

VIETNAM ELECTRICITY GROUP
DONG ANH ELECTRICAL EQUIPMENT CORPORATION - JOINT
STOCK COMPANY

BIDDING DOCUMENTS

Tender package: Supply of 300-ton multi-directional transport vehicle

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THE BID SOLICITOR
GENERAL DIRECTOR



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ABBREVIATIONS

ITB	Instructions to Bidders
BDS	Bid data sheet
BD	Bidding documents
BP	Bid Proposals
GCC	General conditions of contract
SCC	Specific conditions of contract
VND	Vietnamese Dong
USD	US Dollar
EUR	Euro

Part 1. BIDDING PROCEDURES
Chapter I. INSTRUCTIONS TO BIDDER

<p>1. Scope of the bid package</p>	<p>1.1. The investor specified in the BDS issues this set of bidding documents to select contractors to implement the goods procurement package according to the one-stage, one-envelope method.</p> <p>1.2. Name of the bidding package, project/purchase estimate; quantity and part numbers of the bidding package (in case the bidding package is divided into many independent parts) are specified in the BDS .</p>
<p>2. Explanation of terms in online bidding</p>	<p>2.1. The closing time for bidding is the deadline for receiving BP and is specified in the notice inviting bids on the System.</p> <p>2.2. Day means a calendar day, including weekends, holidays, and Tet holidays as prescribed by labor law.</p> <p>2.3. The time and date on the System are the time and date displayed on System (GMT+7).</p>
<p>3. Capital</p>	<p>The source of capital to be used for the bid package is specified in the BDS.</p>
<p>4. Prohibited Conduct</p>	<p>4.1. Giving, receiving, or brokering bribes.</p> <p>4.2. Taking advantage of one's position and power to influence or illegally interfere with bidding activities in any form.</p> <p>4.3. Bid collusion includes the following acts:</p> <p>a) Arranging, agreeing, or forcing one or more parties to prepare or withdraw the bidding documents so that one party wins the bid;</p> <p>b) Arranging or agreeing to refuse to provide goods or services, not signing subcontracts or making other agreements to limit competition so that one party wins the bid;</p> <p>c) A qualified and experienced bidder has participated in the bidding and met the requirements of the Bidding Documents but intentionally did not provide documents to prove its capacity and experience when requested by the inviting party to clarify the Bidding Documents or when requested to compare documents in order to create conditions for one party to win the bid.</p> <p>4.4. Fraud includes the following acts:</p> <p>a) Falsifying or falsifying information, records and documents in bidding;</p> <p>b) Intentionally providing dishonest and non-objective</p>

information and documents in the Bidding Documents to distort the results of contractor selection.

4.5. Obstruction includes the following acts:

- a) Destroying, deceiving, changing, concealing evidence or reporting falsely; threatening or suggesting to any party to prevent the clarification of acts of giving, receiving, brokering bribes, fraud or colluding with competent authorities in supervision, inspection, examination and auditing;
- b) Obstructing competent persons, investors, bidding parties, and contractors in selecting contractors;
- c) Obstructing competent authorities from supervising, inspecting, examining, and auditing bidding activities;
- d) Deliberately making false complaints, accusations, or recommendations to obstruct bidding activities;
- dd) Violating the law on network safety and security to interfere with or obstruct bidding.

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

- a) Participating in bidding as a contractor for a bidding package for which he/she is the inviting party or investor, or performing the duties of the inviting party or investor not in accordance with the provisions of the Law on Bidding ;
- b) Participate in preparing and simultaneously participating in appraising bidding documents for the same bid package;
- c) Participate in evaluating the BP and at the same time participate in appraising the results of contractor selection for the same bidding package;
- d) Individuals of the bidding party or investor directly participating in the contractor selection process or participating in the expert group, the contractor selection result appraisal group or being the competent person, the head of the investor, the bidding party for bid packages in which a person with family relations as prescribed by the Law on Enterprises bids or being the legal representative of the bidding contractor;
- dd) Bidders participating in bidding for goods procurement packages for which the contractor provides consulting services: preparation, examination, appraisal of estimates, technical design, construction drawing design, overall technical design (FEED design); preparation, appraisal of prequalification documents and bidding documents; evaluation of prequalification documents and bid proposals; inspection of goods; appraisal of contractor selection results; supervision of

contract performance;

e) Bidding for a package belonging to a project whose investor or inviting party is an agency or organization where he/she worked and held a leadership or management position within 12 months from the date of no longer working at that agency or organization;

g) State specific requirements on trademarks and origin of goods in the BD, except for the cases specified in Point e, Clause 3, Article 10 , Clause 2, Article 44 and Clause 1, Article 56 of the Law on Bidding;

h) Stating conditions in the BD to limit the participation of bidders or to create advantages for one or several bidders, causing unfair competition, violating the provisions of Clause 3, Article 44 of the Law on Bidding;

4.7. Disclosing documents and information about the contractor selection process, except for providing information as prescribed in Point b, Clause 8. Article 77 , Clause 11, Article 78 , Point h, Clause 1 , Article 79, Clause 4 , Article 80, Clause 4, Article 81 , Clause 2, Article 82 , Point b, Clause 4, Article 93 of the Law on Bidding, including:

a) Contents of the BD before the issuance time as prescribed;

b) Contents of the BP; content of the BP request for clarification and the Bidder's response during the BP evaluation process; reports of the Bid solicitor, reports of the expert team, appraisal reports, reports of the consulting contractor, reports of relevant professional agencies during the contractor selection process; recorded documents, minutes of the bid evaluation meeting, comments and assessments for each BP before being made public as prescribed;

c) Contractor selection results before being made public as prescribed;

d) Other documents in the contractor selection process determined to contain state secret content according to the provisions of law.

4.8. Transfer of contract in the following cases:

a) The contractor transfers to another contractor the part of the work in the package beyond the maximum value for the subcontractor and the volume of work for the special subcontractor stated in the contract;

b) The contractor transfers to another contractor a part of the work in the bid package that does not exceed the maximum value of work for the subcontractor stated in the contract but is

	<p>outside the scope of work for the subcontractor proposed in the BP without the approval of the investor and the supervision consultant;</p> <p>c) The investor and supervision consultant agree to let the contractor transfer the work specified in Point a of this Clause;</p> <p>d) The investor and supervision consultant agree to let the contractor transfer the work specified in Point b of this Clause that exceeds the maximum value of work for the subcontractor stated in the contract.</p>
<p>5. Eligibility of the contractor</p>	<p>5.1. The Contractor is an organization that meets the following conditions:</p> <p>a) Independent financial accounting;</p> <p>b) Not in the process of carrying out dissolution procedures or having its business registration certificate, cooperative registration certificate, cooperative union registration certificate, or cooperative group registration certificate revoked; not in a case of insolvency according to the provisions of the law on bankruptcy;</p> <p>c) Ensure competition in bidding as prescribed in the BDS;</p> <p>d) Not currently banned from participating in bidding according to the provisions of the Law on Bidding;</p> <p>dd) Not being prosecuted for criminal liability .</p> <p>5.2. The contractor is a business household that meets the following conditions:</p> <p>a) Have a business registration certificate in accordance with the provisions of law;</p> <p>b) Not in the process of ceasing operations or having its business registration certificate revoked; the business investor is not being prosecuted for criminal liability;</p> <p>c) Satisfy the conditions specified in points c and d , Section 5.1 of the ITB.</p>
<p>6. Contents of BD</p>	<p>6.1. The Bidding Documents include the notice inviting bids and Part 1, Part 2, Part 3A (or Part 3B), Part 4 together with documents amending and clarifying the Bidding Documents as prescribed in Section 7 of the ITB (if any), including the following contents:</p> <p>Part 1. Bidding procedure:</p> <ul style="list-style-type: none"> - Chapter I. Instructions to contractors; - Chapter II. Bidding data table; - Chapter III. BP evaluation criteria;

	<p>- Chapter IV. Invitation to bid and bidding forms.</p> <p>Part 2. Technical requirements:</p> <p>- Chapter V. Technical requirements.</p> <p>Part 3A. Contract terms:</p> <p>- Chapter VI. General conditions of contract; - Chapter VII. Specific terms of the contract;</p> <p>Part 4. Contract forms.</p> <p>6.2. The Investor shall not be responsible for the accuracy and completeness of the Bidding Documents, documents explaining and clarifying the Bidding Documents or documents amending the Bidding Documents as prescribed in Section 7 of the ITB if these documents are not provided by the Investor on the System. The Bidding Documents issued by the Investor on the System will be the basis for consideration and evaluation.</p> <p>6.3. The Contractor must study all information of the Notice inviting bids, Bidding Documents and amendments, clarifications of Bidding Documents, and minutes of the pre-bidding conference (if any) to prepare the Bidding Documents according to the Bidding Documents requirements accordingly.</p>
<p>7. Amendment and clarification of BD</p>	<p>7.1. In case of amendments to the Bidding Documents, the Inviting Party shall post the amendment decision along with the amended contents and the Bidding Documents that have been amended accordingly (webform and attached file). Amendments to the Bidding Documents shall be made at least 10 days before the bid closing date and shall ensure sufficient time for bidders to complete their BP; in case of not ensuring sufficient time as stated above, the bid closing date shall be extended.</p> <p>7.2. In case of needing to clarify the Bidding Documents, the Bidder must send a request for clarification to the Inviting Party via the System at least 5 working days before the bid closing date for the Inviting Party to consider and process. The Inviting Party shall receive the clarification for consideration and clarification according to the Bidder's request and carry out the clarification on the System at least 02 working days before the bid closing date, describing the content of the request for clarification but not naming the Bidder requesting the clarification. In case the clarification leads to amendment of the Bidding Documents, the Investor shall amend the Bidding Documents according to the provisions in Section 7.1 of the ITB.</p>

	<p>7.3. The Inviting Party is responsible for monitoring information on the system to promptly clarify the Bidding Documents at the request of the Bidder.</p> <p>7.4. The Bidder is responsible for monitoring information on the System to update information on amendments to the Bidding Documents and changes to the closing time of bids (if any) as a basis for preparing the BP. In case of errors due to failure to monitor and update information on the System, leading to disadvantages for the Bidder during the bidding process, including: changes, amendments to the Bidding Documents, closing time of bids and other contents, the Bidder must take responsibility and suffer disadvantages during the bidding process.</p> <p>7.5. If necessary, the Inviting Party shall organize a pre-bidding conference to discuss the contents of the Bidding Documents that bidders do not understand according to the provisions of BDS. The Inviting Party shall post a notice of the organization of the pre-bidding conference. on the System ; all interested bidders are allowed to attend the pre-bidding conference without prior notice to the Inviting Party . The discussion between the Investor , the Inviting Party and the Bidder must be recorded in minutes and made into a document clarifying the Bidding Documents posted on the System within a maximum of 02 working days from the end date of the pre-bidding conference.</p> <p>7.6. In case the Bidding Documents need to be amended after the pre-bidding conference, the Investor shall amend the Bidding Documents according to the provisions in Section 7.1 of ITB. The minutes of the pre-bidding conference are not a document amending the Bidding Documents.</p> <p>7.7. Failure of the bidder to attend the pre-bid conference or not Having a certificate of attendance at the pre-bid conference is not a reason to reject the bidder's BP.</p>
<p>8. Bidding costs</p>	<p>The Bidding Documents are released free of charge on the System immediately after the Inviting Party successfully posts the Notice inviting bids on the System. The Bidder must bear all costs related to the bidding process. The cost of submitting the BP is specified in the BDS. In any case, the Investor is not responsible for the costs related to the Bidder's participation in the bidding.</p>
<p>9. Language of BP</p>	<p>The BP as well as all documents and materials related to the BP shall be written in the language specified in the BDS . Supporting documents in the Bidding Documents (catalogues, etc.) may be written in the language specified in the BDS, and accompanied</p>

	by a translation. In case of lack of translation, the Inviting Party may request the Bidder to send additional documents (if necessary).
10. Components of BP	<p>The BP must include the following components:</p> <p>10.1. Bidding form as prescribed in Section 11 of the ITB;</p> <p>10.2. Joint venture agreement according to Form No. 03 Chapter IV (for joint venture contractors);</p> <p>10.3. Bid security as prescribed in Section 18 of the ITB;</p> <p>10.4. Declaration of contractor's capacity and experience according to Section 16 of the ITB;</p> <p>10.5. Technical proposals and documents as prescribed in Section 15 of the ITB;</p> <p>10.6. The financial proposal and tables are fully filled in with information as prescribed in Section 11 and Section 13 of the ITB;</p> <p>10.7. Propose alternative technical solutions in the BP according to the provisions of Section 12 of the Bidding Documents (if any);</p> <p>10.8. Other contents as prescribed in the BDS.</p>
11. Application forms and tables	The Contractor shall fill in all the information in the Forms in Chapter IV. The Contractor shall check the information in the Bidding Form and the tables extracted by the System to complete the BP.
12. Proposing alternative technical solutions in the BP	<p>12.1. In case the Bidding Documents stipulate that the Bidder may propose an alternative technical solution, only such alternative technical solution will be considered.</p> <p>12.2. Alternative technical solutions shall only be considered when the main solution is evaluated as meeting the requirements and the bidder is ranked first. In this case, the bidder must provide all necessary information for the Inviting Party to evaluate the alternative technical solution, including: explanations, drawings, technical specifications, delivery schedule, costs and other relevant information. The evaluation of the alternative technical solution proposal in the BP shall be carried out in accordance with the provisions of Section 5, Chapter III .</p>
13. Bid price and discount	<p>13.1. The bid prices stated in the application and in the price lists together with any discounts shall comply with the provisions of this Section:</p> <p>a) Bid price is the price offered by the bidder in the bid</p>

application, including all costs to implement the bid package (excluding discounts) to implement the bid package according to the requirements specified in Part 2 - Requirements on scope of supply

b) All parts (for packages divided into multiple parts) and items must be quoted separately in the bid price lists;

c) For undivided bid packages, if the bidder proposes a price reduction, the percentage of the price reduction shall be stated in the bid form. This discount value is understood as a proportional reduction for all items in the bid price tables. For fixed-price and adjustable-price contracts, the discount value is calculated on the bid price excluding contingencies.

d) The Contractor must submit the BP for all work required in the Bidding Documents and record the bid unit price for all work listed in the columns "List of goods" and "Description of services".

13.2. In case the bid package is divided into several independent parts and allows bidding for each part, the bidder may bid for one or more parts of the bid package. The bidder must bid for all items in the part in which he participates. In case the bidder proposes a price reduction, it shall be implemented in one of the following two ways:

a) First way: write the discount percentage in the bid (in this case, the bidder is considered to have reduced the price equally for all the parts that the bidder participates in).

b) Second way: write the discount percentage for each part.

13.3. The Contractor shall be responsible for the bid price to perform and complete the work in accordance with the requirements stated in the Bidding Documents. In case the Contractor has an unusual unit price, the Investor may request the Contractor to clarify the price structure according to the provisions of Section 23 of the ITB.

13.4. The bid price of the bidder must include all taxes, fees and charges (if any) applied at the tax rates, fees and charges at 28 days prior to the bid closing date and based on the delivery conditions in the Bidding Documents.

13.5. Delivery terms EXW, CIF and other terms are made according to Incoterms International Chamber of Commerce as specified in **BDS**

13.6. The Bidder shall quote the bid price according to the provisions in **the BDS**.

a) For goods produced or processed within Vietnam

	<p>(i) The price of the Goods is quoted at EXW (ex-works, ex-works, warehouse, ex-showroom or ex-works, as the case may be), inclusive of all customs duties, sales taxes and other taxes paid or payable on components and raw materials used in the manufacture or assembly of the Goods;</p> <p>(ii) Inland freight, insurance, including unloading costs at the construction site (including insurance premiums) and other necessary services (including VAT) required in the Buyer's country to transport the Goods to the location as specified in the BDS;</p> <p>(iii) Value added tax (VAT), special consumption tax, other related taxes, fees and obligations (if any) according to Vietnamese Law.</p> <p>b) For goods manufactured and processed outside Vietnam, a lump sum contract is applied.</p> <p>(i) The price of goods is quoted according to the provisions of the BDS ;</p> <p>c) For goods from abroad, already available in Vietnam:</p> <p>(i) Price of goods, including price of imported goods, taxes, fees and charges related to import (if any) for goods imported in Vietnam;</p> <p>(ii) Domestic freight, insurance, including unloading costs at the construction site (including insurance premiums) and other necessary services (including VAT) required in the Buyer's country to transport the Goods to the location specified in the BDS;</p> <p>(iii) Value added tax (VAT), special consumption tax, other related taxes, fees and obligations (if any) according to Vietnamese Law.</p> <p>d. Service prices related to the implementation of the bid package.</p>
<p>14. Bidding currency and payment currency</p>	<p>14.1. Bidding currency and payment currency as specified in the BDS;</p> <p>14.2. Domestic costs are paid in VND, costs outside Vietnam are paid according to the provisions in the BDS;</p>
<p>15. Documents proving the conformity of the goods and services concerned</p>	<p>15.1. To demonstrate the conformity of the goods and related services with the requirements of the Bidding Documents, the Bidder must provide documents to demonstrate that the goods supplied by the Bidder meet the technical requirements specified in Chapter V-Scope of Supply.</p> <p>15.2. Documents proving the conformity of the goods and related services may be records, papers, drawings, data described in detail by each item on the technical characteristics and basic usage features of the goods and related services,</p>

	<p>thereby proving the basic compliance of the goods and services with the requirements of the Bidding Documents and a list of deviations and exceptions (if any) compared to the provisions in Chapter V-Scope of Supply.</p> <p>15.3. The Contractor shall provide a complete list and prices of spare parts, specialized tools, etc. necessary to ensure the proper and continuous operation of the goods within the period specified in the BDS after the goods are put into use.</p> <p>15.4. The manufacturing standards, production processes of materials and equipment as well as references to trademarks or catalogue numbers specified by the investor in Chapter V - Scope of Supply are for descriptive purposes only and are not intended to limit bidders. The bidder may propose other quality standards, trademarks, catalogues provided that the bidder demonstrates to the Inviting Party that such substitutions still ensure basic equivalence or are higher than the requirements specified in Chapter V - Scope of Supply.</p>
<p>16. Documents proving the contractor's capacity and experience</p>	<p>16.1. The Contractor shall declare the necessary information in the Forms in Chapter IV to provide information on capacity and experience as required in Chapter III. In case of being invited to compare documents, the Contractor must prepare documents to compare with the information declared by the Contractor in the BP and for the Investor to store .</p> <p>16.2. Documentary requirements to demonstrate the contractor's capacity to perform the contract if awarded the bid are implemented according to the BDS .</p>
<p>17. Validity period of BP</p>	<p>17.1. The BP is valid for no shorter period than the period specified in the BDS.</p> <p>17.2. If necessary, before the expiry of the validity period of the BP, the Inviting Party may request bidders to extend the validity of the BP, and at the same time request bidders to extend the validity period of the Bidding Security accordingly (equal to the validity period of the BP after extension plus 30 days). If the bidder does not accept the extension of the validity of the BP, the bidder's BP will not be considered further. In this case, the Inviting Party will return the original letter of guarantee to the bidder. The bidder who accepts the request to extend the BP is not allowed to change any content of the BP, except for extending the validity of the Bidding Security. The request for extension and acceptance or disapproval will be made in writing.</p>
<p>18. Bid Security</p>	<p>18.1. When participating in bidding, bidders must provide bid</p>

security before the bid closing time in one or more forms of letter of guarantee issued by the legal representative of a domestic credit institution or a foreign bank branch established under Vietnamese law. issued or a certificate of insurance guarantee issued by a domestic non-life insurance enterprise or a branch of a foreign non-life insurance enterprise established under Vietnamese law . For a paper-based bid security or insurance guarantee certificate, the bidder shall submit a bank guarantee letter or a certificate of insurance guarantee and attach it when submitting the BP. In case the BP are extended in accordance with the provisions of Section 17.2 of the ITB, the validity of the bid security must also be extended accordingly. For joint venture contractors, joint venture members must use the same bid security form: paper bid security.

