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Part 1. BIDDING PROCEDURE

Chapter I. INSTRUCTIONS TO BIDDER

1. Scope of the tender package	<p>1.1. The procuring entity specified in the (Electronic Bid Data List is responsible for issuing this set of bidding documents to select a contractor to carry out the procurement of goods using a one-stage, one-envelope method.</p> <p>1.2. The name of the bidding package/project; the quantity and number of parts of the bidding package (in case the bidding package is divided into several independent parts) are specified in the (Electronic Bid Data List</p>
2. Funding	The source of funding (or method of financing) for the tender package is specified in the Electronic Bid Data List
3. Prohibited behaviors	<p>3.1. Giving, receiving, or brokering bribes.</p> <p>3.2. Abusing one's position or authority to illegally interfere with bidding activities.</p> <p>3.3. Collusion in bidding, including the following acts:</p> <ul style="list-style-type: none">a) Agreeing to withdraw from bidding or withdrawing previously submitted bids so that one or more parties participating in the agreement win the bid;b) Agreeing for one or more parties to prepare bid documents for other bidding parties so that one party wins the bid;c) Agreeing to refuse to supply goods, not sign subcontracting agreements, or other forms of creating difficulties for parties not participating in the agreement. <p>3.4. Fraud, including the following acts:</p> <ul style="list-style-type: none">a) Intentionally misrepresenting or falsifying information, records, or documents of a party in a bidding process to obtain financial or other benefits or to evade any obligation;b) Individuals directly evaluating bids and assessing contractor selection results intentionally report false information or provide untruthful information that distorts the contractor selection results;c) Contractors intentionally provide untruthful information in their bids, leading to the distortion of contractor selection results. <p>3.5. Obstruction, including the following acts:</p> <ul style="list-style-type: none">a) Destroying, deceiving, altering, concealing evidence or making false reports; threatening, harassing, or suggesting to any party to prevent the clarification of acts of giving, receiving, brokering bribes, fraud, or collusion with competent authorities for supervision, inspection, investigation, and auditing;b) Acts of obstruction against contractors or competent authorities for supervision, inspection, investigation, and auditing. <p>3.6. Failure to ensure fairness and transparency includes the following acts:</p> <ul style="list-style-type: none">a) Participating in bidding as a contractor for a tender package where they are the procuring entity, the investor, or performing tasks of the procuring entity or the investor;b) Being an individual belonging to the Bidding Party or the Investor but directly participating in the contractor selection process or participating in the expert team or the team evaluating the results of the contractor selection, or being the head of the Investor or the Bidding Party for bidding packages where the bidder's biological parents, parents-in-law, spouse, biological children, adopted children, daughter-in-law, son-in-law, or siblings are listed as bidders, or being the legal representative of the bidding contractor;c) Bidding for a goods procurement package for which the bidder previously provided consulting services;d) Bidding for a project where the Investor or the Bidding Party is the agency or organization where the bidder worked within the past 12 months from the date of leaving that agency or organization;

	<p>e) Specifying requirements regarding brand and origin of goods in the bidding documents; for intra-bloc bidding, the regulations on the origin of goods shall follow the guidance in Section 15 of the Bidding Documents.</p> <p>3.7. Disclosure and receipt of the following documents and information regarding the contractor selection process, except as stipulated in point b, clause 7, Article 73; clause 12, Article 74; point i, clause 1, Article 75; clause 7, Article 76; clause 7, Article 78; and point d, clause 2, Article 92 of the Law on Bidding:</p> <p>a) Content of the bidding documents before issuance as prescribed;</p> <p>b) Content of bids, handbooks, minutes of bid evaluation meetings, comments and assessments on each bid before the public announcement of the contractor selection results;</p> <p>c) Content of requests for clarification of bids by the procuring entity and responses from bidders during the bid evaluation process before the public announcement of the contractor selection results;</p> <p>d) Reports of the procuring entity, reports of the expert team, appraisal reports, reports of the consulting contractor, and reports of relevant specialized agencies during the contractor selection process before the public announcement of the contractor selection results;</p> <p>d) Results of contractor selection before being publicly announced as prescribed;</p> <p>e) Other documents in the contractor selection process that are stamped confidential as prescribed by law.</p> <p>3.8. Contract transfer, including the following acts:</p> <p>a) The contractor transfers to another contractor a portion of the work under the contract package with a value of 10% or more, or less than 10% but exceeding VND 50 billion (after deducting the work under the responsibility of the subcontractor) based on the signed contract price;</p> <p>b) The investor or supervisory consultant approves the contractor's transfer of work under the contractor's responsibility, excluding the work under the responsibility of the subcontractor as declared in the contract.</p>
<p>4. Eligibility of the contractor</p>	<p>4.1. Possess a Decision on Establishment or a Business Registration Certificate or a Household Business Registration Certificate (for individual households) or other equivalent documents.</p> <p>4.2. Maintain independent financial accounting.</p> <p>4.3. Not currently undergoing dissolution procedures or having its Business Registration Certificate or Household Business Registration Certificate or other equivalent documents revoked; not subject to insolvency as defined by the laws of the country where the bidder was granted the Decision on Establishment or the Business Registration Certificate or Household Business Registration Certificate or other equivalent documents.</p> <p>4.4. Ensure fair competition in bidding as stipulated in the Bid Data Sheet.</p> <p>4.5. Not currently prohibited from participating in bidding in any country or territory.</p> <p>4.6. Register on the online system before the bid evaluation date. Registration is carried out according to the instructions on the online system.</p> <p>4.7. Not found guilty of serious or frequent breaches of significant obligations in one or more contracts within the last 5 years.</p> <p>4.8. Not subject to final court judgments of serious crimes or other serious violations within the 3 years prior to the bid closing date.</p> <p>4.9. No evidence of serious breaches of professional ethics within the 3 years prior to the bid closing date.</p> <p>4.10. Be a contractor established under the laws of the country or territory as stipulated in BDL 1.</p>

<p>5. Contents of the bidding documents</p>	<p>5.1. The bidding documents include Parts 1, 2, 3 and clarifications/amendments to the bidding documents as stipulated in Sections 6 and 7 of the Bidding Regulations (if any), in which:</p> <p>Part 1. Bidding Procedures:</p> <ul style="list-style-type: none"> - Chapter I. Instructions to Bidder - Chapter II. Bidding Data Sheet - Chapter III. Bid Evaluation Criteria - Chapter IV. Bid Form <p>Part 2. Scope of Supply Requirements:</p> <ul style="list-style-type: none"> - Chapter V. Scope of Supply <p>Part 3. Contract Conditions and Contract Forms:</p> <ul style="list-style-type: none"> - Chapter VI. General Conditions of Contract - Chapter VII. Specific Conditions of Contract - Chapter VIII. Contract Forms <p>The invitation to bid posted by the Contracting Authority on the Network System is not considered part of the bidding documents.</p> <p>5.2. The procuring entity shall not be responsible for the accuracy and completeness of the bidding documents, explanatory documents, clarifications to the bidding documents, pre-bid meeting minutes (if any), or amendments to the bidding documents as stipulated in Section 7 of the Bidding Regulations, if these documents are not provided by the procuring entity on the online system. Documents issued by the procuring entity on the online system will be the basis for review and evaluation.</p> <p>5.3. Bidders must study all information in the bidding documents, including amendments, clarifications to the bidding documents, and pre-bid meeting minutes (if any), to prepare their bids in accordance with the requirements of the bidding documents.</p>
<p>6. Clarify the bidding documents.</p>	<p>6.1. In case clarification of the bidding documents is needed, the bidder must submit a request for clarification to the Procuring Entity in writing or via the online system at least 5 working days before the bid closing date for the Procuring Entity to consider and process. The Procuring Entity will receive the clarification request, clarify it as requested by the bidder, and publish the clarification document on the online system at least 2 working days before the bid closing date, describing the content of the clarification request but without naming the bidder making the clarification. If the clarification leads to the need to amend the bidding documents, the Procuring Entity must amend the bidding documents in accordance with the provisions of Section 7 of the Bidding Documents.</p> <p>6.2. If necessary, the Procuring Entity will organize a pre-bidding conference to discuss any unclear points in the bidding documents as stipulated in the Bidding Documents. The Procuring Entity will publish the invitation to attend the pre-bidding conference on the online system. The content of the exchange between the procuring entity and the bidder must be recorded in minutes by the procuring entity and compiled into a document clarifying the bidding documents, which will be posted on the online system within a maximum of 2 working days from the date of the conclusion of the pre-bidding conference.</p> <p>6.3. In case the bidding documents need to be amended after the pre-bidding conference, the procuring entity will post the amended bidding documents as stipulated in Section 7 of the Bidding Documents. The minutes of the pre-bidding conference are not considered amended bidding documents.</p> <p>6.4. The bidder's failure to attend the pre-bidding conference or the lack of a confirmation of attendance is not a reason to disqualify the bidder's bid.</p>
<p>7. Amendments</p>	<p>7.1. Amendments to the bidding documents must be made before the bid closing time.</p>

to the bidding documents.	<p>7.2. The content of the amended bidding documents is considered part of the original bidding documents and must be posted on the online system in one of the following two ways:</p> <ul style="list-style-type: none"> - Decision to amend the bidding documents accompanied by the amended content; - Decision to amend the bidding documents accompanied by the amended bidding documents. The amended content must be clearly shown in the amended bidding documents. <p>7.3. The time for posting the Decision to amend the bidding documents is as stipulated in the Bid Data Sheet. If the time for posting the Decision to amend the bidding documents does not meet the requirements of this Section, the procuring entity must extend the bid closing time accordingly.</p> <p>7.4. Bidders are responsible for monitoring information on the online system to update information on amendments to the bidding documents and changes to the bid closing time (if any) as a basis for preparing their bids.</p> <p>7.5. If the contracting authority deems that the bidder needs more time to prepare their bid documents in accordance with the amended tender documents, it may extend the bid closing date as stipulated in Section 21.2 of the Tender Documents.</p>
8. Bidding cost	The bidder shall bear all costs associated with the bidding process. In no event shall the procuring entity be liable for any costs incurred by the bidder in participating in the bidding.
9. Language of the Bid Document	The bid documents, as well as all documents and materials related to the bid documents, must be written in the language specified in the Bid Data Sheet. Supporting documents in the bid documents (catalogues, etc.) may be written in other languages, accompanied by translations into the language specified in the Bid Data Sheet. In case of missing translations, the Contracting Authority may request the bidder to submit additional documents (if necessary). The bidder is responsible for any discrepancies between the original and translated versions of the documents (if any).
10. Components of the Bid Document	<p>The bid documents must include the following components:</p> <p>10.1. Bid application as stipulated in Section 11 of the Bid Document;</p> <p>10.2. Documents proving the eligibility of the bidder as stipulated in Section 19.3 of the Bid Document;</p> <p>10.3. Joint venture agreement according to Form No. 03, Chapter IV - Bid Forms (for joint venture bidders);</p> <p>10.4. Bid security as stipulated in Section 18 of the Bid Document;</p> <p>10.5. Documents proving the eligibility of the bidder as stipulated in Section 4 of the Bid Document;</p> <p>10.6. Documents proving the capacity and experience of the bidder as stipulated in Section 16 of the Bid Document;</p> <p>10.7. Technical proposal and documents proving the conformity of related goods and services as stipulated in Section 15 of the Bid Document;</p> <p>10.8. 10.8. Financial proposals and tables fully completed as required in Sections 11 and 13 of the Bidding Document;</p> <p>10.9. Proposed alternative technical solutions in the Bidding Documents as required in Section 12 of the Bidding Document (if any);</p> <p>10.10. Other contents as required in the Bidding Data Sheet.</p>
11. Tender documents and form	Contractor must prepare the bid form and corresponding tables according to the mẫu prescribed in Chapter IV - Bid Form. The form must be fully completed.
12. Proposed alternative technical solutions in	<p>12.1. If the bidding documents stipulate in the bid proposal that the bidder may propose an alternative technical solution, then that alternative technical solution will be considered.</p> <p>12.2. An alternative technical solution will only be considered if the main solution is evaluated as meeting the requirements and the bidder is ranked first. In this case, the bidder must provide all</p>

the bid document.	<p>necessary information for the procuring entity to evaluate the alternative technical solution, including: explanation, drawings, technical specifications, delivery schedule, costs, and other relevant information. The evaluation of the proposed alternative technical solution in the bid documents shall be carried out in accordance with the provisions of Section 5, Chapter III - Bid Evaluation Criteria.</p>
13. Bid price and discount	<p>13.1. The bid price stated in the bid form and in the price lists, along with any discounts, must comply with the regulations in this Section:</p> <p>a) All parts (for packages divided into multiple parts) and items must be priced separately in the bid price list;</p> <p>b) The bid price is the price stated by the bidder in the bid form, including all costs to perform the package (excluding discounts) as stipulated in Part 2 - Requirements for Scope of Supply;</p> <p>c) The bidder must submit a bid for all work described in Part 2 - Requirements for Scope of Supply and state the bid unit price and total amount for all work listed in the columns "List of Goods", "Description of Services" according to Forms No. 05(a1), 05(a2), 05(a3), 05(b1) and 05(b2) Chapter IV - Bid Forms. The bid price must include all taxes, fees, and charges (if any) applied according to the tax rates, fee levels, and charges in effect 28 days before the bid closing date and based on the delivery conditions stated in Section 13.6 of the Bidding Document.</p> <p>13.2. If the bidder proposes a price reduction, it must be proposed separately in a price reduction letter or directly in the bid submission. The price reduction letter may be submitted with the bid submission or submitted separately, but must be received by the procuring entity before the bid closing date. If the price reduction letter is submitted with the bid submission, the list of components of the bid submission must include the price reduction letter. If the price reduction letter is submitted separately, it must be enclosed in a sealed envelope clearly marked "Price Reduction Letter" (the sealing method is at the bidder's discretion) in accordance with the provisions of Sections 20.2 and 20.3 of the Bidding Documents. The price reduction letter will be kept by the procuring entity as part of the bid submission and will be opened simultaneously with the bidder's bid submission. In case of price reduction, the contractor must clearly state the content and method of the reduction for specific items listed in the "List of Goods" and "Service Description" columns. If the method of the reduction is not clearly stated, it will be understood as a uniform reduction applied proportionally to all items listed in the "List of Goods" and "Service Description" columns. If the tender package uses a fixed unit price or adjustable unit price contract, the discount value will be calculated on the bid price after deducting any contingency cost (if applicable).</p> <p>13.3. The contractor is responsible for the bid price to perform and complete the work as required in the tender documents. If the bid contains unusually low unit prices that affect the quality of the tender package, the procuring entity will request the contractor to provide a written explanation and clarification regarding the feasibility of such unusually low unit prices. If the bidder's explanation is not sufficiently clear or convincing, the procuring entity will not accept the bid price, and will consider it a discrepancy and make corrections as prescribed for incomplete bids compared to the requirements of the tender documents, as stipulated in Section 31.2 of the Tender Documents. The correction of discrepancies is solely for the purpose of comparing the bid.</p> <p>13.4. If the tender package is divided into several independent parts and allows bidding for each part as stipulated in the Tender Document, the bidder may bid on one or more parts of the tender package. The bidder must bid on all items in the part they are participating in. If the bidder proposes a price reduction, they must clearly state the method and specific value of the reduction for each part as per Section 13.2 of the Tender Document.</p> <p>13.5. The EXW, CIP 1 delivery terms and other terms shall be implemented according to the Incoterms edition of the International Chamber of Commerce as stipulated in the Tender Document.</p> <p>13.6. The bid price shall be offered in accordance with Forms No. 05, 05(a1), 05(a2), 05(a3), 05(b1) and 05(b2) in Chapter IV - Tender Form.</p>

	<p>Contractors must submit bids according to the following guidelines:</p> <p>a) For goods manufactured or processed in Vietnam, the bid price includes:</p> <ul style="list-style-type: none"> (i) EXW price (ex-factory price, factory price, warehouse price, showroom price, price for goods in stock, depending on the specific case) including taxes, fees, and charges related to the import of raw materials, parts, and components for the production or assembly of goods; (ii) VAT, excise tax, and other taxes, fees, and charges (if any) payable in the event the contractor is awarded the contract; (iii) Transportation costs, insurance, and other necessary services (including VAT) in Vietnam for transporting goods to the project site as stipulated in the Bid Data Sheet (BDS); <p>b) For goods manufactured or processed abroad and to be imported into Vietnam, the bid price includes:</p> <ul style="list-style-type: none"> (i) CIP 1 price to the location specified in the Bid Data Sheet (BDS); (ii) Costs of transportation, insurance, and other necessary services (including VAT) in Vietnam for transporting goods from the destination specified in Section 13.6(b)(i) of the Bid Document to the project site as stipulated in the Bid Document; (iii) Import duties, fees, and charges, special consumption tax (if any), and VAT. <p>c) For goods manufactured or processed abroad that have been imported and are being offered for sale in Vietnam, the bid price shall be as follows:</p> <ul style="list-style-type: none"> (i) Price of goods, including the import price of the goods plus any increases (or decreases), import duties, fees, and charges (if any) on the imported goods; (ii) Import duties, fees, and charges paid (if any) on the imported goods (in this case, supporting documents must be submitted); (iii) The price of goods, excluding taxes, fees, and charges related to import, is calculated as the difference between Section 13.6(c)(i) and Section 13.6(c)(ii) of the Bidding Document; (iv) VAT, excise tax, and other taxes, fees, and charges (if any) payable in the event the contractor is awarded the contract; (v) Transportation, insurance, and other necessary services (including VAT) in Vietnam for transporting goods to the project site as stipulated in the Bidding Document; <p>d) The contractor must bid for related services (including taxes, fees, and charges, if any) as stipulated in Form No. 05(b1) and Form No. 05(b2) Chapter IV - Bidding Forms in case the procuring entity requires related services as stipulated in Part 2 - Scope of Supply Requirements. Related services do not include transportation and other services within Vietnam for delivering goods to the project site.</p>
<p>14. Bid currency and payment currency</p>	<p>14.1. The bidding currency and the payment currency must be the same and in accordance with the BDS. A specific work item shall be bid in one currency only.</p> <p>14.2. Domestic expenses must be paid in VND; expenses outside the territory of Vietnam shall be paid in the currency as stipulated in Section 14.1 of the Bidding Documents.</p>
<p>15. Documents proving the conformity of the goods and services involved.</p>	<p>15.1. To demonstrate the conformity of the goods and services in relation to the requirements of the Tender Documents, the Contractor shall provide documentation to prove that the goods supplied by the Contractor meet the technical requirements specified in Chapter V - Scope of Supply. This documentation shall be part of the Tender Document.</p> <p>15.2. The term "goods" shall include machinery, equipment, raw materials, fuels, materials, supplies, spare parts; consumer goods and medical equipment used in medical facilities.</p> <p>15.3. The term "origin" shall be understood as the country or territory where the goods are extracted, raised, cultivated, produced, manufactured or processed in that country or territory, through a process of manufacturing, processing or assembly to form a commercially recognized product that differs significantly in its fundamental characteristics from its original constituent elements.</p>

