goods; drugs, chemicals, testing supplies, medical equipment; commercial software;</p> <p>1.9. “Related Services” includes services incidental to the supply of the Goods, such as installation, initial maintenance, repair, insurance thereof or other after-sales services, e.g. training, technology transfer, etc.;</p> <p>1.10. “Completion” means the fulfillment of the Related Services by the Contractor in accordance with the terms and conditions set forth in the Contract;</p> <p>1.11. “Project Site (or Final Destination)” means the place named 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.</p>
<b>2. Contract Documents and Order of Priority</b>	<p>2.1. All documents specified in Section 2.2 SCC (including parts of the documents) will constitute the Contract to form a</p>

	<p>unified whole, be compatible, supplement and explain each other.</p> <p>2.2. The documents constituting the Contract are arranged in the following order of priority:</p> <p>a) Contract Agreement, enclosing <i>Annexes</i> thereto;</p> <p>b) Minutes of Contract Negotiation (if any), Minutes of Contract Finalization;</p> <p>c) Letter of Acceptance of Bid and Contract Award;</p> <p>d) Decision to approve the contractor selection results;</p> <p>e) SCC;</p> <p>f) GCC;</p> <p>g) Bid and written Bid clarifications submitted by the Bidder;</p> <p>h) BD and Documentary Evidence of BD Modifications or Addenda (if any).</p> <p>i) Other Documents specified in SCC.</p>
<b>3. Governing Law and Language</b>	<p>3.1 Governing Law: The contract shall be governed by and interpreted in accordance with the laws of the Socialist Republic of Vietnam.</p> <p>3.2. Applicable language: The Contract shall be made in English. All other letters and documents related to this Contract shall be made in that language and Vietnamese (if any).</p>
<b>4. Notification</b>	<p>4.1. Any notification sent by one party to the other party related to the contract must be in writing, at the address specified in <b>SCC</b>. The term “in writing” means the form of communication of information in written form and there is evidence of receipt of the information.</p> <p>4.2. A party's notification will be deemed effective from the date it is received by the other party or the effective date stated in the notification, whichever is later.</p>
<b>5. Performance Security</b>	<p>5.1. Contract performance security must be submitted to the Investor no later than the date specified in the Bidding Acceptance Letter and contract award. Contract performance guarantees are made in one or more of the following methods:</p> <p>a) Deposit by Security Check for contract performance security with a value of less than 50 million VND and the validity period of the Security Check is consistent with the time of implementation of the bidding package;</p> <p>b) Submit a letter of guarantee from a domestic credit institution or foreign bank branch established under Vietnamese law;</p>

	<p>c) Submit the certificate of guarantee insurance from a domestic non-life insurance enterprise or a branch of a foreign non-life insurance enterprise established under Vietnamese law. The contract performance guarantee according to the provisions of Points b and c of this Clause is an unconditional guarantee (paid upon request), according to the form specified in Part III or another form approved by the Investor.</p> <p>5.2. Ensuring the implementation of a valid and effective contract as stipulated in SCC.</p> <p>5.3. The performance bond will be paid to the Employer to compensate for any loss arising from the Contractor's failure to fulfill its contractual obligations.</p> <p>5.4. The contract performance guarantee refund period is as prescribed in SCC.</p>
<p><b>6. Subcontractors</b></p>	<p>6.1. The contractor may sign contract with the subcontractors named in list of subcontractors as specified in the SCC to carry out related service stated in the RFP. The use of subcontractors shall not change any of Contractor's obligations. The Contractor shall be responsible to the Purchaser for the volume, quality, schedule and other obligations regarding the work items performed by the subcontractors.</p> <p>Replacement or supplementation of subcontractors outside the list of subcontractors in Proposals or changing the subcontracting content stated in the Bidding Documents can only be done when approved by the Investor; The use of subcontractors must be consistent with the contractor's needs in contract performance; the subcontractor must meet the capacity and experience requirements of the contractor.</p> <p>6.2. The Contractor is responsible for paying the subcontractor in full and on time according to the terms agreed between the Contractor and the subcontractor.</p>
<p><b>7. Settlement of Disputes</b></p>	<p>7.1. The Investor and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>7.2. If, within the period specified in SCC following the day on which the dispute arises, the parties have failed to resolve their dispute by such mutual consultation, then either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.</p>

<b>8. Scope of Supply</b>	The Scope of Supply to be supplied shall be as specified in Chapter V.
<b>9. Schedule of Delivery of Goods, Completion of Related Services (if any) and Documents</b>	The Delivery shall be in accordance with Section 1 Chapter V. The Seller shall provide invoices and/or other documents prescribed in the SCC.
<b>10. Contractor's Responsibilities</b>	The Contractor shall supply all the Goods and Related Services (if any) included in the Scope of Supply in accordance with Article 8 – GCC, and the Schedule of Delivery and Completion of Related Services as per Article 9 – GCC.
<b>11. Types of Contract and Contract Price</b>	<p>11.1. Contract type shall be as specified in the SCC.</p> <p>11.2. The Contract Price specified in the SCC includes all costs and expenses for completion of supply of the Goods and Related Services in the procurement as indicated in the Contract Price Schedule on a basis that the schedule of supply and requirements concerning quality of the Goods and Related Services are satisfied.</p>
<b>12. Taxes, Duties, Fees or Charges</b>	<p>12.1. The Contractor shall be entirely responsible for all taxes, duties, levies, fees or charges imposed until the Goods have been delivered to the Investor.</p> <p>12.2. If any tax exemptions, reductions, allowances or privileges may be available to the Contractor, the Investor shall use its best efforts to enable the Contractor to benefit from such incentive policies.</p> <p>12.3. Tax adjustment shall be subject to the regulations laid down in the SCC.</p>
<b>13. Advance Payment</b>	<p>13.1. The Investor shall provide the Bidder with the advance payment specified in the SCC after the Contractor have furnished the Advance Payment Security equivalent to the advance sum. The Advance Payment Security shall be issued by a credit institution or foreign bank branch constituted under Vietnam's domestic law.</p> <p>13.2. The Advance Payment shall be used by the Contractor for performance of the Contract. The Contractor shall establish that the Advance Payment has been used to serve correct purposes and objectives by submitting copies of invoices, payment documents or other relevant documents to the Investor.</p>

<p><b>14. Payment</b></p>	<p>14.1. The written Payment Request, enclosing the invoice including description of the Goods already delivered and Related Services already executed, together with documentary evidence submitted under Article 9 - GCC, shall be notified and sent to the Investor upon completion of other obligations specified in the Contract.</p> <p>14.2. Payment shall be made as per the SCC.</p> <p>14.3. Payment currency: Payment currency of this Contract shall be calculated in US Dollars (USD) and Vietnamese Dong (VND).</p>
<p><b>15. Copyright</b></p>	<p>15.1. The copyright in all drawings, documents, and other materials containing data and information furnished to the Investor by the Contractor shall remain vested in the Contractor. If they are furnished to the Investor directly or through the Contractor by any third party, the copyright in such materials shall remain vested in such third party.</p> <p>15.2. Other copyright is stipulated in SCC.</p>
<p><b>16. Utilization of Documents and Information Related to the Contract</b></p>	<p>16.1. The Investor and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor such documents, data, and other information it receives from the Investor to the extent required for the Subcontractor to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor an undertaking of confidentiality of these materials.</p> <p>16.2. The Investor shall not use such documents, data, and other information received from the Contractor for any purposes unrelated to the Contract. Similarly, the Contractor shall not use such documents, data, and other information received from the Investor for any purpose other than the performance of the Contract.</p> <p>16.3. The obligations of the Investor and the Contractor under Section 16.1 and 16.2 - GCC, however, shall not apply to information that:</p> <p>a) the Investor or the Contractor need to share with the competent authority;</p>

	<p>b) now or hereafter enters the public domain through no fault of either the Investor or the Contractor;</p> <p>c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party;</p> <p>d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.</p> <p>16.4. The above provisions of Article 16 – GCC shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply of the Goods and Services.</p> <p>16.5. The provisions of Article 16 – GCC shall survive completion or termination, for whatever reason, of the Contract.</p>
<p><b>17. Specifications and Standards</b></p>	<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 and Technical requirements. 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>
<p><b>18. Packing</b></p>	<p>18.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their project site (final destination), as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods’ final destination, means of transport, handling facilities, etc. from the place of departure to the project site (final destination).</p> <p>18.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Investor.</p>
<p><b>19. Insurance</b></p>	<p>Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in the manner specified in the SCC.</p>

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<p><b>20. Transportation and Incidental Services</b></p>	<p>20.1. Transportation and other requirements shall be in accordance with the SCC.</p> <p>20.2. The Contractor may be required by the Investor to provide any or all of the following services, including additional services, if any, specified in the SCC:</p> <ul style="list-style-type: none"> <li>a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d) operation or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Contractor of any warranty obligations under this Contract;</li> <li>dd) training of the Contractor's personnel in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> </ul> <p>20.3. Prices charged by the Contractor for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Contractor for similar services.</p>
<p><b>21. Inspections and Tests</b></p>	<p>21.1. The Contractor shall at its own expense and at no cost to the Investor carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.</p> <p>21.2. The inspections and tests may be conducted on the premises of the Contractor or at point of delivery, and/or at the project site (final destination) or in another place as specified in the SCC. Subject to Section 21.3 – GCC, if conducted on the premises of the Contractor or others, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Investor.</p> <p>21.3. The Investor or its designated representative shall be entitled to attend the tests and/or inspections referred to in Section 21.2 – GCC, provided that the Investor bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.</p> <p>21.4. Whenever the Contractor is ready to carry out any such test and inspection, it shall give a reasonable advance notice,</p>

	<p>including the place and time, to the Investor. The Contractor shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Investor to attend the test and/or inspection.</p> <p>21.5. The Investor may require the Contractor to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with requirements of the Contract, provided that the Contractor's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Contractor's performance of its other obligations under the Contract, due adjustments will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.</p> <p>21.6. The Contractor shall provide the Investor with a report of the results of any such test and/or inspection.</p> <p>21.7. The Investor may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Contractor shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Investor. Then the Contractor shall repeat the test and/or inspection, at no cost to the Investor, upon giving a notice pursuant to Section 21.4 – GCC.</p> <p>21.8. The Contractor agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Investor or its designated representative, nor the issue of any report pursuant to Section 21.6 – GCC, shall release the Contractor from any warranties or other obligations under the Contract.</p>
<p><b>22. Sanctions and Damages</b></p>	<p>Sanctions for any breach of the Contract and payment of damages shall be in accordance with the SCC.</p>
<p><b>23. Warranty</b></p>	<p>23.1. The Supplier warrants that all the Goods are new or unused according to the specified proposal.</p> <p>23.2. The Contractor further warrants that the Goods shall be free from defects arising from any act or omission of the Contractor or arising from design, materials, and workmanship, under normal use in the conditions prevailing in Vietnam.</p> <p>23.3. Warranty validity period and place where the warranty is applied shall be as specified in the SCC.</p>

	<p>23.4. The Investor shall give notice to the Contractor stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Investor shall afford all reasonable opportunity for the Contractor to inspect such defects.</p> <p>23.5. Upon receipt of such notice, the Contractor shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Investor.</p> <p>23.6. If having been notified, the Contractor fails to remedy the defect within the period specified in the SCC, the Investor may proceed to take within a reasonable period such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Investor may have against the Contractor under the Contract.</p>
<p><b>24. Patent Indemnity</b></p>	<p>24.1. The Contractor shall, subject to the Investor's compliance with Section 24.2 – GCC, indemnify and hold harmless to the Investor and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Investor may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:</p> <ul style="list-style-type: none"> <li>a) the installation of the Goods by the Contractor or the use of the Goods in Vietnam;</li> <li>b) the sale of the products produced by the Goods.</li> </ul> <p>Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Contractor, pursuant to the Contract.</p> <p>24.2. If any proceedings are brought or any claim is made against the Investor arising out of the matters referred to in Section 24.1 - GCC, the Investor shall promptly give the Contractor a notice thereof, and the Contractor may at its own expense and in the Investor's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p>