In case of a joint venture, bid security must be implemented in one of the following two ways:

a) Each member of the consortium shall separately perform the bid security but ensure that the total value is not lower than the required level specified in Section 18.2 of the ITB; if the bid security of a member of the consortium is determined to be invalid, the BP of that consortium will not be considered or evaluated further. If any member of the consortium violates the provisions of law leading to the non-refund of the bid security value as specified in Point b of Section 18.5 of the ITB, the bid security value of all members of the consortium will not be refunded;

b) The members of the consortium agree that one member shall be responsible for implementing the bid security for that member of the consortium 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 implementing the bid security for the members of the consortium, but the total value shall not be lower than the required level specified in Section 18.2 of the ITB. If any member of the consortium violates the provisions of law resulting in the non-refund of the bid security value as specified in Point b of Section 18.5 of the ITB, the bid security value of all members of the consortium shall not be refunded.

18.2. The value, currency and validity period of the bid security are specified in **the BDS** . For a goods procurement package that is a centralized procurement in which the selection of a contractor is based on the contractor's ability to supply, the bid security corresponds to the bid price stated in the bid after discount (if

any) with the bid security ratio specified in **the BDS** . The validity period of the bid security is calculated from the date of bid closing to the last day of bid security validity (the end date of bid security validity is within the last day of bid security validity, not necessarily until the end of 24 hours of that day).

18.3. The bid security is considered invalid in one of the following cases: it has a lower value, a shorter validity period than the requirements specified in Section 18.2 of the ITB, the beneficiary's name is incorrect, it does not have a valid signature (digital signature for electronic bid security), it is signed before the Investor issues the Bidding Documents, it is accompanied by conditions that are disadvantageous to the Investor and the Inviting Party (including failure to meet all commitments as prescribed in Form No. 04A, Form No. 04B, Chapter IV). In case of applying a letter of guarantee or a guarantee insurance certificate, the letter of guarantee or guarantee insurance certificate must be signed and sealed (if any) by a legal representative of a domestic credit institution or a foreign bank branch established under Vietnamese law, a domestic non-life insurance enterprise, or a branch of a foreign non-life insurance enterprise established under Vietnamese law.

18.4. Unselected bidders will have their bid security returned or released within the time limit specified in **the BDS** . For bidders selected, the bid security is returned or released upon contract entry into force .

18.5. Cases where the original bid security letter and guarantee insurance certificate (in case of using paper bid security) must be submitted to the Inviting Party:

a) Contractors are invited to compare documents and negotiate contracts, if any;

b) The Contractor violates the provisions of the law on bidding, leading to the non-refund of the bid security value in the following cases:

- After the bid closing time and during the validity period of the BP, the contractor has a written document withdrawing the BP or refusing to perform one or more of the proposed works in the BP as required by the BD;

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

- The contractor does not implement measures to ensure

	<p>contract performance as prescribed in Article 68 of the Law on Bidding;</p> <ul style="list-style-type: none"> - The Contractor fails to conduct or refuses to compare documents within 05 working days from the date of receipt of the notice inviting document comparison or has compared documents but refuses or does not sign the document comparison record, except in cases of force majeure; - The contractor fails to carry out or refuses to complete the contract within 10 days from the date of receipt of the bid winning notice from the inviting party , except in cases of force majeure; - The Contractor does not proceed or refuses to sign the contract within 10 days from the date of contract completion, except in cases of force majeure . <p>18.6. Within 05 working days from the date of receipt of the request of the Inviting Party, if the bidder refuses or fails to submit the original bid security letter, the guarantee insurance certificate (in case of using a paper bid security) as requested by the Inviting Party, the bidder will be handled in accordance with the bidder's commitment in the bid application.</p>
<p>19. Bidding closing time</p>	<p>19.1. The bid closing time is the time specified in the Notice inviting bids and regulations. at BDS</p> <p>19.2. The Investor may extend the bid closing date by amending the Notice inviting bids. When extending the bid closing date, all responsibilities of the Investor and the Bidder under the previous bid closing date will be changed according to the newly extended bid closing date.</p>
<p>20. Submit, withdraw and amend BP , seal and write on the outside of BP</p>	<p>20.1. The Contractor must prepare an original copy of the BP and copies of the Bidding Documents in the number specified in the BDS. The cover page of the documents must clearly state “ORIGINAL BID PROPOSALS”, “COPY OF BID PROPOSALS”. “In case of amendment or replacement of the Bidding Documents, the Bidder must prepare one original and a number of copies of the documents according to the quantity specified in the BDS . The cover page of the documents must clearly state “ORIGINAL OF AMENDED BID PROPOSALS”, “COPY OF AMENDED BID PROPOSALS”, “ORIGINAL OF REPLACEMENT BID PROPOSALS”, “COPY OF REPLACEMENT BID PROPOSALS”. In case there is an alternative technical plan in the Bidding Documents according to the provisions in Section 12 of the ITB, the Bidder must prepare one original</p>

and a number of copies of the documents according to the quantity specified in **the BDS**. The cover page of the documents must clearly state "ORIGINAL OF PROPOSED ALTERNATIVE TECHNICAL PLAN", "COPY OF PROPOSED ALTERNATIVE TECHNICAL PLAN".

In case the BP contain documents and information that are confidential to the contractor's production and business (such as proprietary information, business secrets, sensitive information), the contractor must stamp "CONFIDENTIAL" on these documents and information.

20.2. The Bidder shall be responsible for the consistency between the original and the copy. In case there is a difference between the original and the copy but it does not change the ranking order of the Bidders, the evaluation shall be based on the original. In case there is a difference between the original and the copy leading to the evaluation result on the original being different from the evaluation result on the copy, changing the ranking order of the Bidders, the Bidder's BP shall be rejected.

20.3. The original copy of the BP must be typed or written in indelible ink, with page numbers in consecutive order. The Bidding Application, Discount Letter (if any), additional documents, clarifications of the BP, price list and other forms in Chapter IV - Bidding Forms must be signed and sealed by the legal representative of the Bidder or a legally authorized person (if any). In case of authorization, there must be a power of attorney in accordance with Form No. 02 of Chapter IV - Bidding Forms or a certified copy of the Company Charter, the Decision on the establishment of a branch or other documents proving the authority of the authorized person and must be submitted together with the BP.

20.4. In case of a joint venture contractor, the BP must be signed by the legal representatives of all members of the joint venture or the member representing the joint venture contractor according to 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.

20.5. Any words added, inserted between lines, erased or overwritten will only be considered valid if there is a signature next to or on that page of the person signing the bid.

20.6. The envelope containing the original and copies of the BP must be clearly marked "BID PROPOSALS".

	<p>In case the bidder modifies or replaces the BP, the modified or replaced documents (including the original and copies) must be contained in separate bags from the BP bag, clearly marked "MODIFIED BID PROPOSALS" and "REPLACEMENT BID PROPOSALS" on the outside.</p> <p>In case the contractor proposes an alternative technical solution, all alternative technical solutions must be contained in separate bags from the BP bag, clearly marked "PROPOSED ALTERNATIVE TECHNICAL SOLUTION" on the outside.</p> <p>The bags containing: BP, revised BP, replacement BP (if any); proposed alternative technical solutions (if any) must be sealed. The sealing method is according to the contractor's own regulations.</p> <p>20.7. On the file bags must be:</p> <ol style="list-style-type: none"> a) Record the name and address of the contractor; b) The recipient's name must be the name of the Inviting Party at the address specified in the Bidding Documents; c) Name the bidding package according to the provisions in the Bidding Documents; d) Write a warning line: "Do not open before the opening time of BP" <p>20.8. The Bidder shall be responsible for the consequences or disadvantages if it does not comply with the provisions of this Bidding Documents such as not sealing or losing the seal of the BP during the process of sending them to the Inviting Party, not writing the correct information on the BP envelope according to the instructions in the Bidding Documents. The Inviting Party shall not be responsible for the confidentiality of the BP information if the Bidder does not comply with the above provisions.</p>
<p>21. Bid opening</p>	<p>21.1. The Inviting Party must conduct a public opening of bids within 02 hours from the closing time of bids . The Inviting Party shall only open bids received before the closing time as required in the bidding documents in the presence of representatives of the bidders attending the bid opening ceremony, regardless of the presence or absence of the bidders. The opening of bids shall be carried out for each bid in alphabetical order of the bidder's name and in the following order: Checking the seal; opening the bid and clearly reading the information about the bidder's name; participating independently or in a joint venture; number of originals and copies of the bid; bid price stated in the bid; discount value (if</p>

	<p>any); validity period of the bid; duration of implementation of the bid package; value and validity of the bid security; other relevant information;</p> <p>In case there are 01 or 02 contractors submitting BP, the Inviting Party shall report to the Investor for consideration and handling of the situation according to regulations . In case there are no contractors submitting BP, the Inviting Party shall report to the Investor for consideration of extending the bidding closing time or reorganizing the contractor selection (cancel this notice inviting bids and post a new notice inviting bids) according to regulations .</p> <p>21.2. The minutes of bid opening must be signed by the representative of the inviting party and the bidders attending the bid opening ceremony. This record must be sent to the bidders participating in the bid; and posted on the national bidding network within 24 hours from the time of bid opening.</p> <p>21.2. The representative of the inviting party must sign the original bid, discount letter (if any), power of attorney of the bidder's legal representative (if any); joint venture agreement (if any); bid security; financial proposal contents and other important contents of each bid document.</p>
22. Security	<p>22.1. Information relating to the evaluation of the BP and the recommendation for award of the contract shall be kept confidential and shall not be disclosed to bidders or any person not officially involved in the bid selection process until the results of the bid selection are announced. In no case shall information in the BP of one bidder be disclosed to another bidder, except for information disclosed in the bid opening minutes.</p> <p>22.2. Except for clarifying the BP (if necessary) and comparing documents, bidders are not allowed to contact the Investor or the Inviting Party on issues related to their BP and other issues related to the bidding package during the period from bid opening to the announcement of the results of contractor selection.</p>
23. Clarifying BP	<p>23.1. After the bid opening, the bidder is responsible for clarifying the BP as requested by the Inviting Party, including the eligibility, capacity, experience, tax declaration and payment obligations, and documents on specific personnel proposed in the BP of the bidder. Regarding the content on eligibility, the clarification must ensure the principle of not changing the nature of the bidder participating in the bid. Regarding the content on the validity of the BP (except for the</p>

	<p>content on eligibility), technical and financial proposals, the clarification must ensure the principle of not changing the basic content of the submitted BP, and not changing the bid price.</p> <p>23.2. During the evaluation process, the clarification of the BP between the Bidder and the Inviting Party is carried out directly on the System.</p> <p>23.3. The clarification of the BP shall only be carried out between the Inviting Party and the Bidder whose BP need to be clarified. For the clarification contents that directly affect the assessment of eligibility, capacity, experience and technical and financial requirements, if the Bidder fails to clarify within the clarification period or does not satisfy the clarification requirements of the Inviting Party, the Inviting Party shall evaluate the BP of the Bidder according to the BP submitted before the closing date of the Bidding Documents. The Inviting Party shall give the Bidder a reasonable period of time, but not less than 03 working days, for the Bidder to clarify the BP.</p> <p>23.4. The Bidder cannot clarify the BP after the closing time.</p> <p>23.5. In case of any inconsistency in the content of the BP or unclear content, the Inviting Party shall request the Bidder to clarify in compliance with the provisions of Section 23.1 of the ITB.</p> <p>23.6. In case of doubt about the authenticity of documents provided by the contractor, the Investor and the Inviting Party shall verify with organizations and individuals related to the content of the documents.</p> <p>23.7. In case the Bidding Documents require commitments, contract principles of warranty, maintenance, repair and maintenance but the BP do not attach these documents, the Inviting Party shall request the Bidder to clarify the BP and supplement documents within a suitable period of time but not less than 03 working days as a basis for BP evaluation.</p>
<p>24. Variations, conditions and omissions</p>	<p>24.1. “Deviation” means any deviation from the requirements stated in the Bidding Documents;</p> <p>24.2. “Condition” means the setting of conditions that are restrictive or express complete non-acceptance of the requirements stated in the Bidding Documents;</p> <p>24.3. “Omission of content” means the failure of the bidder to provide part or all of the information or documents as required in the Bidding Documents.</p>
<p>25. Determine the</p>	<p>25.1. The Inviting Party shall determine the responsiveness of the Bidding Documents based on the content of the BP as</p>

<p>responsiveness of the BP</p>	<p>prescribed in Section 10 of the ITB.</p> <p>25.2. A substantially responsive BP is one that meets the requirements set out in the Bidding Documents without material deviations, conditions or omissions. Material deviations, conditions or omissions mean those points in the BP that:</p> <p>a) If accepted, would significantly affect the scope, quality or performance of the goods or services concerned ; would significantly limit, and be inconsistent with the Bidding Documents, the rights of the Investor or the obligations of the Contractor under the Contract;</p> <p>b) If revised, it will unfairly affect the competitive position of other bidders whose BP basically meet the requirements of the Bidding Documents.</p> <p>25. 3. The Inviting Party shall examine the technical aspects of the BP as prescribed in Section 15 of the ITB and Section 16 of the ITB to confirm that all requirements specified in the Bidding Documents have been met and that the BP do not contain any discrepancies, conditions or omissions of essential contents.</p> <p>25.4. If the BP does not basically meet the requirements stated in the Bidding Document, the BP will be rejected; it is not allowed to modify the differences, set conditions or omit basic content in the BP in order to make the BP basically meet the Bidding Document.</p>
<p>26. Non-serious errors</p>	<p>26.1. Provided that the BP basically meet the requirements stated in the Bidding Documents, the inviting party and the expert group may accept errors that are not differences, conditions or omissions of basic content in the BP.</p> <p>26.2. Provided that the BP substantially meet the requirements stated in the Bidding Documents, the Inviting Party and the expert group may request the Bidder to provide necessary information or documents within a reasonable period of time to correct non-conformities or non-material errors in the BP related to the document requirements. The request for information and documents to correct these errors shall not be related to any element of the Bidding Price. The BP of the Bidder shall be rejected if they do not meet this requirement of the Inviting Party.</p> <p>26.3. Provided that the BP basically meet the requirements stated in the Bidding Documents, the Inviting Party and the expert group shall adjust non-serious and quantifiable errors related to the Bidding Price; the Bidding Price will be adjusted to reflect the cost of items that are missing or do not meet the requirements;</p>

	this adjustment is only for the purpose of comparing the BP.
<p>27. Subcontractors</p>	<p>27.1. Subcontractor is an organization or individual that signs a contract with the contractor to perform related services .</p> <p>27.2. Subcontractor requirements are specified in the BDS .</p> <p>27.3. The use of subcontractors shall not alter the Contractor's responsibilities. The Contractor shall be responsible for the quantity, quality, progress and other responsibilities for the work performed by the subcontractors. The capacity and experience of the subcontractors shall not be considered in the evaluation of the Contractor's BP. The Contractor shall meet the capacity and experience criteria (regardless of the capacity and experience of the subcontractors).</p> <p>27.4 . The Contractor shall sign contracts with subcontractors in the list of subcontractors stated in the BP or with subcontractors approved by the Investor to participate in the provision of related services.</p> <p>27.5. Contractors who transfer bids as prescribed in Clause 8, Article 16 of the Law on Bidding shall be handled as prescribed.</p> <p>27.6. The contractor is not allowed to use a subcontractor that participates in providing consulting services for the bid package for which the contractor has won the bid and these consulting works include: price appraisal; contract performance supervision, inspection; preparation and appraisal of Pre-qualification invitation documents, BD; evaluation of Application form, BP; appraisal of pre-qualification results , contractor selection results ; project management consulting, contract management , other consulting services whose work is directly related to the bid package .</p>
<p>28. Incentives in contractor selection</p>	<p>28.1. Preferential principles :</p> <p>Contractors are entitled to incentives when supplying goods whose domestic production costs account for 30% or more .</p> <p>28.2. The calculation of incentives is carried out during the evaluation of BP to compare and rank BP: Goods are only eligible for incentives when the contractor can prove that the domestic production cost of the goods accounts for 30 % or more. or more in the price of goods. The percentage of domestic production costs of goods is calculated according to the following formula:</p> $D (\%) = G^*/G (\%)$ <p>In there:</p> <p>G*: Domestic production cost is calculated by the offered price</p>

	<p>of goods in the BP minus tax value and import costs including fees and charges (if any).</p> <p>G: Is the offered price of the goods in the BP minus the tax value; for the contractor who is a manufacturer, G is the ex-factory price (EXW price) of the goods.</p> <p>D: Is the percentage of domestic production costs of goods. If $D \geq 30\%$, the goods are entitled to incentives according to the provisions of this Section.</p> <p>28.3. The calculation of incentives is carried out according to the provisions of the BDS .</p> <p>28.4 . In case the goods offered by the bidders are not eligible for incentives, the evaluation and determination of the incentive value will not be carried out.</p> <p>28.5. The Bidder must attach documents to prove that the goods offered by the Bidder are eligible for incentives.</p>
<p>29. BP Evaluation</p>	<p>29.1. The Inviting Party shall apply the evaluation method as prescribed in the BDS to evaluate the BP. It is not allowed to use other evaluation criteria or methods.</p> <p>29.2 . Checking and evaluating the validity of the Bid Proposals:</p> <p>a) The examination and evaluation of the validity of the Bid Proposals will be carried out in accordance with the provisions of Clause 1, Section III - Criteria for evaluating Bid Proposals;</p> <p>b) Contractors with valid Bid Proposals will be considered and further evaluated for their capacity and experience.</p> <p>29.3 . Assessment of capacity and experience:</p> <p>a) The assessment of capacity and experience is carried out according to the assessment criteria specified in Clause 2, Section III - BP assessment criteria;</p> <p>b) Contractors with capacity and experience meeting the requirements will be considered and further evaluated on technical aspects.</p> <p>29.4. Technical assessment:</p> <p>a) Technical evaluation is conducted according to the evaluation standards and methods specified in Section 3, Chapter III - Evaluation Criteria for BP;</p> <p>b) Contractors that meet technical requirements will continue to be considered and financially evaluated according to the provisions in Section 4 and Section 5, Chapter III - Evaluation Criteria for BP .</p> <p>29.5. Financial evaluation is carried out according to the</p>

	<p>provisions in Section 5, Chapter III - BP evaluation criteria. : To determine the First Ranked Bid , the Inviting Party will compare the evaluated prices of all Bids that meet the basic requirements of the BDS.</p> <p>Comparison is based on:</p> <ul style="list-style-type: none"> - CIF price Hai Phong port for imported goods . - Price of goods (excluding taxes, fees and charges related to import, special consumption tax (if any), VAT on goods) goods from abroad, already present in Vietnam; - EXW price for goods produced and processed in Vietnam . <p>When comparing the Bidding Documents, the Inviting Party shall not consider:</p> <ul style="list-style-type: none"> - Taxes, fees and obligations related to import, special consumption tax (if any), VAT for imported goods under CI F delivery terms ; - Special consumption tax (if any), VAT on goods manufactured and processed in Vietnam; - Taxes, fees, charges related to import, special consumption tax (if any), VAT on foreign goods already in Vietnam. <p>In case there is only one contractor meeting the technical requirements, it is not necessary to determine the contractor ranking list.</p> <p>29.6 . The expert team prepares a report on the results of the bid evaluation and submits it to the Investor for approval of the results of contractor selection.</p> <p>29.7 . In case the bid package is divided into many independent lots and allows the Bidder to bid separately for different lots as prescribed in Article 13.4 of the ITB, the evaluation of the Bidding Documents shall be carried out in accordance with the provisions in Clause 7, Section III - BP Evaluation Criteria corresponding to the scope of the Bidder's participation.</p>
<p>30. Document comparison</p>	<p>30.1. If a contractor is invited to compare documents but does not conduct or refuses to compare documents within 05 working days from the date of receipt of the notice of invitation to compare documents or has compared documents but refuses or does not sign the document comparison record, except in cases of force majeure or comparing documents but not meeting the provisions of the Bidding Documents, the next ranked contractor will be invited to compare without having to re-rank the contractor .</p> <p>30.3. The Inviting Party shall send a Notice of Invitation to Compare Documents to the Bidder in writing.</p>