	<p>15.4. The term "related services" includes services such as insurance, installation, maintenance, servicing, initial repair, or other after-sales services such as training and technology transfer.</p> <p>15.5. Goods must have origin as stipulated in the Bid Data Sheet. In the case of an internal bidding process, if the contractor supplying goods does not meet the origin requirements in this Section, the contractor's bid will be disqualified.</p> <p>15.6. Contractors must declare the origin of goods in Forms No. 05(a1), 05(a2), and 05(a3) in Chapter IV - Bid Forms. If a contractor offers multiple origins for a unit of goods (one piece, one item, etc.) but from the same manufacturer and with the same unit price, the Contracting Authority will request the contractor to clarify to specifically determine the origin of these goods.</p> <p>15.7. Documentation proving the conformity of the goods and related services may include records, papers, drawings, and detailed data describing each item regarding the technical characteristics and basic functional uses of the goods and related services, thereby demonstrating the basic compliance of the goods and services with the requirements of the tender documents, and a list of discrepancies and exceptions (if any) compared to the provisions in Chapter V - Scope of Supply.</p> <p>15.8. The contractor must provide a complete list, prices, and suppliers of materials, spare parts, specialized tools, consumables, etc. (hereinafter referred to as materials and spare parts) necessary to ensure the proper and continuous operation of the goods within the timeframe specified in the tender documents.</p> <p>15.9. The standards for manufacturing, production processes of materials and equipment, as well as references to trademarks or catalog numbers specified by the Contracting Authority in Chapter V - Scope of Supply are for descriptive purposes only and are not intended to restrict bidders. Bidders may submit other quality standards, trademarks, or catalogs provided that they demonstrate to the Contracting Authority that such alternatives are substantially equivalent to or superior to those specified in Chapter V - Scope of Supply.</p>
<p>16. Documents proving the contractor's capabilities and experience.</p>	<p>16.1. Bidders must fill in the necessary information on the Forms in Chapter IV - Bid Forms to provide information on their capacity and experience as stipulated in Chapter III - Bid Evaluation Criteria. Bidders must prepare original documents for verification upon request from the Contracting Authority.</p> <p>16.2. The requirements for documents to prove the bidder's capacity to perform the contract if awarded the contract shall be in accordance with the Bid Data Sheet.</p> <p>16.3. In cases where pre-qualification has been applied to the tender package, if there are changes in the bidder's capacity and experience when submitting the bid and participating in the pre-qualification, the bidder must update their capacity and experience. If there are no changes, the bidder must provide a written commitment that they still meet the requirements for performing the tender package. If the bidder's capacity at the time of closing the tender does not meet the requirements for performing the tender package according to the evaluation criteria stated in the pre-qualification invitation, the bidder's bid will be disqualified.</p>
<p>17. Validity period of the bid</p>	<p>17.1. Bid must be valid for no less than the period specified in the Bid Data Sheet. Bids with a validity period shorter than specified will not be considered or evaluated further.</p> <p>17.2. If necessary, before the expiration of the bid validity period, the procuring entity may request bidders to extend the validity of their bids, and simultaneously request the bidders to correspondingly extend the validity period of their bid security (equal to the validity period of the bid after the extension plus 30 days). If the bidder does not accept the extension, their bid will not be considered further, and the bid security will be returned. Bidders who accept the extension request are not allowed to change any content of their bids. The request for extension and the acceptance or rejection of the extension must be in writing.</p>
<p>18. Bid security</p>	<p>18.1. When participating in the bidding, bidders must provide bid security before the bid closing date in the form of a guarantee letter from a domestic credit institution, a branch of a foreign bank established under Vietnamese law, or submit a Certificate of Insurance Guarantee from a domestic non-life insurance company or a branch of a foreign non-life insurance company established under Vietnamese law as stipulated in Section 18.2 of the Bidding Documents. The guarantee letter must be in accordance with Form No. 04(a) or Form No. 04(b) Chapter IV - Bid Forms or another similar form, but must include all the basic contents of a bid guarantee. If the</p>

validity of the bid is extended as stipulated in Section 17.2 of the Bidding Documents, the validity of the bid security must also be extended accordingly.

In the case of a consortium, the bid security must be provided in one of the following two ways:

a) Each member of the consortium shall provide a separate bid security, but the total value shall not be less than the amount specified in Section 18.2 of the Bidding Documents; if the bid security of one member of the consortium is determined to be invalid, the bid of that consortium will not be considered or evaluated further. If any member of the consortium violates the law resulting in the non-refund of the bid security as stipulated in Section 18.5 of the Bidding Documents, the bid security of all members of the consortium will not be refunded;

b) The members of the consortium shall agree that one member shall be responsible for providing the bid security for that member and for other members of the consortium. In this case, the bid security may include the name of the consortium or the name of the member responsible for providing the bid security for the members of the consortium, but the total value must not be less than the amount specified in Section 18.2 of the Bid Documents. If any member of the consortium violates the law resulting in the non-refund of the bid security as stipulated in Section 18.5 of the Bid Documents, then the bid security of all members of the consortium will not be refunded.

18.2. Value, currency and validity period of the bid security as specified in the Bid Documents.

18.3. Bid security shall be deemed invalid if it falls under any of the following cases: lower value, shorter validity period than stipulated in Section 18.2 of the Bid Documents, incorrect beneficiary name, not original, lacks valid signature, signed before the Contracting Authority issues the Bid Documents, signed before the signing of the joint venture agreement in the case of a joint venture, or includes conditions that are unfavorable to the Investor or the Contracting Authority (including failure to meet all commitments as stipulated in Form No. 04(a), Form No. 04(b) Chapter IV - Bid Forms).

18.4. Unselected bidders will have their bid security returned or released within the maximum period stipulated in the Bid Documents, from the date the bid selection results are approved. For selected bidders, the bid security will be returned or released after the bidder provides performance guarantee.

18.5. The bid security shall not be refunded in the following cases:

a) The bidder withdraws the bid after the bid closing time and during the validity period of the bid;

b) The bidder violates the law on bidding, leading to the cancellation of the bid as stipulated in Section 36.1(d) of the Bidding Document;

c) The bidder fails to provide the performance guarantee as stipulated in Section 41.1 of the Bidding Document;

d) The bidder fails to conduct or refuses to conduct contract negotiations within 20 days from the date of being invited to negotiate the contract, or has negotiated the contract but refuses to finalize and sign the contract, except in cases of force majeure as stipulated in civil law.

18.6. In cases where the tender is divided into several independent parts, the bidder may choose to submit the bid security in one of the following two ways:

a) A general bid security for all parts in which the bidder participates (the value of the bid security will equal the total value of the parts the bidder participates in). If the value of the bid security submitted by the bidder is less than the total sum, the procuring entity has the right to decide which part of the parts the bidder participates in will receive that bid security;

b) A separate bid security for each part in which the bidder participates.

If the bidder violates the terms and conditions, resulting in the bid security not being refunded as stipulated in Section 18.5 of the Tender Document, the non-refundable bid security will be calculated based on the part in which the bidder violated the terms.

19.
Specifications for bid

19.1. The contractor must prepare a bid document including: 01 original bid document as stipulated in Section 10 of the Bidding Documents and a number of photocopies of the bid

<p>documents and signatures in bid documents</p>	<p>document as specified in the Bidding Data Sheet. The cover page of each document must clearly state "ORIGINAL BID DOCUMENT" and "PHOTOCOPY OF BID DOCUMENT".</p> <p>In case of amendments or replacements to the bid document, the contractor must prepare 01 original and a number of photocopies as specified in the Bidding Data Sheet. The cover page of each document must clearly state "ORIGINAL AMENDED BIDDING DOCUMENT", "COPY OF AMENDED BIDDING DOCUMENT", "ORIGINAL REPLACEMENT BIDDING DOCUMENT", "COPY OF REPLACEMENT BIDDING DOCUMENT".</p> <p>In case of proposing an alternative technical solution in the bidding documents as stipulated in Section 12 of the Bidding Documents, the contractor must prepare one original and several copies of the documents as specified in the Bidding Data Sheet. The cover page of the documents must clearly state "ORIGINAL REPLACEMENT TECHNICAL PROPOSAL", "COPY OF REPLACEMENT TECHNICAL PROPOSAL".</p> <p>If the bidder's bid includes documents and information that are confidential to the bidder's production and business activities (such as proprietary information, trade secrets, sensitive information), the bidder must stamp these documents and information with "CONFIDENTIAL".</p> <p>19.2. The bidder is responsible for the consistency between the original and the photocopy. In case of discrepancies between the original and the photocopy that do not change the ranking of the bidder, the original will be used for evaluation. In case of discrepancies between the original and the copy resulting in a different evaluation result on the original than on the copy, thus changing the ranking order of bidders, the bidder's bid will be disqualified.</p> <p>19.3. The original bid must be typed or written in indelible ink, with pages numbered consecutively. The bid application, discount letter (if any), supplementary documents, clarifications to the bid, price list, and other forms in Chapter IV - Bid Forms must be signed and stamped (if any) by the bidder's legal representative (legal representative or a person authorized by the legal representative). In case of authorization, a power of attorney form according to Form No. 02 Chapter IV - Bid Forms or a certified copy of the company charter, branch establishment decision, or other documents proving the authority of the authorized person must be submitted together with the bid.</p> <p>19.4. For joint venture contractors, the bid documents must be signed by the legal representatives of all members of the joint venture or by the representative of the joint venture contractor as per the joint venture agreement. To ensure that all members of the joint venture are legally bound, the joint venture agreement must be signed by the legal representatives of all members of the joint venture.</p> <p>19.5. Added words, words inserted between lines, words erased or overwritten will only be considered valid if they are signed next to or on that page by the person signing the bid documents.</p>
<p>20. Seal and label the outside of the bid document.</p>	<p>20.1. The bid envelope must contain the original and photocopies of the bid documents, clearly marked "BIDDING DOCUMENTS" on the outside.</p> <p>If the bidder amends or replaces the bid documents, the amended or replaced documents (including the original and photocopies) must be placed in separate envelopes from the bid envelope, clearly marked "AMENDED BIDDING DOCUMENTS" or "REPLACEMENT BIDDING DOCUMENTS" on the outside.</p> <p>If the bidder proposes an alternative technical solution, the entire alternative technical solution, including both the technical and financial proposals, must be placed in separate envelopes from the bid envelope, clearly marked "PROPOSED ALTERNATIVE TECHNICAL SOLUTION".</p> <p>The envelopes contain: Bidding documents; 20.1. Amendments to the bid documents (if any); replacement bid documents (if any); and alternative technical proposals (if any) must be sealed. The sealing method shall be as prescribed by the bidder.</p> <p>20.2. The bid envelopes must:</p> <ol style="list-style-type: none"> a) Include the name and address of the bidder; b) Include the name and address of the recipient, the Contracting Authority, as stipulated in Section 21.1 of the Bidding Documents;

	<p>c) Include the name of the tender package as stipulated in Section 1.2 of the Bidding Documents;</p> <p>d) Include the warning phrase "Do not open before the bid opening time".</p> <p>20.3. The bidder shall be responsible for any consequences or disadvantages if they fail to comply with the provisions of these Bidding Documents, such as failing to seal or losing the seal on the bid documents during delivery to the Contracting Authority, or failing to correctly record the information on the bid envelopes as stipulated in Sections 20.1 and 20.2 of the Bidding Documents. The procuring entity will not be responsible for the confidentiality of bid information if the bidder fails to comply with the above regulations.</p>
21. Bid closing date	<p>21.1. Bidders must submit their bids in accordance with the Bid Data Sheet and ensure that the Contracting Authority receives them before the bid closing date as stipulated in the Bid Data Sheet.</p> <p>21.2. The Contracting Authority may extend the bid closing date by amending the Bid Documents as stipulated in Section 7 of the Bid Terms and Conditions. When the bid closing date is extended, all rights and responsibilities of the Contracting Authority and bidders under the previous bid closing date will be changed to reflect the new extended bid closing date.</p>
22. Late submission of bid documents.	<p>Bid documents submitted to the Contracting Authority after the bid closing time will not be opened, will be invalid, and will be rejected. Any documents submitted by bidders after the bid closing time to amend or supplement a submitted bid will be invalid, except for documents submitted to clarify the bid at the request of the Contracting Authority or documents clarifying or supplementing to prove the bidder's eligibility, capacity, and experience as stipulated in Sections 26.1 and 26.3 of the Bidding Documents.</p>
23. Amendment, replacement, or withdrawal of bid documents.	<p>23.1. After submitting the bid, the bidder may amend, replace, or withdraw the bid by sending a written notification signed by the bidder's legal representative. In case of authorization, a letter of authorization as stipulated in Section 19.3 of the Bidding Documents must be included. The amended or replaced bid must be submitted along with the corresponding notification and must meet the following conditions:</p> <p>a) It must be prepared and submitted by the bidder to the procuring entity as stipulated in Sections 19 and 20 of the Bidding Documents. The envelope containing the notification must clearly state "AMENDMENT OF BID" or "REPLACEMENT OF BID" or "WITHDRAWAL OF BID";</p> <p>b) It must be received by the procuring entity before the bid closing time as stipulated in Section 21 of the Bidding Documents. 23.2. Bidding documents that a bidder requests to withdraw in accordance with Section 23.1 of the Bidding Documents will be returned to the bidder in their original state.</p> <p>23.3. Bidders may not modify, replace, or withdraw their bidding documents after the closing time until the expiration of the validity period of the bidding documents as stated in the bid application or until the expiration of any extended validity period of the bidding documents.</p>
24. Opening of bids	<p>24.1. Except as provided in Sections 22 and 23.2 of the Bid Documents, the Contracting Authority must publicly open and read aloud the information specified in Section 24.5(b) of the Bid Documents for all bids received before the bid closing time. The bid opening must be conducted publicly at the time and place specified in the Bid Data Sheet in the presence of representatives of the bidders attending the bid opening ceremony and representatives of relevant agencies and organizations. The bid opening is not dependent on the presence or absence of representatives of the bidders participating in the bid.</p> <p>24.2. First, the Contracting Authority will open and read aloud the information in the envelope containing the notification document marked "WITHDRAWAL OF BID". The envelope containing the bid of the bidder requesting withdrawal will remain sealed, not be opened, and will be returned to the bidder in its original condition. The procuring entity will not accept a bidder's withdrawal if the notification of withdrawal is not accompanied by documentation proving that the signatory is the bidder's legal representative, or if such documents are not publicly displayed during the bid opening ceremony. In this case, the bids will still be opened as stipulated in Section 24.5 of the Bidding Documents.</p>

	<p>24.3. Next, the procuring entity will open and read aloud the information in the envelope containing the notification document marked "REPLACEMENT OF BID" and this replacement bid will replace the replaced bid. The replaced bid will not be opened and will be returned to the bidder in its original state. The procuring entity will not accept a bidder's replacement if the notification of replacement is not accompanied by documentation proving that the signatory is the bidder's legal representative, or if such documents are not publicly displayed during the bid opening ceremony. In this case, the replaced bid will still be opened as stipulated in Section 24.5 of the Bidding Documents.</p> <p>24.4. Next, for envelopes containing the notification document "AMENDMENT OF BID DOCUMENT", the accompanying notification document will be opened and read aloud clearly along with the corresponding amended bid. The procuring entity will not accept the bid amendment if the notification document does not include proof that the signatory is the legal representative of the bidder, or if this document is not publicly displayed during the bid opening ceremony.</p> <p>24.5. The bid opening will be conducted for each bid in alphabetical order of the bidder's name and in the following order:</p> <p>a)) Check the seal;</p> <p>b) Open the original bid documents, amended bid documents (if any), and replacement bid documents (if any) and read aloud clearly at least the following information: name of the bidder, number of originals and copies, bid price stated in the bid application, bid price stated in the bid price summary table, discount value (if any), validity period of the bid, value of the bid security, validity period of the bid security, and other information that the procuring entity deems necessary. If the tender package is divided into several independent parts, the bid price and discount value (if any) for each part must also be read. Only bid documents opened and read during the bid opening ceremony will be further considered and evaluated. Only information on discounts read during the bid opening ceremony will be further considered and evaluated;</p> <p>c) The representative of the Contracting Authority must sign and confirm the original bid documents, bid security, bid price summary, power of attorney of the legal representative of the bidder (if any), discount letter (if any), and joint venture agreement (if any). The Contracting Authority shall not reject any bids during the bid opening, except for late bids as stipulated in Section 22 of the Bidding Document.</p> <p>24.6. The Contracting Authority must prepare a bid opening record which includes the information specified in Section 24.5(b) of the Bidding Documents. The bid opening record must be signed and confirmed by the representative of the Contracting Authority and the bidders attending the bid opening ceremony. The absence of a bidder's signature in the record will not render the record meaningless or invalid. The bid opening record will be sent to all bidders participating in the bid.</p>
25. Security	<p>25.1. Information relating to the evaluation of bids and the awarding of contracts must be kept confidential and may not be disclosed to bidders or any person not officially involved in the bidding process until the results of the bidding are publicly announced. Under no circumstances may information contained in one bidder's bid be disclosed to another bidder, except for information publicly disclosed in the bid opening minutes.</p> <p>25.2. Except for clarification of bids as stipulated in Section 26 of the Bidding Documents and contract negotiations, bidders are not permitted to contact the Contracting Authority regarding matters related to their bids and other matters related to the tender package during the period from bid opening until the results of the bidding are publicly announced.</p>
26. Clarifying the Bid Documents	<p>26.1. After the bid opening, the bidder is responsible for clarifying the bid documents as requested by the procuring entity, including clarification of the bidder's eligibility, capacity, and experience. Regarding the technical and financial proposals stated in the bidder's bid documents, the clarification must ensure that the basic content of the submitted bid documents is not altered, and the bid price is not changed (except in cases where the bidder confirms the correction of arithmetic errors in their bid documents made by the procuring entity during the bid evaluation process). The bidder must notify the procuring entity of receipt of the request for clarification by one of the following methods: direct submission, postal mail, fax, or email.</p>