	<p>24.3. If the Contractor fails to notify the Investor within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Investor shall be free to conduct the same on its own behalf.</p> <p>24.4. The Purchaser shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.</p> <p>24.5. The Investor shall indemnify and hold harmless the Contractor and its employees, officers, and SubContractor from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Contractor may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Investor.</p>
<p><b>25. Change in Laws and Regulations</b></p>	<p>Unless otherwise specified in the Contract, if after the date of 28 days prior to the date including the Bid closing time, any law or regulation is enacted, promulgated, abrogated, or changed in Vietnam that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with Article 11 – GCC.</p>
<p><b>26. Force Majeure</b></p>	<p>26.1. The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages or sanctions, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>26.2. If a Force Majeure situation arises, a party's failure to carry out any of its obligations shall not be deemed breach or default of the Contract provided that the affected party: (a) has taken all reasonable, prudential and necessary alternative actions, all of which serve for the purpose of performing the</p>

	<p>terms and conditions of this Contract, and (b) continues to perform its obligations under the Contract to the extent that such performance is reasonable and realistic.</p> <p>26.3. For purposes of this Contract, “Force Majeure” means an event or situation beyond the control of parties that is not foreseeable, is unavoidable, and causes impossibility of performance of contract not because of negligence or lack of care on the part of any party. Such events may include, but not be limited to, wars, riots, strikes, fires, floods, epidemics, quarantine restrictions, freight embargoes, or regulatory regulations or policies.</p> <p>26.4. If a Force Majeure situation arises, the affected party shall promptly notify the other party in writing of such condition and the cause thereof within fourteen (14) days from the day of occurrence thereof. Simultaneously, it shall send thw written confirmation of such force majeure event issued by a body having jurisdiction at the occurrence place. - The affected party shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance in order to contain consequences thereof.</p> <p>26.5. The period during which a party must complete a work under this Contract is extended by a period as long as the time that the party is unable to perform the work due to a force majeure event.</p>
<p><b>27. Contract Amendments</b></p>	<p>27.1. The Investor may order the Contractor to make changes within the general scope of the Contract in any one or more of the following:</p> <ul style="list-style-type: none"> <li>a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Investor;</li> <li>b) the method of shipment or packing;</li> <li>c) the place of delivery;</li> <li>d) the Related Services to be provided by the Contractor.</li> <li>e) schedule of execution of the Contract as indicated in Article 28 – GCC.</li> </ul> <p>27.2. If any such change within the scope of contract as indicated in Section 27.1 - GCC causes an increase or decrease in the cost of, or the time required for, the Contractor’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall</p>

accordingly be amended by both parties. Any claims by the Contractor for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Contractor's receipt of the Investor's change order.

27.3. Where the Contractor supplies a new version of goods that is made by the same manufacturer, is of the same origin as; has technical features, configurations, parameters, etc. equivalent to or better than, the version of the goods proposed by the Contractor in its Bid; and that meets the BD requirements, the Contractor must notify in advance in writing to the Investor to seek its approval. In this case, after considering its demand, the Investor may approve the Contractor's proposal provided that the unit price and other conditions of the contract remain unchanged.

27.4. In case where it is necessary to perform the related services not mentioned in this Contract, the Investor and the Contractor shall enter into the negotiation on the unit price which is aligned with the market price.

27.5. The Investor and the Contractor will conduct the negotiation to serve as a basis for signing contract appendices or addenda in case of contract modifications and amendments.

27.6. During the contract performance, the Contractor may propose cost-efficient solutions, including but not limited to the following:

- a) Actions to be taken and explanations for differences from the requirements set forth in the signed contract;
- b) Comprehensive analysis of the costs and benefits of each solution, including description and estimation of the costs (including life cycle costs) that may be incurred to the Investor if the Investor approves the Contractor's proposal;
- c) Impacts of each solution on contract performance.

27.7. The Investor may approve the Contractor's proposal if it demonstrates one of the following benefits without prejudice to the necessary functions of the Goods:

- a) Shortened delivery time;
- b) Reduced Contract Price or Life Cycle Cost to be paid by the Investor;
- c) Improvements in quality, effect and sustainability of the Goods to be supplied under this Contract;
- d) Any other benefits to be enjoyed by the Investor.

	<p>If the Contractor's proposal is approved by the Investor and reduces the Contract Price, the Investor shall pay the Contractor according to the reduced amount of Contract Price at the rate specified in the SCC.</p>
<p><b>28. Extensions of Time</b></p>	<p>28.1. If at any time during performance of the Contract, the Contractor or its subContractor should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to Article 9 – GCC, the Contractor shall promptly notify the Investor in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Contractor’s notice, the Investor shall evaluate the situation and may at its discretion extend the Contractor’s time for performance, in which case the extension shall be ratified by the parties through their negotiation by amendment of, appendices or addenda to the Contract.</p> <p>28.2. Except in case of Force Majeure event or situation specified in Article 26 – GCC, a delay by the Contractor in the performance of its Delivery and Completion obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to Article 22 – GCC.</p>
<p><b>29. Contract Termination</b></p>	<p>29.1. Termination for Default</p> <p>a) The Investor, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Investor, may terminate the Contract in whole or in part:</p> <p>(i) if the Contractor fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Investor pursuant to Article 28 – GCC;</p> <p>(ii) if the Contractor fails to perform any other obligation under the Contract;</p> <p>(iii) if the Contractor, in the judgment of the Investor, has engaged in the prohibited acts or practices, as defined in Article 16 in the Law on Bidding, in competing for or in executing the Contract.</p> <p>b) In the event the Investor terminates the Contract in whole or in part, pursuant to subparagraph a of this Section, the Investor may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Contractor shall be liable to the Investor for any incremental costs for such similar Goods or Related Services. However, the Contractor shall continue</p>

	<p>performance of the portion of Contract to the extent not terminated.</p> <p>c) Others are specified in SCC.</p> <p>29.2. Termination for Insolvency</p> <p>The Investor may at any time terminate the Contract by giving notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Investor.</p>
<p><b>30. Export Restriction</b></p>	<p>Any export restrictions attributable to trade regulations from a country supplying those products/goods that substantially impede the Contractor from meeting its obligations under the Contract shall release the Contractor from the obligation to provide deliveries or services, always provided, however, that the Contractor can demonstrate to the satisfaction of the Investor that it has completed all required formalities, including applying for permits, authorizations and licenses necessary for the export of the Goods and Related Services specified under the Contract. In this event, termination of the Contract on this basis shall be inflicted by the Investor on the Contractor.</p>

## CHAPTER VII. SPECIFIC CONDITIONS OF CONTRACT

<b>GCC 1.1</b>	Investor (End-User): VNPT Net Corporation. Address: No. 30, Pham Hung Street, Tu Liem Ward, Hanoi, Vietnam.
<b>GCC 1.3</b>	The Supplier (Contractor) is:
<b>GCC 1.11</b>	Project Site(s) /Final Delivery Site(s) are: NoiBai/TanSanNhat/Danang International Airport, and/or seaport in HaiPhong/HoChiMinh/Danang city, Vietnam
<b>GCC 2.2</b>	The following documents are integral parts of the contract: <ol style="list-style-type: none"> <li>1. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.</li> <li>2. The annexes of the contract including: <ul style="list-style-type: none"> <li><i>Annex 1 - Price List</i></li> <li><i>Annex 2 - Statement of Compliance for Scope of Supply and Technical Requirements</i></li> <li><i>Annex 3 - Implementation Schedule</i></li> <li><i>Annex 4 - Responsibility Matrix</i></li> <li><i>Annex 5 - Services Description</i></li> </ul> </li> <li>3. Other documents as agreed by the Parties (if any)</li> </ol>
<b>GCC 4.1</b>	For notices, the Investor's address shall be: Attention: VNPT Net Corporation. Address: No. 30, Pham Hung Street, Tu Liem Ward, Hanoi, Vietnam.
<b>GCC 5.2</b>	<p><b><u>1. Performance Security</u></b></p> <ul style="list-style-type: none"> <li>- Form of Performance Security: The Performance Security shall be issued by a well-known bank in Vietnam or a foreign Bank's branch in Vietnam approved by the End user/Buyer by way of an unconditional and irrevocable bank guarantee in a form acceptable to the End user/Buyer, using the Form 18 of Part IV - Contract Forms). All costs in respect of such guarantee shall be borne by the Supplier and the Supplier shall indemnify the End user/Buyer from and against such costs.</li> <li>- The amount of the Performance Security: 10% of the Total Contract Price.</li> <li>- Effectiveness of Performance Security: This Performance Security shall indicate Investor as beneficiary and shall take effect from the</li> </ul>

	issued date of the Performance Security and valid up to thirty (30) days after the date of the last Final Acceptance Certificate (FAC) of the Contract.
<b>GCC 5.4</b>	Deadline for refunding Performance Security: The Performance Security will be discharged by the End User/Buyer and returned to the Contractor not later than thirty (30) days after the date of Final Acceptance Certificate (FAC).
<b>GCC 6.1</b>	List of Subcontractor: <i>[insert the List resembling the one specified in the Bid]</i> .
<b>GCC 7.2</b>	<p>Time period for conciliation: within 60 days.</p> <p>Settlement of disputes:</p> <ul style="list-style-type: none"> <li>- Any disputes or discrepancies which may arise out of this contract shall be settled smoothly, amicably, based on mutual benefit and understanding;</li> <li>- If an attempt at settlement has failed, all disputes arising out of or in relation to this contract shall be finally settled by the Vietnam International Arbitration Centre in accordance with its Arbitration Rules.</li> <li>- The place of arbitration shall be carried out in Country of Vietnam;</li> <li>- The arbitrary award shall be substantiated in writing. The decision of the arbitration shall be final and binding for both parties;</li> <li>- All expenses in connection with the arbitration shall be born by the losing party;</li> <li>- The language for the arbitration shall be English or Vietnamese.</li> </ul>
<b>GCC 9</b>	<p>9.1. Foreign Seller will deliver all the Supplies of this Contract on the basis of DAP Vietnam seaport/airport in accordance with the terms and conditions of INCOTERMS 2010.</p> <p><b>Time of delivery:</b></p> <p>All Supplies shall not be delivered in more than four (04) shipments to Vietnam's sea/air-port with the time of delivery is specified in <b>Template No.16 of Chapter IV – Bidding Form</b></p> <p>Arrival date of the Equipment shall be shown on the Arrival Notice which issued by Vietnam transportation agent.</p> <p><b>Delivery place:</b> Seaport/Airport of discharge: NoiBai/TanSanNhat/Danang International Airport, and/or seaport in HaiPhong/HoChiMinh/Danang city, Vietnam.</p> <p>Title of Spare Parts of Foreign Part supplied by Foreign Seller shall pass to the Buyer upon the Foreign Supplier's transfer of the Spare Parts to</p>

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the Buyer/End-User at the arrival airport/seaport in Vietnam. Foreign Seller shall be responsible for the Foreign Part and shall bear the risk of loss and damage thereto in accordance with the Incoterms used.