<p>31. Conditions for bid approval</p>	<p>Contractors are considered and recommended to win the bid when they meet the following conditions:</p> <p>31.1. Have a valid BP as prescribed in Section 1, Chapter III. In case at the time of bid approval, if the bidder is suspended or terminated from participating in the System, the Inviting Party must request the bidder to restore its participation status to be considered for bid approval;</p> <p>31.2. Have capacity and experience meeting the requirements as prescribed in Section 2, Chapter III;</p> <p>31.3. Have technical proposals that meet the requirements specified in Section 3, Chapter III;</p> <p>31.4. Satisfy the conditions as prescribed in the BDS ;</p> <p>31.5. The proposed winning bid price (including taxes, fees, and charges (if any)) does not exceed the approved bid package price. In case the approved bid package estimate is lower or higher than the approved bid package price, this estimate will replace the bid package price as the basis for consideration of winning bid.</p>
<p>32. Cancellation of bid</p>	<p>32.1. Cases of bid cancellation include:</p> <p>a) All BPs do not meet the requirements of the BD;</p> <p>b) Changes in investment objectives and scope in the approved investment decision change the workload and evaluation criteria stated in the Bidding Documents;</p> <p>c) The Bidding Documents do not comply with the provisions of the Law on Bidding and other relevant legal provisions, resulting in the selected contractor not meeting the requirements to implement the bidding package;</p> <p>d) The winning bidder commits any prohibited act specified in Article 16 of the Law on Bidding;</p> <p>dd) Organizations and individuals other than the winning bidder commit prohibited acts specified in Article 16 of the Law on Bidding, leading to incorrect contractor selection results.</p> <p>32.2. Organizations and individuals violating the provisions of the law on bidding leading to bid cancellation as prescribed in points c, d and dd, Section 32.1 of the ITB must compensate the costs to the relevant parties and be handled according to the provisions of the law.</p> <p>32.3. In case of bid cancellation as prescribed in this Section, within 05 working days, the Investor and the Inviting Party must return or release the bid security to the bidder who has</p>

	submitted the original bid security, except in cases where the bidder violates the provisions in Point d and Point dd Section 32.1 of the ITB.
33. Notice of contractor selection results	<p>33.1. The Investor shall post the notice of contractor selection results on the System together with the BP evaluation report within 05 working days from the date of approval of the contractor selection results. The content of the notice of contractor selection results is as follows:</p> <p>a) Information about the bidding package:</p> <ul style="list-style-type: none"> - Number of NOTIVE INVITING BIDS; - Package name; - Approved bid price or estimate (if any); - Name of Investor; - Form of contractor selection; - Contract type; - Time to implement the package; <p>b) Information about the winning bidder:</p> <ul style="list-style-type: none"> - Tax code; - Contractor name; - Bid price; - Bid price after discount (if any); - Technical points (if any); - Evaluation price (if any); - Winning bid price; - Time to implement the package. - Contract performance time. <p>c) For each type of goods and equipment in the bid package, the Investor must post the following information:</p> <ul style="list-style-type: none"> - Product name; - Capacity; - Features, specifications; codes, trademarks; - Origin; - Winning bid price. <p>d) List of unselected bidders and summary of reasons for unselection of each bidder.</p> <p>33.2. In case of request for explanation of specific reasons for the bidder's failure to win the bid, the bidder shall submit a request on the System or meet directly with the investor. The investor shall be responsible for responding to the bidder's request within 02 working days from the date of receipt of the bidder's request.</p> <p>33.3. In case of bid cancellation as prescribed in Point a, Section 32.1 of the ITB, the reason for bid cancellation must be clearly stated in the notice of contractor selection results and on</p>

	the System.
34. Changes in the volume of goods and services	<p>34.1. At the time of awarding the contract, the Investor has the right to increase or decrease the quantity of goods and services specified in Chapter IV provided that such change does not exceed the rate specified in the BDS and there is no change in the unit price or other terms and conditions of the BP and Bidding Documents. The rate of increase or decrease in quantity shall not exceed 10%.</p> <p>34.2. Additional purchase options:</p> <p>Before the contract expires, the Investor and the Contractor shall agree to purchase additional quantities of goods and services of the package in addition to the quantities stated in Chapter IV, provided that they do not exceed the ratio specified in the BDS and meet the requirements in Clause 8, Article 39 of the Law on Bidding. The additional purchased work must be similar to the work specified in the signed contract and have a unit price. This additional quantity of goods and services shall not be used to evaluate the capacity and experience of the Contractor. For joint venture contractors, the division of responsibilities for performing additional quantities according to the additional purchase option shall be implemented according to the division of work ratio according to the signed contract, unless otherwise agreed by the parties.</p>
35. Notice of acceptance of BP and contract award	<p>After the Investor posts the notice of contractor selection results, the Inviting Party shall send a notice of acceptance of the Bidding Documents and award the contract to the winning bidder, including requirements on contract performance security measures, completion time, and contract signing as prescribed in Form No. 16, Part 4 to the winning bidder. The notice of acceptance of the BP and contract award is part of the contract documents. In case the winning bidder fails to complete, sign the contract or fails to submit the contract performance security within the time limit stated in the notice of acceptance of the BP and contract award, the bidder will be disqualified and will not be refunded the bid security value as prescribed in Point b, Section 18.5 of the ITB. The time limit stated in the notice of acceptance of the Bidding Documents and contract award is calculated from the date the Inviting Party sends this notice of acceptance to the winning bidder.</p>
36. Conditions for signing the contract	<p>36.1. At the time of signing the contract, the selected contractor's BP are still valid.</p> <p>36.2. At the time of signing the contract, the selected contractor</p>

	<p>must ensure that it meets the requirements on technical and financial capacity to implement the package as required by the Bidding Documents. In case the contractor no longer meets the basic requirements on technical and financial capacity as stipulated in the Bidding Documents, the Investor will refuse to sign the contract with the contractor. The Investor will cancel the decision approving the contractor selection results, notify the acceptance of the BP and award the previous contract and invite the next ranked contractor to compare documents.</p> <p>36.3. The investor must ensure conditions for advance capital, payment capital and other necessary conditions to implement the bid package on schedule.</p>
<p>37. Contract performance guarantee</p>	<p>37.1. The selected Contractor must provide a contract performance guarantee before or at the same time as the contract takes effect as prescribed in Section 5 of the General Conditions of Contract, Chapter VI. In case of applying a contract performance guarantee, the form specified in Section 4 or another form approved by the Investor must be used.</p> <p>37.2. The Contractor shall not be entitled to return the contract performance security in the following cases:</p> <ul style="list-style-type: none"> a) Refusal to perform the contract when the contract is effective; b) Violation of the agreement in the contract; c) Contract performance is behind schedule due to one's own fault but refuses to extend the validity of the contract performance guarantee.
<p>38. Resolution of petitions in bidding</p>	<p>38.1. When seeing that their legitimate rights and interests are affected, contractors, agencies and organizations may request competent authorities and investors to review issues in the contractor selection process and contractor selection results according to the provisions of Articles 89, 90 and 91 of the Law on Bidding.</p> <p>38.2. In case of petition to the Investor, contractor, agency or organization shall send petition directly on the System. In case of petition to the Competent Authority, contractor shall send petition to the address specified in the BDS .</p>
<p>39. Supervision of contractor selection process</p>	<p>When detecting acts or contents that are not in accordance with the provisions of the bidding law, the contractor is responsible for notifying the organization or individual performing the supervision task as prescribed in the BDS.</p>

Chapter II . BID DATA SHEET

ITB 1.1	Investor Name: Dong Anh Electrical Equipment Corporation - Joint Stock Company
ITB 1.2	Package name: Supply of 300-ton multi-directional transport vehicle Contract performance period: 120 days Quantity: 01 vehicle
ITB 3.1	Source of capital: Equity and debt capital
ITB 4.6	Bidders participating in the bidding must have their names on the National Bidding Network System: Applicable
ITB 5.1 (c)	<p>Ensure competition in bidding according to the following regulations:</p> <ul style="list-style-type: none"> - The participating contractor does not have shares or capital contribution of more than 30% with : <i>Dong Anh Electrical Equipment Corporation - Joint Stock Company, address 189 Lam Tien Street, Thu Lam Commune, Hanoi City.</i> - The participating contractor does not have shares or capital contributions with the consulting contractors; does not have shares or capital contributions of more than 20% of another organization or individual with each party, specifically as follows: <ul style="list-style-type: none"> + Establishment of BD: <i>Dong Anh Electrical Equipment Corporation - Joint Stock Company, address 189 Lam Tien Street, Thu Lam Commune, Hanoi City ,</i> + BP evaluation : <i>Dong Anh Electrical Equipment Corporation - Joint Stock Company, address 189 Lam Tien Street, Thu Lam Commune, Hanoi City ,</i> + Appraisal of contractor selection results: <i>Dong Anh Electrical Equipment Corporation - Joint Stock Company, address 189 Lam Tien Street, Thu Lam Commune, Hanoi City ,</i>
ITB 7.5	Pre-bid conference: "Are not" .
ITB 8	BP submission fee: According to current regulations
ITB 9	The BP as well as all documents and materials related to the BP shall be written in Vietnamese or English. Supplementary documents in the BP may be written in other languages, and accompanied by a translation into Vietnamese or English. In case of lack of translation, the Inviting Party may request the Bidder to send additional documents (if necessary).

ITB 10.8	The Contractor must submit the following documents with the BP: “not required”.
ITB 12.1	Contractor: “not allowed” to submit alternative technical solutions
ITB 13.5	<p>In the price list, the contractor must quote according to the following requirements:</p> <ul style="list-style-type: none"> - Price quoted at CIF Hai Phong port according to Incoterms 2020 regulations - The price of the goods includes all taxes, fees and charges (if any) according to the Form in Chapter IV-Bidding Form. - Offer full costs for related services to implement the bid package and include all taxes, fees and charges (if any) according to the form in Chapter IV-Bidding form.
ITB 14.1	<p>Bidding and payment currencies are VND or USD or EUR.</p> <p>The currency used for evaluating bids and comparing with the approved bid package price is Vietnamese Dong (VND). The exchange rate is calculated based on the selling rate of the Joint Stock Commercial Bank for Foreign Trade of Vietnam (Vietcombank) announced on 28 days before the bid closing date.</p>
ITB 14.2	<p>For Goods and Services produced or processed within Vietnam, the price shall be stated in the currency of the Buyer’s country (VND). In case the Bidder is permitted to quote in foreign currency(ies), the Bidder shall demonstrate the scope of its work in foreign currency(ies) with a detailed list of the respective scope of work and the foreign currency value. It shall be ensured that for a particular item, only one currency shall be stated; Domestic costs shall be quoted in VND and foreign costs relating to the package shall be quoted in USD or EUR</p>
ITB 15.10	<p>Expected shelf life of goods (for requesting supplies, spare parts): As required within the scope of supply</p>
ITB 16.2	<p>Documentary requirements to prove the contractor's capacity to perform the contract: "Requires a sales license, a sales authorization from the manufacturer or distributor, or a partnership certificate, or a commitment to technical support, warranty from the manufacturer or distributor, or other documents of equivalent value (hereinafter referred to as a Sales License)"</p> <p>“ In case the bidder does not manufacture or manufacture the goods offered in its BP, the bidder must submit a sales license, a sales authorization letter from the manufacturer or distributor, a</p>

	<p>partnership certificate, or a commitment to technical support, warranty from the manufacturer or distributor, or other documents of equivalent value to prove that the bidder is duly authorized by the manufacturer or distributor to supply such goods in Vietnam. The bidder may or may not attach this document to the BP, even if the bidding documents require the bidder to have this document. The failure of the bidder to attach the above document is not a reason for the bidder to be eliminated. The bidder will still be considered and evaluated for approval to win the bid. In case the bidder wins the bid, the bidder must present the above document before signing the contract and is responsible for the accuracy of the documents and information provided by it. In case the bidder cannot present a sales license, a sales authorization letter, the bidder must present the above document before signing the contract, and is responsible for the accuracy of the documents and information provided by it . In case the bidder cannot present a sales license, a sales authorization letter, the bidder must present the above document ... If the manufacturer's or distributor's sales authorization or partnership certificate or technical support commitment, warranty of the manufacturer or distributor or other equivalent document is required to sign the contract, the next ranked bidder will be invited to compare the documents.</p> <p>In case the contractor has been approved to win the bid but the manufacturer, agent or distributor does not provide a Sales License without a valid reason and if the contractor still proves its ability to provide warranty, maintenance, repair, maintenance, spare parts supply or other after-sales services You can still sign the contract without having to present a Sales License.</p>
ITB 17.1	The validity period of the BP is: ≥ 90 days <i>from</i> the date of bid closing.
ITB 18.2	<p>Bid security content:</p> <ul style="list-style-type: none"> - Bid security value: VND 150,000,000 or equivalent amount of USD 5,700.00 or EUR 4,800 - Validity period of bid security: ≥ 120 days from the bid closing date.
ITB 18.4	Time for returning or releasing bid security for unselected bidders: 14 days from the date the results of contractor selection are approved.
ITB 19.1	<p>Address of the Inviting Party (used to submit BP):</p> <p>Recipient: Business Department - Dong Anh Electrical</p>

	<p>Equipment Corporation - Joint Stock Company Address: No. 189 Lam Tien Street, Thu Lam Commune, Hanoi City. Bidding closing time is: 09:00, day month year 2025</p>
ITB 20.1	Number of submitted BP: 01 original and 02 copies
ITB 27.2	Maximum value for subcontractors: Not applicable
ITB 28.4	Incentive calculation: Not applicable
ITB 29.1	<p>The method of evaluating BP is:</p> <ul style="list-style-type: none"> - Assessment of capacity and experience: Pass/Fail. - Technical assessment: "Pass/Fail" . - Financial evaluation: Lowest price method
ITB 29.5	<p>How to do:</p> <p>- "Comparison and ranking of BP are determined on the basis of bid prices excluding taxes , fees and duties related to import, special consumption tax (if any), and VAT. for imported goods under delivery terms CI F Hai Phong Port".</p> <p>- Bidder ranking: the bidder with the lowest bid price after deducting the discount value (if any) and adding the preferential value (if any) is ranked first.</p>
ITB 31.4	- Select the lowest price method: The contractor with the lowest bid price after deducting the discount value (if any).
ITB 34.1	<p>Maximum mass increase rate is: 10%</p> <p>Maximum weight loss ratio is: 10%</p>
ITB 34.2	<ul style="list-style-type: none"> - Optional purchases: "not applicable" - Maximum optional purchase rate is: 0%
ITB 38.2	<p>Address to receive petitions from the Investor: Dong Anh Electrical Equipment Corporation - Joint Stock Company Address: No. 189 Lam Tien Street, Thu Lam Commune, Hanoi City.</p>
ITB 39	<p>Address of the organization or individual performing the task of monitoring and supervision: Dong Anh Electrical Equipment Corporation - Joint Stock Company Address: No. 189 Lam Tien Street, Thu Lam Commune, Hanoi City.</p>

Chapter III. BP EVALUATION CRITERIA

Section 1. Evaluation of the validity of the BP

A contractor's bid is considered valid when it fully meets the following requirements:

1. There is a bid security that does not violate any of the cases specified in Section 18.3 of the ITB. The letter of guarantee must be signed and sealed (if any) by a legal representative of a domestic credit institution or a branch of a foreign bank established under Vietnamese law, or the guarantee insurance certificate must be signed and sealed by a legal representative of a domestic non-life insurance enterprise or a branch of a foreign non-life insurance enterprise established under Vietnamese law, with the guarantee value, effective period and beneficiary as required by the Bidding Documents. The letter of guarantee or guarantee insurance certificate must not be signed before the Investor issues the Bidding Documents; must not be accompanied by conditions that are disadvantageous to the Investor or the Inviting Party (including failure to meet all commitments as prescribed in Form No. 04A, Form No. 04B, Chapter IV). For joint venture contractors, joint venture members must use the same bid security format: electronic or paper bid security.

2. In case of joint venture contractors, the joint venture agreement must clearly state the specific work content and the corresponding estimated value that each member of the joint venture will perform according to Form No. 03, Chapter IV. The division of work in the joint venture must be based on the items listed in the bid price list according to Form No. 12.1 or Form No. 12.2, Form No. 13 (13A or 13B) Chapter IV or according to the work in the production process of the items in the bid price list. It is not allowed to divide work that does not belong to these items or does not belong to the production process of these items .

3. The Contractor guarantees the eligibility as prescribed in Section 5 of the ITB.

4. Within 03 years prior to the bid closing date, the contractor has no personnel (who signed a labor contract with the contractor at the time the personnel committed the violation) who have been convicted by the Court of violating bidding regulations causing serious consequences according to the provisions of criminal law with the aim of allowing that contractor to win the bid.

5. Not in a state of suspension or termination of participation in the System .

Contractors with valid BP will be considered and evaluated in the next step.

Section 2. Evaluation criteria for capacity and experience¹

2.1. Evaluation criteria for capacity and experience

The criteria for evaluating capacity and experience shall be implemented according to the provisions in Table No. 01 (for contractors who are not manufacturers of goods within the scope of the bidding package) or Table No. 02 (for contractors who are manufacturers of goods within the scope of the bidding package). Use the pass and fail criteria to develop assessment standards for capacity and experience, which stipulate the minimum required level to assess as pass for each content of the contractor's capacity and experience, including: experience in implementing contracts to supply similar goods; capacity to produce goods; financial capacity including net asset value, revenue, performance of tax declaration and payment obligations and other necessary indicators to assess the contractor's financial capacity; technical facilities, qualifications of professional staff performing related services (if required);

The determination of the specific requirements for each standard specified in this Section is based on the requirements of each specific bid package. A bidder that is assessed to meet all the contents specified in Table 01 (for bidders who are not manufacturers of goods within the scope of the bid package) or Table 02 (for bidders who are manufacturers of goods within the scope of the bid package) meets the requirements on capacity and experience.

The capacity and experience of the subcontractor will not be considered when evaluating the contractor's BP. The contractor himself must meet the evaluation criteria for capacity and experience.

Do not require a bidder to have previously performed one or more contracts in a specific location or to have experience in providing goods or services in a specific location as a criterion for disqualifying a bidder.

In case the currency stated in similar contracts or the payment confirmation of the Investor for the contracts for the supply of goods that have been performed or the tax declaration or related documents proving the capacity and experience of the contractor is not VND, when preparing the BP, the contractor must convert it to VND as a basis for evaluating the BP. The conversion is calculated according to the selling rate of the Joint Stock Commercial Bank for Foreign Trade of Vietnam (Vietcombank) announced on the date of signing the similar contract.

In case the bidder is a parent company (for example, a Corporation) that mobilizes subsidiaries and member companies to perform part of the work of the bid package, the bidder must specifically declare the work for the subsidiaries and member companies according to Form No. 09B, Chapter IV. The assessment of experience in performing similar contracts is based on the value and volume of work

undertaken by the parent company, subsidiaries and member companies in the bid package.