	<p>26.2. The clarification of bid documents between the bidder and the procuring entity shall be conducted in writing. Documents unrelated to the content of the clarification request from the Contracting Authority will not be considered or evaluated, except for self-clarification documents as stipulated in Section 26.3 of the Bidding Documents.</p> <p>26.3. Within the time period specified in the Bidding Documents, if a bidder discovers that their bid lacks documents proving their eligibility, capacity, and experience, the bidder is allowed to submit documents to the Contracting Authority to clarify their eligibility, capacity, and experience. The Contracting Authority is responsible for receiving the bidder's clarification documents for consideration and evaluation; these clarification documents regarding eligibility, capacity, and experience are considered part of the bid. The Contracting Authority must notify the bidder of receipt of the clarification documents by one of the following methods: direct written submission, postal mail, fax, or email.</p> <p>26.4. Clarification of bids shall only be conducted between the procuring entity and the bidder whose bid requires clarification, and must ensure that the fundamental nature of the bidder's participation in the tender is not altered. The content of the bid clarification shall be kept by the procuring entity as part of the bid. For clarifications that directly affect the evaluation of eligibility, capacity, experience, and technical and financial requirements, if the bidder fails to provide written clarification within the designated time, or if the clarification does not meet the procuring entity's requirements, the procuring entity will evaluate the bidder's bid based on the bid submitted before the closing date. The procuring entity must provide the bidder with a reasonable amount of time to clarify their bid.</p> <p>26.5. If necessary, the procuring entity may send a written request to a potential winning bidder to meet directly with the procuring entity to clarify their bid. The content of the bid clarification must be specifically recorded in a minutes document. Clarifying the bid documents in this case must ensure objectivity and transparency.</p>
<p>27. Discrepancies, conditions, and omissions</p>	<p>The following definitions will apply to the bid evaluation process:</p> <p>27.1. "Differences" are differences from the requirements stated in the tender documents;</p> <p>27.2. "Conditions" are the imposition of restrictive conditions or the complete rejection of the requirements stated in the tender documents;</p> <p>27.3. "Omissions" are the failure of the bidder to provide part or all of the information or documents required in the tender documents.</p>
<p>28. Determining the responsiveness of the bid</p>	<p>28.1. The procuring entity will determine the compliance of the bid based on the content of the bid as stipulated in Section 10 of the Tender Documents.</p> <p>28.2. A bid that is substantially compliant is one that meets the requirements stated in the Tender Documents without fundamental discrepancies, conditions, or omissions. Discrepancies, conditions, or omissions mean points in the bid that:</p> <p>a) If accepted, would significantly affect the scope, quality, or usability of the goods or services concerned; significantly restrict and are inconsistent with the Tender Documents regarding the Employer's rights or the contractor's obligations under the contract;</p> <p>b) If amended, would unfairly affect the competitive position of other contractors whose bids substantially comply with the requirements of the Tender Documents.</p> <p>28.3. The procuring entity must examine the technical aspects of the bid as stipulated in Sections 15 and 16 of the Tender Documents to confirm that all provisions in Chapter V - Scope of Supply have been met and that the bid does not contain discrepancies, conditions, or omissions of fundamental content.</p> <p>28.4. If the bid does not fundamentally meet the requirements stated in the Tender Documents, it will be disqualified; it is not permitted to modify discrepancies, conditions, or omissions of fundamental content in the bid to make it fundamentally meet the Tender Documents.</p>
<p>29. Minor errors</p>	<p>29.1. Provided the bid meets the basic requirements stated in the tender documents, the procuring entity may accept errors that are not fundamental, conditional, or omitted.</p> <p>29.2. Provided the bid meets the basic requirements stated in the tender documents, the procuring entity may request the bidder to provide necessary information or documents within a</p>

	<p>reasonable time to correct minor errors in the bid related to documentation requirements. The request for information and documents to correct these errors must not relate to any aspect of the bid price; failure to meet the above requirements of the procuring entity will result in the bid being disqualified.</p> <p>29.3. Provided the bid meets the basic requirements stated in the tender documents, the procuring entity will adjust minor and quantifiable errors related to the bid price. Accordingly, the bid price will be adjusted to reflect the cost of items that are missing or do not meet the requirements; this adjustment is solely for the purpose of comparing bids.</p>
<p>30. Subcontractors</p>	<p>30.1. A subcontractor is a contractor that signs a contract with the main contractor to perform related services.</p> <p>30.2. Requirements for subcontractors are stated in the Bid Data Sheet.</p> <p>30.3. The use of subcontractors will not change the responsibilities of the main contractor. The main contractor is responsible for the quantity, quality, schedule, and other responsibilities for the work performed by the subcontractor. The capacity and experience of the subcontractor will not be considered when evaluating the main contractor's bid. The main contractor itself must meet the capacity and experience criteria (without considering the capacity and experience of the subcontractor).</p> <p>If the main contractor's bid does not propose the use of a subcontractor for a specific task or does not anticipate the use of subcontractors, it is understood that the main contractor is responsible for performing all the work under the contract.</p> <p>30.4. The main contractor is not allowed to use subcontractors for work other than the work for which subcontractors are declared in the bid documents; the replacement or addition of subcontractors outside the list of subcontractors stated in the bid documents may only be done for a valid and reasonable reason and with the approval of the Investor.</p>
<p>31. Correcting errors and discrepancies</p>	<p>31.1. Correction of errors refers to the rectification of errors in the bid documents, including arithmetic and other errors, carried out according to the following principles:</p> <ul style="list-style-type: none"> a) Arithmetic errors include errors resulting from incorrect addition, subtraction, multiplication, and division calculations when determining the bid price. For unit price contracts, if there is an inconsistency between the unit price and the total amount, the unit price shall be used as the basis for correction; if an unusual discrepancy in the unit price is found due to a decimal error (10 times, 100 times, 1,000 times), the total amount shall be used as the basis for correction; b) If the total value of the items is inaccurate due to errors in adding or subtracting the item values, the item values shall be used as the basis for correction; c) If there is an inconsistency between the bid price written in numbers and the bid price written in words, the bid price written in words shall be used as the basis for correction; In the case where the bid price written in words contains an arithmetic error (an arithmetic error occurred during the bid price formation process), the numerical price will serve as the basis for correction after verification (if any) according to Sections 31.1(a) and 31.1(b) of the Bid Documents; d) If the total amount column is filled with a value but lacks a corresponding unit price, the unit price will be determined by dividing the total amount by the quantity; if a unit price is present but the total amount column is blank, the value in the total amount column will be determined by multiplying the quantity by the unit price; if an item has a unit price and value in the total amount column but the quantity is blank, the blank quantity will be determined by dividing the value in the total amount column by the unit price of that item. If the quantity determined as described above differs from the quantity stated in the Bid Documents, the difference is a discrepancy in the scope of supply and will be corrected in the discrepancy correction step; d) Error in unit of measurement: correct to conform to the requirements of the bidding documents; e) In case the bidder offers a discount, the correction will be made based on the bid price before deducting the discount value; g) After correcting the error, the procuring entity must notify the bidder in writing about the correction to the bidder's bid. Within 3 working days from the date of receiving the notification from the procuring entity, the bidder must notify the procuring entity in writing of their acceptance

	<p>of the correction results as notified by the procuring entity. If the bidder does not accept the correction results as notified by the procuring entity, their bid will be disqualified, except in cases where the correction by the procuring entity is inappropriate or inaccurate.</p> <p>31.2. Correction of Deviations:</p> <p>Provided the bid meets the basic requirements stated in the tender documents, the procuring entity will proceed with the correction of non-basic deviations as follows:</p> <p>a) Deviations in scope of supply:</p> <ul style="list-style-type: none"> - If the bidder lists goods and work items as required in the tender documents but does not specify the bid unit price and total amount for one or more goods or work items, it will be considered a missing deviation and will be corrected according to the provisions of Section 31.2(b) of the tender documents for comparison of bids and ranking of bidders; - The portion of work mentioned in the tender documents that is not listed in the bidder's summary price table will be considered a missing portion in the bid and will be corrected according to the provisions of Section 31.2(b) of the tender documents for comparison of bids and ranking of bidders. If the bid is ranked first, the unit price for the missing portion of work will be negotiated with the bidder according to the provisions of Section 34 of the tender documents. The portion of work listed in the contractor's bid summary table that falls outside the scope of work stated in the tender documents shall be considered as over-bid and shall be adjusted for discrepancies as prescribed in Section 31.2(b) of the Tender Documents; <p>b) Correction of discrepancies in scope of supply:</p> <p>If a bidder's bid lacks one or more items listed in Section 31.2(a) of the Bidding Documents and the unit prices for these items are missing, the highest unit price for this item among other bids that passed the technical evaluation stage shall be used as the basis for correcting the discrepancy; if the bids of bidders that passed the technical evaluation stage do not include unit prices, the unit prices in the cost estimate shall be used as the basis for correcting the discrepancy; if there is no cost estimate for the package, the unit prices forming the package price shall be used as the basis for correcting the discrepancy to compare bids and rank bidders. The correction of discrepancies is solely for the purpose of comparing bids and ranking bidders.</p> <p>If a bidder's bid has excess items, the value of the excess items will be deducted according to the corresponding unit prices in the bid;</p> <p>c) In cases where the bidder offers a discount, the adjustment for discrepancies will be based on the bid price before deducting the discount. The percentage of the shortfall will be determined based on the bid price stated in the bid application (excluding the discount);</p> <p>d) The bid will be adjusted for non-fundamental discrepancies related to under-quotation of quantities, items, or non-compliance with technical requirements;</p> <p>e) After adjusting the discrepancies, the procuring entity must notify the bidder in writing of the adjustment to the bidder's bid. Within 3 working days from the date of receiving the notification from the procuring entity, the bidder must notify the procuring entity in writing of their acceptance of the adjustment results as notified by the procuring entity. If the bidder does not accept the adjustment results as notified by the procuring entity, their bid will be disqualified, except in cases where the procuring entity's adjustment is inappropriate or inaccurate.</p>
<p>32. Preferential treatment in contractor selection</p>	<p>32.1. For tenders applying domestic preferential measures, the application of domestic preferential measures shall be in accordance with the provisions of the Bid Data Sheet.</p> <p>32.2. The principle of preferential treatment shall be in accordance with the provisions of the Bid Data Sheet.</p> <p>32.3. The subjects of preferential treatment shall be in accordance with the provisions of the Bid Data Sheet.</p> <p>32.4. The calculation of preferential treatment shall be carried out during the evaluation of bids to compare bids and rank bidders. The method of calculating preferential treatment shall be in accordance with the provisions of the Bid Data Sheet.</p>

	<p>32.5. Bidders must declare information on the type of goods eligible for preferential treatment according to Forms No. 07(a), 07(a1), 07(a2), 07(b), 07(b1), or 07(b2) in Chapter IV - Bid Forms to serve as a basis for consideration and evaluation of preferential treatment.</p> <p>32.6. If the goods offered by the bidders are not eligible for preferential treatment, no evaluation or determination of the preferential value will be conducted. If they are eligible for preferential treatment, the bidder must attach supporting documents to their bid.</p>
<p>33. Evaluation of the bid</p>	<p>33.1. The procuring entity will apply the evaluation criteria listed in this Section and the evaluation methods stipulated in the Bid Data Sheet to evaluate the bids. No other criteria or evaluation methods are permitted.</p> <p>33.2. Verification and Evaluation of Bid Validity:</p> <p>a) The verification and evaluation of bid validity shall be carried out in accordance with the provisions of Section 1, Chapter III - Bid Evaluation Criteria;</p> <p>b) Bidders with valid bids will be further considered and evaluated regarding their capacity and experience.</p> <p>33.3. Evaluation of Capacity and Experience:</p> <p>a) The evaluation of capacity and experience shall be carried out according to the evaluation criteria stipulated in Section 2, Chapter III - Bid Evaluation Criteria.</p> <p>If the key personnel declared by the bidder in the bid document do not meet the requirements of the tender documents, the procuring entity allows the bidder to clarify, change, or supplement the key personnel to meet the requirements of the tender documents within a suitable timeframe. For each personnel who do not meet the requirements, the bidder may only replace them once. If the bidder does not have replacement personnel that meet the requirements of the tender documents, the bidder will be disqualified;</p> <p>b) Bidders with the capacity and experience to meet the requirements will be considered and evaluated further on technical aspects.</p> <p>33.4. Technical and Financial Evaluation:</p> <p>a) The technical evaluation will be conducted according to the standards specified in Section 3, Chapter III - Bid Evaluation Standards;</p> <p>b) Bidders meeting the technical requirements will be considered and evaluated further on financial aspects according to the regulations in Section 4, Chapter III - Bid Evaluation Standards.</p> <p>33.5. Comparison of Bidding Documents:</p> <p>To determine the top-ranked bidder, the Contracting Authority will compare the evaluated price (or the lowest price as stipulated in Section 4, Chapter III - Bidding Document Evaluation Criteria) of all bids that fundamentally meet the bidding requirements. The comparison will be based on:</p> <ul style="list-style-type: none"> - CIF 1 price for goods to be imported plus transportation, insurance to the project site and related service costs; - Price of goods (excluding import taxes, fees, and charges, special consumption tax (if any), VAT) plus transportation, insurance to the project site and related service costs for goods already imported and being offered for sale in Vietnam; - EXW price plus transportation, insurance to the project site for goods manufactured or processed in Vietnam and related service costs. <p>When comparing bids, the Contracting Authority does not consider:</p> <ul style="list-style-type: none"> - Taxes, fees, and charges related to import, excise tax (if any), and VAT on goods to be imported under CIP1 delivery terms; - Excise tax (if any), and VAT on goods manufactured or processed in Vietnam; - Taxes, fees, and charges related to import, excise tax (if any), and VAT on goods already imported and being offered for sale in Vietnam.

33.6. After evaluating the financial aspects, the Contracting Authority shall prepare a ranking list of bidders for the Investor's approval. The ranking of bidders shall be carried out in accordance with the regulations in the Bid Data Sheet. The bidder ranked first will be invited to negotiate the contract. If only one bidder passes the financial evaluation stage, approval of the ranking list of bidders is not required.

33.7. In cases where the tender package is divided into several independent parts and allows bidding for each part as stipulated in Section 13.4 of the Tender Documents, the evaluation of bids shall be carried out in accordance with the provisions of Section 6, Chapter III - Bid Evaluation Criteria, corresponding to the bidder's bid portion.

33.8. In all cases, if a bidder makes a false declaration of key personnel, the bidder shall not be allowed to replace the key personnel with other key personnel, the bidder's bid shall be disqualified, and the bidder shall be considered fraudulent in accordance with Clause 4, Article 89 of the Law on Bidding and shall be subject to penalties as stipulated in Clause 1, Article 122 of Decree No. 63/2014/ND-CP and other relevant laws.

34. Contract Negotiation

34.1. Contract negotiations must be based on the following:

- a) Bid evaluation report;
- b) Bid and clarification documents (if any) of the bidder;
- c) Tender documents and clarification or amendment documents (if any).

34.2. Principles of contract negotiation:

- a) No negotiation will be conducted on items that the bidder has already bid on in accordance with the requirements of the tender documents;
- b) Contract negotiations must not change the bidder's unit price after correcting errors, adjusting discrepancies, and deducting any discounts (if any), except as stipulated in Section 34.2(c) of the Tender Documents;
- c) Negotiation for discrepancies or deficiencies shall be conducted in accordance with Section 34.3 of the Tender Documents.

34.3. Contract Negotiation Content:

- a) Negotiation regarding details that are insufficient, unclear, inconsistent, or inconsistent between the bidding documents and the bid, or between different contents in the bid that may lead to complications, disputes, or affect the responsibilities of the parties during the contract execution;
- b) Negotiation regarding discrepancies discovered and proposed by the contractor in the bid (if any), including proposed changes or alternative technical solutions if the bidding documents allow for alternative technical solutions. If the bid contains discrepancies as stated in Section 31.2 of the Contract Terms, the lowest unit price offered among other bids that passed the technical evaluation stage (or the approved estimated unit price if this price is lower) must be used in contract negotiations, and any discount applied to the bid price (if applicable) to negotiate for discrepancies resulting from under-quotation of quantities, items, or non-compliance with technical requirements;
- c) During the negotiation process, the contractor is not allowed to change key personnel (personnel proposed in the bid or personnel who have been replaced before contract negotiations), except in cases where the bid evaluation period is longer than stipulated or due to force majeure, making it impossible for the key personnel proposed by the contractor to participate in the contract. In such cases, the contractor has the right to replace personnel with others, but must ensure that the proposed replacement personnel have equivalent or higher qualifications, experience, and capabilities than the proposed personnel, and the contractor is not allowed to change the bid price;
- d) Negotiation on any issues arising during the contractor selection process (if any) with the aim of finalizing the detailed contents of the tender package;
- d) Clearly define the taxes the contractor must pay according to tax laws, including: taxes, fees, and charges related to import, special consumption tax (if any), VAT, contractor tax (if any),

	<p>method of tax payment (the contractor directly pays the tax or the investor retains an amount equivalent to the tax value to pay on behalf of the contractor as prescribed by current law), the tax payment value, and other related issues concerning tax obligations, which must be specifically stated in the contract;</p> <p>e) Negotiate regarding non-serious errors as stipulated in Section 29 of the Contract Terms and Conditions;</p> <p>g) Negotiate regarding other necessary contents.</p> <p>34.4. During the contract negotiation process, the parties involved shall finalize the draft contract document; the Terms and Conditions, and contract appendices including a detailed list of the scope of supply, price list, and delivery schedule (if any).</p> <p>34.5. If negotiations fail, the procuring entity shall report to the investor for consideration and decision to invite the next ranked bidder to negotiate; if negotiations with the next ranked bidder fail, the procuring entity shall report to the investor for consideration and decision to cancel the tender in accordance with Section 36.1(a) of the Tender Documents.</p> <p>34.6. In case of objective reasons or force majeure preventing the bidder from negotiating the contract directly with the procuring entity, the procuring entity may consider online negotiation.</p>
<p>35. Conditions for awarding the contract</p>	<p>A bidder will be considered and recommended for the contract award if they meet the following conditions:</p> <p>35.1. Have a valid bid as stipulated in Section 1, Chapter III - Bid Evaluation Criteria;</p> <p>35.2. Have the capacity and experience to meet the requirements as stipulated in Section 2, Chapter III - Bid Evaluation Criteria;</p> <p>35.3. Have a technical proposal that meets the requirements as stipulated in Section 3, Chapter III - Bid Evaluation Criteria;</p> <p>35.4. Have a discrepancy of no more than 10% of the bid price;</p> <p>35.5. Have an arithmetic error with a total absolute value not exceeding 30% of the bid price;</p> <p>35.6. Meet the conditions as stipulated in the Bid Data Sheet;</p> <p>35.7. Have a proposed winning bid price (including taxes, fees, and charges (if any)) that does not exceed the approved package price. If the approved estimated cost of the bid package is lower or higher than the approved bid price, this estimated cost will replace the bid price as the basis for awarding the contract. For bid packages divided into multiple parts (lots), the evaluation of bids and awarding of the contract will be based on ensuring that the proposed winning bid price for the entire package does not exceed the approved bid price, without comparing it with the estimated cost of each part.</p>
<p>36. Cancel the tender.</p>	<p>36.1. The procuring entity will announce the cancellation of the tender in the following cases:</p> <p>a) All bids fail to meet the basic requirements of the tender documents;</p> <p>b) Changes to the approved investment objectives and scope in the Investment Decision affect the tender documents;</p> <p>c) The tender documents do not comply with the law on bidding or other relevant laws, resulting in the selected contractor not meeting the requirements to implement the tender package or project; the tender documents or the contractor selection process do not comply with the law on bidding or other laws, leading to restricted competition among contractors and failing to ensure the economic efficiency of the tender package;</p> <p>d) There is evidence of giving, receiving, or brokering bribes, collusion, fraud, or abuse of power to illegally interfere with the bidding process, leading to the distortion of the contractor selection results.</p> <p>36.2. Organizations and individuals violating the regulations on bidding, leading to the cancellation of the tender as stipulated in Sections 36.1(c) and 36.1(d) of the Tender Documents, must compensate the relevant parties for the costs of re-organizing the tender and will be subject to legal penalties.</p>