The delivery plan shall be stated in the Annex.- Implementation Schedule to this Contract.

For Foreign Part, in case of the number of shipments exceeding four (04) shipments and/or the Spare Parts are not delivered to the seaport/airport as specified above caused by the Foreign Seller, all arising costs for importation at Vietnam port/airport (except import tax, VAT); Local insurance for inland transportation cost and Local transportation cost shall be borne by the Foreign Seller. In case the value of the shipments exceed the Contract Price Net of Foreign Part supplied by Foreign Seller as reference in the Annex 1- Price List, the Foreign Seller shall bear all the cost and expenses arising from receiving the goods, including but not limited to the import tax, VAT for the value gap only in accordance with DAP Vietnam airport/seaport terms.

The shipment of the Supplies shall be carried out by the Foreign Seller on DAP Vietnam port/airport in accordance with the terms and conditions of INCOTERMS 2010.

If the Buyer finds out that all losses, good missing with respect to the invoices and packing lists at the international airport/seaport, Vietnam and/or at Project Sites, the Buyer shall inform the status of cargos to the Sellers and the Sellers shall immediately request the Insurance Company to make a report on site. This report shall be legal evidence in case of disputes in defining equipment/goods status and shall be a basic for complaining. If deficiencies or missing of the Supplies is solely attributed to Sellers' responsibility, the Sellers must replace the shortage and remedy the Hardware and Spare Parts without delay at his own costs.

If the loss, shortage, missing of Supplies is due to transport, the Sellers will set immediately complaining letter requiring the Insurance company to compensate. If deficiencies or goods missing are only attributable to the Sellers, the Sellers shall be responsible for replacing, remedying at the Sellers' cost.

9.2. The Supplier must provide following information and documents on shipment:

- The Supplier shall notify the Purchaser before shipment and five (05) working days before the shipment (Airway Bill or Bill of Lading) send

	<p>out the Purchaser including documents: (i) Official Invoice (ii) Official General Packing list by e-mail.</p> <p>- On the first flight date shown on Airway Bill of each shipment by air and on the shipped on board date shown on Bill of Lading of each shipment by sea, the Foreign Supplier shall send to the Purchaser the following documents: (i) Official Airway Bill or Bill of Lading; (ii) Letter of notification for estimated date of arrival; (iii) Official Invoice and the soft copy of the detailed Packing List shall also be sent to the Purchaser by E-mail.</p> <p>- The Supplier sends out the Purchaser the scanned copy of original shipping documents by Email within 01 working day after shipment (Airway Bill date or Bill of Lading date) and the original shipping documents by DHL or express courier service within three (03) working days from Airway Bill date and/or five (05) working days from Bill of Lading date.</p> <p>- The Supplier should send to the Purchaser the above documents prior to arrival of the Goods; otherwise, the Supplier shall be liable to any cost incurred from the late receipt of documents;</p> <p>- Shipping documents shall include:</p> <p>a) Airway Bill (AWB) notified "Freight Prepaid"/Shipment Bill (B/L) notified "Freight Prepaid" in one (01) original</p> <p>b) Commercial invoice signed by the Supplier in three (03) originals</p> <p>c) General packing list in three (03) originals</p> <p>d) Certificate of Origin issued by the Chamber of Commerce of the Manufacturer and/or Foreign Supplier's country in one (01) copy.</p> <p>e) Insurance Certificate including ALL RISKS, WAR and SRCC covering 110% of invoice value showing payable in Vietnam in one (01) original.</p> <p>f) Certificate of Quality in three (03) originals);</p> <p>* Description of Supplies in General packing list of each shipment shall be in conformity with the material list of the Contract.</p> <p>* The detailed Packing List shall be sent to the Purchaser by E-mail and container information shall also be sent to the Purchaser by in one (01) original (if requested by Purchaser).</p>
<b>GCC 11.1</b>	Type of contract: Fixed unit rate contract
<b>GCC 11.2</b>	Contract Price: Fixed

<p><b>GCC 12.3</b></p>	<p>Tax adjustment: Allowed.</p> <p>During performance of the Contract, if, at the time of payment, there is any change (increase or decrease) in taxes; and the contract prescribes that tax adjustment is allowed; at the same time, the contractor can furnish documents on determination of the tax amounts incurred, the difference in tax amounts payable between tax regulations will be handled by necessary adjustments made under terms and conditions of the Contract.</p>
<p><b>GCC 13.1</b></p>	<p><b>1. Advance Payment Guarantee:</b></p> <p>+ Time of submit: Supplier shall submit to Buyer the Advance Payment Guarantee no later than ten (10) working days after the issuance date of Contract.</p> <p>+ Form of Advance Payment Guarantee: The Advance Payment Guarantee shall be issued by a well-known bank in Vietnam or a foreign Bank's branch in Vietnam approved by the End-user/Buyer by way of an unconditional and irrevocable bank guarantee in a form specified in Form No. 19 Part IV - Contract Forms. In case the Advance Payment Guarantee submitted to the End user/Buyer expires and the Delivery Acceptance Certificate has not duly signed by Parties, the Supplier has obligation to extend the Advance Payment Guarantee by suitable period of time. All costs in respect of such guarantee shall be borne by the Supplier and the Supplier shall indemnify the End user/Buyer from and against such costs.</p> <p>+ Advance Payment Guarantee shall cover 10% of Price Net of Contract.</p> <p>+ Validity of Advance Payment Guarantee: The Advance Payment Guarantee shall be valid up to thirty (30) days after the date of DAC of Contract.</p> <p><b>2. Advance Payment is following the Article 14.2</b></p>
<p><b>GCC 14.2</b></p>	<p><b>The following method of payment shall be applied to this contract</b></p> <p><b>14.2.1. Payment for Foreign Part supplied by Foreign Seller</b></p> <p><b>1. Advance Payment:</b></p> <p>10% of the Contract's Price Net for the Foreign Part supplied by Foreign Supplier will be paid by telegraphic transfer (T/T) within fifteen (15) days after the Purchaser's receipt of the following documents from Foreign Supplier:</p> <ul style="list-style-type: none"> <li>• Commercial invoice for ten percent (10%) of the Contract Price Net for the Foreign Part supplied by Foreign Supplier in three (03) originals;</li> <li>• Performance Security for Foreign Part supplied by Foreign Supplier as stipulated in the Article 11 (of contract) in one (01) original and one (01)</li> </ul>

photocopy certified by its issuing bank;

- Advance Payment Guarantee (cover ten percent of the Contract's Price Net) for the Foreign part supplied by Foreign Supplier as stipulated in the Article 11 (of contract) in one (01) original and one (01) photocopy certified by its issuing bank;

Despite of the provisions herein above, the Advance Payment will not be made until the Performance Security has been provided in compliance with Article 5 - the GCC, SCC and the Advance Payment Guarantee has been provided in compliance with this Article herein.

The payment shall be remitted to Foreign Supplier's bank accounts as follows:

Name and Address of Beneficiary:

Name and Address of Beneficiary's Bank:

SWIFT CODE:

## **2. Balance Payment:**

Ninety percent (90%) of the Contract's Price Net for Foreign Part supplied by Foreign Supplier shall be paid by an irrevocable Letter of Credit (L/C) at sight, will be issued within 14 days from: (i) the Contract Signing Date; and (ii) the Purchaser's receiving date of Performance Security from Foreign Supplier, and valid till thirty (30) days after Final Acceptance Certificate (FAC) date of the Contract.

Advising bank information for L/C provided by Foreign Supplier is as follows:

- Bank name:

- Bank address:

- Swift code:

The L/C shall be paid as follows:

### ***2.1. Payment after complete delivery:***

30% of the Price Net of Foreign Part's Hardware will be paid at sight to Foreign Contractor upon the delivery completion of all shipments, against Foreign Contractor's presentation to the bank of the following documents, within the validity of the L/C:

a) Signed commercial invoices valued thirty percent (30%) of the Spare part's Price Net for Foreign Part showing the Contract number and L/C number in three (03) originals.

b) Delivery Acceptance Certificate duly signed by the Buyer, Foreign Seller

and the End-User in one (01) original.

c) Shipping document of all shipments, each shipment includes:

- Three (03) original of signed Invoices for one hundred percent (100%) of total Price Net of each shipment (including Spare Parts) and corresponding CIT portion (corresponding CIT portion will not be paid under L/C. Corresponding CIT portion will be withheld by the Buyer for tax payment on behalf of Foreign Seller to the Vietnam state budget). The Invoices must show Contract number, L/C number and supplies' country of original.

- One (01) original of Clean Airway Bill (AWB) for each shipment showing "airport of discharge ----- airport, ....city", showing consignee as -----, a company incorporated in Viet Nam and having its principal/registered office at -----, Vietnam, showing flight number, flight date, Contract number, L/C number and marked "Freight Prepaid" and notify -----, and/or

- 2/3 originals of Clean shipped-on-board Bill of Lading (B/L) for each shipment showing discharge port in ----- city, showing consignee as -----, a company incorporated in Viet Nam and having its principal/registered office at -----, Vietnam and marked "Freight Prepaid"; Contract number, L/C number and notify .....

- Three (03) originals of General Packing List for each shipment showing shipment number and/or Invoice number, Contract number, and L/C number.

- One (01) original of Certificate of Origin for each shipment showing the Contract number, L/C number, shipment number and/or invoice number issued by the Chamber of Commerce of the manufacturer's country and/or Foreign Seller's country.

- One (01) original of Certificate of Quality issued by the Manufacturer and/or Foreign Seller showing the manufacturing year of production, Contract number, shipment number and/or Invoice number and End-User as VNPT Net Corporation.

- One original of confirmation letter issued by the Foreign Seller showing the contract number, letter of credit number, shipment number and/or invoice number, by which Foreign Seller guarantees the Spare Parts of each shipment is covered by the valid Certificate of Insurance. One copy of this valid Certificate of Insurance will be included with the Foreign Seller's confirmation letter.

- One (01) original of Beneficiary's certificate certifying one (01) full set of original shipping documents of each shipment as above-mentioned have been sent directly to the Buyer by an express courier within two (02) working days from the date of AWB and within seven (07) days from the date of B/L.

**2.2. Payment after Final Acceptance Certificate (FAC)**

60% of the Contract Price Net for Foreign Part will be paid at sight to the Foreign Contractor after the date of Final Acceptance Certificate (FAC), against Foreign Contractor's presentation to the bank of the following documents, within validity of the L/C:

- Three (03) originals of signed commercial invoice valued sixty (60%) percent of the Foreign Part Payable Amount showing clearly the payable amount, Contract reference number and letter of credit number.
- One original of dated Final Acceptance Certificate (FAC) to be duly signed by both Purchaser and Contractor.

All L/C costs and charges inside Vietnam shall be borne by the Buyer outside Vietnam shall be borne by the Seller.

All Letter of Credit amendment fees shall be borne by the requesting Party.

2.4 Purchaser shall withhold the Corporate Income Tax of Foreign Contractor Withholding Tax (FCWT) according to the amount which is specified in Annex ...- Price List. Purchaser shall be responsible for payment this tax to the Vietnam State Budget on behalf of..... The Purchaser shall provide one (01) copy of (i) Corporate Income Tax declaration and (ii) Corporate Income Tax Payment Receipt within thirty (30) days from the date of the tax payment. The VAT of Foreign Contractor Withholding Tax imposed on Contractor in accordance with the applicable laws and regulations of Vietnam is not included in the Contract Price. Purchaser shall pay the VAT part of the FCWT in addition to the Contract Price and on Contractor's behalf to Vietnamese Tax Authorities.