EVALUATION CRITERIA FOR ABILITY AND EXPERIENCE

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

Competency and experience criteria			Requirements to be complied with			Document need to submit
TT	Describe	Request	Independent Contractor	Joint venture contractor		
				Total members of the consortium	Each member of the consortium	
1	History of non-completion of contracts due to contractor's fault	From January 1, 2022 ⁽²⁾ to the time of bid closing, the bidder has no contract for the supply of goods, EPC, EP, PC, turnkey not completed due to the bidder's fault ⁽³⁾ .	Must satisfy this requirement	Not applicable	Must satisfy this requirement	Form No. 07
2	Financial capacity					
2.1	Financial performance ⁽⁵⁾	The bidder's net worth in the most recent fiscal year as of the closing date of the bid must be positive. (Net worth = Total assets - Total liabilities)	Must satisfy this requirement	Not applicable	Must satisfy this requirement	Form No. 08
		Submit financial reports from 2022 to 2024 to provide information demonstrating the contractor's healthy financial situation				
2.2	Average annual revenue (excluding VAT)	The average annual turnover (excluding VAT) of the last 03 ⁽⁶⁾ fiscal years compared to the bid closing date of the bidder has a minimum value of 13,888,888,889 ⁽⁷⁾ VND or 526,314.00 USD or 441,092.00 EUR	Must satisfy this requirement	Must satisfy this requirement	Not applicable	Form No. 08

Competency and experience criteria			Requirements to be complied with			Document need to submit
TT	Describe	Request	Independent Contractor	Joint venture contractor		
				Total members of the consortium	Each member of the consortium	
3	Experience in implementing contracts for the supply of similar goods	<p>The contractor has completed dark at least 01 similar contract as main contractor (independent or member of joint venture) or subcontractor ⁽⁸⁾ during the period from 01 January 2022 ⁽⁹⁾ to the closing date of bid.</p> <p>In which similar contracts are:</p> <ul style="list-style-type: none"> - Similar in nature: as the bid package under consideration ⁽¹⁰⁾; - Minimum size (value): VND 5,000,000,000 ⁽¹¹⁾ or USD 189,473.00 or EUR 158,793.00 	Must satisfy this requirement	Not applicable	Must meet requirements (equivalent to the job undertaken)	Form No. 05A
4	Ability to provide warranty, maintenance, upkeep, repair, supply spare parts or provide other after-sales services ⁽¹²⁾	<p>The Contractor shall demonstrate its ability to perform its obligations of warranty, maintenance, upkeep, repair, provision of spare parts or provision of after-sales services in one of the following ways:</p> <ul style="list-style-type: none"> - Provide necessary information and instructions when investors have difficulties in operation. - Ensure long-term supply of materials and spare parts as quickly as possible when the investor has a need. - Provide necessary technical information for maintenance, repair and preservation of equipment for stable operation. When 	Must satisfy this requirement	Must satisfy this requirement	Not applicable	Contractor's commitment or contract in principle

Competency and experience criteria			Requirements to be complied with			Document need to submit
TT	Describe	Request	Independent Contractor	Joint venture contractor		
				Total members of the consortium	Each member of the consortium	
		necessary, experts can be sent to EEMC to inspect and fix within 7 days from the investor's request.				

Note:

(1) A manufacturer is understood to be an enterprise/production facility that produces goods itself or participates in the production process of goods, or a subsidiary or parent company responsible for distributing and consuming products produced by the parent company or other subsidiaries in the Group or General Company.

(2) Record the required time, usually from 03 years to 05 years before the year of bid closing time. For example: from January 1, 2019 to bid closing time.

(3) Goods supply contract, EPC, EP, PC, turnkey Failure to complete due to contractor's fault includes:

- Contracts for the supply of goods, EPC, EP, PC, turnkey are concluded by the Investor to be not completed by the contractor and the contractor does not object;

- Contracts for the supply of goods, EPC, EP, PC, turnkey are concluded by the Investor to be unfulfilled by the contractor, not accepted by the contractor but have been concluded by the arbitrator or the Court in a direction unfavorable to the contractor.

Contracts for the supply of goods, EPC, EP, PC, turnkey which are not completed include contracts for which the Investor's decision has been overturned by the dispute resolution mechanism. The determination of a contract as being not completed shall be based on all information about the dispute or litigation resolved in accordance with the provisions of the dispute resolution mechanism of the respective contract and when the contractor has exhausted all opportunities for appeal. Contracts which are behind schedule due to the contractor's fault but are still completed shall not be considered as not completed.

For a joint venture contractor in which only one or several members of the joint venture violate and are prohibited from participating in bidding activities as prescribed in Clause 1, Article 125 of Decree No. 24/2024/ND-CP, the remaining joint venture member shall not be considered as failing to fulfill the contract due to the contractor's fault. In case one or more members of the joint venture violate the contract, are no longer capable of continuing to perform the contract, seriously affecting the progress, quality and efficiency of the bid package, only one or more members of the joint venture that violate the contract will be considered as having failed to fulfill the contract, the remaining members will not be considered as having failed to fulfill the contract due to the contractor's fault.

(5) The determination of net asset value is made on the basis of the financial report of the contractor. In case the bid closing date is after the end date of the contractor's fiscal year (year Y) and before or on the last day of the third month from the end date of year Y, the determination of the contractor's net asset value is made on the basis of the financial report of the previous year of year Y (year Y-1).

(6) Record the required time, usually from 03 years to 05 years before the year of bid closing time. In case the number of years the contractor has been established is less than the number of years required by E-BD, the average annual revenue

(excluding VAT) will be calculated based on the number of years the contractor has been established. In this case, if the average annual revenue (excluding VAT) of the contractor meets the value requirements of E-BD, the contractor will still be evaluated without being disqualified.

For contractors who are business households, it is not required to submit financial reports, but contractors must provide documents proving revenue corresponding to tax obligations.

In case the bid closing date is after the end date of the bidder's fiscal year (year Y) and before or on the last day of the 3rd month from the end date of year Y, the requirement for submitting financial statements applies to previous years of year Y (year Y-1, Y-2...).

(7) Common calculation of average annual revenue requirement (excluding VAT) :

b) In case the package implementation period is less than 12 months, the revenue calculation is as follows:

Minimum requirement for average annual turnover (excluding VAT) = (Package price – VAT value) x k. Normally the coefficient “k” required in this formula is 1.5.

(8) For contracts in which the contractor has participated as a member of a joint venture or subcontractor, only the value of the work performed by the contractor shall be calculated.

(9) Record the required time, usually from 03 years to 05 years before the year of bid closing time. For example: from January 1, 2019 to bid closing time.

(10) Similar in nature:

(11) Size of similar contracts:

The assessment of the scale of similar contracts is based on the completed value, which is accepted as follows:

(i) There is at least 01 completed contract providing full range of similar goods with a minimum value of Y in which each similar item in the contract must have a value of 50% satisfaction

(12) If after-sales service is not required, cross out this evaluation criterion.

In case the contractor lacks a commitment, it will be supplemented during the evaluation of the BP. In case the contractor does not supplement the commitment within a reasonable period of time as requested by the Investor or the Inviting Party, the BP of the contractor will be considered as not meeting the requirements on the ability to guarantee, maintain, repair, provide spare parts or provide other after-sales services and will be rejected.

Table 02

EVALUATION CRITERIA FOR ABILITY AND EXPERIENCE

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

Competency and experience criteria			Requirements to be complied with			Document need to submit
TT	Describe	Request	Independent Contractor	Joint venture contractor		
				Total members of the consortium	Each member of the consortium	
1	History of non-completion of contracts due to contractor's fault	From January 1, 2022 ⁽²⁾ to the time of bid closing, the bidder has no contract for the supply of goods, EPC, EP, PC, turnkey not completed due to the bidder's fault ⁽³⁾ .	Must satisfy this requirement	Not applicable	Must satisfy this requirement	Form No. 07
2	Financial capacity ⁽⁵⁾					
2.1	Financial performance ⁽⁶⁾	The bidder's net worth in the most recent fiscal year as of the closing date of the bid must be positive. (Net worth = Total assets - Total liabilities)	Must satisfy this requirement	Not applicable	Must satisfy this requirement	Form No. 08
		Submit financial reports from 2022 to 2024 to provide information demonstrating the contractor's healthy financial situation				
2.2	Average annual revenue (excluding VAT) ⁽⁷⁾	Average annual revenue (excluding VAT) of the last 03 ⁽⁸⁾ fiscal years compared to the time of bidding of the bidder with a minimum value of 13,888,888,889 ⁽⁹⁾ VND or 526,314.00 USD or 441,092.00 EUR	Must satisfy this requirement	Must satisfy this requirement	Not applicable	Form No. 08

Competency and experience criteria			Requirements to be complied with			Document need to submit
TT	Describe	Request	Independent Contractor	Joint venture contractor		
				Total members of the consortium	Each member of the consortium	
3	Production capacity of goods ⁽¹⁰⁾	The Contractor shall provide documents proving the capacity to produce goods in the bid package that meet the requirements in the following manner: - The highest production output of 01 month within the last 05 years up to the time of bidding is at least: 0.21 products.	Must satisfy this requirement	Not applicable	Must meet requirements (equivalent to the job undertaken)	Form No. 05B
4	Ability to provide warranty, spare parts or other after-sales services ⁽¹¹⁾	The Contractor shall demonstrate its ability to perform warranty obligations, provide spare parts or provide after-sales services in one of the following ways: - The Contractor commits to having the capacity to self-perform warranty obligations, provide spare parts or provide after-sales services as required by the Bidding Documents. - The Contractor signs a contract in principle with a unit capable of performing warranty obligations, providing spare parts or providing after-sales services as required by the Bidding Documents.	Must satisfy this requirement	Must satisfy this requirement	Not applicable	Contractor's commitment or contract in principle

Note:

(1) A manufacturer is understood to be an enterprise/production facility that produces goods itself or participates in the production process of goods, or a subsidiary or parent company responsible for distributing and consuming products produced by the parent company or other subsidiaries in the Group or General Company.

(2) Record the required time, usually from 03 years to 05 years before the year of bid closing time.

(3) Contracts for the supply of goods, EPC, EP, PC, turnkey not completed due to the contractor's fault include:

- Contracts for the supply of goods, EPC, EP, PC, turnkey are concluded by the Investor to be not completed by the contractor and the contractor does not object;

- Contracts for the supply of goods, EPC, EP, PC, turnkey are concluded by the Investor to be unfulfilled by the contractor, not accepted by the contractor but have been concluded by the arbitrator or the Court in a direction unfavorable to the contractor.

Contracts for the supply of goods, EPC, EP, PC, turnkey which are not completed include contracts for which the Investor's decision has been overturned by the dispute resolution mechanism. The determination of a contract as being not completed shall be based on all information about the dispute or litigation resolved in accordance with the provisions of the dispute resolution mechanism of the respective contract and when the contractor has exhausted all opportunities for appeal. Contracts which are behind schedule due to the contractor's fault but are still completed shall not be considered as not completed.

For a joint venture contractor where only one or several members of the joint venture violate and are prohibited from participating in bidding activities according to regulations, the remaining joint venture member shall not be considered to have failed to fulfill the contract due to the contractor's fault. In case one or more members of the joint venture violate the contract, are no longer capable of continuing to perform the contract, seriously affecting the progress, quality and efficiency of the bid package, only one or more members of the joint venture that violate the contract will be considered as having failed to fulfill the contract, the remaining members will not be considered as having failed to fulfill the contract due to the contractor's fault.

(6) The determination of net asset value is made on the basis of the financial report of the contractor. In case the bid closing date is after the end date of the contractor's fiscal year (year Y) and before or on the last day of the third month from the end date of year Y, the determination of the contractor's net asset value is made on the basis of the financial report of the previous year of year Y (year Y-1).

For domestic contractors, technology is transferred to produce goods of Vietnamese origin in accordance with the BD. does not have to meet this criterion within 05 years from the date the product is first manufactured and qualified to be put on the market. The basis for determining domestic contractors who are allowed to transfer technology, domestic contractors who are allowed to transfer technology encouraged to transfer to produce goods of Vietnamese origin is the Certificate of registration of technology transfer, Certificate of technology transfer encouraged to transfer according to the provisions of the law on technology, the law on investment .

For domestic contractors producing goods of Vietnamese origin in accordance with the Bidding Documents, they do not have to meet the revenue requirement when bidding for goods that are first produced by the contractor and are eligible to be marketed within 05 years prior to the bid closing date. The contractor is entitled to this incentive from the date the contractor was established but not more than 07 years from the bid closing date;

(8) Record the required time, usually from 03 years to 05 years before the year of bid closing. In case the number of years the bidder has been established is less than the number of years required by the Bidding Documents, the average annual revenue (excluding VAT) is calculated based on the number of years the bidder has been established. In this case, if the bidder's average annual revenue (excluding VAT) meets the Bidding Documents' value requirements, the bidder will still be evaluated without being disqualified.

In case the bid closing date is after the end date of the bidder's fiscal year (year Y) and before or on the last day of the 3rd month from the end date of year Y, the requirement for submitting financial statements applies to previous years of year Y (year Y-1, Y-2...).

(9) Typical calculation of average annual revenue requirement (excluding VAT) :

a) In case the package implementation period is 12 months or more, the revenue calculation is as follows:

Minimum average annual turnover requirement (excluding VAT) = [(Package price – VAT value)/package implementation period in years] x k. Normally, the coefficient “k” required in this formula is from 1.5 to 2.

b) In case the package implementation period is less than 12 months, the revenue calculation is as follows:

Minimum requirement for average annual revenue from production and business activities (excluding VAT) = (Package price – VAT value) x k. Normally the coefficient “k” in this formula is required to be 1.5 .

(10) In case the bidding package includes many different types of goods, depending on the nature and scale of the bidding package, the Inviting Party shall

make requirements on the design capacity of the factory, production line or the highest production output of 01 month in the 05 most recent years up to the time of bidding closing on the basis of the main types of goods of the bidding package (must clearly state the main goods) or on the basis of all types of goods of the bidding package, corresponding to the requirements on the main items or all goods of the bidding package for the contractor being a trader.

The design capacity of the factory, production line or the highest production output of 01 month in the 05 most recent years up to the time of bidding is equal to: kx (Quantity required of the bidding package \times 30/time to implement the bidding package (calculated in days)). Normally $k = 1.5$; in case of centralized procurement or procurement of goods with large quantity and volume of bidding invitations, $k = 1$ can be stipulated.

In case the goods are products domestically manufactured by Vietnamese contractors (which may or may not have been sold on the market), the contractor must prove that the design capacity or production output meets the requirements.

In case the bidder is both a manufacturer and a supplier (some goods or a part of the volume of goods offered by the bidder in the Bidding Documents are produced by the bidder, some other goods or a part of the volume of goods are purchased by the bidder from other manufacturers or suppliers to supply to the bid package), in addition to declaring production capacity, the bidder must also declare experience in performing similar contracts according to the content specified in Section 4 of Table No. 01 of this Chapter. The assessment of the bidder's experience will be carried out on the basis of contracts for the supply of similar goods (corresponding to the part of goods purchased by the bidder from other manufacturers or suppliers) and the bidder's production capacity (corresponding to the part of goods produced by the bidder to supply to the bid package).

Contractors can use documents such as sales invoices, inventory quantities, etc. to prove the output produced in 01 month; use documents proving the design capacity of the factory and production line to prove production capacity.

(11) In case the contractor lacks a commitment, it will be supplemented during the evaluation of the BP. In case the contractor does not supplement the commitment within a reasonable period of time as requested by the Investor or the Inviting Party, the contractor's BP will be considered as not meeting the requirements on the ability to provide warranty, spare parts or other after-sales services and will be rejected. In case no after-sales service is required, this evaluation criterion will be crossed out .

2.2. Evaluation criteria for key personnel:

STT	Job position	Total years of experience	Experience in similar jobs	Professional qualifications
1	Equipment installation instructions	Minimum 5 years	Minimum 3 years	University

Section 3. Technical evaluation criteria

Evaluation by method pass/fail ¹:

Review content		Use pass and fail criteria
1. Technical characteristics of goods		
Characteristics, technical parameters of goods, production standards, manufacturing standards and technology.	Have characteristics, technical parameters of goods, production standards, manufacturing standards and technology that are completely suitable to meet the requirements of BD	Pass
	There are no characteristics, technical parameters of goods, production standards, manufacturing standards and appropriate technology, meeting the requirements of BD.	Fail
2. Technical solutions and measures to organize the supply of goods		
Technical solutions, measures to organize the supply and installation of goods, equipment installation capabilities, and arrangement of technical staff.	Have technical solutions and measures to organize the supply of goods reasonably and economically.	Pass
	There are no technical solutions or measures to organize the supply of goods reasonably and economically.	Fail
3. Goods delivery progress		

Reasonable and feasible goods supply schedule in accordance with technical proposal and meeting BD requirements.	There is a reasonable, feasible and suitable schedule for providing goods and documents in accordance with the technical proposal and meeting the requirements of the Bidding Documents.	Pass
	There is no Schedule of goods and documents supply or there is a Schedule of goods and documents supply that is unreasonable, unfeasible, or inconsistent with the technical proposal.	Fail
4. Adaptability and environmental impact		
4.1 Geographical adaptability		
Geographical adaptability	The goods supplied are fully geographically adapted.	Pass
	The goods supplied are not geographically appropriate.	Fail
4.2 Environmental impacts and solutions		
The goods supplied have an impact on the environment and proposed solutions	The goods supplied have little impact on the environment and propose reasonable solutions.	Pass
	The goods supplied have a significant impact on the environment and no solutions are proposed.	Fail
5. Manufacturer's experience and capacity		
Minimum number of years of experience of the manufacturer in producing the goods as offered (as per scope of supply-chapter V)	At least 10 years	Pass
	Less than 10 years	Fail
6. Warranty		
Warranty period 24 months	Warranty period 24 months	Pass
	Warranty period under 24 months	Fail

7. Technical documentation requirements upon delivery		
Technical documentation upon delivery	Full C/O, C/Q, Catalog, installation instructions, equipment usage, installation drawings, electrical control diagram drawings.	Pass
	Incomplete C/O, C/Q, Catalog, installation instructions, equipment usage, installation drawings, electrical control diagram drawings.	Fail
8. Copyright commitment		
The Contractor has a written commitment not to infringe intellectual property rights with respect to the supplied products.	Provide documentation to demonstrate compliance and commitment as required	Pass
	Failure to provide documentation to demonstrate compliance and commitment as required	Fail
9. Commitment to equipment quality		
The contractor/manufacturer commits to resolve and handle equipment defects and failures due to manufacturer's fault after the warranty expires.	There is commitment	Pass
	After clarification, no commitment or incorrect/incomplete commitment	Fail
Conclude (1)		_____

Note: A contractor is considered to have met the technical requirements when all general criteria are assessed as pass and will be considered for the next step. In case the contractor does not meet one of the technical requirements, it will be assessed as fail and will not be considered for the next step.

Section 4. Financial evaluation criteria

Select price evaluation method: Lowest price method

How to determine the lowest price by following these steps:

Step 1. Determine the bid price, bid price after discount (if any);

Step 2. Determine the preferential value (if any) according to the provisions of Section 28 E-ITB;

Step 3. Bidder ranking: The bidder with the lowest bid price after deducting the discount value (if any) and adding the preferential value (if any) is ranked first.