	<p>36.3. In the case of tender cancellation as stipulated in Section 36.1 of the Tender Documents, within 05 working days from the date of issuance of the decision to cancel the tender, the procuring entity must return or release the bid security to the bidding bidders, except in cases where the bidder violates the regulations in Section 36.1(d) of the Tender Documents.</p>
<p>37. Announcement of contractor selection results</p>	<p>37.1. After the decision approving the contractor selection results is made, the procuring entity shall publish information on the contractor selection results on the Network System within 7 working days from the date the Investor approves the contractor selection results. The published information shall include:</p> <p>a) Information about the bidding package:</p> <ul style="list-style-type: none"> - Name of the bidding package, brief description of the bidding package; - Price of the bidding package or approved estimate (if any); - Name and address of the procuring entity; - Method of contractor selection; - Type of contract; - Contract execution time. <p>b) Information about the winning bidder:</p> <ul style="list-style-type: none"> - Name and address of the winning bidder; - Winning bid price; - Type of contract; - Delivery time. <p>c) For each type of goods and equipment in the bidding package, the procuring entity shall publish the following information:</p> <ul style="list-style-type: none"> - Name of goods; - Capacity (if any); - Features, technical specifications; Signature, code, label; - Origin; - Winning bid price. <p>d) Date of approval, decision number approving the contractor selection results;</p> <p>e) List of contractors not selected and a summary of the reasons for not selecting each contractor or an explanation of the relative advantage of the winning contractor.</p> <p>37.2. After the decision approving the contractor selection results is issued, the procuring entity shall send a written notification of the contractor selection results to the participating contractors via their email addresses within 07 working days from the date the document is issued. The content of the notification of contractor selection results includes:</p> <p>a) Name of the winning contractor;</p> <p>b) Winning bid price;</p> <p>c) Type of contract;</p> <p>d) Delivery time;</p> <p>e) List of contractors not selected and a summary of the reasons for not selecting each contractor or an explanation of the relative advantage of the winning contractor;</p> <p>f) Plan for finalizing and signing the contract with the selected contractor.</p> <p>37.3. In case of tender cancellation as stipulated in Section 36.1 of the Tender Documents, the notification of the tender selection results must clearly state the reason for cancellation.</p>

	<p>37.4. After the notification of the tender selection results as stipulated in Section 37.2 of the Tender Documents, if an unsuccessful bidder submits a written inquiry regarding the reason for not being selected, the procuring entity must send a written response to the bidder within a maximum of 05 working days from the date of notification of the tender selection results.</p>
<p>38. Changes to the quantity of goods and services; additional purchase options.</p>	<p>38.1. At the time of contract awarding, the Contracting Authority has the right to increase or decrease the quantity of goods and services specified in Chapter V - Scope of Supply, provided that such change does not exceed the percentage stipulated in the Bid Data Sheet and there are no changes to the unit prices or other terms and conditions of the Bid and Tender Documents.</p> <p>38.2. Before the contract ends, the Contracting Authority may announce the option to purchase additional goods and services within the scope of the tender package according to the quantity specified in the Bid Data Sheet, in accordance with the approved contractor selection plan.</p>
<p>39. Notification of bid acceptance and contract award.</p>	<p>Simultaneously with the notification of the contractor selection results, the procuring entity shall send a notification of acceptance of the bid and awarding of the contract, including requirements for performance security, completion time, and contract signing as stipulated in Form No. 15, Chapter VIII - Contract Forms, to the winning bidder. The notification of acceptance of the bid and awarding of the contract is part of the contract dossier. If the winning bidder fails to complete, sign the contract, or submit the performance security within the deadline stated in the notification of acceptance of the bid and awarding of the contract, the bidder will be disqualified and will not be reimbursed the bid security as stipulated in Sections 18.5(c) and 18.5(d) of the Tender Documents; the deadline stated in the notification of acceptance of the bid shall be calculated from the date the procuring entity sends this notification to the winning bidder.</p>
<p>40. Conditions for signing the contract</p>	<p>40.1. At the time of contract signing, the bid submitted by the selected contractor must still be valid.</p> <p>40.2. At the time of contract signing, the selected contractor must ensure that it meets the technical and financial capacity requirements to execute the contract. If, in reality, the contractor no longer fundamentally meets the capacity and experience requirements as stipulated in the tender documents, the Investor will refuse to sign the contract with the contractor. The Investor will cancel the decision approving the contractor selection results, the notification of acceptance of the bid and awarding of the contract, and invite the next ranked contractor to negotiate the contract.</p>
<p>41. Contract performance guarantee</p>	<p>41.1. Before signing the contract or before the contract becomes effective, the winning bidder must submit a performance guarantee from a domestic credit institution or a branch of a foreign bank established under Vietnamese law as stipulated in Section 5.1 of the Terms and Conditions. The performance guarantee must use Form No. 17, Chapter VIII - Contract Forms, or another form approved by the Investor.</p> <p>41.2. The bidder shall not be reimbursed the performance guarantee in the following cases:</p> <ul style="list-style-type: none"> a) Refusal to perform the contract when the contract becomes effective; b) Violation of the agreement in the contract; c) Delaying the contract due to their own fault but refusing to extend the validity of the performance guarantee. <p>41.3. If the winning bidder fails to submit the performance guarantee or fails to sign the contract, the Investor may cancel the results of the bidder selection and invite the next-ranked bidder to negotiate.</p>
<p>42. Resolving complaints in bidding processes</p>	<p>When a contractor believes their legitimate rights and interests have been affected, they have the right to submit a petition regarding issues in the contractor selection process and the contractor selection results to the Investor, the competent authority, or the Advisory Council at the address specified in the Bidding Document. The resolution of petitions in bidding shall be carried out in accordance with the provisions of Section 1, Chapter XII of the Law on Bidding and Section 2, Chapter XII of Decree No. 63/2014/ND-CP.</p>
<p>43. Monitoring and</p>	<p>Upon detecting any behavior or content that violates the regulations of the bidding law, the contractor is responsible for notifying the organization or individual performing the monitoring and supervision tasks as stipulated in the Bidding Document.</p>

supervising
the
contractor
selection
process.

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Chapter II. BID DATA SHEET

CDNT 1.1	Investor: MDF VRG Quang Tri Wood Joint Stock Company
	Tender Package Name: Sanding belt Quantity and Part Numbers of Items in the Tender Package: 01
CDNT 2	Sources of funding (or methods of financing): Business production capital 2026
CDNT 4.4	<p>Ensuring fair competition in bidding is regulated as follows:</p> <ul style="list-style-type: none"> - Bidders must not belong to the same agency or organization directly managing: VRG Quang Tri MDF Wood Joint Stock Company. - Bidders must not hold more than 30% of the shares or capital contribution in: VRG Quang Tri MDF Wood Joint Stock Company; except in cases where the Investor, the Bidding Party, and the bidder belong to the same state-owned economic group of Vietnam, and the products and services in the bidding package are inputs for the Investor and the Bidding Party, outputs for the bidder, and are also the main production and business activities of the group. Bidders are not required to meet the legal and financial independence requirements for the consulting contractor for that bidding package if the consulting contractor is also a subsidiary of the group; - Bidders must not have any stake or capital contribution with the consulting firms; nor must they jointly own more than 20% of the shares or capital contribution of any other organization or individual with each other. Specific information about the consulting firms is as follows: <ul style="list-style-type: none"> + Consulting services for preparing, reviewing, and evaluating design and cost estimate documents: ___ [Please provide the full name and address of the consulting firm (if any)]; + Consulting services for preparing bidding documents: ___ [Please provide the full name and address of the consulting firm (if any)]; + Consulting services for evaluating bidding documents: ___ [Please provide the full name and address of the consulting firm (if any)]; + Consulting services for evaluating bids: ___ [Please provide the full name and address of the consulting firm (if any)]; + Consulting services for evaluating contractor selection results: ___ [Please provide the full name and address of the consulting firm (if any)]. $\text{Ty lệ sở hữu vốn} = \sum_{i=1}^n X_i \times Y_i$ <p>In cases where a contractor participates in the bidding process as a consortium or a consulting contractor is selected as a consortium, the ownership percentage of other organizations or individuals in the consortium is determined by the following formula:</p> <p>Where:</p> <p>X_i: Ownership percentage of other organizations or individuals in the i-th consortium member;</p> <p>Y_i: Percentage (%) of work volume of the i-th consortium member in the consortium agreement;</p> <p>n: Number of members participating in the consortium.</p>
CDNT 4.10	
CDNT 6.2	Pre-bidding conference: "no"
CDNT 7.3	The Decision to amend the bidding documents must be published at least 15 days before the bid closing date.
CDNT 9	The required language is: English or Vietnamese.
CDNT 10.10	The bidder must submit the following documents along with the bid:

	<ul style="list-style-type: none"> - Certified copy of the business license; - Documents proving that the goods meet the quality and requirements according to Chapter V; - Documents related to the technical evaluation standards of the bid in Chapter III; - Technical documents in English or Vietnamese;
CDNT 12.1	Contractors are not permitted to submit alternative technical proposals.
CDNT 13.4	Parts of the tender package: The tender package cannot be subdivided.
CDNT 13.5	Incoterms Edition: 2020
CDNT 13.6(a)(iii)	Project location: MDF VRG Quang Tri Wood Joint Stock Company
CDNT 13.6(b)(i)	Destination of CIP (or CIF) price: CIF Da Nang port, Vietnam
CDNT 14.1	<p>Bid Currency: USD, EU, VND</p> <p>For a specific work item, the bidder may only submit a bid in one currency.</p> <p>If the bidder is allowed to submit a bid in more than one currency, the following information must be added:</p> <p>Exchange rate: VND</p> <p>Time of determining the exchange rate: 3 working days before the bid opening and closing date</p> <p>Basis for determining the exchange rate: applying the selling rate of Vietnam Commercial Joint Stock Bank (Vietcombank)</p> <p>Intermediate currency: USD</p> <p>The exchange rate and intermediate currency are used to compare bid prices.</p>
CDNT 15.5	The origin of the goods must be from the following countries and territories: Not applicable
CDNT 15.8	Expected lifespan of goods (for requesting replacement parts and supplies): 12 months
CDNT 16.2	<p>Documentation requirements to prove the contractor's ability to perform the contract: a license or authorization to sell from the manufacturer, distributor, or partnership certificate, or other equivalent document is required.</p> <p>"If the contractor does not manufacture or produce the goods offered in their bid, the contractor must submit a license or authorization to sell from the manufacturer, distributor, or partnership certificate, or other equivalent document to prove that the contractor is duly authorized by the manufacturer or distributor to supply those goods in Vietnam. The contractor may or may not attach this document to their bid, even if the tender documents require it. The contractor's failure to attach the above-mentioned document is not a reason for disqualification. The contractor will still be considered and evaluated for the award of the contract." If a bidder wins the tender, they must present the aforementioned documents before signing the contract and are responsible for the accuracy of the documents and information they provide. If a bidder fails to present the Sales License to sign the contract, the next-ranked bidder will be invited to negotiate the contract.</p>
CDNT 17.1	The validity period of the bid is: ≥ 60 days
CDNT 18.2	<p>Bid security details:</p> <ul style="list-style-type: none"> - Bid security value: VND 7,200,000. - Validity period of the bid security: 90 days
CDNT 18.4	Unselected bidders will have their bid security refunded or released within a maximum of 20 days from the date the bid selection results are approved.

	For subdivided packages, if a bidder violates the terms and conditions, resulting in the non-refund of the bid security as stipulated in Section 18.5 of the Bidding Documents, the non-refund of the bid security will be calculated based on the portion in which the bidder violated the terms.
CDNT 19.1	The number of copies of the bid documents is: 01. In case of amendments, replacements to the bid documents, or proposals for alternative technical solutions, the contractor must submit copies of the amended, replaced, or proposed alternative technical solutions in the same number as the original bid documents.
CDNT 21.1	1. Address of the Contracting Authority (for receiving bids): MDF VRG QUANG TRI WOOD JOINT STOCK COMPANY Recipient: QUAN NGANG INDUSTRIAL ZONE – GIO LINH WARD – QUANG TRI PROVINCE -- Post Code: 48306 - Country: Viet Nam. Bid closing time: as per the Invitation to Bid on the website muasamcong.mof.gov.vn
CDNT 24.1	The bid opening will be conducted publicly at: <u>8</u> hours <u>30</u> minutes, on ___ day <u>28</u> month <u>5</u> year <u>2026</u> at the bid opening location as follows: [bid opening within 1 hour from the bid closing time]. - MDF VRG QUANG TRI WOOD JOINT STOCK COMPANY - Add: QUAN NGANG INDUSTRIAL ZONE – GIO LINH WARD – QUANG TRI PROVINCE - Country: Viet Nam.
CDNT 26.3	Contractors are allowed to submit documents to clarify their bids to the procuring entity within 15 working days from the bid closing date.
CDNT 30.2	- Using subcontractors: "Not permitted".
CDNT 32.1	Preferential measures: Requiring foreign contractors to transfer technology, support research and development, and provide other preferential measures when winning bids in Vietnam;
CDNT 32.2	Preferential Principles: "a) If a bidder is eligible for more than one type of preferential treatment, only the highest preferential treatment as stipulated in the bidding documents will be applied; b) If, after calculating the preferential treatment, the bids are ranked equally, priority will be given to the bidder with a higher domestic cost proposal or who employs more domestic labor (based on the value of wages and salaries paid)."
CDNT 32.3	Eligible customers: Not applicable.
CDNT 32.4	Method of calculating preferential treatment: When comparing and ranking bidders, goods that are not eligible for preferential treatment must have an amount equal to 7.5% of the bid price after correction and adjustment of errors and discrepancies, minus any discounts (if any), added to the bid price after correction and adjustment of errors and discrepancies, minus any discounts (if any) of that bidder;
CDNT 33.1	Bid evaluation methods: a) Evaluation of capacity and experience: using pass/fail criteria; b) Technical evaluation: applying pass/fail criteria; c) Financial evaluation: applying the lowest price method.
CDNT 33.6	Bidder ranking: The bidder with the lowest bid price after correcting errors, adjusting discrepancies, and deducting any discounts (if applicable) is ranked first.
CDNT 35.6	Bid award criteria:

	The bidder with the lowest bid price after deducting any discounts (if applicable) will be considered the winner.
CDNT 38.1	Maximum mass increase rate: 5% Maximum mass decrease rate: 20%
CDNT 38.2	Additional purchase option volume: none
CDNT 39	Site Survey: Not required.
CDNT 42	- Investor's Address: MDF VRG Quang Tri Wood Joint Stock Company Add: Quan Ngang Industrial Zone, Gio Linh, Quang Tri, Vietnam - Authorized Person: Duong Tan Thanh – General Director + Add: Quan Ngang Industrial Zone, Gio Linh, Quang Tri + E-mail: thanhdt@mdfvrgquangtri.vn - Permanent Department assisting the Chairman of the Council for resolving petitions: Mr. Ngo Trong Anh: Planning and Materials Department + Add: Quan Ngang Industrial Zone, Gio Linh, Quang Tri + E-mail: anhnt@mdfvrgquangtri.vn
CDNT 43	Address of the organization/individual performing the monitoring and supervision task: MDF VRG QUANG TRI WOOD JOINT STOCK COMPANY Add: QUAN NGANG INDUSTRIAL ZONE – GIO LINH WARD – QUANG TRI PROVINCE - Authorized Person: Duong Tan Thanh – General Director + Add: Quan Ngang Industrial Zone, Gio Linh, Quang Tri. + E-mail: thanhdt@mdfvrgquangtri.vn

Chapter III. BID EVALUATION CRITERIA

Section 1. Checking and Evaluating the Validity of the Bid

1.1. Checking the Validity of the Bid:

- a) Check the number of original and photocopied copies of the bid;
- b) Check the components of the original bid, including: the bid application, the joint venture agreement (if any), documents proving the legal status of the signatory (if any); bid security; documents proving legal status; documents proving capacity and experience; technical proposal; financial proposal and other components of the bid as stipulated in Section 10 of the Bid Documents;
- c) Check the consistency of content between the original and photocopied copies to facilitate the detailed evaluation of the bid.

The checking of the bid is not a reason for rejecting the bid.

1.2. Evaluating the Validity of the Bid:

The bid of a contractor is considered valid when it fully meets the following requirements:

- a) The original bid is present;
- b) The bid submission must be signed and stamped (if applicable) by the bidder's legal representative as required by the tender documents; the signing time of the bid submission must coincide with the start time of the contractor selection process; the bid price stated in the bid submission must be specific and fixed in both numbers and words, and the bid price in numbers or words must be consistent and logical with the total bid price recorded in the bid price summary table. No different bid prices or conditions that are disadvantageous to the procuring entity should be proposed. For joint ventures, the bid submission must be signed and stamped (if applicable) by the legal representative of each member of the joint venture or by a member assigned to represent the joint venture according to the responsibilities assigned in the joint venture agreement;
- c) The validity period of the bid meets the requirements as stipulated in Section 17.1 of the Tender Documents;
- d) The bid security must not violate any of the cases stipulated in Section 18.3 of the Tender Documents. The guarantee letter or insurance guarantee certificate must be signed and stamped (if any) by the legal representative of a domestic credit institution or a branch of a foreign bank established under Vietnamese law, a domestic non-life insurance company or a branch of a foreign non-life insurance company established under Vietnamese law, specifying the guarantee value, validity period, and beneficiary as required by the tender documents. The guarantee letter or insurance guarantee certificate must not be signed before the procuring entity issues the tender documents; it must not be signed before the signing of the joint venture agreement in the case of a joint venture; and it must not include conditions that are disadvantageous to the Investor or the procuring entity (including failure to meet the commitments as stipulated in Form No. 04(a), Form No. 04(b) Chapter IV - Tender Forms);
- d) The bidder is not named in two or more bids as the main bidder (independent bidder or member of a joint venture). In the case of a tender package divided into several independent parts, the bidder shall not be named in two or more bid submissions as the main bidder for the part in which the bidder participates;
- e) In the case of a consortium, the consortium agreement must be signed and sealed (if any) by the legally authorized representatives of each member of the consortium, and the agreement must clearly state the specific work content and estimated corresponding value that each member of the consortium will perform according to Form No. 03, Chapter IV - Tender Forms. The division of work within the consortium must be based on the items listed in the tender price list of goods specified in Forms No. 05(a1), 05(a2) and 05(a3), Chapter IV - Tender Forms, and related services specified in Forms No. 05(b1) and No. 05(b2), Chapter IV - Tender Forms, and work not belonging to these items may not be divided. If the scope of supply only includes a single unit of goods (one item, one piece, etc.) and no related services, the contractor is not allowed to form a joint venture with another contractor; if the contractor still forms a joint venture, the joint venture agreement will be considered invalid, and the contractor will be disqualified.
- g) The bidder is not currently under a bidding ban;
- h) The bidder ensures eligibility as stipulated in Section 4 of the Bidding Documents.