#### 14.2.2. Payment for Local Part supplied by Local Seller

Any and all payments for Local Part supplied by Local Seller will be made by telegraphic transfer (T/T), in Vietnamese Dong into the bank account of Local Seller as follow:

Bank name : CITI Bank

Bank's address :Horison building, 40 Cat Linh street, Dong Da District Ha Noi - Vietnam

Beneficiary : Ericsson Vietnam Company Limited

Swift code : CITIVNVX

Account No (in VND): 0201027039

One hundred percent (100%) of the Price Net for Local Part supplied by Local Seller of the Contract equal to VND ..... and one hundred percent (100%) of respective VAT will be paid within thirty (30) days from the date of the local seller's submission of the following full and correct document set to the Buyer (the payment request date):

	<ul style="list-style-type: none"> <li>- Payment request signed by Local Seller in three (03) originals.</li> <li>- Final Acceptance Certificate (FAC) of the Contract to be duly signed by the Buyer, Foreign Seller, Local Seller and the End-User in one (01) original.</li> <li>- VAT invoice for one hundred percent (100%) of the Contract value for Local Part supplied by Local Seller in one (01) original and one (01) certified true copy.</li> </ul> <p>The A-B Final Settlement of the Contract in one (01) original.</p>
<b>GCC 15.2</b>	Other copyright : Not applicable
<b>GCC 18.2</b>	<p>The packing, marking and documentation within and outside the packages shall be:</p> <ul style="list-style-type: none"> <li>+ Shipper's name; address...</li> <li>+ Consignee's name; address...</li> <li>+ Contract No...</li> <li>+ Dimensions of cases...</li> <li>+ Gross/net weight</li> <li>+ Instructions for loading and unloading, transportation...</li> </ul>
<b>GCC 19</b>	<p>The Foreign Bidder shall be responsible for insurance of goods of all types according to insurance conditions ALL RISKS, WAR, SRCC, covering 110% of invoice value (including FOC and/or Discount value, if any) showing Contract number, shipment number and/or invoice number and payable in Vietnam with respect to every risk occurred in international transportation to the port of discharge.</p>
<b>GCC 20.1</b>	<ul style="list-style-type: none"> <li>- Transportation: Goods of contract shall be delivered and handover at specified (Haiphong / Danang / Hochiminh seaport / Noibai / Danang / Tansonnhat airport for Foreign Part and End-user's warehouse in Vietnam for Local Part (if any)). All related costs and expenditure are born into supplier's transportation and included in total value of contract.</li> <li>- Other requirements: <ul style="list-style-type: none"> <li>+ The Contractor is responsible for training and instruction for Investor.</li> <li>+ The Contractor shall bear the Terminal Handling Charges (THC), container imbalance charge (CIC) or equipment imbalance surcharge, the lift on/lift off charges, container cleaning fees and other port/airport charges (except arising charges due to the fault of Purchaser) at the airport/seaport of destination in Vietnam. The Contractor shall pay storage fees which is only due to the Contractor's fault arise at the sea/airport of destination in Vietnam.</li> </ul> </li> </ul>

<b>GCC 20.2</b>	Services include: The details are specified in the PART II , CHAPTER V - SCOPE OF SUPPLY AND TECHNICAL REQUIREMENTS
<b>GCC 21.1</b>	<p><b>1. Factory Inspection of Foreign Part supplied by....</b></p> <p>Factory inspection and Test of the Supplies shall be conducted by the Manufacturer before shipments to ensure a successful performance when installed. Certificate of Quality issued by Manufacturer shall be sent to the Purchaser together with the shipping documents.</p> <p><b>2. Equipment hand-over at warehouse and Delivery Acceptance Certificates</b></p> <p>Upon the availability of the Foreign Part for the shipment at End-User's warehouse, the Seller and the End-User shall check the Spare Parts and the sign Equipment hand-over for such shipment.</p> <p>Based on a full set of Equipment hand-over of Foreign Part, the Buyer, the Foreign Contractor and the End-User shall sign the Delivery Acceptance Certificate (DAC) for Foreign Part within fifteen (15) days from the date of submission of the full set of Equipment hand-over by the Foreign Contractor.</p> <p><b>3. Technical Test Acceptance Certificate</b></p> <p>The Seller will send their technical experts co-ordinate with the End-User to test all delivered equipment which specified in the Equipment List of the signed Contract.</p> <p>Time Schedule for basic Tests: Basic Tests shall be carried out and completed no later than 21 days from the signing date of Delivery Acceptance Certificate.</p> <p>If the test results indicate compliance with the Technical Specifications, Technical Test Acceptance Certificate shall be issued and signed by the Seller, Buyer and the End-User within twenty (20) days from the completion date of the test;</p> <p>The Technical Test Acceptance Certificate shall be made in six (06) originals, and signed by the Seller, the End-User and the Buyer.</p> <p>*The Seller shall provide three (03) originals of Technical Test Acceptance Certificate to the Buyer within ten (10) working days from the date of Technical Test Acceptance Certificate signed by all Parties and three (03) originals of the corresponding CIT invoice signed by the Seller for the FAC payment.</p> <p>After testing the equipment done by the Buyer/End-User, if there is any wrong equipment or lack of the equipment, the Seller shall have</p>

	<p>the responsibility to replace or the supply the missing and the wrong equipment without any fee to the Buyer within 15 days from the date of notice by the Buyer. In case of delay in replacing or supplying missing equipment within the stipulated time, the conditions of GCC 22 shall be applied.</p> <p><b>4. Final Acceptance Certificate</b></p> <p>Final Acceptance Certificate (FAC) for the Contract shall be signed by the Foreign Seller, Local Seller, the Buyer and the End-User based on: (i) Minutes of meeting for overall project implementation; one (01) original of Warranty Bond for the Contract in one original and;</p> <p>(ii) All the penalty amount of the Contract/the due amount arising from the changes of the Contract are paid by the Sellers to the Buyer/End-User (if any).</p> <p>- Based on full set of Delivery Acceptance Certificate and Technical Test Acceptance Certificate, Final Acceptance Certificate (FAC) shall be signed and sealed by the Buyer, the Seller and the End-User within twenty (20) days from Seller's submission of the FAC documents.</p> <p>The FAC shall be made in fifteen (15) originals, and signed by the Seller, the End-User and the Buyer.</p>
<p><b>GCC 22</b></p>	<p>- The maximum penalty value applied to a breach of contract or the total value of penalties shall not exceed 8% value of the contract part damaged:</p> <p>+ Penalty for delayed delivery of goods: 1% of the value of the goods delayed in delivery per each delayed week.</p> <p>+ In case of weeks with odd days, it is calculated as follows: Number of delayed weeks = t + (odd number of days / 7).</p> <p>Where t is the delayed week in units of 7 days per week.</p> <p>+ Penalty for delayed extension of the performance guarantee: 1% of the value of the performance guarantee for each day of late submission. The maximum penalty is 8% of the value of the respective guarantee.</p> <p>- The amount of penalties for breach of contract shall be deducted from the most recent payment due to the Contractor or the Contractor may chose to transfer the amount into the account specified in the contract.</p>
<p><b>GCC 23.3</b> <b>GCC 23.5</b> <b>GCC 23.6</b></p>	<p><b>1. The Warranty Period:</b> shall be at least 12 months from the issuance date of the Final Acceptance Certificate (FAC).</p> <p>- The location for warranty: Vinaphone network in the three regions: North, Central and South of Vietnam</p>

- The time limit for repair or replacement: In case the Supplies should be repaired and/or replaced, within seven (07) days from date of notification, the Supplier shall inform the Buyer of the estimated period for repair/replace, which shall not be later than sixty (60) days from the dispatch.

- All fees related to the repair and replacement shall be at the Contractor's cost including but not limited to items as following:

- a) Transportation charge from the End-User's site to the Manufacturer's repair Center.
- b) Repair/replacement costs
- c) Cost necessary for shipping out the repaired parts from Manufacturer's repair site to the End-User's site .
- d) Other related costs for repair/replacement including export and import taxes.

In case the Supplies dispatched for repair/replacement shall not be returned within the stipulated time, the Contractor shall bear all arising costs, expensed and delay penalty as specified in **GCC 22** due to this delay;

The Contractor warrants that any replacement or repaired Supplies provided under warranty period shall be warranted for 180 days from the date of repair or replacement or the expiry date of the Warranty period, whichever comes later;

The Contractor shall not be liable for any defect or damage caused by faulty or inadequate operation of the Buyer;

The Contractor may, at any time, with the Buyer's written consent in advance, introduce into the System technical modifications which become necessary due to changes in technology and/or availability of components, provided that the performance of the replaced Supplies is functionally equivalent or better than the performance of Supplies specified in this Contract, and compatible with it;

If at the expiry of Warranty Period after repair and/or replacement the Supplies do not conform to the Technical Specifications, the Buyer shall return the Supplies to the Contractor and the Contractor shall reimburse the paid amount and related fees upon the invoices presented by the Buyer;

The Buyer may deduct any such amount from any payments which from time to time are due or become due to the Contractor under the Contract or from any security deposited by the Contractor with the Buyer under the Contract. Before deducting any amount from any security deposit under this Contract the Buyer will provide the Contractor with a claim in order to request for payment for such claim directly. Only if the Contractor fails to transfer the funds within 30 days from the date of the

	<p>claim will the Buyer deduct the amount from a security deposited by the Contractor.</p> <p>Inferior supplies or defective work: If at any time before the expiry date of the Warranty Period, if the Buyer finds that any Supplies of System are inferior or defective, the Buyer have the right to reject such Supplies notwithstanding before that, the Buyer may have been satisfied and accepted these Supplies and that payment may have been settled in respect of such Supplies. In this case the Contractor shall replace the inferior or defective Supplies with supplies that meet the relevant specifications under this Contract.</p> <p><b>2. Warranty Bond:</b></p> <p>+ Time of submit: Supplier shall submit the Warranty Bond to Buyer before the date of Final Acceptance Certificate.</p> <p>+ Form of Warranty bond: The Warranty bond shall be issued by a well-known bank in Vietnam or a foreign Bank's branch in Vietnam approved by the End user/Buyer by way of an unconditional and irrevocable bank guarantee specified in Form No. 20 Part IV - Contract Forms. All costs in respect of such guarantee shall be borne by the Supplier and the Supplier shall indemnify the End user/ Buyer from and against such costs.</p> <p>+ Warranty bond shall cover: 10% of Total price of Contract.</p> <p>+ Validity of Warranty bond: This Warranty bond shall be valid up to thirty (30) days after the expiry date of Warranty period.</p> <p>+ The return of Warranty bond: The Warranty bond will be discharged by the End User/Buyer and returned to the Contractor not later than thirty (30) days following the expiry date of Warranty period.</p>
<p><b>GCC 27.7</b> <b>(d)</b></p>	<p>In case the proposal of a cost-saving solution is approved by the Investor and helps to reduce the contract price, the Investor shall pay the Contractor 0% of the discount value contract.</p>
<p><b>GCC 29.1</b> <b>(c)</b></p>	<p>The Buyer/End-user has the right to terminate the Contract, without the Contractor's prior written consent, in case:</p> <ul style="list-style-type: none"> <li>- In case the penalty value is exceeding 8% of value of the Contract part in breach, the Buyer/End-User shall have the right to terminate the Contract.</li> <li>- The Contractor delays in delivering Supplies for more than eight (08) weeks (equivalent to 56 days) from the last shipment's delivery date specified in the contract or Contractor is unable to continue supplying equipment and the Buyer/End-user shall be entitle to withdraw the money under the bank guarantees which the Contractor has submitted to Buyer/End-user under the contract.</li> </ul>

## PART IV: CONTRACT FORMS

This Chapter includes the forms that are integral parts of the Contract upon completion. Forms of Performance Security and Bank guarantee for Advance payment shall be filled by the successful Bidder after it is awarded the Contract.