**Section 5. Alternative technical solutions in the Bidding Documents:
Not applicable**

Chapter IV. BIDDING FORM

Status	Form	How to do it	Responsibility for implementation	
			Investor	Contractor
1	Form No. 01A. Scope of goods supply (Applicable to lump sum contracts)	Fill out the form and submit the paper copy	X	
2	Form No. 02A. Bidding Form			X
3	Form No. 03. Joint Venture Agreement			X
4	Form No. 04A. Bid security (applicable to independent contractors)			X
5	Form No. 04B. Bid security (applicable to joint venture contractors)			X
6	Form No. 05A. Similar contract performed by the contractor (applicable to commercial contractors)			X
7	Form No. 05B. Declaration of production capacity (applicable to contractors who are manufacturers)			X
8	Form No. 07. Contract for supply of goods, not completed due to past contractor fault			X
9	Form No. 08. Financial situation of the contractor			X
11	Form No. 10A. Supply progress table			X
12	Form No. 10B. Contractor's Proposal for Goods			X

13	Form No. 11.1. Bid price summary table			X
14	Form No. 11.2. Bid price summary table			X
15	Form No. 12.1. Bid price list of goods (applicable to lump sum contract type)			X
16	Form No. 12.2. Bid price list of goods (applicable to lump sum contract type)			X
17	Form No. 13A. Bidding price list for related services (applicable to lump sum contract and unit price contract)			X
18	Form No. 14A. Price list of materials and spare parts (Applicable in case the contractor is required to propose himself)			X
19	Form No. 14B. Price list of materials and spare parts (Applicable in case the Investor requests)			X

SCOPE OF PROVISION OF GOODS*(Applicable to package contract type)*

The investor shall list in detail the list of goods required to be supplied. The list of goods with quantity, required types and detailed descriptions and explanations (if necessary) must be clearly stated.

STT	Product catalog (1)	Unit of measure	Mass	Description of goods (2)	Requirements on origin of goods (if any) (3)	Project location	Delivery date (4)	
							Earliest delivery date (CIF Hai Phong port)	Latest delivery date (Date of equipment handover and commissioning)
1	Transoorter body	Set	1	As required in Chapter V	As required in Chapter V	Dong Anh Electrical Equipment Corporation	100 days	120 days
2	Drive wheel unit	Set	8	As required in Chapter V	As required in Chapter V	Dong Anh Electrical Equipment Corporation	100 days	120 days
3	Wheel motor servo	Set	16	As required in Chapter V	As required in Chapter V	Dong Anh Electrical Equipment Corporation	100 days	120 days

4	Wheel servo driver	Set	16	As required in Chapter V	As required in Chapter V	Dong Anh Electrical Equipment Corporation	100 days	120 days
5	Planetary reducer	Set	16	As required in Chapter V	As required in Chapter V	Dong Anh Electrical Equipment Corporation	100 days	120 days
6	Movement controller	Set	1	As required in Chapter V	As required in Chapter V	Dong Anh Electrical Equipment Corporation	100 days	120 days
7	Screen HMI	System	1	As required in Chapter V	As required in Chapter V	Dong Anh Electrical Equipment Corporation	100 days	120 days
8	Lithium battery pack	Set	1	As required in Chapter V	As required in Chapter V	Dong Anh Electrical Equipment Corporation	100 days	120 days
9	Remote controller	Set	1	As required in Chapter V	As required in Chapter V	Dong Anh Electrical Equipment Corporation	100 days	120 days
10	Hydraulic servo driver	Set	3	As required in Chapter V	As required in Chapter V	Dong Anh Electrical Equipment Corporation	100 days	120 days

11	Hydraulic servo driver	Set	3	As required in Chapter V	As required in Chapter V	Dong Anh Electrical Equipment Corporation	100 days	120 days
12	Hydraulic valve	System	1	As required in Chapter V	As required in Chapter V	Dong Anh Electrical Equipment Corporation	100 days	120 days
13	Combined seal	System	1	As required in Chapter V	As required in Chapter V	Dong Anh Electrical Equipment Corporation	100 days	120 days
14	Hydraulic hoses and fittings	System	1	As required in Chapter V	As required in Chapter V	Dong Anh Electrical Equipment Corporation	100 days	120 days
15	Travel sensor	System	1	As required in Chapter V	As required in Chapter V	Dong Anh Electrical Equipment Corporation	100 days	120 days
16	Centering sensor	System	1	As required in Chapter V	As required in Chapter V	Dong Anh Electrical Equipment Corporation	100 days	120 days
17	Absolute value encoder	System	1	As required in Chapter V	As required in Chapter V	Dong Anh Electrical Equipment Corporation	100 days	120 days

18	Control system	System	1	As required in Chapter V	As required in Chapter V	Dong Anh Electrical Equipment Corporation	100 days	120 days
19	Indicator lights, knobs	System	1	As required in Chapter V	As required in Chapter V	Dong Anh Electrical Equipment Corporation	100 days	120 days
20	Charge	System	1	As required in Chapter V	As required in Chapter V	Dong Anh Electrical Equipment Corporation	100 days	120 days
21	Anti-collision rubber strip	System	1	As required in Chapter V	As required in Chapter V	Dong Anh Electrical Equipment Corporation	100 days	120 days
22	Nylon guide strip	Set	2	As required in Chapter V	As required in Chapter V	Dong Anh Electrical Equipment Corporation	100 days	120 days
23	Electrical pressure bearing wooden board	Set	2	As required in Chapter V	As required in Chapter V	Dong Anh Electrical Equipment Corporation	100 days	120 days
24	Related services	All-inclusive	1	As required in Chapter V	As required in Chapter V	Dong Anh Electrical Equipment Corporation	100 days	120 days

Note:

(1) The list of goods includes goods items, each goods item corresponds to the volume, unit of measurement and other information in this Table.

(2) Refer to the corresponding content specified in Chapter V.

(3) Applicable in the following cases:

- The investor requires origin by group of countries and territories as prescribed in Clause 2, Article 44 of the Law on Bidding. In this case, the bidder must offer goods in accordance with the requirements on origin or Vietnamese origin, even in cases where the origin by group of countries and territories that the investor requires does not include Vietnam. Bidders offering goods that do not have the origin required by the Bidding Documents or are not of Vietnamese origin will be disqualified.

Examples of groups of countries and territories: Europe, Asia, America...; European Union (EU), Association of Southeast Asian Nations (ASEAN), Organization for Economic Cooperation and Development (OECD), groups of major economies G20, G8, G7...

- The investor decides to require bidders to offer domestically-originated goods when the goods procurement package meets the provisions in Point e, Clause 3, Article 10 of the Law on Bidding. In this case, bidders must offer Vietnamese-originated goods; bidders offering goods not of Vietnamese origin will be disqualified.

If the Investor does not require origin, leave this content blank.

(4) Delivery date shall comply with the technical requirements specified in Chapter V.

In case the bidding package is divided into parts (lots), the Investor must clearly fill in the name of each part (lot) and the goods as in this Form.

BID FORM ⁽¹⁾

(Applies to independent contractors)

Day: ____

Package name: ____

Dear: ____

After studying BD, we:

Contractor name: ____, commit to perform the bidding package ____ NOTICE INVITING BIDS: ____ in accordance with the requirements stated in the BD with the bid price (total amount) CIF Hai Phong port of ____ along with the attached bid price summary tables.

In addition, we voluntarily reduce our bid price by a discount percentage of ____ *[Insert discount percentage, if any]*.

The bid price after deducting the discount value is: ____ (including all taxes, fees, charges (if any)).

Validity of BP: ____

Validity of Bid Security ⁽²⁾: ____ *[insert validity period from bid closing date]*

We are committed to:

1. Participate in this tender only as a main contractor;
2. Not in the process of dissolution, not concluded to be in bankruptcy or insolvent according to the provisions of law;
3. Not violating regulations on ensuring competition in bidding;
4. Do not commit acts of corruption, bribery, bid rigging, obstruction and other violations of bidding laws when participating in this bid package;
5. The information declared in the BP is truthful;

If our bid is accepted, we will provide performance security as specified in Section 37- Instructions to Bidders of the bidding documents.

The bidding documents are valid for a period of ____ days, from ____ day of ____ month of ____ year.

Legal representative of the bank

[name, title, signature and seal]

JOINT VENTURE AGREEMENT ⁽¹⁾

Day: ____

Bidding Package: __

Belongs to project ____

Based on BD Package: _____ with number NOTIVE INVITING BIDS : __

We, representing the parties signing the joint venture agreement, include:

Name of first consortium member: ____

Tax code : ____ ;

Representative is Mr./Ms.: _____

Position: _____

Address: _____

Phone: _____

Name of second consortium member: ____

Tax code: ____ ;

Representative is Mr./Ms.: _____

Position: _____

Address: _____

Phone: _____

...

Name of the nth consortium member: ____

Tax code: ____ ;

Representative is Mr./Ms.: _____

Position: _____

Address: _____

Phone: _____

The parties (hereinafter referred to as members) agree to sign a joint venture agreement with the following contents:

Article 1. General principles

1. Members voluntarily form a consortium to participate in bidding for the package ___ belong to project ___ .

2. The members agree that the name of the consortium for all transactions related to this bid package is: ____ .

3. The members commit that no member shall arbitrarily participate independently or in a joint venture with another contractor to participate in this bid package. In case of winning the bid, no member shall have the right to refuse to perform the responsibilities and obligations stipulated in the contract. In case a member of the joint venture refuses to fulfill his/her own responsibilities as agreed, that member shall be handled as follows:

- *Compensation for damages to the parties in the consortium;*
- *Compensate the Investor for damages according to the provisions stated in the contract;*
- *Other form of treatment ____ [specify other form of treatment].*

Article 2. Assignment of responsibilities

The members agreed to assign responsibilities to carry out the package ____ project/purchase budget ____ for each member as follows:

1. Leading member of the consortium:

The parties agree to assign ____ as the head of the consortium, representing the consortium in the following tasks ⁽³⁾:

- Use account and digital certificate to submit BP for the entire consortium.
- [- Sign documents and papers to transact with the Investor, the Inviting Party during the bidding process, documents explaining and clarifying the Bidding Documents or documents requesting the withdrawal of the Bidding Documents;*
- *Provide bid security for the entire consortium;*
- *Participate in document comparison and contract finalization;*
- *Sign the petition in case the contractor has a petition;*
- *Other jobs except for signing the contract ____ [specify the content of other jobs (if any)].*

2. The members of the consortium agree to assign responsibilities for performing the work according to the table below ⁽⁴⁾:

STT	Names of members in consortium	Job content	Percentage of value assumed compared to total bid price
1	Name of the leading member of the consortium <i>(Automatic extraction system)</i>	- ____ - ____	- ____% - ____%
2	Name of 2nd member	- ____ - ____	- ____% - ____%
....
Total		The entire work of the package	100%

Article 3. Validity of joint venture agreement

1. The joint venture agreement is effective from the date of signing.
2. The joint venture agreement shall terminate in the following cases:
 - The parties fulfill their responsibilities and obligations and proceed to liquidate the contract;
 - The parties mutually agree to terminate;
 - The joint venture contractor did not win the bid;
 - Cancel the bidding package ____ [*Automatic extraction system*] of the project/purchase estimate ____ [*Automatic extraction system*] according to the notice of the Investor and the Inviting Party.

The joint venture agreement is made with the approval of all members.

LEGAL REPRESENTATIVE OF THE LEADING MEMBER OF THE JOINT VENTURE

[confirmation, digital signature]

LEGAL REPRESENTATIVE OF THE JOINT VENTURE MEMBER

[confirmation, digital signature]

Note:

- (1) In case the bid package is divided into many independent parts, the joint

venture agreement must clearly state the names and numbers of the parts for which the joint venture bidder participates, clearly stating the common and separate responsibilities of each joint venture member for the bidding part.

(2) The system automatically updates legal documents according to current regulations.

(3) The assignment of responsibilities includes one or more tasks as stated .

(4) The Contractor must clearly state the specific work content and the corresponding value estimate that each member of the consortium will perform, the common responsibilities, the individual responsibilities of each member, including the head of the consortium. The division of work in the consortium must be based on the items listed in the bid price list according to Form No. 12.1 or Form No. 12.2, Form No. 13 (13A or 13B) of this Chapter or according to the work in the production process of the items in the bid price list. Work that does not belong to these items must not be divided. or not part of the production of these items.

BIDDING SECURITY ⁽¹⁾*(Applies to independent contractors)*

Beneficiary (Guarantee): ___ *[insert name and address of the Investor specified in Section 1.1 of the BDS or name of the Inviting Party specified in Section 5.1(c) of the BDS]*

Date of issue of guarantee: ___ *[insert date of issue of guarantee]*

BIDDING SECURITY No: ___ *[insert summary number of Bid Security]*

Guarantor: ___ *[insert name and address of issuer, if this information is not already shown in the letterhead on the printed paper]*

We are informed that the Guaranteed Party is _____ *[name of the contractor]* (hereinafter referred to as “the Contractor”) will participate in the bidding for the implementation of the package _____ *[name of the package]* of the project _____ *[name of the project]* according to the Invitation to Bid/NOTICE INVITING BIDS No. _____ *[summary number of the Invitation to Bid/NOTICE INVITING BIDS]* .

We hereby undertake to the Beneficiary that we guarantee to the Contractor an amount of _____ *[specify the value in figures, in words and currency used]* .

This guarantee is effective for ___ ⁽²⁾ days, from the date ___ month ___ year ___ ⁽³⁾ .

At the request of the Contractor, we, as Guarantor, undertake ⁽⁴⁾ to pay to the Beneficiary an amount of ___ *[specify the value in figures, in words and currency]* upon receipt of written notice from the Beneficiary of the Contractor's breach in the following cases:

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

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

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

4. The Contractor fails to conduct or refuses to compare documents within 05 working days from the date of receipt of the notice inviting document comparison

or has compared documents but refuses or does not sign the document comparison record, except in cases of force majeure;

5. The Contractor fails to execute or refuses to complete the contract or framework agreement within 10 days from the date of receipt of the bid winning notice from the Inviting Party, except in cases of force majeure;

6. The Contractor fails to execute or refuses to sign the contract or framework agreement within 10 days from the date of completion of the contract or framework agreement, except in cases of force majeure.

In case the Contractor wins the bid, this guarantee will expire immediately after the Contractor signs the contract and submits the contract performance guarantee to the Beneficiary as agreed in that contract.

In case the Bidder fails to win the bid, this guarantee shall expire immediately upon our receipt of a copy of the notification of the results of the bidder selection or 30 days from the expiry date of the BP, whichever comes first.

Any claim under this guarantee must be submitted to our office before or on the last day of validity of this guarantee. We unconditionally and irrevocably commit to pay the Investor any amount within the above mentioned guarantee amount upon the Investor's claim for compensation.

Legal representative of the bank

[name, title, signature and seal]

Note:

(1) In case of bid security If the bid security violates one of the following regulations: has a lower value, a shorter validity period than the requirements specified in Section 18.2 **of the BDS**, has the wrong name of the beneficiary, is not an original, does not have a valid signature, is signed before the Investor issues the Bidding Documents or is accompanied by conditions that are disadvantageous to the Investor or the Inviting Party, the bid security is considered invalid.

(2) Record according to the provisions on effective period in Section 18.2 **of the BDS**.

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

(4) In case the bid security lacks one or more commitments in the above-

mentioned commitments, it will be considered a disadvantageous condition for the Investor and the Inviting Party according to the provisions of Section 18.3 **of the ITB** and the letter of guarantee will be considered invalid.

BIDDING SECURITY ⁽¹⁾*(applicable to joint venture contractors)*

Beneficiary (Guarantee): ___ *[write the name and address of the Investor as specified in Section 1.1 of the Bidding Documents or write the name of the Inviting Party as specified in Section 5.1 (c) of the BDS]*

Date of issue of guarantee: ___ *[insert date of issue of guarantee]*

BIDDING SECURITY No: ___ *[insert summary number of Bid Security]*

Guarantor: ___ *[insert name and address of issuer, if this information is not already shown in the letterhead on the printed paper]*

We are informed that the Guaranteed Party is ___ *[name of the contractor]* ⁽²⁾ (hereinafter referred to as “the Contractor”) will participate in the bidding to implement the package ___ *[name of the package]* of the project ___ *[name of the project]* according to the Invitation to Bid/NOTICE INVITING BIDS No. ___ *[summary number of the Invitation to Bid/NOTICE INVITING BIDS]* .

We hereby undertake to the Beneficiary that we will guarantee for the Bidder participating in this bid package an amount of ___ *[specify the value in figures, in words and currency used]* .

This guarantee is valid for ___ ⁽³⁾ days, from the date ___ month ___ year ___ ⁽⁴⁾ .

At the request of the Contractor, we, as Guarantor, undertake ⁽⁵⁾ to pay to the Beneficiary an amount of _____ *[specify the value in figures, in words and currency]* upon receipt of written notice from the Beneficiary of the Contractor's breach in the following cases:

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

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

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

4. The Contractor fails to conduct or refuses to compare documents within 05

working days from the date of receipt of the notice inviting document comparison or has compared documents but refuses or does not sign the document comparison record, except in cases of force majeure;

5. The Contractor fails to carry out or refuses to complete the contract or framework agreement within 10 days from the date of receipt of the bid winning notice from the Inviting Party, except in cases of force majeure;

6. The Contractor fails to execute or refuses to sign the contract or framework agreement within 10 days from the date of completion of the contract or framework agreement, except in cases of force majeure.

7. If any member of the consortium _____ *[full name of the consortium contractor]* If a violation of the provisions of law results in the non-return of the bid security as prescribed in Section 18.5 of the ITB, the bid security of all members of the consortium will not be returned.

In case the Contractor wins the bid, this guarantee will expire immediately after the Contractor signs the contract and submits the contract performance guarantee to the Beneficiary as agreed in that contract.

In case the Bidder fails to win the bid, this guarantee shall expire immediately upon our receipt of a copy of the notification of the results of the bidder selection or 30 days from the expiry date of the BP, whichever comes first.

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

Legal representative of the bank

[name, title, signature and seal]

Note:

(1) In case of bid security If the bid security violates one of the following regulations: has a lower value, a shorter validity period than the requirements specified in Section 18.2 **of the BDS**, has the wrong name of the beneficiary, is not an original, does not have a valid signature, is signed before the Investor issues the Bidding Documents, or is accompanied by conditions that are disadvantageous to the Investor or the Inviting Party , the bid security is considered invalid.

(2) The contractor's name may be one of the following:

- Name of the joint venture contractor, for example, joint venture contractor A + B participating in the bid, the contractor name is written as "Joint venture contractor A + B";

- Name of the member responsible for performing the bid security for the entire consortium or for another member in the consortium, for example, joint venture contractor A + B + C participates in the bid, in case the joint venture agreement assigns contractor A to perform the bid security for the entire consortium, the contractor's name is recorded as "contractor A (on behalf of joint venture contractor A + B + C)", in case the joint venture agreement assigns contractor B to perform the bid security for contractors B and C, the contractor's name is recorded as "contractor B (on behalf of contractors B + C)";

- Name of the joint venture member separately performing the bid security;

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

(3) Record according to the provisions on effective period in Section 18.2 **of the BDS**.

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

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

SIMILAR CONTRACTS PERFORMED BY CONTRACTORS ⁽¹⁾
(applicable to commercial contractors)

Contractor Name: _____ *[insert full name of contractor]*.