Bids with valid bids will be further considered and evaluated regarding their capacity and experience.

Section 2. Evaluation Criteria for Capacity and Experience

2.1. Evaluation Criteria for Capacity and Experience

The evaluation criteria for capacity and experience are implemented according to Table 01 (for bidders who are not manufacturers of goods within the scope of the tender package) or Table 02 (for bidders who are manufacturers of goods within the scope of the tender package); a bidder is considered to have met the capacity and experience criteria when all evaluation criteria are met. The capacity and experience of subcontractors will not be considered when evaluating the bid of the main contractor. The main contractor itself must meet the evaluation criteria for capacity and experience.

Do not require bidders to have previously completed one or more contracts with a procurement agency of a specific country or territory, or to have experience supplying goods or services within that country or territory, as criteria for disqualifying bidders.

In cases where pre-qualification has been applied, if a bidder's capacity and experience change compared to the information declared in the pre-qualification application, the bidder must update their capacity and experience; if there is no change, the bidder must provide a written commitment that they still meet the requirements for the bid. If the bidder's capacity at the time of bid closing does not meet the requirements for

the bid according to the evaluation criteria stated in the pre-qualification invitation, the bidder's bid will be disqualified.

In cases where pre-qualification is not applied to the tender package, the assessment of capacity and experience shall be carried out according to the evaluation criteria specified in Table 01 (for bidders who are not manufacturers of goods within the scope of the tender package) or Table 02 (for bidders who are manufacturers of goods within the scope of the tender package). A bidder shall be considered to have met the capacity and experience requirements when all evaluation criteria are met.

If the currency stated in similar contracts or payment confirmations from the Employer for completed goods supply contracts, or tax declarations or financial statements, or other related documents proving the bidder's capacity and experience, is not the currency stated in the Table of Capacity and Experience Evaluation Criteria in the corresponding Tender Documents, then when preparing the bid, the bidder must convert it to the corresponding currency stated in the Tender Documents to serve as the basis for evaluating the bid. The conversion shall be carried out as follows:

- Time of determining the exchange rate: ___ [For annual revenue or information on the contractor's financial situation during the year, apply the exchange rate published on the last day of that year;

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

- Basis for determining the exchange rate: ___ [Specify the basis for determining the exchange rate, usually the selling rate of a commercial bank operating in Vietnam].

- Intermediate currency: _____ [Specify the intermediate currency used to convert from other currencies to the converted currency in cases where there is no direct exchange rate between the converted currency and the currencies mentioned in similar contracts, financial statements, and related documents proving the contractor's capacity and experience. In this case, additional information on the formula for determining the exchange rate through the intermediate currency (selling rate, buying rate, etc.) should be specified].

If the contractor's conversion is inaccurate, the procuring entity must correct it accordingly to serve as the basis for evaluation.

If the bidding contractor is a parent company (e.g., a corporation) that mobilizes its subsidiaries or affiliated companies to perform part of the work of the tender package, the contractor must specifically declare the work assigned to its subsidiaries or affiliated companies according to Form No. 14, Chapter IV - Tender Forms. The evaluation of experience in performing similar contracts will be based on the value and volume of work undertaken by the parent company, subsidiaries, or affiliated companies within the tender package..

Form no 01

EVALUATION CRITERIA FOR COMPETENCIES AND EXPERIENCE

(For contractors who are not manufacturers(1) of goods within the scope of the tender package)

Competency and experience criteria			Requirements to be followed			Documents to be submitted
TT	Describe	Request	Independent contractor	Joint venture contractor		
				Total of consortium members	Each member of the consortium	
1	History of contract failures due to contractor errors	From January 1, 2023 to the bid closing date, the contractor has no uncompleted contracts due to the contractor's fault (3).	This requirement must be met.	Not applicable	This requirement must be met.	Form No. 08
2	Fulfilling tax obligations	Tax obligations(4) for the most recent fiscal year before the	This requirement	Not applicable	This requirement must be met.	Commitment in the bid

		bid closing date have been fulfilled.	must be met.			
3	The ability to provide warranty, maintenance, upkeep, repair, spare parts or other after-sales services⁽¹¹⁾	<p>The contractor must demonstrate its ability to fulfill warranty, maintenance, upkeep, repair, spare parts supply, or after-sales service obligations in one of the following ways:</p> <ul style="list-style-type: none"> - The contractor commits to having the capacity to independently fulfill warranty, maintenance, upkeep, repair, spare parts supply, or after-sales service obligations as required by the tender documents. - The contractor signs a framework contract with a unit capable of fulfilling warranty, maintenance, upkeep, repair, spare parts supply, or after-sales service obligations as required by the tender documents. 	This requirement must be met.	This requirement must be met.	Not applicable	Contractor's commitment or preliminary contract

Form no 02

EVALUATION CRITERIA FOR COMPETENCIES AND EXPERIENCE

((For contractors who are manufacturers(1) of goods within the scope of the tender package)

Competency and experience criteria			Requirements to be followed			Documents to be submitted
TT	Describe	Request	Independent contractor	Joint venture contractor		
				Total of consortium members	Each member of the consortium	
1	History of contract failures due to contractor errors	From January 1, 2023(2) to the bid closing date, the contractor has no unfinished contracts due to the contractor's fault(3).	This requirement must be met.	Not applicable	This requirement must be met.	Form No. 08
2	Fulfilling tax obligations	Tax obligations(4) for the most recent fiscal year before the bid closing date have been fulfilled.	This requirement must be met.	Not applicable	This requirement must be met.	Commitment in the bid

3	Ability to provide warranty, spare parts or other after-sales services⁽⁸⁾	<p>The contractor must demonstrate its ability to fulfill warranty obligations, supply spare parts, or provide after-sales services in one of the following ways:</p> <ul style="list-style-type: none"> - The contractor commits to having the capacity to independently fulfill warranty obligations, supply spare parts, or provide after-sales services as required by the tender documents. - The contractor signs a framework agreement with a unit capable of fulfilling warranty obligations, supplying spare parts, or providing after-sales services as required by the tender documents. 	This requirement must be met.	This requirement must be met.	Not applicable	Contractor's commitment or preliminary contract
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2.2. Criteria for evaluating key personnel: Not applicable

Section 3. Technical Evaluation Criteria (Attached File)

Use the criteria: Pass/Fail

The technical requirements are specified in the table below.

Review content		Standard
1. Characteristics and specifications of the goods		
Characteristics and specifications of the goods	The characteristics and specifications of the goods meet the requirements of the bidding documents as stipulated in Chapter V.	Pass
	The characteristics and specifications of the goods do not meet the requirements of the bidding documents as stipulated in Chapter V.	Fail
2. Goods delivery schedule		
Bảng tiến độ cung cấp hàng hóa hợp lý, khả thi phù hợp với đề xuất kỹ thuật và đáp ứng yêu cầu của HSMT.	The goods delivery schedule is reasonable, feasible, and consistent with the technical proposal and meets the requirements of the tender documents.	Pass
	There is no goods delivery schedule, or the existing schedule is unreasonable, impractical, or inconsistent with the technical proposal.	Fail
3. Warranty require		
Warranty 90 days warranty from the date of delivery.	warranty \geq 90 days warranty from the date of delivery	Pass
	No Warranty or Warranty $<$ 90 days warranty from the date of delivery	Fail
4. Quality assessment		
Quality assessment	A quality assessment report on the sandpaper used at Plant 2 confirms that it largely meets the requirements for product surface quality, production conditions, and polishing equipment at Plant 2.	Pass
	There is no quality assessment report for the sandpaper used at Plant 2. Or, if there is a quality assessment report for the sandpaper used at Plant 2, it will not meet most of the requirements regarding product surface quality, production conditions, and polishing equipment of Plant 2.	Fail

Note:

- (1) The contractor is evaluated as technically qualified when all criteria are evaluated as satisfactory or acceptable. If the contractor fails to meet any of

the criteria, it will be evaluated as unsatisfactory and will not be considered for the next evaluation step.

Section 4. Financial Evaluation Criteria

Choose a financial valuation method: The lowest price method

The lowest price is determined as follows:

Step 1. Determine the bid price.

Step 2. Correct errors (as specified in Note (1)).

Step 3. Adjust discrepancies (as specified in Note (2)).

Step 4. Determine the bid price after correcting errors, adjusting discrepancies, and deducting discounts (if any).

Step 5. Convert the bid price to the common currency (if any).

Step 6. Determine the preferential margin (if any) according to ITB.

Step 7. Ranking of bidders: The bidder with the lowest bid price including taxes, fees, and charges after correcting errors, compensating for discrepancies, deducting discounts (if any), and adding the preferential margin (if any) will be ranked first.

Section 5. Alternative technical proposals in the bid documents (if any):

Not applicable

Section 6. If the tender is divided into independent parts (if any):

Not applicable

Chapter III. INVITATION TO BID AND BIDDING FORM

SCOPE OF GOODS SUPPLY

(Applies to lump-sum contracts)

The investor must provide a detailed list of the goods required. This list should clearly state the items, including the required quantities and types, along with detailed descriptions and explanations (if necessary).

No	Product catalog	Unit	Quantity	Product description	Requirements regarding the origin of goods (if any)	Delivery location	Delivery date	
							Earliest delivery date <i>[Specify the number of days: from the effective date of the contract or from the date the client requests delivery in the case of multiple deliveries]</i>	Latest delivery date <i>[Specify the number of days: from the effective date of the contract or from the date the client requests delivery in the case of multiple deliveries]</i>
1	Sanding belt P120 (2650x3050) mm	pcs	100	According to the provisions of Chapter V.		CIF Da Nang port, Vietnam (According to Incoterm 2020)	10	30
2	Sanding belt P150 (2650x3050) mm	pcs	50	According to the provisions of Chapter V.		CIF Da Nang port, Vietnam (According to Incoterm 2020)	10	30

3	Sprint insert (70x298) mm, Soft	pcs	100	According to the provisions of Chapter V.		CIF Da Nang port, Vietnam (Accordi ng to Incoterm 2020)	10	30
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BID GUARANTEE

(Applicable to independent contractor)

Beneficiary (Guarantor): ___ *[Record the name and address of the Investor as stipulated.]*

Guarantee issuance date : ___ *[Record the date the guarantee was issued.]*

BID GUARANTEE number: ___ *[Record the summary number of the Bid Guarantee]*

Guarantor: ___ *[Include the name and address of the publisher, if this information is not already shown in the title on the printed paper.]*

We have been informed that the Guaranteed Party is ___ *[Name of Contractor]* (hereinafter referred to as "Contractor") will participate in the bidding to execute the contract package ___ *[Name of contract package]* under the project/procurement plan ___ *[Name of project/procurement plan]* according to Invitation to Bid/ E-TENDER NOTICE No. ___ *[Summary number of Invitation to Bid/ E-TENDER NOTICE]*.

We hereby pledge to Beneficiary that we guarantee of Contractor with an amount of ___ *[specify the value in numbers, words, and currency]*.

This guarantee is valid for ___ days, starting from ___ day of ___ month of ___ year.

At the Contractor's request, we, as the Guarantor, undertake to pay the Beneficiary an amount of ___ *[specify the value in numbers, words, and currency]* upon receipt of written notification from the Beneficiary of the Contractor's breach in the following circumstances:

1. After the bidding deadline and during the validity period of the E- BIDDING DOCUMENTS, if the bidder withdraws the E- BIDDING DOCUMENTS in writing or refuses to perform one or more of the proposed works in the E- BIDDING DOCUMENTS as required by the E-tender documents;
2. Contractor's actions violate the provisions of Article 16 of the Law on Bidding or other laws on bidding, resulting in the cancellation of the bid;
3. Contractor failed to provide a performance guarantee as required by Article 68 of the Law on Bidding;
4. Contractor fails to conduct or refuses to verify documents within 05 working days from the date of receiving the notice inviting document verification, or has verified the documents but refuses or does not sign the document verification minutes, except in cases of force majeure;
5. Contractor fails to proceed with or refuses to finalize the contract or framework

agreement within 10 days from the date of receiving the notification of winning the bid from the Investor, except in cases stipulated in Clause 4, Article 34 of Decree No. 214/2025/ND-CP or in cases of force majeure;

6. Contractor fails to proceed with or refuses to sign the contract or framework agreement within 10 days of the contract or framework agreement's completion, except in cases of force majeure.

In the event that the Contractor wins the bid, this guarantee will expire immediately upon the Contractor signing the contract and submitting the performance guarantee to the Beneficiary as agreed in that contract.

In the event that the bidder is not awarded the contract, this guarantee will expire immediately upon our receipt of a copy of the notification of the bid selection results or 30 days from the expiration date of the E- BIDDING DOCUMENTS, whichever comes first.

Any claim under this guarantee must be submitted to our office on or before the last day of this guarantee's validity. We undertake to unconditionally and irrevocably pay the Employer any amount within the limits of the aforementioned guarantee upon the Employer's request for compensation.

Legal representative of the bank

[Write name, title, signature, and seal.]

CONTRACTOR INFORMATION DECLARATION*(in cases where the contractor is not the manufacturer of the goods covered by the tender)*

1. Contractor's name: ____ <i>[Please provide the contractor's full name]</i>
2. Country where the contractor is registered: ____ <i>[Specify the name of the country where the contractor is registered]</i> Place where the contractor registers for business and operations: ____ <i>[Specify the name of the province/city and country where the contractor registers for business and operations]</i>
3. Year of establishment: ____ <i>[enter the contractor's year of establishment]</i>
4. Address in the country of registration: ____ <i>[enter the contractor's address in the country of registration]</i>
5. Information about the contractor's legal representative: Name: _____ Address: _____ Phone/fax no: _____ Email address: _____
6. Attached is a copy of one of the following documents: Certificate of Business Registration, Certificate of Household Business Registration, Establishment Decision, or equivalent document issued by the competent authority of the country where the contractor operates.
7. Describe the contractor's organizational structure.

**CONTRACTOR INFORMATION DECLARATION***(in cases where the contractor is the manufacturer of the goods covered by the tender)*

1. Contractor's name: ____ <i>[Please provide the contractor's full name]</i>
2. Country where the contractor is registered: ____ <i>[Specify the name of the country where the contractor is registered]</i> Place where the contractor registers for business and operations: ____ <i>[Specify the name of the province/city and country where the contractor registers for business and operations]</i>
3. Year of establishment: ____ <i>[enter the contractor's year of establishment]</i>
4. Address in the country of registration: ____ <i>[enter the contractor's address in the country of registration]</i>
5. Information about the contractor's legal representative: Name: _____ Address: _____ Phone/fax no: _____ Email address: _____
6. Production capacity: _____ <i>[Insert information demonstrating the contractor's production capacity, such as: number of factories, production scale, minimum capacity, maximum capacity according to design, actual capacity currently in operation... to demonstrate the ability to meet the requirements regarding quantity, volume, and delivery time specified in the tender documents]</i>
7. Attached is a copy of one of the following documents: Certificate of Business Registration, Certificate of Household Business Registration, Establishment Decision, or equivalent document issued by the competent authority of the country where the contractor operates.
8. Describe the contractor's organizational structure.

CONTRACTOR-FREE CONTRACT
(Applicable to commercial contractor)

Contractor's name: _____ [Write the full name of the contractor.].

Information for each contract, each contract must ensure the following information is included:

Name and contract number	<i>[Write the full name of the contract and the contract number.]</i>	
Contract signing date	<i>[Record the day, month, and year.]</i>	
Completion date	<i>[Record the day, month, and year.]</i>	
Contract price	<i>[Record the total contract price according to the amount and currency agreed upon.]</i>	
If the contractor is a member of a consortium, briefly state the portion of work undertaken within the consortium and the value of the contract portion undertaken by the contractor.	<i>[Summarize the scope of work undertaken within the consortium.]</i>	<i>[Record the percentage of the contract value of the portion undertaken within the total contract price; the amount and currency signed]</i>

Project/Procurement Budget Name:	<i>[Enter the full name of the project/procurement plan for which the contract is being declared.]</i>	
Investor's Name:	<i>[Write the full name of the Investor in the contract being declared.]</i>	
Add: Phone/fax: E-mail:	<i>[Please provide the full current address of the Investor.]</i> <i>[Include telephone and fax numbers, including country and area codes.]</i> <i>[Enter your email address]</i>	
Describe the similarity characteristics as prescribed.		
1. Type of goods	<i>[record the information in the contract.]</i>	
2. Types and sectors of goods	<i>[Record information about the type and field, if applicable.]</i>	
3. HS Code	<i>[Include the HS code information if available.]</i>	
4. Regarding the value of the completed contract.	<i>[Record the actual contract value performed based on the value of the contract acceptance and liquidation.]</i>	
5. Regarding the scale of implementation	<i>[record the information in the contract.]</i>	

DECLARATION OF GOODS PRODUCTION CAPACITY*(Applicable to contractors who are manufacturers.)*Contractor's name: _____ *[Write the full name of the contractor.]*Number of factories and production facilities (collectively referred to as factories): _____
[Fill in the number of factories]

For each plant, the contractor shall declare the following information:

Factory name:	<i>[Write the name of the factory.]</i>
Address:	<i>[Write the name of the factory.]</i>
Total investment:	<i>[Record the total investment amount.]</i>
Design capacity:	<i>[Record the design capacity]</i>
Actual capacity:	<i>[Record the production capacity for the most recent year.]</i>
The highest production output for a month or a year within the last 5 years prior to the bidding deadline.	<i>[Record the highest production output for one month or one year.]</i>
Production standards:	<i>[Specify the applicable production standards, if any.]</i>
Number of workers currently employed:	<i>[Record the total number of workers currently employed at the factory.]</i>

Note:

In the case of a consortium, each member of the consortium shall declare using this Form.

The contractor must attach documents proving its capacity to produce the goods declared in this Form.