Form No. 16. Notification of bid acceptance and contract award

Form No. 17. Contract Form

Form No. 18. Performance Security

Form No. 19. Advance payment Guarantee

Form No. 20. Warranty Bond

**NOTIFICATION OF BID ACCEPTANCE AND CONTRACT AWARD**

[Location] \_\_\_\_\_,[date] \_\_\_\_\_

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 the Investor [insert name of the Investor], (herein after refer as “Investor”), on approval of the bid selection result for Bid Package No...., the Project Management Unit II informs that the Investor has accepted the Bid and awarded the contract to Bidder for the implementation of 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 the implementation perriod is ...[insert Bid package implementation time stipulated in Decision on Bid selection result]

It is request that the legally representatives of the contractor proceed with the finalization and signing of the contract with the Investor according to the following schedule:

Contract finalization time: \_\_\_\_\_[insert date of contract finalization]\_\_ at \_\_\_\_\_[ insert place of contract finalization]\_.

Estimated Contract signing time: \_\_\_\_\_ [insert date of Contract signing] at \_\_\_\_\_ [insert place of Contract signing].

Bidder is required to submit Performance Security in Form No.18 Part IV – Contract Forms of Bidding Document with the value of\_\_\_\_\_ and validity\_\_\_\_\_ [insert value and validity period as stated in SCC 5.2 of Bidding Document]

This document is an integral part of Contract Document. After receiving this letter, Bidder shall finalize, sign the contract and submit Performance bond as requested above. Should the Investor detect that current capability of Bidder did not satisfy requirements of performing Bid Package, the Investor shall refuse to finalize and sign Contract with Bidder.

If, by date \_\_\_ month \_\_\_ year \_\_\_, should Bidder fails or refuse to finalize and sign Contract or fails to submit Performance Bond as required above, Bidder shall be disqualified and shall not have its bid security returned.

**On behalf of the Investor**

[insert name, title, sign and stamp]

**CONTRACT**

**Contract No. ....**

**Procurement Package: .....**

**of Project: .....**

This Contract is made and entered into this date by and between:

....., a company established under the laws of Vietnam and having its registered office at (hereinafter called “**Purchaser**” or “.....”).

**VNPT NET CORPORATION** a company incorporated in Viet Nam and having its principal/registered office at 30 Pham Hung Street, Tu Liem Ward, Hanoi, Vietnam, (hereinafter referred to as “VNPT Net” or “End-User”), represented by .....

**And the Consortium of:**

.....

And;

..... and .....are hereinafter jointly referred to as “Contractor” in which ..... is responsible for the main equipments; .....is responsible for ..... and accessories and related services; ..... is responsible for accessories and related services in accordance with Annex 6 - Responsibility Matrix.

The Purchaser, the End-User and the “Contractor” shall be collectively referred to as “Parties” and individually referred to as “Party” as the context may require.

WHEREAS the Purchaser desires to purchase and the “Contractor” desires to sell equipment and services for the package “.....” of the project: “.....”.

**NOW THE DETAILS OF THIS AGREEMENT ARE AS FOLLOWS:**

**1. Definition and interpretation**

The words set forth herein below shall have the following meanings, unless otherwise stated:

“**Purchaser**” means .....

“**Contractor**” means ....., ..... and .....as applicable.

“**End-User**” means VNPT Net Corporation.

“**Manufacturer**” means ....., ....., .....and/or other manufacturers of related Supplies.

“**Contract**” means this Contract concluded between Purchaser, End-User and Contractor and annexes in accordance with Article 30- Entire agreement as well as any Contract amendment.

“**Foreign Part**” means the Hardware, Firmware, Software, License, Services as well as other works to be performed by ..... and/or imported by Purchaser as further specified in the Annex 1- Price List and Annex 5 - Responsibility Matrix hereto and in any other part of this Contract.

“**Local Part**” means the Hardware, Firmware, Software, License, Services as well as other works to be performed by ..... and/or .....as further specified in the Annex 1 - Price List and Annex 5 - Responsibility Matrix hereto and in any other part of this Contract.

“**Total Contract Price**” shall include the Contract Price Net plus FCWT (Corporate Income Tax part) as specified in the Annex 1- Price List to this Contract.

“**Contract Price Net**” means the total price payable in full by Purchaser to Contractor under this Contract, exclusive of any interest on the retention payment, and any penalty amounts (if any). Contract Price Net does not cover any taxes, duties, levies, fees, or other expenses arising inside Vietnam at the present or in the future in connection with the execution of this Contract.

“**Contract Price of Foreign Part**” means the Contract Price Net for the Foreign Part payable in full by the Purchaser to the Contractor under the Contract.

“**Contract Price of Local Part**” means Contract Price Net for the Local Part payable in full by the Purchaser to the Contractor under the Contract.

“**Foreign Contractor Withholding Tax**” or “**FCWT**” means a tax covering the Corporate Income Tax (CIT) part and the Value Added Tax (VAT) part, in accordance with and subject to Tax Regulations under Vietnamese Law. As defined in this Contract, the FCWT shall cover only the CIT part. This CIT is specified as an extra item of the Price List and shall be withheld and paid by the Purchaser directly to Vietnamese Tax Office on behalf of ....., The VAT part, which is excluded from the FCWT of this Contract, shall be paid by the Purchaser with the Purchaser’s own budget to Vietnamese Tax Office in accordance with Vietnamese applicable laws and regulations.

“**Hardware**” or “**Spare Parts**” means all equipment and items (other than Firmware, Software” designed, developed and manufactured by Manufacturer and required to complete a system performing in accordance with the system specification.

“**Area**” means the territory of Social Republic of Vietnam.

“**Supplies**” means the common terms for all Spare Parts to be purchased, as appropriate, by Buyer/End-User from Sellers under this Contract with facilities and functions as described herein.

**“Related services”** means the services incidental to the supply of the equipment, such as insurance, initial maintenance and other such obligations of the Sellers under this Contract.

## 2. Scope of the Contract

### 2.1. Responsibilities of the Contractor:

- 2.1.1. The detailed responsibilities of ..... (Foreign Contractor) and ..... (Local Contractor) are defined in the Annex.....- Responsibilities Matrix.
- 2.1.2. The Seller shall supply the equipment and service as referred in the Annex ....- Price List on the basis of DAP to ports in Vietnam for Foreign Part supplied by ..... in accordance with the terms and conditions of INCOTERMS 2010.
- 2.1.3. The Seller shall be responsible for insurance of the shipment under Foreign Part supplied by Seller according to insurance condition ALLRISKS and WAR and SRCC with respect to transportation to the port of discharge.
- 2.1.4. The Spare Parts delivered shall be brand new, free of defects and complied with the Technical Specifications of the Contract.
- 2.1.5. The Seller shall be responsible for providing:
- 2.1.6. The Seller shall be responsible for insurance of the shipment under Foreign Part supplied by Seller according to insurance condition ALLRISKS and WAR and SRCC with respect to transportation to the port of discharge.

- All relevant documents, technical specification in English including descriptions, user’s guide, image of products, testing results issued by one organization in the “List of Competent Organizations to issue the test reports for Type Approval” issued by Ministry of Information and Communications of the S.R Vietnam to the Buyer.

- Three (03) originals Commercial Invoice signed by Seller for 100% the Price Net of the Foreign Part supplied by Seller for the Import License for the Spare Parts.

- 2.1.7. The ..... contractor shall, within 5 working days after Contract Signing Date, be responsible for providing:

- The originals of all relevant documents, technical specification in English including descriptions, user’s guide, image of products, testing results issued by one organization in the “List of Competent Organizations to issue the test reports for Type Approval” issued by Ministry of Information and Communications of the S.R Vietnam and Certificate of the quality management system certification (ISO 9001 or equivalent Certificate) of the manufacturer for Foreign Part under

this Contract in one (01) photocopy certified by manufacturer and other relevant documents conformed to the applicable laws and regulations of Vietnam Government to enable the Buyer to apply for the Type Approval for the Supplies as well as to apply for other necessary licenses. Description of Supplies in these documents shall be in conformity with detailed description of Supplies in material list of the Contract.

- Three (03) originals Commercial Invoice signed by ..... contractor for 100% the Price Net of the Foreign Part including: Hardware and Spare Part supplied by ..... contractor for the Import License for the Supplies.

The ..... contractor shall check the equipment list of the Contract and co-ordinate with the related parties to prepare all the necessary conditions to apply the type approval, import license and other necessary licenses for the Supplies in order not to affect implementation schedule of the Contract.

**2.1.8.** The Seller shall bear the Terminal Handling Charges (THC), container imbalance charge (CIC) or equipment imbalance surcharge, the lift on/lift off charges, container cleaning fees and other port/airport charges (except arising charges due to the fault of Buyer) at the airport/seaport of destination in Vietnam. The Seller shall pay directly these fees to the related third party.

The Seller shall pay storage fees which is only due to the Seller's fault arise at the sea/air-port of destination in Vietnam. The Seller shall pay these fees to the related third party.

**2.1.9.** Within one (01) working day since the Buyer's notification informs that customs declaration at the sea/airport of destination have been completed and the Spare Parts are ready for local transportation, the Seller will send their representative to the sea/airport of destination and co-ordinate with the Buyer's representative to pay directly all the fees mentioned in Articles 2.1.8 to the related third parties.

The Seller shall bear all costs accrued due to the delay of sending their representative to pay the related fees as mentioned in articles 2.1.8 at the sea/airport of destination.

**2.1.10.** At least seven (07) working days before the Foreign Seller's presentation date: (i) to the Buyer (for the Advance Payment) as defined Article 4.1.1 and (ii) to advising bank (for the letter credit payment) as defined Article 4.1.2 of the necessary documents for each payment, Foreign Seller shall provide relevant Invoices of CIT part of FCWT (which issued and signed by Foreign Seller) in three (03) originals to the Buyer.

- 2.1.11. During the installation and acceptant period, if the Buyer/End-User finds that any Supplies of System are inferior or defective, the Buyer/End-User shall notify the Seller immediately of such defects and failures and the Seller shall, without undue delay, and without any charge to the Buyer/End-User, replace and repair these supplies at Buyer's designated drop-off point (to be defined in each region) in order not to affect implementation schedule of the Contract. In case the Spare Parts should be repaired and/or replaced, within seven (07) days from date of notification, the Seller shall inform the Buyer of the estimated period for repair/replacement. Period for repair/replacement shall not be later than 02 months from the dispatch.
- 2.1.12. The Seller shall cooperate with the Buyer/End-User to sign the Certificate of Project Completion and the A-B Final Settlement for the Contract upon Buyer/End-user's request.
- 2.1.13. Foreign Seller shall provide the Buyer with a notarized Vietnamese translation of this main Contract.
- 2.1.14. The Seller shall supply standard Technical documents related to the equipment such as: Technical documents enclose, Technical Specification, drawings, flow charts, installation manuals, safe instruction.....
- 2.1.15. Within one (01) working day since the Buyer's notification informs that supplied equipment ware transported to End-User's location, the Seller will send their technician to End-user's warehouse and support the End-User in testing for the supplied equipment.
- 2.1.16. The Seller shall be responsible for obtaining and maintaining necessary permits, licenses and visas etc. that may be required for Seller's personnel to travel and stay in Vietnam in order to implement this Contract in accordance with the Vietnamese Government's Decree 152/2020-ND-CP.
- 2.1.17. The Sellers shall be responsible for providing the Power of Attorney (PoA) for Sellers' personnel who authorized to sign the concerned documents within implementation period of this Contract.