Information about each contract, each contract must ensure the following information :

Name and contract number	<i>[write full name of contract, reference number]</i>		
Contract date	<i>[write day, month, year]</i>		
Completion date	<i>[write day, month, year]</i>		
Contract price ⁽³⁾	<i>[write the total contract price in the amount and currency signed]</i>		Equivalent to ____ VND
In case of being a member of a joint venture, briefly record the work undertaken in the joint venture and the value of the contract undertaken by the contractor.	<i>[summary of the work undertaken in the joint venture]</i>	<i>[write the percentage of the contract value of the total contract price; the amount and currency signed]</i>	Equivalent to ____ VND
Project name/ purchase budget :	<i>[insert full name of project/purchase estimate with contract being declared]</i>		
Investor Name:	<i>[write full name of the Investor in the contract being declared]</i>		
Address: Phone/Fax: E-mail:	<i>[write full current address of the Investor]</i> <i>[insert phone number, fax number including country code, area code]</i> <i>[insert email address]</i>		
Describe similar properties as prescribed in Section 2.1 Chapter III ⁽²⁾			
1. Type of goods	<i>[insert information in contract]</i>		
2. Types and fields of goods	<i>[write information about type and field if any]</i>		
3. HS Code	<i>[insert HS code information if any]</i>		
4. On the value of the executed contract ⁽³⁾	<i>[record the actual contract value performed based on the acceptance and contract liquidation value]</i>		

5. On the scale of implementation	<i>[insert information in contract]</i>
6. Other features	<i>[write other information (if any)]</i>

Legal representative of the contractor

[name, title, signature and seal]

Note:

The Contractor shall carefully study the Bidding Documents and propose similar contracts to ensure that they meet the Bidding Documents requirements.

(1) In case of a joint venture, each member of the joint venture shall declare according to this Form. In case the contractor has many similar contracts, each contract shall be declared according to this Form.

(2) The Contractor shall only declare content similar to the requirements of the bid package.

(3) In case the contract value is not calculated in VND, it shall be converted to VND according to the exchange rate specified in Section 2.1, Chapter III as a basis for evaluation .

DECLARATION OF PRODUCTION CAPACITY
(applicable to contractors who are manufacturers)

Contractor Name: _____ *[insert full name of contractor]*.

Number of factories and production facilities (collectively referred to as factories):
_____ *[Enter the number of factories]*

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

Factory name:	<i>[Enter factory name]</i>
Address:	<i>[Enter factory address]</i>
Total investment:	<i>[Enter total investment]</i>
Design capacity:	<i>[Enter design capacity]</i>
Real capacity:	<i>[Record actual capacity in most recent year]</i>
Highest production output of 01 month within the last 05 years up to the time of bidding.	<i>[Record the highest production output of 01 month]</i>
Production standards:	<i>[Insert applicable manufacturing standards, if any]</i>
Number of employees working:	<i>[Enter the total number of employees working at the factory]</i>

Legal representative of the contractor

[name, title, signature and seal]

Note:

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

The Bidder must attach documents proving the production capacity of the goods declared in this Form.

UNCOMPLETED GOODS SUPPLY CONTRACT IN THE PAST ⁽¹⁾

Name of contractor: _____

Date: _____

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

Contracts for supply of goods, EPC, EP, PC, turnkey not completed due to past contractor's fault as prescribed in Section 2.1 Chapter III

No supply contract not completed due to the contractor's fault since January 1, 2020 [write year] as prescribed in evaluation criterion 1 in the Evaluation criteria table on capacity and experience in Section 2.1, Chapter III.

There is a contract for the supply of goods. not completed due to the contractor's fault from January 1, year ___ [write year] as prescribed in evaluation criterion 1 in the Evaluation criteria table on capacity and experience in Section 2.1, Chapter III.

Year	Unfinished contract work	Contract Description	Total contract value (value, currency, exchange rate, equivalent value in VND)
		Contract Description: _____ Investor Name: _____ Address: _____ Reason for not completing the contract: _____	

Legal representative of the contractor*[name, title, signature and seal]*

Note:

(1) The Contractor must accurately and honestly declare the contracts for the supply of goods, EPC, EP, PC, and turnkey. not completed due to the contractor's fault in the past; in case the Investor or the Inviting Party discovers that the contractor has a contract for the supply of goods, EPC, EP, PC, turnkey If the contractor fails to complete the project due to past errors and fails to declare, the contractor is considered to have committed fraud and the contractor's Bidding Documents will be rejected. In the case of a joint venture contractor, each member of the joint venture contractor must declare according to this Form.

CONTRACTOR'S FINANCIAL SITUATION ⁽¹⁾

Contractor Name: _____

Date: _____

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

Contractor's fiscal year is from ___ month ___ to ___ month ___ (contractor fills in this content)			
Financial data for the most recent years as required by E-BD (The system automatically extracts based on the contractor's fiscal year)			
	Year 1:	Year 2:	Year 3:
Total assets			
Total debt			
Net worth			
Annual revenue (excluding VAT)			
Average annual revenue (excluding VAT) ⁽²⁾			
Profit before tax			
Profit after tax			

Legal representative of the contractor*[name, title, signature and seal]*

Note:

(1) In case of joint venture contractors, each member of the joint venture must declare according to This model.

(2) To determine the average annual turnover (excluding VAT), the contractor divides the total turnover of the years (excluding VAT) by the number of years based

on the information provided .

revenue is calculated by total revenue in the financial report of that year (excluding VAT).

Average annual revenue (excluding VAT) = total annual revenue (excluding VAT) as required by BD/number of years .

In case the newly established contractor does not have enough years as required by the Bidding Documents, the average annual revenue (excluding VAT) is calculated based on the number of years for which the contractor has financial data .

Annual revenue (excluding VAT) is extracted from the contractor's capacity profile. In case the contractor finds that the annual revenue (excluding VAT) in the contractor's capacity profile has not been updated by the System from the Electronic Tax System and the National Business Registration Information System, the contractor shall update the annual revenue information (excluding VAT) in the capacity profile to participate in the bidding, but ensure that it is consistent with the data declared by the contractor on the Electronic Tax System at the time of bidding. In this case, the contractor must prepare documents to compare the information declared by the contractor during the document comparison process as follows:

Copies of financial statements (balance sheets including all relevant notes, and income statements) for the years as set out above, subject to the following conditions:

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

2. Financial reports must be complete and contain full content according to regulations.

3. Financial statements must correspond to completed accounting periods accompanied by certified copies of one of the following documents:

- Minutes of tax settlement inspection;
- Self-declaration of tax settlement (value added tax and corporate income tax) with confirmation from the tax authority of the time of declaration submission;
- Documents proving that the contractor has declared electronic tax settlement;
- Confirmation document from the tax authority (confirming the amount paid for the whole year) on the fulfillment of tax payment obligations;
- Audit report (if any);

- Other documents.

The above documents must be consistent with the data declared by the contractor on the Electronic Tax System at the time of bidding.

SUPPLY PROGRESS TABLE (*)

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

STT	Product catalog	Unit of measure	Mass	Project location	Delivery date		Delivery date proposed by contractor <i>[write the number of days: from the effective date of the contract or from the date the investor requests delivery in case of multiple deliveries]</i>
					Earliest delivery date <i>[write the number of days: from the effective date of the contract or from the date the investor requests delivery in case of multiple deliveries]</i>	Latest delivery date <i>[write the number of days: from the effective date of the contract or from the date the investor requests delivery in case of multiple deliveries]</i>	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1							
2							
3							
...							

Legal representative of the contractor

[name, title, signature and seal]

Note:

() Goods must be delivered within the time period specified in the Bidding Documents. A Bidder proposing a delivery time earlier than the earliest delivery date will not be given priority and will not be disqualified, unless otherwise specified in the technical requirements. A Bidder proposing a delivery time later than this time period will have its BP disqualified.*

CONTRACTOR'S PROPOSAL FOR GOODS

STT	Product catalog	Sign code	Brand	Year of manufacture	Origin (country, territory)	Manufacturer	Configuration, basic technical features	Unit of measure	Mass	HS Code
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
1	Goods 1									
2	Second Goods									
...										
n	nth commodity									

Legal representative of the contractor

[name, title, signature and seal]

Note:

In case the contractor does not specifically propose the code, brand, origin, and manufacturer, the contractor's BP will not be considered or evaluated.

For example, if the contractor declares in this Form the code: "according to technical proposal"; brand: "according to BP", origin: "according to technical proposal"... then the contractor's BP will not be considered or evaluated.

In case the goods do not have a code, the bidder shall write “none” in column number (3). In case the manufacturer has a code but the bidder writes “none”, the bidder’s Bidding Documents will not be considered or evaluated.

- Column (11): In case this column is left blank and the contractor knows the HS code of the goods, the contractor shall list it.

SUMMARY OF BIDDING PRICES

(In case BD requires bidding according to Form No. 12.1 of this Chapter)

I. Summary table of bid prices of goods manufactured and processed abroad applying lump sum contract type

STT	Content	Bid price
1	Bid price of goods	<i>(M)</i> <i>[extract from Form 12.1]</i>
2	Related Services	<i>(I)</i> <i>[extract from Form 13A]</i>
	Total bid price CIF Hai Phong port <i>(Transferred to bid)</i>	<i>(M) + (I)</i> <i>[]</i>

Legal representative of the contractor

[name, title, signature and seal]

SUMMARY OF BIDDING PRICES

(In case BD requires bidding according to Form No. 12.2 of this Chapter)

I. Summary table of bid prices of domestically manufactured and processed goods, processed from foreign countries already available in Vietnam, applying lump sum contracts

STT	Content	Bid price
1	Domestically produced goods	<i>(M1)</i> <i>[extract from Form 12.2]</i>
2	Goods manufactured and processed abroad	<i>(M2)</i> <i>[extract from Form 12.2]</i>
3	Related Services	<i>(I)</i> <i>[Extract from Form 13A]</i>
	Total bid price <i>(Transferred to bid)</i>	<i>(M1) + (M2) + (I)</i> <i>[Automatic calculation system]</i>

Legal representative of the contractor*[name, title, signature and seal]*

18	Control system											
19	Indicator lights, knobs											
20	Charge											
21	Anti-collision rubber strip											
22	Nylon guide strip											
23	Electrical pressure bearing wooden board											
24	Related services											
											
	<i>n</i> th commodity											<i>M_n</i>
Total CIF Hai Phong port bid price of goods includes taxes, fees, charges (if any)												(M)

Note:

Total amount (M) includes taxes, fees, and charges (if any) and is the basis for comparing and ranking contractors.

BIDDING PRICE LIST OF GOODS*(apply for lump sum contract)***I. Goods manufactured and processed in Vietnam**

STT	Product catalog	Sign code	Brand	Year of manufacture	Origin (country, territory)	Manufacturer	Configuration, basic technical features	Unit of measure	Mass [record according to scope of supply]	HS Code	EXW price	Price EXW	Cost of transportation, insurance and other services (including VAT) to transport goods to the project site	Total price does not include special consumption tax (if any), VAT	Special consumption tax (if any), VAT payable in case the contractor is awarded the contract	Total price includes special consumption tax (if any), VAT
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)=(10)x(12)	(14)	(15)=(13)+(14)	(16)	(17)=(15)+(16)
Total														<i>(M*)</i>		<i>(M1)</i>

Note:

Total amount (M^*) excluding special consumption tax (if any), VAT is the basis for comparison and ranking of contractors. Value of special consumption tax (if any), VAT (column 16) will not be considered in the evaluation process for comparison and ranking of bidders. The proposed winning bid price and contract price must include the value of special consumption tax (if any) and VAT.

II. Goods manufactured and processed abroad are available in Vietnam

ST T	Product catalog	Sign code	Brand	Year of manufacture	Origin (country, territory)	Manufacturer	Configuration, basic technical features	Unit of measure	Mass	HS Code	Unit price includes taxes, fees and charges related to import	Taxes, fees, and charges related to import for a unit of goods	Unit price does not include taxes and fees related to import	Price of each item does not include taxes, fees, and charges related to import.	Cost of transportation, insurance and other services (including VAT) in Vietnam to transport goods to the project site	Total price does not include taxes, fees, charges related to import, special consumption tax (if any), VAT	Taxes, fees and charges related to import for each item	Special consumption tax (if any), VAT	Total amount includes taxes, fees, charges related to import, special consumption tax (if any), VAT			
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14) =(12)-(13)	(15) =(10)x(14)	(16)	(17) =(15)+(16)	(18) =(10)x(13)	(19)	(20) =(17)+(18)+(19)			
Total																			<i>(M*)</i>			<i>(M2)</i>

Note:

Total amount (M*) does not include import-related taxes, fees, charges, special consumption tax (if any), VAT which is the basis for comparing and ranking bidders. The value of import-related taxes, fees, charges (column 18) and special consumption tax (if any), VAT (column 19) will not be considered in the evaluation process for comparing and ranking bidders. The proposed winning bid price and contract price must include the value of import-related taxes, fees, charges, special consumption tax (if any), VAT.

PRICE LIST FOR RELATED SERVICES*(apply for lump sum contract)*

STT	Service Description	Bidding volume	Unit of measure	Location of service	Service completion date	Bid price	Total amount
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8) = (Column 3x7)
1	Related Services						
2							
..							
Total bid price for related services includes taxes, fees, charges (if any)							(I)

Note:

- Column (7): Bidder's offer (including all taxes, fees, charges).

PRICE LIST OF MATERIALS AND REPLACEMENT PARTS
(Applicable in case of request for contractor to propose himself)

STT	Category	Unit of measure	Mass	Code, brand, manufacturer, origin	Supplier	Unit price	Total amount (tax included) (4x7 column)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Total <i>(Do not transfer the values in this table to the bid price summary table)</i>							

Note:

- The contractor must propose and quote prices for materials and spare parts according to the instructions in Section 15.10 of the Bidding Documents and Section 4 of Chapter III. For centralized procurement, the contractor must select contractors based on their supply capacity. Column (4) must be filled in by the contractor.

- The total cost of the above materials and spare parts will be added to the bid price of the contractor to serve the comparison of the bidding documents, ranking of contractors and as a basis for the Investor to purchase during the contract implementation process. The contractor is responsible for providing materials and spare parts according to the commitment at a price not exceeding the proposed price in this Table during the contract implementation process.

PRICE LIST OF MATERIALS AND REPLACEMENT PARTS
(Applicable in case the Investor requests)

STT	Category	Unit of measure	Mass	Code, brand, manufacturer, origin	Supplier	Unit price	Total amount (tax included) (4x7 column)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Total <i>(Do not transfer the values in this table to the bid price summary table)</i>							

Note:

- Total cost of materials and spare parts The above mentioned items will be added to the bid price of the contractor to serve the purpose of comparing the bid documents, ranking the contractors and as a basis for the Investor to purchase during the contract implementation process. The contractor is responsible for providing materials and spare parts according to the commitment at a price not exceeding the proposed price in this Table during the contract implementation process.

Part 2. TECHNICAL REQUIREMENTS
Chapter V. TECHNICAL REQUIREMENTS

I. Scope and progress of goods supply

Package: Supply of 300-ton multi-directional transport vehicle

1. Implementation progress: 4 months.
2. Scope of supply: Supply of 01 multi-directional transport vehicle with a capacity of 300 tons.
3. Technical requirements:
 - Equipment supplied in full sets, with full spare parts and accessories.
 - Goods supplied are 100% new, manufactured since 2025.
 - Have a certificate of origin and quality from the manufacturer.
 - Meet the latest safety and environmental standards of the Socialist Republic of Vietnam.
 - The manufacturer has a certificate according to ISO 9001 or equivalent.
 - All components and electronic circuit boards must be tropicalized for safe use, suitable for use in the hot and humid tropical environment of Vietnam. Withstand temperatures up to 45°C and humidity up to 99%.
 - Location of implementation: At Dong Anh Electrical Equipment Corporation.
4. Delivery location: CIF Hai Phong port, Vietnam
5. Package implementation progress: 120 days
Including: Delivery CIF Hai Phong port: 120 days
6. Warranty period: 24 months
7. Materials and spare parts.
 - There is a list of materials and spare parts for the machine that are at least necessary for 2 years of operation.
 - Provide full installation and calibration tools.
8. Ensure handover after installation
 - Install, operate and use the equipment
 - Calibrate the technological parameters of each equipment
 - Maintenance and repair techniques.
 - Techniques for handling common incidents and failures
 - Technical documents: 1 set in English, 1 set in Vietnamese (in PDF file)

- Training on technology transfer for technical staff and operating workers.

* **Scope of supply and detailed technical requirements are described below:**

II. Main components

SN	Name of main components	UNIT	QTY	Remark
1	porter body	Set	1	
2	Drive wheel unit	Set	8	
3	Wheel servo motor	Set	16	
4	Wheel servo driver	Set	16	
5	Planetary reducer	Set	16	
6	Movement controller	Set	1	
7	Screen HMI	System	1	
8	Lithium battery pack	Set	1	
9	Remote controller	Set	1	
10	Hydraulic servo driver	Set	3	
11	Hydraulic servo driver	Set	3	
12	Hydraulic valve	System	1	
13	Combined seal	System	1	
14	Hydraulic hoses and fittings	System	1	
15	Travel sensor	System	1	
16	Centering sensor	System	1	
17	Absolute value encoder	System	1	
18	Control system	System	1	
19	Indicator lights, knobs	System	1	
20	Charge	System	1	
21	Anti-collision rubber strip	System	1	
22	Nylon guide strip	Set	2	
23	Electrical pressure bearing wooden board	Set	2	
24	Related services	All-inclusive	1	

III. Technical requirements

SN	Specifications	Unit	Technical requirements	Remark
1	Rated load capacity	1 Set	300 ton	

2	Dimensions of the transporter body	1 Set	- Steel - Dimensions: L8000×W2400×H420 mm (Length x Width x High) - Scratch resistant cover.	
3	Suspension type	1 System	- The drive unit adopts independent hydraulic suspension to ensure uniform force distribution among multiple wheels - AC brushless servo motor - Brand: G7	
4	Lifting mode	1 System	Hydraulic lifting is adopted, with oil cylinders located at the center of the wheel sets. Each set of oil cylinders is equipped with a height sensor and pressure detection, ensuring safety while guaranteeing the synchronization of lifting.	
5	Lifting stroke		0 ÷ 100 mm	
6	Height after lifting		520 mm	
7	Lifting speed		60~200 mm/min	
8	Overall dead weight		≤ 12 tấn	
9	Rated operating speed		- Moving speed range 0-20m/mi - Full load ramp moving maximum speed 0-10m/ min (with 6 adjustable speed limits and infinitely variable speed control within each range).	
10	Motion functions		- The entire machine can perform omnidirectional movements under both no-load and full-load conditions. This includes translations, diagonal movements, turns, rotations in place, and combinations of these movements in the plane.	
11	Wheel material	8 Sets	- Material: Polyurethane and steel wheel hubs. - Wheel diameter: 320mm	
13	Type of drive motor	16 Sets	- AC brushless servo motor. - Motor encoder: ≥ 2500 lines/rotation - Independent servo driver - Brand: G7	

16	No-load distance	braking	mm	<300mm (high-speed running) <150mm (low-speed running)	
17	Full-load distance	braking	mm	<500mm (at low speed running); it is recommended to operate at low speed under full load conditions	
18	Braking Mode			Power-off automatic brake application, the brake engages automatically when not in operation, preventing any rolling or slipping (It is equipped with an external brake release power supply, which can release the brake during power failure to facilitate traction).	
19	Wheel ground pressure			< 15 N/mm ² (Mpa)	
20	Capability to traverse bumps and ditches		mm	Ground bump ≤ 20 mm (Non stepped convex platform, with small slopes on both sides of the convex platform) , road trenches: ≤ 50 mm	
21	Battery type			Lithium iron phosphate battery	
22	Battery capacity			310V, 200AH	
23	Endurance capacity		Hour	12 H	
24	Charging time		Hour	≤ 3 H	
25	Standby time		Date	The standby time when charged to 80% capacity is ≥ 15 calendar days	
26	Power supply input			Power supply input: AC380V 50Hz;	
27	Charger			- Manual charging is adopted. The communication between the charger and the heavy-duty vehicle complies with new energy vehicle standards, enabling charging both at fixed positions and mobile positions. The length of the charging gun is not less than 5m, and the charger should be able to realize universal charging for all heavy-duty vehicles.	