KEY PERSONNEL PROPOSAL TABLE

Contractors must declare key personnel as stipulated in Section 2.2, Chapter III - Bid Evaluation Criteria and must demonstrate their ability to mobilize these personnel to participate in the execution of the contract. Key personnel may be on the contractor's payroll or mobilized by the contractor. If the key personnel declared by the contractor in the bid do not meet the requirements of the tender documents, the procuring entity allows the contractor to clarify, change, or supplement key personnel to meet the requirements of the tender documents within a suitable timeframe. For each substituted personnel, the contractor may only replace them once. If the contractor does not have replacement personnel that meet the requirements of the tender documents, the contractor's bid will be disqualified. If the contractor makes false declarations, the contractor will be assessed as fraudulent, will not be allowed to replace personnel, and the contractor's bid will be disqualified.

No	Full name	Job position
1	<i>[The contractor selects key personnel from its database.]</i>	<i>[Specify the job responsibilities in the tender package.]</i>
2		
...		

PROFESSIONAL RESUME OF KEY PERSONNEL

Human Resources Information						Current job					
No	Name	ID card/Citizen ID card/Passport	position	Date of birth	Certificates/Professional Qualifications	Name of employer	Employer's address	Job title	Number of years working for the current employer	Contact person (Head of Department /HR Officer)	Telephone/Fax/ Email
1	<i>[Name of key personnel 1]</i>										
2	<i>[Name of key personnel 2]</i>										
...											
n	<i>[Name of key personnel n]</i>										

The contractor must attach certified copies of relevant diplomas and certificates.

TABLE OF PROFESSIONAL EXPERIENCE OF KEY PERSONNEL

No	Key personnel names	From the date	Until the day	Company/Project/Position/Relevant professional and management experience
1	[Name of key personnel 1]
2	[Name of key personnel 2]			
...	...			

CONTRACT NOT COMPLETED DUE TO CONTRACTOR'S PAST FAULT ⁽¹⁾

Contractor's name: _____

Date: _____

Name of member of the joint venture contractor (if any): _____

Contracts that were not completed due to past contractor errors as stipulated in Section 2.1, Chapter III - Bid Evaluation Criteria

- There have been no uncompleted contracts due to contractor's fault since January 1st, ____ [specify year] as stipulated in the Evaluation Criteria for Capacity and Experience under Section 2.1, Chapter III - Bid Evaluation Criteria.
- There are contracts that were not completed due to the contractor's fault as of January 1st, ____ [specify year] as stipulated in the Evaluation Criteria for Capacity and Experience under Section 2.1, Chapter III - Bid Evaluation Criteria.

year	Uncompleted portion of the contract	Contract description	Total contract value (value, currency type, and conversion to appropriate currency)
		Contract description: _____ Investor's Name: _____ Add: _____ Reasons for not fulfilling the contract.: _____	

Note:

(1) Contractors must accurately and truthfully declare any past contracts that were not completed due to their own fault. If the procuring entity discovers that a contractor has past contracts that were not completed due to their own fault but has not declared them, the contractor will be considered to have committed fraud, and their bid will be disqualified. In the case of a consortium, each member of the consortium must declare using this form.

CONTRACTOR'S FINANCIAL SITUATION ⁽¹⁾

Contractor's name: _____

date: _____

Name of member of the joint venture contractor (if any): _____

The contractor's fiscal year runs from ___ day of ___ month to ___ day of ___ month.

Financial data for the most recent years as required by the tender documents. ⁽²⁾:

year: ___ year: ___ year: ___

Total assets			
Total debt			
Net worth			
Annual revenue (excluding VAT)			
Average annual revenue (excluding VAT)⁽³⁾			
Profit before tax			
Net profit after tax			

Attached are copies of the financial statements for the years mentioned above, complying with the following conditions:

1. Reflecting the financial situation of the contractor or joint venture member (if a joint venture contractor) and not the financial situation of an affiliated entity such as a parent company, subsidiary, or affiliated company of the contractor or joint venture member.

2. The financial statements must be complete and fully comply with the regulations of the country where the contractor is registered.

3. For foreign contractors, the financial statements must be audited. For domestic contractors, the financial statements must correspond to the completed accounting periods, accompanied by a copy of one of the following documents:

- Minutes of tax settlement inspection;
- Self-assessment tax return (value-added tax and corporate income tax) with confirmation from the tax authority regarding the date of submission;
- Documents proving that the contractor has filed tax returns electronically;
- Confirmation document from the tax authority (confirming the total amount paid for the entire fiscal year) regarding the fulfillment of tax obligations;
- Audit report (if any);
- Other documents.

DELIVERY SCHEDULE

The contractor proposes a delivery schedule that conforms to the delivery schedule requirements stipulated in Chapter V - Scope of Supply.

No	Product catalog	Unit of measurement	Mass	Project location	Delivery date proposed by the contractor [specify the number of days from the effective date of the contract]
1	Sanding belt P120 (2650x3050) mm	pcs	100	CIF Da Nang port, Vietnam (According to Incoterm 2020)	
2	Sanding belt P150 (2650x3050) mm	pcs	50	CIF Da Nang port, Vietnam (According to Incoterm 2020)	
3	Sprint insert (70x298) mm, Soft	pcs	100	CIF Da Nang port, Vietnam (According to Incoterm 2020)	

Form no 13

SUMMARY TABLE OF BIDDING PRICES**I. Summary of bid prices for lump-sum contracts**

No	Content	Bid price
1	Goods are manufactured and processed in Vietnam.	(M1)
2	Goods that were manufactured or processed abroad have been imported and are now being offered for sale in Vietnam.	(M2)
3	The goods are manufactured and processed abroad and will be imported into Vietnam.	(M3)
4	Related services	(I)
	Total bid price (Transfer to the bid form)	(M1) + (M2) + (M3) + (I)

Form no 13(a1)

BIDDING PRICE LIST FOR GOODS

(Applicable to lump-sum contracts)

I. Goods are manufactured and processed in Vietnam.

1	2	3	4	5	6	7	8	9	10	11	12
No	Product catalog	Unit	Quantity [specify]	Origin [specify country, region,	HS Code	EXW price	EXW price (4x7)	The cost of transportation,	The total amount exclude	Excise tax (if any), VAT	The total price includes

			according to the scope of supply]	code, trademark, manufacturer]			columns)	insurance, and other services (including VAT) for transporting goods to the project site.	excise tax (if any) and VAT (columns 8 and 9).	payable in the event the contract or is awarded the contract	excise tax (if applicable) and VAT (columns 10+11).
Tổng									(M*)		(M1)

Note:

The contractor shall fill in this table in accordance with the Goods List specified in Part 2 - Requirements for Scope of Supply.

For column (5): the contractor shall clearly state the origin, code, brand, and manufacturer of the goods in accordance with the technical proposal.

For column (6): if the contractor knows the HS code of the goods, the contractor shall list it; if the contractor does not know the HS code, leave it blank.

The total amount (M*) excluding excise tax (if any) and VAT is the basis for comparison and ranking of contractors. The value of excise tax (if any) and VAT (column 11) will not be considered in the evaluation process for comparison and ranking of contractors. The proposed winning bid price and contract price must include the value of excise tax (if any) and VAT.

II. Goods that were manufactured or processed abroad have been imported and are now being offered for sale in Vietnam.

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
No	Product catalog	Unit	Quantity [as specified in the scope of supply]	Origin [specify country, region, code, trademark, manufacturer]	HS Code	The unit price includes taxes, fees, and charges related to import.	Taxes, fees, and charges related to the import of a unit of goods	The unit price excludes taxes and fees related to import (columns 7-8).	The price of each item excludes taxes, fees, and charges related to import (column 4x9).	The cost of transportation, insurance, and other services (including VAT) in Vietnam for transporting goods to the project site.	The total amount excludes import taxes, fees, and charges, excise tax (if any), and VAT (columns 10+11).	Taxes, fees, and charges related to imports for each item (column 4 x 8)	Excise tax (if any), VAT	The total amount includes taxes, fees, and charges related to import, excise tax (if any), and VAT (columns 12 + 13 + 14).
Total											(M*)		(M2)	

Note:

The contractor shall fill in this table in accordance with the Goods List specified in Part 2 - Requirements for Scope of Supply.

For column (5): the contractor shall clearly state the origin, code, brand, and manufacturer of the goods in accordance with the technical proposal.

For column (6): if the contractor knows the HS code of the goods, the contractor shall list it; if the contractor does not know the HS code, leave it blank.

The total amount (M*) excluding taxes, fees, and charges related to import, special consumption tax (if any), and VAT is the basis for comparison and ranking of contractors. The value of taxes, fees, and charges related to import (column 13) and special consumption tax (if any), VAT (column 14) will not be considered in the evaluation process for comparison and ranking of contractors. The proposed winning bid price and contract price must include the value of taxes, fees, and charges related to import, special consumption tax (if any), and VAT.

III. The goods are manufactured and processed abroad and will be imported into Vietnam.

1	2	3	4	5	6	7	8	9	10	11	12
No	Product catalog	Unit	Quantity [as specified in the scope of supply]	Origin [specify country, region, code, trademark, manufacturer]	HS Code	Unit CIF ¹ Da Nang port, Vietnam	CIP1 price (column 4x7)	The cost of transportation, insurance, and other services (including VAT) in Vietnam for transporting goods to the project site.	The total amount excludes import-related taxes, fees, and charges, excise tax (if any), and VAT (columns 8 and 9).	Import duties, fees, and charges, excise tax (if any), VAT.	The total amount includes all taxes, fees, and charges related to import, excise tax (if any), and VAT (columns 10+11).
1	Sanding belt P120 (2650x3050) mm	pcs	100								
2	Sanding belt P150 (2650x3050) mm	pcs	50								
3	Sprint insert (70x298) mm, Soft	pcs	100								
Total									(M*)		(M3)

Legal representative of the contractor

[Name, title, signature and seal]

Note:

The contractor shall fill in this table in accordance with the Goods List specified in Part 2 - Requirements for Scope of Supply.

For column (5): the contractor shall clearly state the origin, code, brand, and manufacturer of the goods in accordance with the technical proposal.

For column (6): if the contractor knows the HS code of the goods, the contractor shall list it; if the contractor does not know the HS code, leave it blank.

The total amount (M*) excluding taxes, fees, and charges related to import, special consumption tax (if any), and VAT is the basis for comparison and ranking of contractors. The value of taxes, fees, and charges related to import, special consumption tax (if any), and VAT (column 11) will not be considered in the evaluation process for comparison and ranking of contractors. The proposed winning bid price and the contract price must include the value of taxes, fees, and charges related to import, special consumption tax (if any), and VAT.

Form no 13(b1)

BIDDING PRICE LIST FOR RELATED SERVICES

(Applies to both lump-sum and unit-price contracts)

1	2	3	4	5	6	7	8
---	---	---	---	---	---	---	---

No	Service description	Tender volume	Unit	Location where the service is performed	Service completion date	Bid unit price	Amount (column3x7)
1							
2							
...							
n							
The total bid price for related services includes taxes, fees, and charges (if any). (Transfer to the bid price summary table)							(I)

Form no 13(c1)

PRICE LIST FOR MATERIALS AND SPARE PARTS

(Applicable in cases where the contractor is required to propose their own prices)

1	2	3	4	5	6	7	8
No	Category	Unit	Quantity	Signature, trademark, manufacturer, country of origin	Supplier	The unit price excludes tax.	Total amount (excluding tax) (column 4x7)
Total							
(Do not transfer the values in this table to the bid summary table)							

Legal representative of the contractor

[Name, title, signature and seal]

Note

- The contractor fills in columns (1) to (8). The contractor must propose and bid for materials and spare parts according to the instructions in Section 15.8 of the Contract and Section 5 of Chapter III. - Bid evaluation criteria - The total cost of the above-mentioned materials and spare parts will be added to the contractor's bid price for the purpose of comparing bids, ranking contractors, and as a basis for the Investor's procurement during the contract execution. The contractor is responsible for supplying materials and spare parts as committed, at a price not exceeding the proposed price in this Table during the contract execution.

Part 2. REQUIREMENTS FOR SCOPE OF SUPPLY

Chapter V. SCOPE OF SUPPLY

Section 1. Scope and Schedule of Supply of Goods and Related Services

The scope and schedule of supply of goods and related services included in the Tender Documents must include a description of the goods and services to be supplied as well as the supply schedule.

The information in this Section is to assist bidders in preparing bid price lists according to the corresponding forms specified in Chapter IV - Tender Forms. In addition, the information in this Section and in the price lists serves as a basis for consideration and evaluation in case of changes in the quantity of goods and services as stipulated in Section 40.1 of the Tender Documents.

The Investor/Tender Party shall specify the supply schedule in accordance with:

- (i) the delivery conditions specified in Section 13.6 of the Tender Documents (for example, for EXW, CIP, CIF conditions, the time of delivery is when the goods are delivered to the carrier);
- (ii) the date of contract signing, opening or confirmation of the letter of credit...

1. Scope, delivery schedule, and origin of goods

1.1. Scope, delivery schedule, and origin of goods (in the case of lump-sum contracts)

The procuring entity shall provide a detailed list of the goods required. This list shall specify the goods, including the required quantities and types, and detailed descriptions and explanations (if necessary).

No						Delivery date (according to Incoterms)
----	--	--	--	--	--	--

	Product catalog	Unit of measurement	Mass	Product description ⁽¹⁾	Project location	Earliest delivery date <i>[Specify the number of days from the effective date of the contract]</i>	Latest delivery date <i>[Specify the number of days from the effective date of the contract]</i>
1	Sanding belt P120 (2650x3050) mm	pcs	100		CIF Da Nang port, Vietnam	10	30
2	Sanding belt P150 (2650x3050) mm	pcs	50		CIF Da Nang port, Vietnam	10	30
3	Sprint insert (70x298) mm, Soft	pcs	100		CIF Da Nang port, Vietnam	10	30

2. Related services and completion schedule⁽¹⁾

The contracting authority lists the related services to be performed under the following table.:

No	Service description	Tender volume	Mass	Location where the service is performed	Service completion date ⁽²⁾
1	Record the service details. 1				
2	Record the service details. 2				
...					
n	Record the service details. n				

Note:

(1) If the tender package does not require related services, the procuring entity shall remove this table.

(2) The "Service Completion Date" must be reasonable and consistent with the "Delivery Date" in Clause 1 of this Section.

Section 2. Technical Requirements Attached: Technical Requirements

Part 3. CONTRACT TERMS AND CONTRACT FORM

Chapter VI. GENERAL CONDITIONS OF THE CONTRACT

1. Define	<p>In this contract, the following terms are understood as follows:</p> <p>1.1. "Employer" is the organization specified in the Terms and Conditions;</p> <p>1.2. "Contract" is the agreement between the Employer and the Contractor, expressed in writing, signed by both parties, including appendices and accompanying documents;</p> <p>1.3. "Contractor" is the winning bidder (which may be an independent contractor or a consortium) and is specified in the Terms and Conditions;</p> <p>1.4. "Subcontractor" is a contractor whose name is on the list of subcontractors proposed by the Contractor in the Bid Proposal and to whom the Contractor signs a contract to perform related services;</p> <p>1.5. "Contract documents" are the documents listed in the Contract, including any amendments or supplements to the Contract;</p> <p>1.6. "Contract price" is the total amount stated in the contract for the supply of goods and related services. The contract price includes all costs related to taxes, fees, and charges (if any);</p> <p>1.7. "Day" is a calendar day; "month" is a calendar month; "year" is 365 days;</p> <p>1.8. "Goods" includes machinery, equipment, raw materials, fuel, materials, supplies, spare parts; consumer goods; medical equipment used for medical facilities;</p> <p>1.9. "Related services" includes services such as installation, maintenance, initial repair, installation insurance, repair insurance, or other after-sales services such as training, technology transfer, etc.;</p> <p>1.10. "Completion" means the Contractor's completion of related services in accordance with the terms and conditions stipulated in the Contract;</p> <p>1.11. "Project location" is the location specified in the Terms and Conditions.</p>
2. Contract documents and order of priority	<p>2.1. All documents listed in Section 2.2 of the Terms and Conditions (including parts thereof) shall constitute the Contract to form a unified, mutually reinforcing, complementary, and interpretive whole.</p> <p>2.2. The documents constituting the Contract shall be arranged in the following order of priority:</p> <ul style="list-style-type: none">a) Contract, including its appendices;b) Minutes of contract negotiation and finalization;c) Letter of acceptance of the bid and award of the contract;d) Decision approving the results of the contractor selection;e) Terms and Conditions;g) Bid and clarification documents of the bidder;h) Tender documents and amendments to the tender documents (if any);i) Other documents as stipulated in the Terms and Conditions.
3. Law and language	<p>The governing law of the contract is Vietnamese law, and the language of the contract is specified in the Terms and Conditions of Contract.</p>
4. Notification	<p>4.1. Any notice from one party to the other party relating to the contract must be in writing, addressed to the address specified in the Terms and Conditions. The term "in writing" means the form of communication in writing and evidence of receipt of the information.</p> <p>4.2. A notice from one party shall be deemed effective from the date the other party receives it or the effective date stated in the notice, whichever is later.</p>
5. Contract performance guarantee	<p>5.1. The performance guarantee must be submitted to the Employer no later than the date specified in the Letter of Acceptance of Bid and Contract Award. The performance guarantee shall be provided by submitting a guarantee letter from a domestic credit</p>

	<p>institution or a branch of a foreign bank established under Vietnamese law, and shall be an unconditional guarantee (payable on demand, according to Form No. 17, Chapter VIII - Contract Forms). The performance guarantee shall have the value and validity stipulated in the Terms and Conditions.</p> <p>5.2. The performance guarantee shall be paid to the Employer to compensate for any losses arising from the Contractor's failure to fulfill its contractual obligations.</p> <p>5.3. The performance guarantee must be stated in the currency appropriate to the payment currency and according to Form No. 17, Chapter VIII - Contract Forms.</p> <p>5.4. The repayment period for the performance guarantee shall be as stipulated in the Terms and Conditions.</p>
6. Signing a subcontracting agreement.	<p>6.1. The Contractor shall enter into contracts with subcontractors from the list of subcontractors specified in the Terms and Conditions to perform the related services stated in the Bid. The use of subcontractors shall not alter the Contractor's obligations. The Contractor shall be responsible to the Employer for the quantity, quality, schedule, and other obligations related to the work performed by the subcontractors.</p> <p>The replacement or addition of subcontractors outside the list of subcontractors mentioned in this Section shall only be made for justifiable and reasonable reasons and with the Employer's approval.</p> <p>6.2. The Contractor is responsible for making full and timely payments to subcontractors according to the terms agreed upon between the Contractor and the subcontractor.</p> <p>6.3. The Contractor shall not use subcontractors for any work other than the work declared for use in the Bid..</p>
7. Dispute resolution	<p>7.1. The Investor and the Contractor are responsible for resolving disputes arising between the two parties through negotiation and mediation.</p> <p>7.2. If a dispute cannot be resolved through negotiation and mediation within the time stipulated in the Terms and Conditions of Agreement from the date the dispute arises, either party may request that the dispute be submitted to a resolution mechanism as stipulated in the Terms and Conditions of Agreement.</p>
8. Scope of supply	<p>The goods and related services must be provided in accordance with the provisions of Chapter V - Scope of Supply.</p>
9. Delivery schedule, completion dates for related services (if any), and supporting documentation.	<p>Delivery schedules and completion dates for related services (if any) must comply with the provisions of Section 1, Chapter V - Scope of Supply. The contractor must provide invoices and other supporting documents as required by the Terms and Conditions.</p>
10. Contractor's Responsibilities	<p>The contractor shall provide all goods and related services (if any) within the scope of supply specified in Section 8 of the Terms and Conditions and according to the delivery schedule and completion schedule for related services specified in Section 9 of the Terms and Conditions.</p>
11. Contract type and contract price	<p>11.1. Contract type: as stipulated in the Terms and Conditions.</p> <p>11.2. The contract price stipulated in the Terms and Conditions is the total cost to complete the supply of goods and related services of the tender package as stated in the Contract Price List, based on ensuring the progress and quality in accordance with the requirements of the tender package.</p>
12. Taxes, fees, charges and tax adjustments	<p>12.1. If the goods are manufactured abroad, the Contractor shall be responsible for all costs of taxes, fees, and charges incurred abroad.</p>