## 2.2. Responsibilities of the Buyer/End-User

- 2.2.1. The Buyer shall execute all procedures necessary for the payment stated in the Article 4 Term of Payment.
- 2.2.2. The Buyer shall be responsible for customs clearance for the Foreign Part supplied by ..... within seven (07) days from the Buyer's receipt date of of arrival notice of complete shipment issued by Vietnam transportation agent

against the correct full set of shipping documents for each shipment sent to the Buyer as defined in the Articles 8.

The Buyer shall be responsible for hand-over to the End-User in Vietnam to implement the local transportation for the Foreign part supplied by Foreign Contractor.

- 2.2.3. The Buyer/End-User shall be responsible for paying import tax, VAT and all related fees during import procedure (exclude fees as stated in the 2.1.8 above)..
- 2.2.4. The Buyer shall be responsible for obtaining type approval, import license to import the equipment as per Annex .....- Implementation Schedule.
- 2.2.5. The Buyer/End-User shall be responsible for site readiness (all sites conditions should be ready with respect of DC power requirements site preparations such as lifted floor and air-conditioner and material's availability such as feeder ladder, tower lightning support, and connector on the transmission) and the installation except the sample sites to be installed by the Seller in accordance with Annex ..... - Implementation Schedule.
- 2.2.6. The Buyer/End-User shall be responsible for local transportation of the Spare Parts from Vietnam port/airport to End-user's warehouses and to End-User's implementation site (if any).

### 2.3. Responsibilities of the Purchaser

2.3.1. The Purchaser shall execute all procedures necessary for the payment stated in the Article 4 Term of Payment.

2.3.2. The Purchaser shall be responsible for customs clearance for the Foreign part supplied by ..... within seven (07) working days from the Purchaser's receipt date of the correct full set of shipping documents as defined in the Articles 7 and the arrival notice by transport agents of each shipment. The Purchaser shall be responsible for hand-over the Foreign Part to the End-user at the destination port/airport in Vietnam, so that the End-user will implement the local transportation for the Foreign part supplied by .....

2.3.3. The Purchaser shall be responsible for paying import tax, VAT and all related fees during import procedure (exclude fees as stated in the 2.1.9 above).

2.3.4. The Purchaser/End-user shall be responsible for site readiness (all sites conditions should be ready with respect of DC power requirements site preparations such as lifted floor and air-conditioner and material's availability such as feeder ladder, tower lightning support, and connector on the transmission) and the installation except the sample sites to be installed by the Contractor in accordance with Annex .. - Implementation Schedule.

**2.3.5.** In case of failure or delay of the Purchaser/End-User to fulfill these above obligations, the Implementation Schedule shall be extended accordingly. In case site readiness is delayed more than three (03) months in comparison with the originally contractual date, the Parties shall discuss to find out a solution for the case.

**2.3.6.** The Purchaser shall be responsible for obtaining type approval, import license to import the equipment as per Annex.- Implementation Schedule.

### **3. Total Contract Price**

**3.1.** The Total Contract Price shall be fixed on basis DAP Vietnam seaport/airport for Foreign Part supplied by Foreign Contractor in accordance with the terms and conditions of INCOTERMS 2010.

**3.2.** The Total Contract Price including (i) Contract Price Net (ii) Corporate Income Tax portion of the Foreign Contractor Withholding Tax excluding Value Added Tax of the Foreign Contractor Withholding Tax, (iii) Value Added Tax of Local part supplied by Local contractor.

**3.2.1.** The Total Contract Price of the Contract is **USD .....** and/or **VND .....** (in words: United States Dollars ..... and/or Cents ..... and Vietnamese Dong ....)

The Total Contract Price of the Contract consists of:

- Total Contract Price for Foreign Part supplied by Foreign Contractor amount to: USD..... of which:

+ The Contract Price Net for Foreign Part amounts to: USD ....

+ The Corporate Income Tax portion (CIT) of Foreign Contractor Withholding Tax of the Foreign Part amounts to: USD .....

- The Total Contract Price for Local Part supplied by Local Seller amounts to:

**VND .....** of which:

+ Total Contract Price Net for Local Part amounts to: **VND .....**

+ VAT amount to: **VND .....**

\* Value Added Tax (VAT) shall be added on the VAT Invoices for Local Part supplied by Local Seller.

\* The current Value Added Tax (VAT) of Local Part is ten percent (10%) in accordance with the laws and regulations of Vietnam.

**3.2.2.** The unit price specified in Annex 1- Price List shall be fixed and valid during the whole implementation of the Contract

#### **3.2.3. The Contract Price Net includes:**

**Price Net of Foreign part supplied by Foreign Seller** consists of The Price Net of the Hardware (including the freight and insurance).

**Price Net of Local Part supplied by Local Seller** consists of The Price Net of Services:-

The CIT amount of Foreign Contractor Withholding Tax which will be calculated according to circular 103/2014/TT-BTC dated 6<sup>th</sup> August 2014. This amount of Tax shall be withheld by the Buyer to pay to Tax authorization in Vietnam and consists of (i) Corporate Income Tax (CIT) imposed on the Hardware and (ii) Corporate Income Tax (CIT) imposed on Software (SW) & Software Right To Use (RTU) (if any).

**4. Terms of payment:**

Refer to GCC 14 of General Conditions of Contract and SCC 14.2 Specific Conditions of Contract

**5. Effectiveness of the Contract**

Contract shall only come into force on the date when all the following conditions have been fulfilled:

- a) Contract signed by all parties
- b) The Contractor submission of Performance Security to the End-User

**6. Shipment:**

Refer to Article 9.1- SCC 9 of Specific Conditions of Contract

**7. Shipping documents, packing and marking:**

Refer to Article 9.2- SCC 9 of Specific Conditions of Contract

**8. Factory Inspection of Foreign Part supplied by .....**

Refer to GCC 21 of General Conditions of Contract and SCC 21.1 of Specific Conditions of Contract

**9. Equipment hand-over, Delivery Acceptance Certificate (DAC), Technical Test Acceptance Certificate and Final Acceptance Certificate (FAC):**

Refer to Article 2-4- SCC 21.1 of Specific Conditions of Contract

**10. Warranty:**

Refer to SCC 23.3, 23.5, 23.6 of Specific Conditions of Contract

**11. Performance Security, Advance Payment Guarantee, Warranty Bond:**

....., ..... and .....shall each lodge the Performance Security, Advance Payment Guarantee and Warranty Bond of their own portion of the project, in favor of VNPT Net Corporation.

Advance Payment Guarante:

+ Time of submit: ....., ..... and .....shall submit to Purchaser the Advance Payment Guarantee no later than fifteen (15) days after the issuance date of Contract.

+ Form of Advance Payment Guarantee: The Advance Payment Guarantee shall be issued by a well-known bank in Vietnam or a foreign Bank's branch in Vietnam approved by the End-user/Purchaser issued in Vietnamese and English language by way of an unconditional and irrevocable bank guarantee in a form acceptable to the End user/Purchaser. In case the Advance Payment Guarantee submitted to the Purchaser/End-user expires and the Delivery Acceptance Certificate has not duly signed by Parties, the Contractor has obligation to extend the Advance Payment Guarantee by suitable period of time. All costs in respect of such guarantee shall be borne by the Contractor and the Contractor shall indemnify the End user/Purchaser from and against such costs.

+ Advance Payment Guarantee shall cover 10% of Price Net.

+ Validity of Advance Payment Guarantee: This Advance Payment Guarantee shall be valid up to thirty (30) days after the date of Delivery Acceptance Certificate (DAC).

#### Performance Security:

+ Form of Performance Security: The Performance Security shall be issued by a well-known bank in Vietnam or a foreign Bank's branch in Vietnam approved by the End user/Buyer by way of an unconditional and irrevocable bank guarantee in a form acceptable to the End user/Buyer, using the Form 18 of Part IV - Contract Forms). All costs in respect of such guarantee shall be borne by the Supplier and the Supplier shall indemnify the End user/Buyer from and against such costs.

+ The amount of the Performance Security: 10% of the Total Contract Price.

+ Effectiveness of Performance Security: This Performance Security shall indicate Investor as beneficiary and shall take effect from the issued date of the Performance Security and valid up to thirty (30) days after the date of the last Final Acceptance Certificate (FAC) of the Contract.

#### Warranty Bond:

+ Time of submit: Supplier shall submit the Warranty Bond to Buyer before the date of Final Acceptance Certificate.

+ Form of Warranty bond: The Warranty bond shall be issued by a well-known bank in Vietnam or a foreign Bank's branch in Vietnam approved by the End user/Buyer by way of an unconditional and irrevocable bank guarantee specified in Form No. 20 Part IV - Contract Forms. All costs in respect of such guarantee shall be borne by the Supplier and the Supplier shall indemnify the End user/ Buyer from and against such costs.

+ Warranty bond shall cover: 10% of Total price of Contract.

+ Validity of Warranty bond: This Warranty bond shall be valid up to thirty (30) days after the expiry date of Warranty period.

+ The return of Warranty bond: The Warranty bond will be discharged by the End User/Buyer and returned to the Contractor not later than thirty (30) days following the

expiry date of Warranty period.

**12. Delay**

Refer to SCC 22 of Specific Conditions of Contract

**13. Termination of the Contract**

**13.1.** Neither the Contractor or the Purchaser shall terminate or suspend performance, in whole or in part, without the other party's prior written consent, provided that the terminating party should grant the other party a reasonable period of sixty (60) days to rectify the discrepancies that bring to the non-performance of this Contract, before the terminating party may terminate the whole or any part of this Contract. And if after this period the defaulting party still fails to perform substantially its obligations, the terminating party may terminate this Contract by serving written notice to the other party.

**13.2.** Upon termination due to the Contractor's fault, the Purchaser is entitled to draw certain amount to recover its damages but not exceeding the total Contract value. The Purchaser shall return the Supplies, which fails to meet specifications agreed upon and identified for such Supplies as per Annex 1- Price List to the Contractor without compensation for those expenses incurred by the Contractor in the provision of said Supplies. The Contractor shall reimburse the Purchaser all money received from the Purchaser for the returned Supplies at the time of termination. Transportation costs and other costs for returning the Supplies shall be borne by the Contractor.

**13.3.** Upon termination due to the Purchaser's fault, the parties hereto shall agree upon and certify the portion of the Work which has at the date of termination been performed by the Contractor under this Contract. The Contractor shall be entitled to receive payment from the Purchaser for this part of the work executed.

**13.4.** Any party may terminate this Contract immediately by written notice to the other party if any party becomes insolvent, makes a general assignment for the benefit of its creditors, suffers or permits the appointment of a receiver over its business or assets, becomes subject to any proceedings under any bankruptcy or insolvency law whether domestic or foreign, either voluntarily or otherwise.

**13.5.** Either party shall not be in default if any failure to perform its obligations accordance with this Contract arises out of Force Majeure as per Article 20 below.

**13.6.** On termination of this Contract any other parts of this Contract that, by their nature, are intended to survive termination will do so.

**13.7.** The Purchaser/End-user has the right to terminate the Contract, without the Contractor's prior written consent, in case:

- In case the penalty value is exceeding 8% of value of the contract part damaged, the Purchaser/End-user shall have the right to terminate the Contract.

- The Contractor delays in delivering Supplies for more than eight (08) weeks (equivalent to 56 days) from the last shipment's delivery date specified in the contract

or Contractor is unable to continue supplying equipment and the Purchaser/End-user shall be entitled to withdraw the money under the bank guarantees which the Contractor has submitted to Purchaser/End-user under the contract.