28	Overload and unbalanced load alarm		- It can run normally at full load when the offset range of the cargos center of gravity relative to the center of the loading area is within $\pm 300\text{mm}$ in the length direction and $\pm 100\text{mm}$ in the width direction.	
29	Unbalanced load bearing capacity		It can run normally at full load when the offset range of the cargos center of gravity relative to the center of the loading area is within $\pm 300\text{mm}$ in the length direction and $\pm 100\text{mm}$ in the width direction.	
30	Centering and guiding function		There are no less than 8 sensors on the left and right sides of the vehicle body, which can play an auxiliary centering role when entering the tooling. The heavy-duty vehicle can automatically align under the pallet, thus preventing unbalanced load	
31	Operating mode		Manual control: manual control with remote controller	
32	Status indication		- Onboard display screen + indicator lights + sound alerts - Onboard display screen: showing current operating status and fault information - Sound alerts: to distinguish different equipment statuses.	
33	Hydraulic valve system		- Brand: G7 - Material: Stainless steel SU304	
34	Gasket system, hydraulic seal		- Origin: G7	
35	Hydraulic pipes and accessories		- Origin: G7	
36	Centering and travel sensor		- Origin: G7	

37	Control devices (relays, encoders, indicator lights, buzzers...)		- Origin: G7	
38	Operating noise		$\leq 75\text{dB}$	
39	IP rating		IP54	
40	Transport environmental conditions		Temperature $-25\sim 50^{\circ}\text{C}$; relative humidity $<99\%$;	

IV. Inspection and testing

- Assign experts to supervise installation before test run
- Contractor's experts propose requirements and measures for acceptance testing.
- The contractor's specialist is responsible for testing at the installation site of the equipment.
- The contractor must commit in the bidding documents that when operating the vehicle, it will completely achieve the technical parameters as required in the request documents.

Part 3A. CONTRACT CONDITIONS

Chapter VI. GENERAL CONDITIONS OF THE CONTRACT

<p>1. Definition</p>	<p>In this contract, the following terms are construed as follows :</p> <p>1.1. “Investor” is the organization specified in SCC;</p> <p>1.2. “Contract” means an agreement between the Investor and the Contractor, expressed in writing, signed by both parties, including appendices and accompanying documents ;</p> <p>1.3. “Contractor” means the winning bidder (which may be an independent contractor or a joint venture) and is specified in the SCC;</p> <p>1.4. “Subcontractor” is an organization or individual that signs a contract with a contractor to participate in performing related services;</p> <p>1.5. “Contract Documents” means the documents listed in the Contract, including any amendments or supplements to the Contract;</p> <p>1.6. “Contract Price” is the value stated in the contract between the investor and the contractor, is the total amount stated in the contract for the provision of related goods and services. The contract price includes all costs of taxes, fees, and charges (if any);</p> <p>1.7. “Day” means calendar day; “year” means 365 days;</p> <p>1.8. “Goods” include machinery, equipment, raw materials, fuels, materials, supplies, spare parts; products; vehicles; consumer goods; chemicals, testing supplies, medical equipment; commercial software. ;</p> <p>1.9. “Related services” include services such as installation, maintenance, repair, initial repair, installation insurance, repair insurance or providing other after-sales services such as training, technology transfer, etc.;</p> <p>1.10. “Completion” means the Contractor’s completion of the relevant services in accordance with the terms and</p>
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	<p>conditions set out in the Contract;</p> <p>1.11. “Project location” means the location specified in the SCC.</p> <p>1.12. “Contract performance period” is calculated from the effective date of the contract until the parties have completed their obligations under the signed contract.</p>
2. Priority	<p>The documents constituting the Contract are arranged in the following order of priority:</p> <p>2.1) Contract, with contract appendices;</p> <p>2.2) Letter of acceptance of BP and contract award;</p> <p>2.3) Decision to approve contractor selection results;</p> <p>2.4) SCC;</p> <p>2.5) GCC;</p> <p>2.6) BD and documents amending and clarifying BD (if any);</p> <p>2.7) Other documents specified in SCC.</p>
3. Law and language	<p>The law governing the contract is Vietnamese law, the language of the contract is Vietnamese and English.</p>
4. Notice	<p>4.1. Any notice by one party to the other party in connection with the contract must be in writing, to the address specified in the SCC.</p> <p>4.2. A notice by a party shall be deemed to be effective upon receipt by the other party or upon the effective date stated in the notice, whichever is later.</p>
5. Contract performance guarantee	<p>5.1. The performance security must be submitted to the Investor no later than the date specified in the Letter of Acceptance of BP and Contract Award. The performance security shall be applied in the form, value and validity specified in the SCC.</p> <p>The performance security shall be an unconditional (payable on demand) security, in the form specified in Section 4 or another form approved by the Investor .</p> <p>5.4. The term for returning the contract performance guarantee is as prescribed in the SCC.</p>
6. Sign	<p>6.1. The Contractor is allowed to sign contracts with</p>

subcontract	<p>subcontractors in the list of subcontractors specified in the SCC. to perform the related services stated in the BP. The use of subcontractors will not change the obligations of the Contractor. The Contractor shall be responsible to the Investor for the quantity, quality, progress and other obligations for the work performed by the subcontractors.</p> <p>The replacement or addition of subcontractors in the list of subcontractors stated in the BP or the change of subcontractor content stated in the BP shall only be carried out with the approval of the investor; the use of subcontractors must be consistent with the contractor's needs in performing the contract, and subcontractors must meet the contractor's requirements in terms of capacity and experience.</p> <p>6.2. The Contractor shall be responsible for making full and timely payments to the subcontractor in accordance with the terms agreed between the Contractor and the subcontractor.</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 conciliation.</p> <p>7.2. If the dispute cannot be resolved by negotiation or conciliation within the time specified in the SCC from the date the dispute arises, any party may request to bring the dispute to resolution according to the mechanism specified in the SCC.</p>
8. Scope of supply	<p>Related goods and services must be provided in accordance with the provisions of Chapter V-Scope of supply and are attached as prescribed in Chapter V-Scope of supply and are attached as an Appendix to the contract price list and are an integral part of this contract, including the types of goods and services that the contractor must provide together with the unit prices of such goods and services .</p>
9. Delivery schedule, completion schedule of	<p>The delivery schedule and completion schedule of related services (if any) must be implemented according to the provisions in Chapter V-Scope of Supply. The Contractor must provide invoices and other documents as prescribed</p>

related services (if any) and supporting documents	in the SCC .
10. Contractor's Responsibilities	The Contractor shall provide all goods and related services (if any) within the scope of supply specified in Section 8 of the GCC and in accordance with the delivery schedule and completion schedule of related services specified in Section 9 of the GCC.
11. Contract type and contract price	<p>11.1. Contract type: as prescribed in the SCC.</p> <p>11.2. The contract price specified in the SCC is the total cost to complete the provision of goods and related services of the bid package stated in the Contract Price List on the basis of ensuring progress and quality in accordance with the requirements of the bid package.</p> <p>11.3 The contract price list specified in the Contract Price List Appendix is an integral part of this contract, including the scope of supply and total amount of items.</p>
12. Tax adjustment	Tax adjustment is made according to the provisions of the SCC .
13. Advance	<p>13.1. The Investor must provide the Contractor with an advance payment as prescribed in the SCC, after the Contractor has submitted an advance payment guarantee equivalent to the advance payment. The advance payment guarantee must be issued by a domestic credit institution or a foreign bank branch established under Vietnamese law and is valid until the advance payment is fully repaid; the value of the advance payment guarantee will be gradually reduced according to the amount of advance payment repaid by the Contractor.</p> <p>13.2. The Contractor shall use the advance payment only for the performance of the Contract. The Contractor shall demonstrate that the advance payment has been used for its intended purpose.</p>
14. Payment	14.1. The Contractor's request for payment must be sent to the Investor in writing, accompanied by an invoice

	<p>describing the delivered goods and related services performed, together with the documents submitted as prescribed in Section 9 of the GCC, and the request for payment must be sent upon completion of other obligations specified in the contract.</p> <p>14.2. Payment shall be made in accordance with the provisions of the SCC.</p> <p>14.3. Payment currency is VND or USD or EUR.</p>
15. Copyright	<p>The Contractor shall be fully responsible for any damages arising from third party claims of intellectual property infringement relating to the goods supplied by the Contractor to the Investor.</p>
16. Use of documents and information related to the contract	<p>16.1. The Investor and the Contractor shall keep confidential any documents, data or other information relating to the contract provided directly or indirectly by one party to the other party, and shall not disclose such documents, data or information to a third party 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.</p> <p>16.2. Without the written consent of the Investor, the Contractor shall not use any information or documents specified in this Section 16.1 of the GCC for any other purpose except for the purpose of performing the Contract.</p> <p>16.3. The documents specified in Section 16.1 of the GCC are the property of the Investor. Upon request of the Investor, the Contractor shall return these documents (including copies) to the Investor after completing its contractual obligations.</p>
17. Specifications and standards	<p>The goods and related services supplied under the contract shall comply with the technical specifications and standards specified in Chapter V; if Chapter V does not specify any applicable specifications or standards, they shall comply with specifications and standards equivalent to or higher than the standards in force in the country or territory where the goods originate.</p>
18. Packing	<p>18.1. The Contractor shall properly package the goods to</p>

goods	<p>avoid damage during transportation to the project site as specified in the contract. During transportation, the packaging of the goods must be strong enough to withstand strong impacts, extreme high or low temperatures, salt water, rainwater and outdoors. The size and weight of each package must take into account transportation conditions such as distance, means of transportation, infrastructure conditions... from the place of shipment to the project site.</p> <p>18.2. The packaging, marking of goods, documents inside and outside the package must comply with specific requirements in the contract, including requirements (if any) specified in the SCC and other instructions of the Investor.</p>
19. Insurance	<p>The goods supplied under the contract must be fully insured against loss or damage that may occur during production or during receipt, transportation, storage and delivery as specified in the SCC.</p>
20. Transportation and additional services	<p>Requirements for transporting goods and other requirements specified in the SCC.</p>
21. Inspection and testing of goods	<p>21.1. The Investor or the Investor's representative has the right to inspect and test the supplied goods to confirm that the goods have technical characteristics in accordance with the contract requirements. The content, location and method of inspection and testing are specified in the SCC.</p> <p>21.2. The Investor has the right to reject any goods or parts of goods that do not meet the requirements during the inspection, testing or do not comply with the technical specifications under the contract. The Contractor must replace them with other goods or parts of goods or make necessary adjustments to comply with the technical specifications under the contract and must bear all costs related to such replacement or adjustment. The Contractor must then conduct inspection and testing again and bear all costs incurred, and notify the Investor.</p> <p>21.3 When performing the contents specified in Section</p>

	<p>21.1 and Section 21.2 of the GCC, the Contractor does not exempt the Contractor from warranty obligations or other obligations under the contract.</p>
22. Penalties and damages	<p>Penalties for breach of contract and compensation for damages as prescribed in the SCC.</p>
23. Warranty	<p>23.1. The Contractor warrants to supply new, unused goods in accordance with the stated proposal.</p> <p>23.2. The Contractor warrants that the goods shall not be defective due to any act or omission on the part of the Contractor or due to design, materials or workmanship when the goods are used normally under common conditions in Vietnam.</p> <p>23.3. Warranty requirements for goods are specified in SCC.</p> <p>23.4. In case of detecting defects in the goods, the Investor shall promptly notify the Contractor, along with supporting documents. The Investor shall facilitate the Contractor to inspect such defects.</p> <p>23.5. After receiving notice from the Investor about defective goods, the Contractor must promptly repair or replace the defective goods within the time limit specified in the SCC and bear all repair and replacement costs.</p> <p>23.6. In case the Contractor has been notified but fails to repair the defect of the goods within the time limit specified in the SCC, the Investor may repair it himself (if necessary). The Contractor shall bear all risks and costs related thereto. The Investor's self-repair of the defect of the goods shall not affect the Investor's other rights to the Contractor under the contract.</p>
24. Patent Infringement Compensation	<p>24.1. Provided that the Investor complies with Section 24.2 of the GCC, the Contractor shall indemnify and hold the Investor and its personnel harmless from and against any suit, administrative proceeding, claim, demand, loss, damage, expense, including attorneys' fees, for any infringement or alleged infringement of any patent, utility model, industrial design, trademark, copyright or other</p>

intellectual property right registered or existing at the date of the Contract, which infringement or alleged infringement relates to:

- a) The installation of goods performed by the Contractor or the use of goods in Vietnam;
- b) The sale of products manufactured from goods.

The above compensation shall not apply to the following cases: use of the goods or any part of the goods for purposes other than those stated in the contract or arising reasonably from the contract; breach of contract due to use of the goods or any part of the goods, or any product manufactured from the goods, incorporating equipment, plant or other materials not provided by the Contractor under the contract.

24.2. In case of litigation or complaint against the Investor relating to the issues specified in Section 24.1 of GCC, the Investor shall be obliged to promptly notify the Contractor. The Contractor may, on behalf of the Investor, resolve such litigation or complaint or negotiate to resolve such litigation or complaint and shall be responsible for the related costs.

24.3. Within 28 days of receipt of the Investor's notice, if the Contractor fails to notify the Investor of its intention to settle such litigation or complaint, the Investor shall settle it itself.

24.4. If requested, the Investor shall assist the Contractor in resolving such litigation or complaint and shall be reimbursed by the Contractor for all reasonable expenses incurred.

24.5. The Investor shall indemnify and hold the Contractor, its subcontractors and its personnel harmless from and against any litigation, administrative proceedings, claims, demands, losses, damages, costs, including attorneys' fees, for any infringement or alleged infringement of any patent, utility model, industrial design, trademark, copyright or other intellectual property rights registered or existing at the date of the contract, which infringement or alleged infringement arises from or relates to any design, data,

	drawings, specifications or other documents and records provided or designed by or on behalf of the Investor.
25. Legal Changes	Unless otherwise provided in the contract, from 28 days before the bid closing date onwards, if any policy is issued, replaced, amended or declared to be no longer effective in Vietnam affecting the delivery date and/or the contract price, the delivery date or contract price must be adjusted accordingly to the level of influence of the contractor when performing the obligations under the contract. The increase or decrease in the contract price shall not be paid separately or recorded as a separate payable if this increase or decrease in the contract price has been provided for in Section 11 of GCC .
26. Force Majeure	<p>26.1. The Contractor shall not have his performance guarantee confiscated, shall not be liable for damages or penalties or shall not have the contract terminated if he encounters force majeure events that hinder the progress of the contract or cannot perform his contractual obligations.</p> <p>26.2. In the event of a force majeure event, the failure of a party to perform any of its obligations shall not be considered a breach or default of the Contract, provided that the party affected by such event: (a) has taken all reasonable precautions, precautions and alternative measures necessary, all with the aim of achieving the performance of the terms and conditions of this Contract, and (b) shall continue to perform its obligations under the Contract for as long as such performance is reasonable and practicable.</p> <p>26.3. In this contract, force majeure is understood as events beyond the control of the parties and are unforeseeable, unavoidable and make the performance of the contract impossible, but not due to the negligence or lack of attention of the parties. Force majeure events may include but are not limited to war, riot, strike, fire, flood, epidemic, quarantine or State policies and regulations.</p> <p>26.4. When a force majeure event occurs, the party affected by the force majeure event must promptly notify the other party in writing of such event and the cause of the event within 14 days from the date of occurrence of the force majeure event. At the same time, transfer to the other party</p>

	<p>a certificate of such force majeure event issued by a competent organization at the place where the force majeure event occurred.</p> <p>The Contractor affected by a force majeure event must continue to perform its contractual obligations as far as practicable and must take all reasonable measures to limit 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 was unable to perform the work due to an event of force majeure .</p>
<p>27. Contract Modification</p>	<p>27.1. The Investor 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) Change drawings, technological designs or technical requirements in cases where goods supplied under the contract are ordered for production exclusively for the Investor; b) Change the method of transportation or packaging; c) Change of delivery location; d) Change related services. <p>d) Adjust the contract performance schedule according to the provisions of Section 28 of the GCC.</p> <p>27.2. In case the amendment or supplement to the contents within the scope of work of the contract specified in Section 27.1 of the GCC changes the cost or time of performing any provision of the contract, the contract price or delivery date, the date of completion of the related services must be adjusted accordingly and the two parties shall proceed to amend the contract. The Contractor's request for adjustment of the contract price, delivery date or completion date must be made within 28 days from the date the Contractor receives the Investor's request for amendment or supplement to the content of work of the contract.</p> <p>27.3. In case the Contractor supplies goods with a new version of the same manufacturer, of the same origin, with technical features, configuration, parameters... equivalent to or better than the version of goods proposed by the Contractor in the BP and meeting the Bidding Documents</p>

requirements, the Contractor must notify the Investor in writing in advance for the Investor to consider. In this case, based on the usage needs, the Investor may accept the Contractor's proposal provided that the unit price and other conditions of the contract remain unchanged.

27.4. In case it is necessary to perform related services not mentioned in the contract, the Investor and the Contractor shall negotiate to ensure that the unit price is consistent with market price .

27.5. The Investor and the Contractor shall negotiate to form the basis for signing a contract amendment document in case of contract amendment.

27.6. During the contract performance, the contractor may propose cost-saving solutions including at least the following contents:

- a) Solution content, explanation of differences from the requirements under the signed contract;
- b) Comprehensive analysis of the costs and benefits of the solution including description and estimation of the costs (including life cycle costs) that may arise for the Investor in the event of acceptance of the Contractor's proposal;
- c) Impact of the solution on contract performance.

27.7. The Investor may accept the Contractor's proposal if it demonstrates one of the following benefits without affecting the essential functions of the goods:

- a) Shorten delivery time;
- b) Reduce contract price or life cycle cost for the Investor;
- c) Improve the quality, efficiency or sustainability of the goods in the contract;
- d) Any other benefits to the Investor.

In case the Contractor's proposal is accepted by the Investor and reduces the contract price, the Investor shall pay the Contractor according to the rate specified in **the SCC** for the value of the contract price reduction.

In case the Contractor's proposal is accepted by the Investor and increases the contract price but reduces the life cycle cost due to the impact of factors specified in points a, b, c and d of this clause, the Investor shall pay the Contractor according to the value of the increased contract price.

<p>28. Adjustment of contract performance progress</p>	<p>28.1. During the performance of the contract, if adverse conditions arise that prevent the Contractor or subcontractor from providing goods and performing related services as specified in Section 9 of the GCC, the Contractor must promptly notify the Investor in writing of the delay, the cause, and the duration of the delay. Based on the notification from the Contractor, the Investor must promptly assess the situation and may consider extending the contract. In case the Investor agrees to extend, the parties shall negotiate as a basis for signing a contract amendment document.</p> <p>28.2. Except for force majeure as prescribed in Section 26 of the GCC, the Contractor who delivers goods late or completes related services late shall be obliged to compensate the Investor for damages as prescribed in Section 22 of the GCC.</p>
<p>29. Termination of Contract</p>	<p>29.1. Termination of contract due to breach</p> <p>a) The Investor may terminate the contract in whole or in part without prejudice to other remedies for breach of contract by giving written notice to the Contractor of the breach in the contract in the following cases:</p> <p>(i) The Contractor fails to deliver the goods or part of the goods within the time specified in the contract, or within the extended period specified in Section 28 of the GCC;</p> <p>(ii) The Contractor fails to perform any other obligations under the contract;</p> <p>(iii) The Investor determines that the Contractor has violated one of the prohibited acts specified in Article 16 of the Law on Bidding during the bidding process or contract performance;</p> <p>b) In case the Investor terminates the contract in part or in whole under point a of this clause, the Investor may purchase related goods and services similar to those not yet performed under appropriate terms and methods. The Contractor shall be responsible for compensating the Investor for any additional costs arising from the purchase of such similar goods and services. However, the Contractor shall continue to perform the part 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 Investor may terminate the Contract at any time by giving notice to the Contractor. In such event, the Contract shall terminate without compensation to the Contractor provided that such termination shall not prejudice or affect any right of action or remedy of the Investor before or after it has been rendered available.</p>
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Chapter VII. SPECIFIC CONDITIONS OF THE CONTRACT

Unless otherwise specified , all SCC must be fully recorded by the Investor before issuing the BD.