	<p>12.2. If the goods are manufactured domestically, the Contractor shall be responsible for all costs of taxes, fees, and charges incurred until the goods are delivered to the Investor.</p> <p>12.3. If the Contractor is eligible for tax, fee, and charge exemptions or reductions in Vietnam, the Investor shall provide maximum support to the Contractor in applying these exemption or reduction policies.</p> <p>12.4. If the Contractor is a foreign contractor and incurs contractor tax in Vietnam, the payment of foreign contractor tax shall be carried out in accordance with the provisions of the Terms and Conditions of Contract.</p> <p>12.5. Tax adjustments shall be carried out in accordance with the provisions of the Terms and Conditions of Contract.</p>
13. Advance payment	<p>13.1. The Employer shall provide the Contractor with an advance payment as stipulated in the Terms and Conditions, after the Contractor submits an advance payment guarantee equivalent to the advance payment amount. The advance payment guarantee must be issued by a domestic credit institution or a branch of a foreign bank established under Vietnamese law, a domestic non-life insurance company, or a branch of a foreign non-life insurance company established under Vietnamese law, and shall remain valid until the advance payment is fully repaid; the value of the advance payment guarantee shall be gradually reduced as the Contractor repays the advance payment. No interest shall be charged on the advance payment.</p> <p>13.2. The Contractor may only use the advance payment for the performance of the Contract. The Contractor must demonstrate that the advance payment has been used for the correct purpose and for the correct object by submitting copies of invoices, receipts, or related documents to the Employer.</p>
14. Payment	<p>14.1. The Contractor's payment request must be submitted to the Employer in writing, accompanied by invoices describing the goods delivered and related services rendered, along with supporting documents as stipulated in Article 9 of the Terms and Conditions, and must be submitted only after all other obligations stipulated in the contract have been fulfilled.</p> <p>14.2. Payment shall be made in accordance with the Terms and Conditions.</p> <p>14.3. The currency of payment shall be the currency specified in the Tender Documents and the Contractor's Bid.</p>
15. Copyright	<p>Copyright in all drawings, documents, and records containing information and data submitted by the Contractor to the Employer remains with the Contractor. If such drawings, documents, and records are provided to the Employer directly or through the Contractor by a third party, copyright in those drawings, documents, and records belongs to that third party.</p>
16. Use documents and information related to the contract.	<p>16.1. The Employer and the Contractor shall maintain confidentiality of any documents, data, or other information relating to the contract provided directly or indirectly by one party to the other, and shall not disclose such documents, data, or information to third parties without the written consent of the other party, whether such documents, data, or information are provided before, during, or after the completion or termination of the contract. The Contractor may transfer relevant documents, data, and information provided by the Employer to subcontractors for the subcontractor to perform their work under the contract; in this case, the subcontractor must provide a commitment to the Contractor regarding the confidentiality of such documents, data, or information.</p> <p>16.2. The Employer shall not use any documents, data, and other information received from the Contractor for any purpose other than that related to the contract. The Contractor shall not use any documents, data, and other information received from the Employer for any purpose other than the performance of the contract.</p> <p>16.3. The obligations of the Employer and the Contractor as stipulated in Sections 16.1 and 16.2 of the Terms and Conditions do not apply to the following information:</p> <p>a) Information that the Employer or the Contractor needs to provide to competent authorities;</p>

	<p>b) Information that has been or will be disclosed through no fault of the Employer or the Contractor;</p> <p>c) Information owned by one party at the time of disclosure and prior to that which was not directly or indirectly provided by the other party;</p> <p>d) Information that one party legally receives from a third party with no obligation to maintain confidentiality.</p> <p>16.4. The provisions in Section 16 of the Terms and Conditions do not alter any confidentiality commitments made by a party prior to the date of signing the contract relating to the provision of goods or services.</p> <p>16.5. The provisions in Section 16 of the Terms and Conditions continue to be in effect after the completion or termination of the contract for any reason.</p>
17. Specifications and standards	<p>Goods and related services provided under the contract shall comply with the specifications and standards set forth in Section 2, Chapter V - Scope of Supply; if no specifications or standards are applicable in Section 2, Chapter V, then equivalent or higher specifications and standards applicable in the country or territory of origin shall be applied.</p>
18. Packaging goods	<p>18.1. The contractor must properly package the goods to prevent damage during transportation to the project site as stipulated in the contract. During transportation, the packaging must be strong enough to withstand strong impacts, extreme temperatures (high or low), saltwater, rain, and outdoor conditions. The dimensions and weight of each package must take into account transportation conditions such as distance, means of transport, infrastructure conditions, etc., from the point of origin to the project site.</p> <p>18.2. The packaging, labeling of goods, and documents inside and outside the packages must comply with the specific requirements in the contract, including any requirements (if any) stipulated in the Terms and Conditions and other instructions from the Employer.</p>
19. Insurance	<p>Unless otherwise provided in the Terms and Conditions, goods supplied under the contract shall be fully insured against any loss or damage that may occur during production or receipt, transportation, storage and delivery in accordance with the applicable Incoterms or as provided in the Terms and Conditions.</p>
20. Transportation and related services	<p>20.1. Unless otherwise provided in the Terms and Conditions, the responsibility for transporting the goods shall be in accordance with the Incoterms delivery conditions.</p> <p>20.2. The Employer may require the Contractor to provide one or more of the following services, including those (if any) as stipulated in the Terms and Conditions:</p> <ul style="list-style-type: none"> a) On-site installation or supervision of installation, commissioning of goods; b) Provision of necessary tools for assembling and maintaining the goods; c) Provision of detailed operating and maintenance documentation for each type of goods; d) Operation, supervision, maintenance, or repair of the goods within the period agreed upon by the parties, provided that this service does not exempt the Contractor from any warranty obligations under this contract; e) Training of the Employer's personnel on how to install, commission, operate, maintain, and repair the goods. <p>20.3. In the event of services provided outside the contract, the Investor and the Contractor shall negotiate the cost of these services, ensuring that it does not exceed the price the Contractor applies for similar services in other contracts.</p>
21. Inspect and test goods	<p>21.1. The Contractor shall conduct all tests and inspections of the goods and services in accordance with the Terms and Conditions of Contract and shall bear all costs of testing and inspection.</p> <p>21.2. Testing and inspection may be conducted at the Contractor's premises or at another premises at the delivery site, and/or project site, or at any other location as specified in the Terms and Conditions of Contract. In accordance with Section 21.3 of the Terms and Conditions of Contract, if conducted at the Contractor's premises or at another premises, the inspectors shall be provided with all necessary means and</p>

	<p>support, including access to drawings and production data; the Employer shall not bear any costs for such means and support.</p> <p>21.3. 21.3. The Employer or its representative has the right to attend the tests and inspections stipulated in Section 21.2 of the Terms and Conditions, provided that the Employer bears all costs incurred in attending, including travel and accommodation expenses.</p> <p>21.4. Before conducting any tests or inspections, the Contractor shall notify the Employer of the location and time of the tests or inspections. If third-party or manufacturer approval is required for the Employer to participate in the tests or inspections, the Contractor shall obtain written consent from these parties.</p> <p>21.5. The Employer may request the Contractor to conduct tests or inspections outside of the contract, provided that such tests and inspections are necessary to confirm that the goods meet the technical specifications and performance requirements of the contract, provided that the reasonable costs of conducting such tests or inspections are added to the contract price. In the event that testing or inspection delays the production schedule and/or the performance of other contractual obligations of the Contractor, the Employer shall consider adjusting the delivery date, the completion date of related services, and other affected obligations.</p> <p>21.6. The Contractor shall submit to the Employer a report of the results of all tests and inspections.</p> <p>21.7. The Employer has the right to reject any goods or parts of goods that do not meet the requirements in the tests or inspections or do not conform to the contractual specifications. The Contractor shall replace them with other goods or parts of goods or make the necessary adjustments to conform to the contractual specifications and shall bear all costs associated with such replacement or adjustment. The Contractor shall then conduct a re-test and inspection and bear all resulting costs, and notify the Employer as stipulated in Section 21.4 of the Terms and Conditions.</p> <p>21.8. The Contractor's performance of testing and inspection of goods or parts of goods, the Employer's or the Employer's or the Employer's representative's attendance at testing and inspection sessions, or the reporting of testing and inspection results as prescribed in Section 21.6 of the Terms and Conditions, does not exempt the Contractor from warranty obligations or other contractual obligations.</p>
<p>22. Penalties and compensation for damages</p>	<p>Penalties for breach of contract and compensation for damages as stipulated in the Terms and Conditions of Contract.</p>
<p>23. Guarantee</p>	<p>23.1. The Contractor guarantees to supply new, unused goods in accordance with the stated proposal.</p> <p>23.2. The Contractor guarantees that the goods will not have defects due to any actions or negligence on the part of the Contractor or due to design, materials, or manufacturing techniques when the goods are used normally under common conditions in Vietnam.</p> <p>23.3. The warranty period and the place of application of the warranty are specified in the Terms and Conditions of Bidding.</p> <p>23.4. In case of discovering defects in the goods, the Employer shall promptly notify the Contractor, along with supporting documentation. The Employer shall facilitate the Contractor's inspection of such defects.</p> <p>23.5. After receiving notification from the Employer regarding defective goods, the Contractor shall promptly repair or replace the defective goods within the time limit specified in the Terms and Conditions of Bidding and bear all repair and replacement costs.</p> <p>23.6. If, after being notified, the Contractor fails to repair the defects in the goods within the time limit stipulated in the Terms and Conditions, the Employer may repair them independently (if necessary). The Contractor shall bear all associated risks and costs.</p>

	The Employer's independent repair of the defects in the goods does not affect the Employer's other rights to the Contractor under the contract.
24. Compensation for patent infringement	<p>24.1. Provided that the Employer complies with Section 24.2 of the Terms and Conditions, the Contractor shall be liable to indemnify and indemnify the Employer and its personnel against any litigation, administrative proceedings, claims, demands, losses, damages, or expenses, including attorneys' fees, arising from any infringement or alleged infringement of patents, utility models, industrial designs, trademarks, copyrights, or other intellectual property rights registered or existing as of the date of signing the contract, where such infringement or alleged infringement relates to:</p> <p>a) The installation of goods by the Contractor or the use of the goods in Vietnam;</p> <p>b) The sale of products manufactured from the goods.</p> <p>The aforementioned indemnification shall not apply to the following cases: use of the goods or any part thereof for purposes other than those stated in the contract or reasonably arising from the contract; 24.1. A breach of contract resulting from the use of goods or any part thereof, or any product manufactured from the goods, in combination with equipment, facilities, or other materials not supplied by the Contractor under the contract.</p> <p>24.2. In the event of litigation or claims against the Employer relating to matters specified in Section 24.1 of the Terms and Conditions, the Employer shall promptly notify the Contractor. The Contractor may, on behalf of the Employer, resolve such litigation or claims or negotiate to resolve such litigation or claims and shall be responsible for the associated costs.</p> <p>24.3. If, within 28 days of receiving notification from the Employer, the Contractor fails to notify the Employer of its intention to resolve such litigation or claims, the Employer shall resolve them independently.</p> <p>24.4. Where required, the Employer shall assist the Contractor in resolving such litigation or claims and shall be reimbursed by the Contractor for all reasonable expenses incurred.</p> <p>24.5. The Employer shall be liable to indemnify and indemnify the Contractor, its subcontractors, and its personnel against any litigation, administrative proceedings, claims, demands, losses, damages, or expenses, including attorneys' fees, arising from or alleged infringement of patents, utility models, industrial designs, trademarks, copyrights, or other registered or existing intellectual property rights as of the date of signing the contract, where such infringement or alleged infringement arises from or relates to any designs, data, drawings, specifications, or documents and records provided or designed by the Employer or on behalf of the Employer.</p>
25. Changes related to legal matters	Unless otherwise stipulated in the contract, from 28 days prior to the bid closing date onwards, if any policy is issued, replaced, amended, or declared invalid in Vietnam that affects the delivery date and/or contract price, the delivery date or contract price shall be adjusted accordingly to the extent of the Contractor's impact on the performance of its contractual obligations. Any increase or decrease in the contract price shall not be paid separately or recognized as a separate liability if such increase or decrease has already been stipulated in Section 11 of the Terms and Conditions.
26. Force majeure	<p>26.1. The Contractor shall not be liable for forfeiture of the performance guarantee, nor be subject to penalties or termination of the contract if force majeure events occur that hinder the progress of the contract or make it impossible to perform its contractual obligations.</p> <p>26.2. In the event of force majeure, the failure of one party to perform any of its obligations shall not be deemed a breach or failure of the Contract, provided that the affected party: (a) has taken reasonable and prudent measures and necessary alternative measures, all for the purpose of performing the terms and conditions of this Contract, and (b) continues to perform its obligations within the scope of the Contract as long as such performance is reasonable and feasible.</p> <p>26.3. In this contract, force majeure is understood as events beyond the control of the parties, unforeseeable and unavoidable, that render the performance of the contract impossible, and which are not caused by negligence or carelessness on the part of the</p>

	<p>parties. Force majeure events may include, but are not limited to, war, riots, strikes, fires, floods, epidemics, quarantine, government policies and regulations, or embargoes.</p> <p>26.4. When a force majeure event occurs, the affected party must promptly notify the other party in writing of the event and its cause within 14 days of the event's occurrence. Simultaneously, the affected party must provide the other party with a certificate of force majeure issued by a competent authority in the location where the event occurred.</p> <p>A contractor affected by a force majeure event shall continue to perform its contractual obligations to the extent permitted by the actual circumstances and shall take all reasonable measures to mitigate the consequences of the force majeure event.</p> <p>26.5. The time limit for a party to complete a work under this Contract shall be extended by a period equal to the period during which that party is unable to perform the work due to the force majeure event.</p>
<p>27. Contract adjustment</p>	<p>27.1. The Employer may request the Contractor to amend or supplement the following contents within the scope of work of the contract:</p> <ul style="list-style-type: none"> a) Changes to drawings, technological designs, or technical requirements in cases where the goods supplied under the contract are custom-ordered for production by the Employer; b) Changes to the method of transport or packaging; c) Changes to the delivery location; d) Changes to related services; e) Adjustments to the contract execution schedule as stipulated in Section 28 of the Terms and Conditions. <p>27.2. If the amendment or supplementation of the contents within the scope of work of the contract as stipulated in Section 27.1 of the Terms and Conditions changes the cost or time of execution of any clause in the contract, the contract price or the delivery date, or the completion date of related services must be adjusted accordingly, and both parties shall amend or supplement the contract. 27.2. The Contractor's request for adjustment of contract price, delivery date, or completion date must be made within 28 days from the date the Contractor receives the Employer's request for amendment or supplementation of the contract's work content.</p> <p>27.3. If the Contractor supplies goods with a new version from the same manufacturer, of the same origin, with technical features, configuration, specifications, etc., equivalent to or better than the version of goods proposed by the Contractor in the Bid and meeting the requirements of the Tender Documents, the Contractor must notify the Employer in writing in advance for the Employer's consideration. In this case, based on the needs of use, the Employer may approve the Contractor's proposal provided that the unit price and other contract conditions remain unchanged.</p> <p>27.4. If related services not mentioned in the contract are required, the Employer and the Contractor shall negotiate to ensure that the unit price is consistent with market prices.</p> <p>27.5. The Employer may request the Contractor to add necessary work items or goods beyond the quantities specified in the contract, but these must be optional additional purchases with a unit price not exceeding the unit price agreed upon in the contract, and in accordance with market prices.</p> <p>27.6. The Employer and the Contractor will conduct negotiations to establish a basis for signing an addendum to the contract in case of contract amendments or additions.</p> <p>27.7. During the contract execution period, the Contractor may propose cost-saving solutions including at least the following:</p> <ul style="list-style-type: none"> a) The content of the solution, explaining the differences from the requirements of the signed contract;