**14. Deduction from the Contractor's Money**

The Purchaser may claim all direct losses, costs, charges and expenses which the Purchaser shall have incurred by reason of any faults or mistakes of the Contractor during the performance of the Contract together with any liquidated damages sum payable to the Purchaser under the Contract by serving 14 days advanced written notice to the Contractor. If the Contractor fails to pay such liquidated damages within such stipulated period, the Purchase may deduct from payments that are due to the Contractor.

**15. Force Majeure**

**15.1.** Neither Party shall be liable for any delay or failure to perform any of its obligations pursuant to this Contract, wholly or in part, directly or indirectly, if such delay or failure is due to Force Majeure.

**15.2.** In this Contract, "Force Majeure" means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable. Such events may include wars or disturbances, strikes, fires, floods, epidemics, quarantine restrictions, etc.

**15.3.** Upon the force majeure, the Contractor shall timely notice in writing to the Purchaser of the event and reason. At the same time, the Contractor shall send the Purchaser the confirmation of the happening issued by a competent body or Chamber of Commerce at the local of the event. Except otherwise written stated by the Purchaser, the Contractor shall continue to exercise its obligations under the Contract and shall take all measures to carry out the unaffected items.

**16. Limitation of Liability**

**16.1.** Notwithstanding any other provision in this Contract, and irrespective of any fault, negligence or gross negligence of any kind, in no event shall either party or any of its directors, officers, employees or agents be liable to the other party for any consequential, incidental, indirect, reliance or special (including punitive) damages, including, but not limited to, loss of profit or revenues, loss of goodwill or reputation, loss of data or information, loss of interest, downtime loss, cost of interrupted operation of the Network.

**16.2.** Notwithstanding any other provision in this Contract, the total liability of the Contractor on any claim, whether in contract, tort (including negligence), infringement of intellectual property rights, or otherwise, arising out of, connected with, or resulting from the manufacture, sale, license, delivery, repair, replacement or use of any supplies shall not exceed one hundred percent (100%) of the Total Contract Price.

**16.3.** ....., ..... and .....shall be liable for their own portion of the project.

**17. Variation of this Contract**

No modification, amendment or other change may be made to this Contract or any part thereof unless reduced to writing and executed by authorized representatives of both Parties.

Any variation and/or amendment to this Contract shall be valid and become an integral part of this Contract only after it is duly signed by authorised representatives of all Parties.

**18. Taxes, Levies and Fees**

**18.1.** All taxes, duties and customs fees and other expenses outside S.R. Vietnam in connection with the execution of this Contract shall be borne by the Contractor, and all taxes, duties and customs fees inside S.R. Vietnam shall be borne and paid by Purchaser, unless otherwise stipulated.

As per DAP INCOTERMS, prices for Foreign part supplied by ..... are exclusive of customs duties, fees, sales tax, and any other taxes and costs due at the time of importation in Vietnam. The Purchaser shall perform the customs clearance and pay the customs duties in addition to the prices.

**18.2.** The Value Added Tax (VAT) invoiced by the ..... and .....in accordance with the applicable laws and regulations of Vietnam shall be paid in addition to the prices by the Purchaser to ..... and .....accordingly.

**18.3.** The Value Added Tax (VAT) part of the Foreign Contractor Withholding Tax (FCWT) imposed on ..... in accordance with the applicable laws and regulations of Vietnam is not included in the Contract Price specified in the Annex 1 – Price List. Consequently, the Purchaser shall pay the VAT part of the FCWT in addition to the Contract Price and on .....’s behalf to Vietnamese Tax Authorities.

**18.4.** The Corporate Income Tax (CIT) part included in the FCWT and imposed on ..... shall apply within the limit of the applicable laws, tax treaties in force and regulations of Vietnam as specified in the Annex 1 – Price List. The Purchaser shall then pay this amount on .....’s behalf to the Vietnamese Tax Authorities and provide one (01) copy of (i) Corporate Income Tax declaration and (ii) Corporate Income Tax Payment Receipt within thirty (30) days from the date of the tax payment to ..... within thirty (30) days from the date of the tax payment. .... will issue a separated invoice to the Purchaser for the amount of CIT value of the FCWT. This amount of CIT value of the FCWT and the corresponding invoice from ..... to the Purchaser will be adjusted due to the changes in tax laws (if any).

**18.5.** The income tax for Contractor's personnel shall be borne by Contractor whether imposed inside or outside Vietnam.

**19. Intellectual Property Rights**

**19.1.** If a third party rightfully raises claims due to infringement of intellectual property right which is effective in Vietnam in connection with the Supplies, the Contractor will at its discretion and costs, and excluding further liability, either:

- a) Get a license from the third party which owns a duly effective intellectual property right infringed by the Supplies,
- b) Or substitute these parts for other non-infringing parts,
- c) Or take back the Supplies concerned against the reimbursement of all relating fee.

Claims shall be deemed rightful only if they are acknowledged by the Contractor or finally so adjudicated by a court or competent jurisdiction.

**19.2.** The obligation set forth in Article 19.1. above is conditional upon:

a) The Purchaser giving the Contractor notice in writing without undue delay of any claim being made against the Purchaser or action threatened to be brought against the Purchaser or the Contractor and the Purchaser has not made any admission with respect to the infringement of third party intellectual property rights which might be prejudicial to the defense against such claim or action;

b) The Purchaser permitting the Contractor at its own expense to have full authority and conduct any ensuing litigation and all negotiations for settlement of the claim; and

c) The Contractor being informed of all circumstances which may be of relevance in the legal action and the Purchaser providing all the necessary assistance and refraining from taking any steps in any legal action which may prejudice the rights of the Contractor.

The Contractor shall not be liable for any settlements entered into and/or any expense or cost incurred by the Purchaser without the prior written approval of the Contractor.

In the event the Contractor fails to act against such claims or actions, the Purchaser shall have the right to take appropriate legal action and reasonable expenses incurred therein shall be refunded by the Contractor.

**19.3.** The Parties hereto agree that Article 19.1 above shall constitute the entire liability of the Contractor and shall be the Purchaser's sole and absolute remedy for any intellectual property infringement.

**19.4.** The indemnity shall not apply to any claim based on any of the following:

- a) Contractor's compliance with the Purchaser's design or design instructions, or
- b) use of the Equipment or Software in a manner, or for a purpose, which was not foreseeable, or
- c) the assembly, function or use of the Equipment or Software in combination with any goods or software not supplied by Contractor, or

d) the modification of the Equipment or Software by the Purchaser or by any third party.

**19.5.** The Parties hereto agree that the Purchaser shall lose its warranty rights, if it attempts to rectify defects or malfunctions on its own accord during the Warranty Period. In any case, such attempts do not constitute any proprietary rights of the Purchaser in the Equipment.

**19.6.** The Purchaser shall not, without the Contractor's prior written permission, delete, conceal or change or alter any of the Contractor or its subsidiary or affiliate companies' trade name, trademark, trade device, service mark, symbol, code or specification or any abbreviation, contraction or simulation thereof.

**19.7.** In respect to the Supplies containing Software acquired under this Contract, the End-user is hereby granted a perpetual, non-exclusive and non-transferable license to use the Software for the purposes of operating the End-user's network in Vietnam. The End-user is granted no title or ownership rights or interests in the Software, where such title, rights and/or interest in the Software shall remain with the Contractor or Contractor's Contractor at all times. The End-user further agrees with the Contractor that it shall not himself (or through any holding, subsidiary or associated company, agent or third party) modify, vary, enhance, copy, reproduce, adapt, disassemble, decompile, reassemble, translate, sub-lease, license, or otherwise deal with the Software and any part thereof. The documents may only be copied for recording or operational purposes or for purposes expressly permitted by the Contractor in writing. Any and all such copies shall contain the same proprietary and confidential notices and legends which appear on the original documentation. The license does not extend any rights to End-user in respect of the source code of the Software.

**19.8.** The Purchaser acknowledges and agrees that the proprietary rights or interest or other intellectual property rights in the Supplies under this Contract shall remain with the Contractor. The Purchaser also acknowledges that the validity and ownership of the Contractor's copyright in all the materials or spare parts supplied by the Contractor to the Purchaser in connection with the Supplies under this Contract and all the right in its logos, emblems shall remain the property of the Contractor. The Purchaser undertakes not to procure, cause the registration or attempt to register the Contractor's patent, industrial design in its own name and also not to claim any rights or interests whatsoever in the Contractor's copyright.

**19.9.** Subject to the approval of the authorized person of Vietnam Post and Telecommunication Group, End-user consents, in written form, to grant to Contractor (upon request of the Contractor, such consent not to be unreasonably withheld) either remote access or periodical physical access (including, but not limited to, installation of appropriate Software Monitoring Client into End-user's Network Management System) for the purpose of verifying product usage, activation compliance and invoicing of Software usage in accordance with agreed prices. Contractor shall own the copyright to

the raw data that it has collected in such network via remote or physical access to such Network Elements (or System Elements) (“Data”) and any and all aggregations and/or compilations of such Data into reports and/or any other documents and materials created by Contractor (“Report”). Contractor shall allow End-user to have access rights to a reasonable amount of copies of the Report containing Data directly relating to its Software usage for the purposes of checking invoicing and payments. End-user shall obtain prior written consent from the Contractor for access to all other Data and Reports.

## **20. Arbitration**

**20.1.** Any disputes or discrepancies which may arise out of this Contract shall be settled smoothly, amicably, based on mutual benefit and understanding.

**20.2.** If an attempt at settlement has failed, all disputes arising out of or in relation to this contract shall be finally settled by the Vietnam International Arbitration Centre at the Vietnam Chamber of Commerce and Industry in accordance with its Arbitration Rules.

**20.3.** The place of arbitration shall be carried out in Country of Vietnam.

**20.4.** The arbitrary award shall be substantiated in writing. The decision of the arbitration shall be final and binding for both parties.

**20.5.** All expenses in connection with the arbitration shall be borne by the losing party.

**20.6.** The language for the arbitration shall be English or Vietnamese.

## **21. Law Governing the Contract**

The Governing Law and Jurisdiction of the Contract shall be the law of S.R.Vietnam.

## **22. Confidential relationship**

**22.1.** Confidential Information shall mean all information, data, know-how, whether it is technical in nature or not, which is disclosed to the other Party, and which is related to research, technology, design, equipment and business activities or strategies of the proprietor, which is either marked or stated to be confidential, or is by its nature and/or its name reasonably intended to be confidential.

**22.2.** The Parties hereby undertakes to keep and maintain the Confidential Information received from the other Party during the term of this Contract in strict confidence and to use it only in accordance with the purpose of fulfilling this Contract.

**22.3.** The Parties hereby agree to use all reasonable efforts to take such actions as may be necessary and appropriate to prevent the unauthorized use and the disclosure of the same, and to keep and maintain all such Confidential Information in strict confidence, including but not limited to:

- a) Ensuring that such Confidential Information is disclosed only to responsible employees of respective Parties who have a bona fide need to know such

- Confidential Information and who have been properly instructed to maintain such Confidential Information in strict confidence;
- b) Not to disclose to any third party the terms and conditions of this Contract or any Confidential Information;
  - c) Not to disclose the methods of the manufacture and/or sale of the equipment information including the marketing plans or strategies; and
  - d) To safeguard all documents and/or information against theft, damage, loss or access by unauthorized persons.

**22.4.** Neither Party shall use the name of the other Party or the name of any of its Affiliates in any promotional material or make any publicity release regarding this Contract without prior written permission of the other Party.