GCC 1.1	Investor: Dong Anh Electrical Equipment Corporation - Joint Stock Company
GCC 1.3	Contractor:___ [<i>insert name, address, account number, tax code, telephone, fax, email of Contractor</i>].
E-GCC 1.11	Project location: Dong Anh Electrical Equipment Corporation - Joint Stock Company. No. 189, Lam Tien Street, Thu Lam Commune, Hanoi City, Vietnam
E-GCC 2.2 (i)	The following documents also form part of the contract: <ul style="list-style-type: none"> - Bid proposals - Documents clarifying bidding documents (if any) - Technical documents and catalogues showing the origin and characteristics of the equipment
E-GCC 4.1	Dong Anh Electrical Equipment Corporation - Joint Stock Company Address: No. 189, Lam Tien Street, Thu Lam Commune, Hanoi City, Vietnam
E-GCC 5.2	- Contract performance guarantee value: 10% of the contract price is issued by a domestic credit institution or a foreign bank branch established under Vietnamese law. The letter of guarantee is an unconditional letter (payable on demand, according to form No. 18 - Contract form) - Validity of contract performance guarantee: Contract performance guarantee is valid from the effective date of the contract until all goods are delivered, the Contractor switches to warranty obligations as prescribed.
E-GCC 5.4	Contract performance security return period: 14 days after the Contractor completes the contract obligations and transfers to warranty obligations.

E-GCC 6.1	List of subcontractors: Not applicable
E-GCC 7.2	<p>Time to conduct mediation: 30 days</p> <p>Dispute Resolution: Any dispute arising in connection with the performance of this contract shall be resolved through friendly negotiations. In case the dispute cannot be resolved through negotiations, it shall be submitted to the Vietnamese court under the Vietnam Chamber of Commerce and Industry for settlement in accordance with Vietnamese law, the language of arbitration shall be Vietnamese or English. The decision of the court shall be final and enforceable by both parties. The losing party shall bear the court fees.</p>
E-GCC 9	<p>The Contractor shall provide the following information and documents regarding the transportation of goods:</p> <p>The Contractor must notify the Investor of all details of the shipping documents including: contract number; equipment description...</p> <p>The Investor must receive the above documents before the goods arrive, otherwise the Contractor will be responsible for any costs incurred as a result.</p>
GCC 11.1	Contract type: Lump sum contract
GCC 11.2	Contract price: Record the contract price according to the value stated in the letter of acceptance and award of contract.
GCC 12.3	<p>Tax Adjustment: “Allowed”</p> <p>“During the contract implementation, if at the time of payment there is a change in tax policy (increase or decrease) and the contract stipulates tax adjustment, and the contractor presents documents clearly identifying the tax incurred, the difference in tax policy will be adjusted according to the provisions in the contract”</p>
GCC 13.1	<p>Advance payment: The Investor will advance the Contractor 20% of the Contract value immediately after the two parties sign the contract and the Contractor transfers the following documents to the Investor:</p> <ul style="list-style-type: none"> - Advance payment guarantee equivalent to the advance amount. <p>The advance guarantee must be issued by a domestic credit</p>

	<p>institution or a foreign bank branch established under Vietnamese law.</p> <p>The valid of the advance payment guarantee is until the delivery notice.</p> <p>- Contract performance guarantee with a value of 10% of the contract value. The guarantee must be issued by a credit institution or foreign bank branch established under Vietnamese law.</p> <p>Validity of contract performance guarantee: Contract performance guarantee is valid from the effective date of the contract until the two parties sign the handover minutes and the contractor submits the warranty guarantee.</p> <p>- Payment method: Bank transfer</p>
E-GCC 14.2	<p>Payment method:</p> <p>1. Payment by L/C</p> <p>80% (Eighty percent) of the contract value shall be paid by the Investor by a Letter of Credit (L/C) issued at a bank legally operating in Vietnam.</p> <p>The Letter of Credit shall be issued immediately after the Investor receives notification from the Contractor that the goods have been shipped and shall be paid as follows:</p> <p>a. 40% (Forty percent) of the contract value will be paid to the Contractor when the investor's bank receives the set of documents and has notice of the goods arriving at Hai Phong port:</p> <ul style="list-style-type: none"> + Signed Commercial Invoice (01 original + 01 copy) + Packing list (01 original + 01 copy) + Certificate of Origin C/O (01 original + 01 copy) + Certificate of Quality C/Q (01 original + 01 copy) + Bill of lading (03 originals) + Insurance Certificate (01 original) <p>b. 40% (Forty percent) of the contract value will be paid by the Investor immediately after the Investor receives the following documents:</p> <ul style="list-style-type: none"> - Minutes of acceptance and handover of equipment into use signed by two parties. - Completion drawings of the entire system. - Warranty guarantee of 5% of the contract value issued by the bank. The guarantee is issued by the legal representative of a credit institution or a foreign bank branch established under Vietnamese

	<p>law with a term of 24 months</p> <p>2. Payment currency: VND or USD or EUR</p>
E-GCC 18.2	<p>Packaging, notes on goods, documents inside and outside the package:</p> <p>1. The goods are packed according to standards, ensure goods are shipped to the recipient not damaged or lost.</p> <p>2. Marking: Should be made fully and clearly at outside of each case in indelible ink such as:</p> <p>CONTRACT No. (Contract No.):</p> <p>CONSIGNOR (Sender):</p> <p>CONSIGNEE (Recipient): Dong Anh Electrical Equipment Corporation - Joint Stock Company</p> <p>GW/ NW (Weight):</p> <p>DIMENSION:</p>
E-GCC 19	<p>Insurance content: The contractor must purchase marine insurance for the goods and the beneficiary is the investor with an amount equal to 110% of the CIF price of the equipment. Insurance is paid and settled in Vietnam.</p>
E-GCC 20.1	<p>Responsibility for transporting goods is carried out as follows: In accordance with delivery conditions according to Incoterms CIF Hai Phong port, Vietnam.</p> <p>Other requirements: Spare parts are sufficient for two (02) years of operation excluding the warranty period. The contractor must indicate the life cycle of the spare parts and ensure that under faultless operating conditions, the quantity is sufficient and if there is a shortage, the seller is responsible for replenishing it.</p>
E-GCC 20.2	<p>Services include:</p> <p>a) Provide detailed documentation for installation, operation and maintenance of the equipment;</p> <p>d) Technical support (after sales service) for a period of 24 months provided that this service shall not relieve the Contractor from any warranty obligations under this contract;</p>
E-GCC 21.1	<p>1. Check goods at EEMC</p>

	<p>When the handover of goods, the Buyer will conduct the inspection of the goods to confirm the goods under the contract, the inspection is conducted at EEMC.</p> <p>2. Testing goods:</p> <p>After installing, the equipment is operated without load and on load to check the parameters of the provided equipment.</p> <p>Testing and inspection if goods are found to be inconsistent with contract requirements. The contractor must replace goods that meet contract requirements within 30 days, and the contractor shall bear all replacement costs.</p>
E-GCC 21.2	Inspection and acceptance of goods are carried out at: EEMC or at the contractor's factory.
E-GCC 22	<p>Penalty for breach of contract : “Apply”</p> <p>Except in case of force majeure as stipulated in Section 26 E-GCC, if the Contractor cannot deliver goods or provide related services within the time limit stated in the contract, the Investor may deduct from the contract price a penalty amount corresponding to: 1%/week until the work is performed. The Investor will deduct up to 8%. When the maximum penalty level is reached, the Investor may consider terminating the contract as stipulated in Section 29 E-GKC.</p> <p>2. Compensation for damages: “Applicable”</p> <p>- Compensation for damages based on the total actual damage.</p>
E-GCC 23.3	<p>Warranty period is: 24 months</p> <p>The location to apply the warranty is: at Dong Anh Electrical Equipment Corporation.</p>
E-GCC 23.5 E-GCC 23.6	Repair and replacement period is: 10 days

Part 4. *CONTRACT FORM*

This Chapter contains forms which, when completed, will become part of the Contract. The Performance Security Form is for the successful Bidder to be completed and completed after the award of the Contract.

LETTER OF ACCEPTANCE OF BP AND CONTRACT AWARD ⁽¹⁾

_____, day ____ month ____ year ____

To: _____ [*name and address of the successful Bidder*] (hereinafter referred to as "the Bidder")

Regarding: *Notice of acceptance of BP and contract award*

Pursuant to Decision No. ____ dated ____ month ____ year ____ of _____ [*name of the investor*] (hereinafter referred to as "Investor") on approving the results of contractor selection for package _____ [*name, number of the package*] , the Inviting Party _____ [*name of the Inviting Party*] (hereinafter referred to as "Inviting Party") hereby announces: The Investor has approved the E-BP and awarded the contract to the Contractor to implement the package ____ [*name, number of the package. In case the package is divided into many parts, write the name, number of the part for which the Contractor is recognized as the winning bidder*] with the contract price being _____ [*write the winning bid price in the decision approving the results of contractor selection*] with the package implementation time being ____ [*write the package implementation time in the decision approving the results of contractor selection*] .

The legal representative of the Contractor is requested to complete and sign the contract with the Investor and the Inviting Party according to the following plan:

- Contract completion time: ____ [*write contract completion time*] , at location ⁽²⁾ ____ [*write contract completion location*] .

The Contractor is requested to implement the contract performance security measure according to Form No. 18 Part 4 of the Bidding Documents with the amount of ____ and the effective period of ____ [*write the corresponding amount and effective period as prescribed in Section 5.2 SCC of the Bidding Documents*] .

This document is an integral part of the contract documents. After receiving this document, the Contractor shall complete, sign the contract and implement measures to ensure contract performance according to the above requirements. The Investor shall refuse to complete and sign the contract with the Contractor in case it is discovered that the Contractor's current capacity does not meet the requirements for the implementation of the bid package.

If by ____ month ____ year ____ ⁽³⁾ the Contractor fails to complete and sign the contract or refuses to complete and sign the contract or fails to implement the contract performance security measures according to the above requirements, the Contractor will be disqualified and will not receive the bid security back.

Legal representative of the Inviting Party
[name, title, signature and seal]

Note:

(1) During the process of completing the contract, the parties must fully fill in and include all content, including corrections, additions, and clarifications during the process of selecting contractors and completing the contract (if any) into the specific conditions of the contract to form an electronic contract document.

(2) It is encouraged to complete the contract via electronic means. In case the contract is completed directly, the Investor shall fill in the information about the location (office, agency of the Investor, etc.) for the Contractor to come to complete the contract.

(3) Record the time in accordance with the time specified in the Bid Security Form.

CONTRACT ⁽¹⁾

_____, day ____ month ____ year ____

Contract No.: _____

Bid Package: _____ *[insert name of bid package]*Belongs to project: _____ *[insert project name]*

- Based on ⁽²⁾ ____ *(Civil Code dated November 24, 2015) [Investor declares information] ;*

- Pursuant to ⁽²⁾ ____ *(Law on Bidding dated June 23, 2023) [Investor declares information] ;*

- Pursuant to Decision No. ____ dated ____ month ____ year ____ of ____ on approving the results of contractor selection for package ____ *[name of package]* and Notice of acceptance of BP and contract award No. ____ dated ____ month ____ year ____ of the Inviting Party;

- Based on the minutes of negotiation and contract finalization signed by the Inviting Party and the winning bidder on ____ month ____ year ____;

We, representing the contracting parties, include:

Investor (hereinafter referred to as Party A)

Investor Name : _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

Account: _____

Tax code: _____

Representative is Mr./Ms.: _____

Position: _____

Authorization letter to sign contract No. ____ dated ____ month ____ year ____ *(in case of authorization).*

Contractor (hereinafter referred to as Party B)

Contractor name : _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

Account: _____

Tax code: _____

Representative is Mr./Ms.: _____

Position: _____

Authorization to sign contract No. ____ dated ____ month ____ year ____ (*in case of authorization*).

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

Article 1. Subject of contract

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

Article 2. Contract components

The contract components and legal priority are as follows:

1. Contract document (with Scope of Supply and Price List and other Appendices);
2. Minutes of negotiation and contract completion;
3. Decision to approve contractor selection results;
4. Specific conditions of the contract;
5. General conditions of the contract;
6. BP and documents clarifying the BP of the winning bidder (if any);
7. BD and documents amending BD (if any);
8. Other accompanying documents (if any).

Article 3. Responsibilities of Party A

Party A commits to pay Party B according to the contract price stipulated in Article 5 of this contract in the manner stipulated in the specific conditions of the contract as well as fully perform other obligations and responsibilities stipulated in the general conditions and specific conditions of the contract.

Article 4. Responsibilities of Party B

Party B commits to provide Party A with all types of goods as stipulated in Article

1 of this contract, and commits to fully perform the obligations and responsibilities stated in the general conditions and specific conditions of the contract.

Article 5. Contract price and payment method

1. Contract price: *[specify the value in numbers, in words and contract currency]*.
2. Payment method: Payment according to the method specified in Section 14.2 of the SCC.

Article 6. Type of contract

Contract type: according to the terms and conditions in the SCC.

Article 7. Contract performance period: _____

Article 8. Contract validity

1. The contract is effective from _____
2. The contract expires after both parties liquidate the contract according to the law.

The contract is made in ___ sets, the Investor keeps ___ sets, the Contractor keeps ___ sets, the contract sets have the same legal value.

**LEGAL REPRESENTATIVE OF
THE CONTRACTOR**

[name, title, signature and seal]

**LEGAL REPRESENTATIVE OF
THE INVESTOR**

[name, title, signature and seal]

APPENDIX CONTRACT PRICE LIST

(Attached to contract number _____, day ____ month ____ year ____)

This Appendix is prepared based on the Bidder's bid price list according to the corresponding Bidding Price List Forms specified in the Bidding Documents and the agreements reached during the contract completion process, including unit price and total amount for each item and work content.

CONTRACT PERFORMANCE GUARANTEE

____, day ____ month ____ year ____

Dear: ____ [*name of Investor*] (hereinafter referred to as “Investor”)

At the request of ____ [*name of Contractor*] (hereinafter referred to as “Contractor”), the contractor who has won the bid for package ____ [*name of package*] and commits to sign a contract to supply goods for the above package (hereinafter referred to as “Contract”); ⁽¹⁾

According to the provisions in the Bidding Documents (*or contract*) , the Contractor must submit to the Investor a bank guarantee of a specified amount to ensure its obligations and responsibilities in performing the contract;

We, ____ [*name of the bank*] with registered office at ____ [*address of the bank* ⁽²⁾] (hereinafter referred to as “Bank”), hereby undertake to guarantee the performance of the contract by the Contractor in the amount of ____ [*clearly state the corresponding value in numbers, in words and currency used as prescribed in Section 5.2 E-SCC of the Bidding Documents*] . We undertake to unconditionally and irrevocably pay to the Investor any amount within the limit of ____ [*state the amount of guarantee*] as stated above, upon receipt of a written notice from the Investor of the Contractor’s breach of contract within the validity period of the contract performance guarantee.

This guarantee is valid from the date of issue until the end of ____ day, ____ month, ____ year ⁽³⁾ .

Legal representative of the bank

[*name, title, signature and seal*]

Note:

(1) If the guarantor bank requires a signed contract before issuing a guarantee, the Inviting Party shall report to the Investor for consideration and decision. In this case, the above paragraph can be revised as follows:

“At the request of ____ [*name of Contractor*] (hereinafter referred to as “Contractor”), the winning bidder for package ____ [*name of package*] has signed contract number ____ [*contract number*] dated ____ month ____ year ____ (hereinafter referred to as “Contract”).”

(2) Bank address: clearly state address, phone number, fax number, and e-mail for contact.

(3) Record the deadline in accordance with the requirements specified in Section 5.2 SCC.

ADVANCE PAYMENT GUARANTEE ⁽¹⁾

____, day ____ month ____ year ____

Dear: ____ [*name of Investor*] (hereinafter referred to as "Investor")*[insert contract name, contract number]*

Pursuant to the provision on advance payment stated in the specific conditions of the contract, ____ [*name and address of the contractor*] (hereinafter referred to as "the Contractor") shall submit to the Investor a bank guarantee to ensure that the contractor shall properly use the advance payment of ____ [*state the value in figures, in words and in the currency used*] for the performance of the contract;

We, ____ [*name of the bank*] with registered office at ____ [*address of the bank* ⁽²⁾] (hereinafter referred to as "Bank"), at the request of the Investor, agree unconditionally, irrevocably and without requiring the Contractor to consider in advance, to pay the Investor upon request of the Investor an amount not exceeding ____ [*specify the value in figures, in words and currency used as prescribed in Section 13.1 E-SCC of E-BD*].

Furthermore, we agree that any changes, additions or modifications to the terms of the contract or to any documents relating to the contract signed between the Contractor and the Investor shall not alter any of our obligations under this guarantee.

This guarantee is valid from the date the contractor receives the advance payment under the contract until ____ day, ____ month, ____ year ⁽³⁾.

Legal representative of the bank*[name, title, signature and seal]*

Note:

(1) Based on the specific conditions of the bid package, the regulations shall comply with the requirements specified in Section 13.1 E-SCC.

(2) Bank address: clearly state address, phone number, fax number, and e-mail for contact.

(3) The delivery date specified in the contract. If the delivery is in parts, the advance payment guarantee may be stipulated to expire when the value of the delivered and accepted goods is greater than or equal to the advance payment amount. In case of need to extend the contract performance period, the validity period of the advance payment guarantee may be extended.

POWER OF ATTORNEY ⁽¹⁾

Today, on the ____ day of ____ month of ____ year, at ____

I am ____ [write name, ID card number or passport number, title of the legal representative of the contractor] , the legal representative of ____ [write name of contractor] with address at ____ [write address of contractor] hereby authorize ____ [write name, ID card number or passport number, title of authorized person] to perform the following tasks during the bidding process for package ____ [write name of package] under the project /purchase estimate ____ [write name of project /purchase estimate] organized by ____ [write name of Investor] :

[- Participate in the document comparison process,

- Participate in the contract completion process in case of direct contract completion.] ⁽²⁾ .

The above authorized person shall only perform the work within the scope of authorization as the legal representative of ____ [insert name of the contractor] . ____ [insert name of the contractor 's legal representative] shall be fully responsible for the work performed by ____ [insert name of the authorized person] within the scope of authorization.

The Power of Attorney is effective from ____ to ____ ⁽³⁾ . This Power of Attorney is made in ____ copies with equal legal value, the authorizing person keeps ____ copies, the authorized person keeps ____ copies , and the Inviting Party keeps ____ copies .

Authorized person

*[write name, title, signature and]
[stamp (if any)]*

Authorized person

*[write the name of the legal
representative of the contractor, title,
signature and seal (if any)]*

Note:

(1) In case of authorization, the original power of attorney must be sent to the Inviting Party when comparing documents and completing the contract. The authorization of the legal representative of the contractor to the deputy, subordinate, branch director, head of the representative office of the contractor to perform one or

more of the above-mentioned work contents on behalf of the legal representative of the contractor. The use of the seal in the case of authorization can be the seal of the contractor or the seal of the unit to which the relevant individual is authorized . The authorized person is not allowed to continue to authorize another person.

(2) The scope of authorization includes one or more of the above tasks.

(3) Record the effective date and expiration date of the power of attorney in accordance with the document comparison process, complete the contract and ensure that the effective date is before the date of performance of the authorized work.