	<p>b) A comprehensive cost-benefit analysis of the solution, including a description and estimate of the costs (including life cycle costs) that may be incurred by the Employer if the Contractor's proposal is accepted;</p> <p>c) The impact of the solution on the effectiveness of contract performance.</p> <p>27.8. The Employer may approve the Contractor's proposal if it demonstrates one of the following benefits without compromising the essential functions of the goods:</p> <p>a) Shortening the delivery time;</p> <p>b) Reducing the contract price or life cycle costs for the Employer;</p> <p>c) Enhancing the quality, efficiency, or sustainability of the goods under the contract;</p> <p>d) Any other benefit to the Employer.</p> <p>If the Contractor's proposal is approved by the Employer and results in a reduction of the contract price, the Employer shall pay the Contractor the proportion specified in the Terms and Conditions for the value of the contract price reduction.</p> <p>If the Contractor's proposal is approved by the Employer and results in an increase in the contract price but a reduction in life cycle costs due to the impact of the factors specified in points a, b, c, and d of this Section, the Employer shall pay the Contractor the value of the increase in the contract price.</p>
<p>28. Adjusting the contract execution schedule.</p>	<p>28.1. During the execution of the contract, if adverse conditions arise that hinder the Contractor or subcontractors from supplying goods and performing related services as stipulated in Section 9 of the Terms and Conditions, the Contractor must promptly notify the Employer in writing of the delay, its cause, and the duration of the delay. Based on the Contractor's notification, the Employer must quickly assess the situation and may consider extending the contract. If the Employer agrees to extend the contract, the parties shall negotiate to establish an addendum to amend or supplement the contract.</p> <p>28.2. Except in cases of force majeure as stipulated in Section 26 of the Terms and Conditions, the Contractor shall be obligated to compensate the Employer for damages incurred in late delivery of goods or completion of related services as stipulated in Section 22 of the Terms and Conditions.</p>
<p>29. Termination of contract</p>	<p>29.1. Termination of Contract Due to Breach</p> <p>a) The Employer may terminate part or all of the contract without prejudice to other remedies for breach of contract by notifying the Contractor in writing of the breach of contract in the following cases:</p> <p>(i) The Contractor is unable to deliver the goods or part of the goods within the time stipulated in the contract, or within the extension period stipulated in Section 28 of the Terms and Conditions;</p> <p>(ii) The Contractor fails to perform any other obligations under the contract;</p> <p>(iii) The Employer determines that the Contractor has violated one of the prohibited acts stipulated in Article 89 of the Law on Bidding during the bidding process or contract performance;</p> <p>b) In the event that the Employer terminates part or all of the contract under point a of this Section, the Employer may procure similar related goods and services as those not yet performed under appropriate terms and methods. The Contractor shall be liable to compensate the Employer for any additional costs arising from the purchase of similar goods and services. However, the Contractor shall continue to perform the portion of the contract that is not terminated.</p> <p>29.2. Termination of Contract Due to Insolvency</p> <p>In the event of the Contractor's bankruptcy or insolvency, the Employer may terminate the contract at any time by giving notice to the Contractor. In such case, the contract shall terminate and the Contractor shall not be liable for compensation provided that</p>

	<p>the termination does not prejudice or affect any prior or subsequent rights of the Employer to sue or remedy.</p> <p>29.3. Discretionary Termination of Contract</p> <p>a) The Employer may at its discretion terminate all or part of the contract at any time by giving notice to the Contractor. The notice must clearly state that the termination of the contract is at the discretion of the Employer, the scope of work performed by the Contractor that is terminated, and the effective date;</p> <p>b) The Employer must accept, in accordance with the contract terms and unit prices, the completed and ready-to-ship portion of the goods within 28 days of the Contractor receiving the notice of contract termination. For the remaining goods, the Employer may choose one of the following two options:</p> <p>(i) Accept the Contractor's completion and delivery of any portion of the goods in accordance with the contract terms and unit prices;</p> <p>(ii) Do not accept delivery and pay the Contractor an agreed amount for the partially completed goods, related services, and raw materials, supplies, and spare parts previously purchased by the Contractor.</p>
30. Restrict exports	<p>In cases where the country or territory supplying the goods or services has trade regulations that restrict exports, making it difficult for the Contractor to fulfill its contractual obligations, the Contractor is not obligated to fulfill its delivery or service obligations, provided that the Contractor provides the Employer with documentation proving that all necessary export procedures have been completed, including obtaining licenses or authorizations for exporting the goods or services as per the contract. In this case, the Employer may terminate the contract with the Contractor.</p>

Chapter VII. SPECIFIC CONDITIONS OF THE CONTRACT

Unless otherwise specified, the entire Terms and Conditions must be fully completed by the Contracting Authority before the tender documents are issued.

ĐKC 1.1	Investor: MDF VRG QUANG TRI WOOD JOINT STOCK COMPANY
ĐKC 1.3	Contractor: ____ [<i>Name of the winning bidder</i>].
ĐKC 1.11	Delivery location: CIF Da Nang Port, Vietnam Installation location: Nam Dong Ha Industrial Zone – Nam Dong Ha Ward – Quang Tri
ĐKC 2.2	The following documents are also part of the contract.: ____
ĐKC 3	The language used in the contract is either "English" or "Vietnamese and English".
ĐKC 4.1	<p>Notifications should be sent to the Investor at the following address:</p> <ul style="list-style-type: none"> - Recipient: Ngo Trong Anh - Address: MDF VRG QUANG TRI WOOD JOINT STOCK COMPANY Quan Ngang Industrial Zone, Gio Linh Ward, Quang Tri Province - Phone: 0905544568 - Email address: anhnt@mdfvrgquangtri.vn
ĐKC 5.1	<ul style="list-style-type: none"> - Contract performance guarantee value: Not required - Validity of the contract performance guarantee: <i>The contract performance guarantee is valid from the effective date of the contract until all goods are delivered, both parties sign the acceptance report, and the Contractor transitions to warranty obligations as stipulated.</i>
ĐKC 5.4	<i>The deadline for returning the performance guarantee is when all goods are delivered and both parties sign the acceptance report.</i>
ĐKC 6.1	List of subcontractors: ____ [<i>List of subcontractors that match the list of subcontractors stated in the bid documents</i>].
ĐKC 7.2	Time for negotiation and mediation: 10 days

	<p>Dispute Resolution:</p> <p>+ When disputes arise during the performance of the Contract, they will be resolved amicably by the parties through negotiation.</p> <p>+ If a resolution cannot be reached, the case may be brought before the Court of the Vietnam International Arbitration Center located in Hanoi according to the provisional rules of procedure issued by the aforementioned Arbitration Committee. The Arbitration Committee's decision will be final and binding on both parties, and the arbitration fees will be borne by the losing party.</p>
ĐKC 9	<p>The contractor must provide the following information and documents:</p> <ol style="list-style-type: none"> 1. Transport documents (negotiable bill of lading, non-negotiable sea waybill, air waybill, rail waybill, road waybill), 2. Contractor's or manufacturer's warranty 3. List of packed goods, 4. Invoice, 5. Certificate of origin issued by the chamber of commerce of the manufacturer's country, confirming the origin of the goods, 6. Certificate of quality,
ĐKC 11.1	Contract type: Lump sum
ĐKC 11.2	Contract price: Fixed
ĐKC 12.4	Foreign contractor tax: none
ĐKC 12.5	Tax adjustment: Permitted. During the execution of the contract, if at the time of payment the tax policy changes (increases or decreases) and the contract stipulates that tax adjustments are permitted, and the contractor can provide documents clearly identifying the resulting tax amount, then the difference due to the tax policy will be adjusted according to the provisions in the contract.
ĐKC 13.1	Advance Payment: Not
ĐKC 14.2	Payment must be made within 30 days of delivery.
ĐKC 18.2	Packaging, labeling of goods, and documents inside and outside the package: Packaging according to export standards.
ĐKC 19	"The scope of insurance is in accordance with the provisions of Incoterms 2020"
ĐKC 20.1	"Responsibility for transporting goods in accordance with CIF delivery terms at Da Nang port, Vietnam, as per Incoterms 2020.
ĐKC 20.2	<p>Services include: as per the attached Technical Requirements - Chapter V And the Employer may require the Contractor to provide one or more of the following services (including services, if any, specified in the detailed terms of the contract):</p> <ol style="list-style-type: none"> a) On-site installation or supervision of installation, inspection and commissioning of goods; b) Provision of necessary tools and equipment for the assembly and maintenance of goods; c) Provision of detailed operating and maintenance manuals for each type of goods; d) Operation or supervision of operation, maintenance or repair of goods for a period agreed upon by the parties, provided that the provision of these services does not exempt any warranty obligations of the Contractor under the Contract; e) Instruction and training of the Employer's personnel on the installation, inspection, operation, maintenance and repair of the Goods.

	In the event that services arise outside the scope of the Contract, the Employer and the Contractor shall negotiate the service costs, ensuring that the price does not exceed the price the Contractor applies for similar services in other contracts.
ĐKC 21.1	Inspection and testing of goods as per Technical requirements Attached - Chapter V
ĐKC 21.2	The inspection and testing of goods were carried out at: Quan Ngang Industrial Zone, Gio Linh Ward, Quang Tri.
ĐKC 22	<p><i>Based on the scale, nature, and requirements of the tender package, this content shall be specified in one of the following ways:</i></p> <p>- <i>Applying both penalties for breach of contract and compensation for damages.</i></p> <p>1. <i>Penalties for breach of contract: ___ [write "Applicable" or "Not applicable"].</i></p> <p>In case of applying penalties for breach of contract, the following shall apply:</p> <p>Except in cases of force majeure as stipulated in Section 26 of the Terms and Conditions, if the Contractor is unable to deliver goods or provide related services within the timeframe stated in the contract, the Employer may deduct from the contract price a penalty amount equivalent to: 0.2%/week (or day, month...) of the value of the delayed goods until the work is performed. The Employer will deduct up to 5%. When the maximum penalty is reached, the Employer may consider terminating the contract as stipulated in Section 29 of the Terms and Conditions.</p> <p>2. <i>Compensation for Damages: Applicable</i></p> <p>- <i>Compensation for damages will be based on the total actual damages incurred;</i></p>
ĐKC 23.3	<p>The warranty period is 9 months from the date of delivery and acceptance.</p> <p>The warranty service location is: MDF MDF QUANG TRI WOOD JOINT STOCK COMPANY</p> <p>Quan Ngang Industrial Park, Gio Linh Ward, Quang Tri Province.</p>
ĐKC 23.5	The repair/replacement period is 20 days.
ĐKC 23.6	
ĐKC 27.8	If a proposed cost-saving solution is approved by the Employer and results in a reduction of the contract price, the Employer will pay the Contractor 5% <i>[specify the payment rate, usually not exceeding 50%]</i> of the contract price reduction.

Chapter VIII. CONTRACT FORMS

This chapter includes forms that, once completed, will become part of the Contract. The Performance Guarantee Form and the Advance Payment Guarantee Form are for the winning bidder to fill out and complete after the contract is awarded.

Form No. 15. Letter of Acceptance of Bid and Award of Contract

Form No. 16. Contract

Form No. 17. Performance Guarantee

Form No. 18. Advance Payment Guarantee

Form no 15

LETTER OF APPROVAL OF BIDS AND AWARD OF CONTRACT

____, day ____ month ____ year ____

To: _____ *[Name and address of the winning bidder] (hereinafter referred to as "the Bidder")*

Subject: *Notification of bid acceptance and contract award*

Based on Decision No. ___ dated ___/___/___ of _____ [Name of the Investor] (hereinafter referred to as "the Investor") approving the results of the contractor selection for the [name and number of the bid package], the Procuring Entity _____ [Name of the Procuring Entity] (hereinafter referred to as "the Procuring Entity") hereby announces: The Investor has approved the bid and awarded the contract to the Contractor for the execution of the _____ [name and number of the bid package. If the bid package is divided into several parts, state the name and number of the part for which the contractor is recognized as the winning bidder] with a contract price of ___ [state the winning bid price in the decision approving the results of the contractor selection] and a contract execution time of ___ [state the contract execution time in the decision approving the results of the contractor selection].

Request The Contractor's legal representative shall finalize and sign the contract with the Employer/Procuring Entity according to the following schedule:

- Contract finalization time: ___ [specify contract finalization time], at location ___ [specify contract finalization location];

- Contract signing time: ___ [specify contract signing time]; at location ___ [specify contract signing location], attached with the draft contract.

The Contractor is requested to provide a performance guarantee according to Form No. 17, Chapter VIII - Contract Forms of the tender documents with the amount of ___ and a validity period of ___ [specify the corresponding amount and validity period as stipulated in Section 5.1 of the Tender Documents].

This document is an integral part of the contract dossier. Upon receiving this document, the Contractor must provide written acceptance to finalize, sign the contract, and provide the performance guarantee as requested above, in which the Contractor must... The contractor commits that its current capacity still meets the requirements of the tender documents. The investor will refuse to finalize and sign the contract with the contractor if it is found that the contractor's current capacity does not meet the requirements for performing the tender package.

If by ___ day ___ month ___ year ___ (1) the contractor does not finalize and sign the contract or refuses to finalize and sign the contract or does not provide the performance guarantee as required above, the contractor will be disqualified and will not receive back the bid security.thầu.

Legal representative of the Contracting Authority

[Name, title, signature and seal]

Attached documents: Draft contract

Note:

(1) Record the time in accordance with the time specified in the Bid Guarantee Form.

(2)

Form no 16

CONTRACT ⁽¹⁾

___, day ___ month ___ year ___

Contract No.: _____

Package: _____ [name of package]

Belongs to project: _____ [name of project]

- Based on (2) ___ (Civil Code No. 91/2015/QH13 dated November 24, 2015);

- Based on (2) ___ (Law on Bidding No. 43/2013/QH13 dated November 26, 2013);

- Based on (2) ___ (Decree No. 95/2020/ND-CP dated August 24, 2020 guiding the implementation of bidding for procurement under the Comprehensive and Progressive Trans-Pacific Partnership Agreement);

- Based on (2) ___ (Government Decree No. 09/2022/ND-CP dated January 12, 2022, amending and supplementing a number of articles of Government Decree No. 95/2020/ND-CP dated August 24,

2020, guiding the implementation of procurement bidding under the Comprehensive and Progressive Trans-Pacific Partnership Agreement, the Free Trade Agreement between the Socialist Republic of Vietnam and the European Union, and the Free Trade Agreement between Vietnam and the United Kingdom of Great Britain and Northern Ireland);

- Based on Decision No. ___ dated ___ month ___ year ___ of ___ on approving the results of contractor selection for the bidding package ___ [name of bidding package] and Notice of acceptance of bid documents and contract award No. ___ dated ___ month ___ year ___ of the Bidding Party;

- Based on the minutes of the contract negotiation and finalization signed by the Bidding Party and the winning bidder on ___ day ___ month ___ year ___;

We, representing the contracting parties, include:

The Investor (hereinafter referred to as Party A)

Investor's Name: _____

Address: _____

Tel: _____

Fax: _____

E-mail: _____

Account no: _____

Tax code: _____

Represented by Mr./Ms.: _____

Position: _____

Authorization letter for signing contracts No. ___ dated ___/___/___ (if authorized).

The Contractor (hereinafter referred to as Party B)

Investor's Name: _____

Address: _____

Tel: _____

Fax: _____

E-mail: _____

Account no: _____

Tax code: _____

Represented by Mr./Ms: _____

Position: _____

Authorization letter for signing contracts No. ___ dated ___/___/___ (if authorized).

The two parties agree to sign a contract for the supply of goods with the following contents:

Article 1. Subject Matter of the Contract

The subject matter of the contract is the goods detailed in the attached Appendix.

Article 2. Contract Components

The contract components and their legal priority order are as follows:

1. Contract document (including Scope of Supply and Price List and other Appendices);
2. Minutes of contract negotiation and finalization;
3. Decision approving the results of contractor selection;
4. Specific conditions of the contract;
5. General conditions of the contract;
6. Bid documents and clarification documents of the winning bidder (if any);
7. Invitation to bid and amendments to the invitation to bid documents (if any);

8. Other accompanying documents (if any).

Article 3. Responsibilities of Party A

Party A commits to paying Party B the contract price stipulated in Article 5 of this contract in the manner specified in the specific conditions of the contract, as well as fulfilling all other obligations and responsibilities stipulated in the general and specific conditions of the contract.

Article 4. Responsibilities of Party B

Party B commits to providing Party A with all the goods as stipulated in Article 1 of this contract, and also commits to fulfilling all obligations and responsibilities stated in the general and specific conditions of the contract.

Article 5. Contract Price and Payment Method

1. Contract Price²: The contract price includes the following parts:

Domestic currency: ___ VND [specify the value in numbers and words].

Foreign currency: ___ [specify the value in numbers and words and the currencies used in the contract].

2. Payment Method: Payment shall be made according to the method stipulated in Section 14.2 of the Terms and Conditions.

Article 6. Contract Type

Contract Type: ___ [Specify the contract type in accordance with the provisions of Section 11.1 of the Terms and Conditions].

Article 7. Contract Execution Time

Contract Execution Time: ___ [Specify the contract execution time in accordance with the provisions of Section 9 of the Terms and Conditions, the bid documents, and the results of negotiations and contract finalization between the two parties].

Article 8. Contract Validity

1. The contract shall be effective from ___ [specify the effective date of the contract].

2. The contract shall expire after the two parties have completed the contract liquidation in accordance with the law.

The contract is drawn up in ___ copies, the Investor retains ___ copies, the Contractor retains ___ copies, and all copies of the contract have equal legal validity.

Quảng Trị, ngày 15 tháng 5 năm 2026

YÊU CẦU KỸ THUẬT GIẤY NHÁM

I. PHẠM VI CUNG CẤP.

Cung cấp giấy nhám dạng tấm dùng cho máy chà nhám trong dây chuyền sản xuất ván MDF.

Giấy nhám phải phù hợp cho chà nhám bề mặt ván gỗ công nghiệp MDF, HDF, có độ bền cao, khả năng cắt tốt, tuổi thọ dài.

II. YÊU CẦU KỸ THUẬT

Stt	Nội dung	Yêu cầu kỹ thuật
1	Cỡ hạt	P60, P100, P120, P150, P180
2	Kích thước	2650 × 3050 mm; 2800 × 3050 mm. Sai số ±3mm
3	Loại hạt mài	Silicon Carbide
4	Phân bố hạt	Phủ đều, phân bố đồng đều trên bề mặt
5	Nền giấy	Polyester Y-weight hoặc tương đương
6	Cường độ kéo nền (Tensile strength)	≥ 60 kN/m
7	Độ dày mối nối	≤ 0 mm
8	Độ co giãn	Không co giãn bất thường khi vận hành
9	Bề mặt	Không rách, không thủng, không nhăn, không bẩn
10	Liên kết hạt mài	Keo chịu nhiệt, bám dính tốt
11	Khả năng làm việc	Phù hợp chà nhám gỗ công nghiệp MDF
12	Chất lượng	Hàng mới 100%
13	Nhãn hiệu tham khảo	Sunmight hoặc tương đương

III. YÊU CẦU HỒ SƠ KỸ THUẬT KÈM THEO

- Catalogue hoặc datasheet sản phẩm
- Chứng chỉ chất lượng (CO/CQ)
- Tiêu chuẩn sản xuất hoặc tiêu chuẩn kiểm soát chất lượng
- Thông tin xuất xứ hàng hóa
- Cam kết hàng mới 100%
- Cam kết phù hợp sử dụng cho máy chà nhám ván MDF, HDF

IV. YÊU CẦU ĐÓNG GÓI VÀ GIAO HÀNG, BẢO HÀNH

Đóng gói chống ẩm, chống cong vênh.

Ghi rõ: Loại hạt; Kích thước; Số lô sản xuất.

Hàng hóa không bị hư hỏng trong quá trình vận chuyển.

Bảo hành 90 ngày kể từ ngày giao hàng. Nhà cung cấp phải đổi mới nếu lỗi kỹ thuật hoặc không đạt yêu cầu.

TỔNG GIÁM ĐỐC

PHÒNG KỸ THUẬT CHẤT LƯỢNG

NHÀ MÁY MDF2

DƯƠNG TẤN THANH

TRẦN ĐAN TÂM

NGUYỄN NGỌC ÚY