**22.5.** The Parties hereto agree that the Confidential Information disclosed to the other Party has been developed and acquired by the disclosing Party over many years at great costs and expense.

**22.6.** The Parties agree that in the event of any violation of the duty of confidentiality and such violation constitutes a fundamental breach of this Contract and shall result in grave and serious injury and damage to the other Party that no monetary damages can compensate such injury and damage.

**22.7.** The Parties agree that money damages are not a sufficient remedy for any breach of this Contract by the receiving Party and that the disclosing Party shall be entitled to specific performance or injunctive relief as a remedy for any breach or threatened breach thereof, in addition to any other remedies available at law or in equity.

**22.8.** The Parties agree that, notwithstanding the termination of this Contract for any reason whatsoever, the provisions in relation to the Confidential Information shall survive this Contract and shall be continuing obligations for a period of five (5) years from the date hereof.

**22.9.** The Parties' duty of confidentiality herein shall not apply, however, to any part of the Confidential Information which:

- a) was already obtained in good faith by the receiving Party prior to the receipt thereof;
- b) was already in the public domain or became so through no fault of the receiving Party;
- c) was acquired by the receiving Party from a third party having the absolute right to convey the Confidential Information to the receiving Party without violating any duty of confidentiality;
- d) is independently developed by the receiving Party;
- e) is approved for the release of disclosure by prior written authorization by the owner of the Confidential Information; and
- f) is required to comply with or fulfill governmental requirements, submissions to governmental bodies, or securing of regulatory approvals.

**22.10.** Notwithstanding the above, Contractor may use or transfer any network data provided by the Purchaser upon request of the Contractor for such purposes in connection with the proper execution of this Contract and scope of work therein. Contractor may transfer any such personal data to Contractor's affiliates that are located overseas where such transfer is required for Contractor to perform its obligations under the Contract. Contractor confirms that transfer of data will only take place if need be.

**23. No Assignment**

Either party shall not directly or indirectly transfer or assign wholly or partly of the Contract without the prior written approval of the other party while such approval shall not be unreasonably withheld.

**24. Language and Measurement System**

**24.1.** All correspondence between two parties hereto including notices, request, consents, offers or demands shall be made in English or Vietnamese. All drawings, specifications, reports and other documents shall be also prepared in English or Vietnamese.

**24.2.** All documents made hereunder shall adopt the metric system and days shall be calendar days, unless otherwise stated.

**25. Entire Agreement**

The following documents shall constitute the Contract between the Purchaser and the Contractor, and each shall be read and construed as an integral part of the Contract:

**25.1.** This Contract Agreement;

**25.2.** Attached Annexes:

*Annex 1 - Price List*

*Annex 2 - Statement of Compliance for Scope of Supply and Technical Requirements*

*Annex 3 - Implementation Schedule*

*Annex 4 - Responsibility Matrix*

*Annex 5 - Services documents*

**25.3.** Bid, Bidding documents and correspondences during tender process, clarifying bid documents.

**25.4.** Minutes of Contract Negotiation (if any), Minutes of Contract Finalization;

**25.5.** Letter of Acceptance of Bid and Contract Award;

**25.6.** Other Documents (if any);

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

**26. Status of Both Parties**

**26.1.** The relationship between the Purchaser and the Contractor is intended to be and shall be that of a Purchaser and Contractor. The Purchaser or its employees or agents and/or representatives shall under no circumstances be considered as agents, partners, joint ventures or representatives of the Contractor.

**26.2.** The Purchaser or its employee or agents or representatives shall not act or attempt to act, or represent himself, directly or by implication, as agent, joint venture, partner or representative of the Contractor, or in any manner assume or attempt to assume or create any obligation or liability of any kind, nature or sort, express or implied, on behalf of or in the name of the Contractor.

**27. Waiver**

No delay on the part of either Party in exercising any of its right hereunder or failure to exercise the same, nor the acquiescence or knowledge thereto shall operate as a release or waiver except in the specific instance for which is expressly given. None of the terms, conditions or provisions of this Contract shall be held to have been changed, waived, varied, modified or altered by any act or knowledge of either party, their respective agents, servants or employees.

**28. Severability**

In the event any one or more of the provisions of this Contract is held to be void or unenforceable or illegal under the applicable law, such voidances or unenforceability or illegality shall not affect any other provision of this Contract.

This Contract is made in eight (08) originals to be signed by below representatives. The Purchaser keeps two (02) originals, the End-user keeps two (02) originals, ..... keeps one (01) original, ..... keeps one (01) original, .....keeps two (02) originals.

**IN WITNESS WHEREOF**, this Contract has been duly signed by the Parties hereto, on the day written above

**PURCHASER:** .....

Authorized signatory:

Name:

Title:

**END-USER: VNPT NET CORPORATION**

Authorized signatory:

Name:

Title:

**CONTRACTOR consist of:**

Authorized signatory:

Name:

Title:

Authorized signatory:

Name:

Title:

Authorized signatory:

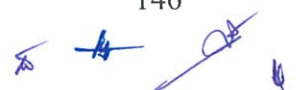
Name:

Title:

Authorized signatory:

Name:

Title:



**PERFORMANCE SECURITY <sup>(1)</sup>**

\_\_\_\_, day \_\_\_\_ month \_\_\_\_ year \_\_\_\_

To: \_\_\_\_ [*name of Beneficiary*]

(Hereinafter called the Beneficiary)

At the request of the \_\_\_\_ [*name of Contractor*] (hereinafter called the Contractor) who is the successful Bidder of the Procurement Package \_\_\_\_ [*insert name of the Procurement Package*] and is committed to signing a contract to supply goods for the above Procurement Package (hereinafter called the Contract); <sup>(2)</sup>

As stipulated in the Bidding Document (or Contract), the Contractor shall submit to the Beneficiary a bank guarantee with a specified amount to ensure their obligations and responsibilities in the implementation of the contract;

We, \_\_\_\_ [*name of bank*] at \_\_\_\_ [*name of country or territory*] with its registered office at \_\_\_\_ [*address of bank* <sup>(3)</sup>] (hereinafter called “the Bank”), undertake to guarantee for the implementation of the contract by the Contractor in the amount of \_\_\_\_ [*insert the corresponding value in number and words and the currency used as specified in Clause 5.2 SCC of the Bidding Document*]. We commit to paying unconditionally, irrevocably to the Beneficiary any money in the limit of \_\_\_\_ [*Insert the amount of security*] as described above, upon written notification of Beneficiary to the extent that the Contractor breaches the Contract during the valid period of Contract Performance Security.

This Security is effective from the date of issue until the end of the day \_\_\_\_ month \_\_\_\_ year \_\_\_\_ <sup>(4)</sup>.

**The legal representative of the bank***[name and title, sign and stamp]*

Note:

(1) Only applicable in the case of guarantee for the implementation of the contract is a letter of security from a bank or financial organization.

(2) If the bank requires to have signed contract for granting the security, the Investor shall report to Beneficiary for consideration and decision. In this case, the above paragraph may be revised as follows:

“At the request of the \_\_\_\_ [*name of Contractor*] (hereinafter called the Contractor) who was the successful Bidder of the Procurement Package \_\_\_\_ [*insert name of the Procurement Package*] and has signed the Contract No. \_\_\_\_ [*insert the Contact Number*] dated \_\_\_\_ (hereinafter called the Contract).”

(3) Bank address: specify the address, telephone number, fax number, e-mail address to contact.

(4) Insert period consistent with requirements specified in Clause 5.2 SCC.

**ADVANCE PAYMENT GUARANTEE <sup>(1)</sup>**

\_\_\_\_, day \_\_\_\_ month \_\_\_\_ year \_\_\_\_

To: \_\_\_\_ [*insert name of Beneficiary*]

(Hereinafter called the Beneficiary)

[*Insert name and number of the contract*]

According to the term of the advance payment referred in the specific conditions of the contract, \_\_\_\_ [*Insert name and address of the contractor*] (Hereinafter called "the Contractor") shall submit a guarantee letter of a bank to the Beneficiary to ensure that the Contractor will use properly the advance \_\_\_\_ [*Specify the value in number and words, and the currency used*] for the execution of the contract;

We, \_\_\_\_ [*name of Bank*] in \_\_\_\_ [*name of country or territory*] has its registered office at \_\_\_\_ [*Insert address of the bank <sup>(2)</sup>*] (Hereinafter called "the Bank"), at the request of the Beneficiary, hereby unconditionally, irrevocably and with no Contractor's preview undertake to pay you an amount not exceeding \_\_\_\_ [*Specify the value in number and words, and the currency used as specified in Clause 13.1 SCC of the BD*].

In addition, we undertake that any changes, supplements or adjustment of the conditions of the Contract or of any documents relating to the Contract which signed between the Contractor and the Beneficiary will not alter any obligations of us under this guarantee.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor via the installments of payment stipulated in Article 5 of the Contract as indicated in confirmation letter of Beneficiary which shall be presented to us.

This guarantee is effective from the date when the Contractor receives the advance payment under this contract to day \_\_\_\_ month \_\_\_\_ year \_\_\_\_ <sup>(3)</sup> or when the Beneficiary recovers the total amount of the advance, whichever comes earlier.

**The legal representative of the bank**[*name and title, sign and stamp*]

Note:

(1) Pursuant to the specific conditions of the procurement package that provisions consistent with requirements specified in Clause 13.1 SCC.

(2) Bank address: specify the address, telephone number, fax number, e-mail address to contact.

WARRANTY BOND <sup>(1)</sup>

\_\_\_\_, day \_\_\_\_ month \_\_\_\_ Year \_\_\_\_

To: \_\_\_\_ [*insert name of Beneficiary*]

(Hereinafter called the Beneficiary)

[*Insert name and number of the contract*]

Guarantor:

We are informed that you have entered into a contract No..... ( Hereinafter referred to as the “ Contract”) with the Joint Venture includes ..... having its registered address at ..... (Hereinafter referred to as “Foreign contractor”) and ..... having its representative address at ..... (Hereinafter referred to as the “Local contractor”) for Project: “..... ” and under the contract ,the Foreign contractor has to provide you with the warranty Bond.

At the request of the Foreign contractor, We, ....., having registered address at ..... issue this warranty bond for USD ..... (In word : .....), in your favor to guarantee the Foreign contractor’s warranty obligations under the contract as agreed.

We hereby unconditionally and irrevocably undertake to pay you any sum(s) in the aggregate not exceeding USD ..... ( In word : ..... ) upon our receipt of the Beneficiary original written demand stating that the Foreign contractor has failed to fulfill this warranty obligations under the contract as agreed, the guarantee REF. number and the amount the Beneficiary request the bank to pay, accompanied by the original bond and its related amendment(s) (if any ).

The beneficiary of Performance Security:

Name of the Bank:

Account number:

Any demand under this bond shall be made by letter, duly signed and sealed by authorized representative of the Beneficiary.

This security is effective since the date of issue and shall expire at the earliest of the following ( hereinafter called the “Expiry”):

- (i) The end of ..... or,
- (ii) When the bank have completed payment obligations under this bond.

*Handwritten signatures and initials in blue ink.*

Demand documents under this bond must be sent to and received by us in our working hours and before the expiry ----- Viet Nam.

After the expiry, this bond shall automatically become null and void whether or not the original bond and its related amendments (if any) are returned to us for cancelation.

This security is issued in one (01) sole original and it not transferable or assignable.

This Security is governed by and construed in accordance with the Vietnamese Laws.

The legal representative of the bank  
*[name and title, sign and stamp]*