

**SOCIALIST REPUBLIC OF VIETNAM**  
**Independence - Freedom - Happiness**

**BIDDING DOCUMENTS**

Package No. : **VTC 24-02**

Name of procurement : **Supply of security printing substrate code B06 for package the year 2024**

Issued date: : **19 March 2024**

**(to issue with Decision No. 48/QD-NMI/HDTV dated 19 March 2024 by Chairman of the Board of Members, National Banknote Printing Plant)**

**PROCURING ENTITY**  
**NATIONAL BANKNOTE PRINTING PLANT**  
**CHAIRMAN OF THE BOARD OF MEMBERS**

**Nguyen Duc Cuong**

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## **BRIEF DESCRIPTION**

### **Part 1. BIDDING PROCEDURES**

#### **Chapter I. Instructions to bidders**

This Chapter is to provide information to help Bidders prepare for Bid document. Information includes regulations of the preparation, submission of Bid document, opening of Bid document, evaluation of Bid document and award of contract.

#### **Chapter II. Bidding Data Sheet**

This Chapter gives detailed regulations of the contents in Chapter I for each procurement package.

#### **Chapter III. Evaluation criteria of Bid document**

This Chapter includes criteria to evaluate bid document and evaluate Bidder's capability, experience to implement the procurement package.

#### **Chapter IV. Bidding forms**

This Chapter includes forms that Bidder will have to complete as part of the Bid document.

### **Part 2. REQUIREMENTS ON SCOPE OF SUPPLY**

#### **Chapter V. Scope of supply**

This Chapter includes scope, schedule of goods supply, related services that Bidders have to implement; technical requirements to describe technical parameters of the goods and related services, contents for checking and testing of the goods (if any).

### **Part 3. CONDITIONS OF CONTRACT AND CONTRACT FORMS**

#### **Chapter VI. General conditions of the contract**

This Chapter includes general conditions applied to all contracts of different procurement packages.

#### **Chapter VII. Specific conditions of the contract**

This Chapter includes data of the contract and specific terms with specific terms for each contract. Specific Terms of the contract is to amend, supplement but not to modify General terms of the contract.

#### **Chapter VIII. Contract forms**

This Chapter includes forms that after completion will be part of the contract. Forms of Performance Security and Guarantee for advance payment (if there is requirement for advance payment) will be completed by winning bidder before the contract is valid.

## ABBREVIATIONS

ITB	Instructions to Bidder
BDS	Bidding Data Sheet
PE	Procurement Entity
BD	Bidding document
PBD	Proposal Bid documents, including technical proposal and financial proposal
TP	Technical proposal
FP	Financial proposal
GCC	General conditions of the contract
SCC	Specific conditions of the contract
VND	Vietnam dong
GBP	British Pound
AUD	Australia Dollar
CIP, ExW,etc.	Definition of delivery terms under Incoterms 2020
VAT	Value Added Tax
Law on Bidding	Law on Bidding No.22/2023/QH15 dated June 23 <sup>rd</sup> , 2023 by The National Assembly of Vietnam.
Decree No. 24/2024/NĐ-CP	Decree No. 24/2024/NĐ-CP dated February 27 <sup>th</sup> , 2024 detailing the implementation of several provisions of the Law on Bidding regarding the selection of contractors.
Vietcombank	Joint Stock Commercial Bank for Foreign Trade of Vietnam

## Part 1. BIDDING PROCEDURES

### Chapter I. INSTRUCTIONS TO BIDDERS

<b>1. Scope of Procurement Package</b>	1.1. Procuring Entity stipulated in <b>BDS</b> issues the Bidding Document to choose Bidder on supply of goods by the one-stage, two-envelope method. 1.2. Name of procurement package, project is stipulated in <b>BDS</b> .
<b>2. Explanation of terms in bidding</b>	2.1. The bid closing time is the deadline for receiving the Bid Document and is stipulated in the Bid Invitation Notice on the System. 2.2. Day is a day according to the calendar, including weekends, holidays, and Tet holidays according to the provisions of labor law. 2.3. System time and date is the time and date displayed on the System (GMT+7).
<b>3. Capital source</b>	Capital source (or method of capital arrangement) for the procurement package is specified in <b>BDS</b> .
<b>4. Banned acts</b>	4.1. The handing, taking, brokerage of bribes. 4.2. Taking advantage of positions, powers aiming to interfere illegally in bidding activities. 4.3. Conclusion with each other in bidding, including the following acts: a) Collusion, agreement, coercion to have one or more parties prepare bidding documents or withdraw bidding documents to ensure one party wins the bid; b) Collusion, agreement to refuse to supply goods, services, not to sign subcontracting contracts, or to engage in other forms of agreement to limit competition to ensure one party wins the bid; c) Bidders with the capacity and experience to participate in bidding and meet the requirements of the bidding documents intentionally fail to provide documents to demonstrate capacity, experience when requested by the procuring party to clarify bids or when requested to compare documents to create conditions for one party to wins the bid. 4.4. Fraudulence including the following acts: a) Forging or falsifying information, records and documents in bidding; b) Intentionally providing dishonest and non-objective information and documents in the bids documents to distort the bidder selection results. 4.5. Interference including the following acts:

a) Destroying, cheating, changing, hiding proof or reporting contrary to the truth; threatening, disturbing or suggesting with any party with the aim to prevent the clarification of acts of handing, taking, brokerage of bribes, fraudulence or conclusion with functional agencies, authorized agencies in conducting supervisions, checks, inspections and audit;

b) Obstructing authorized individuals, investors, procuring entity, bidders in selecting bidders;

c) Obstructing authorities responsible for supervising, inspecting, auditing, or examining bidding activities;

d) Intentionally lodging complaints, accusations, or false recommendations to obstruct bidding activities;

đ) Committing acts of violating the law on network safety, cybersecurity to intervene, obstruct the bidding.

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

a) Participation in the capacity of a bidder in a bidding package for which such participant is also the PE, investor or executing tasks of the PE, investor not under the provision of the Law on bidding;

b) Participate in preparing the BD and simultaneously participating in appraisal of the BD for the same bidding package;

c) Participate in evaluation of the bids and simultaneously participating in appraisal of bidder selection results for the same bidding package;

d) An individual of the PE and investor directly participate in the process of selection of bidder or participate in expert groups, evaluation groups for result of selection of bidder or be the head of competent state agency, investor, the PE for PP in which his or her family relationship as prescribed in Enterprise Law participates give their name in bidding or are representatives in law of bidder participating in bid;

đ) The bidder participating in the bidding for the procurement package provided consulting services: preparing, reviewing, appraising estimates, technical designs, construction drawing designs, FEED designs; preparing, appraising Bid Documents; evaluating Bid Documents; inspecting goods; appraising the results of bidder selection; supervising contract implementation;

e) Provision of one's name as the tenderer for a bidding package belonging to a project of an organization or body for which such person worked, within a period of 12 months from the date on which such person ceased to work for such body or organization;

	<p>g) Stating 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 Bidding Law;</p> <p>h) Stating conditions in the bidding documents to limit the participation of bidders or to create an advantage for one or several bidders, causing unfair competition, violating the provisions of Clause 3, Article 44 and Clause 2, Article 48 of the Bidding Law;</p> <p>4.7. Disclosure, receipt of the following data and information regarding selection of bidders, except for cases defined at 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 Bidding Law:</p> <p>a) Contents of BD prior to the stipulated date for issuance of such documents;</p> <p>b) Contents of Bid document: clarification requests regarding the Bids from the PE and the bidder's responses during the Bids evaluation process; reports from the PE, reports from the expert teams, appraisal reports, reports from consulting bidders, reports from relevant specialized agencies during the bidder selection process; written records, minutes of bid review meetings, comments and evaluations for each bid before being made public according to regulations;</p> <p>c) Result of selection of bidder prior to the stipulated time for announcement;</p> <p>d) Other documents during the process of selection of bidder which are stamped "confidential" as prescribed by law.</p> <p>4.8. Bid transfer including the following acts:</p> <p>a) The bidder transfers to another bidder the work part of the bidding package in addition to the maximum value for the sub-bidder and the work volume for the special sub-bidder stated in the contract;</p> <p>b) The bidder transfers to another bidder the work part of the bidding package that does not exceed the maximum value of the work for the sub-bidder stated in the contract but is outside the scope of work for the sub-bidder proposed in the Bids that are not approved by the investor or supervision advisory;</p> <p>c) The investor and supervision advisory approve the bidder's transfer of work specified in Point a of this Clause;</p> <p>d) The investor or supervision advisory accepts for bidder to transfer work under duty of bidder, deducted part of work under duty of sub-bidder as stated in contract.</p>
<b>5. Eligibility of</b>	5.1. For domestic bidders: are Business registered to be established

<p><b>bidders</b></p>	<p>and operating according to the provisions of Vietnamese law. For foreign bidders: registered to establish and operate according to foreign laws.</p> <p>5.2. It is an independent cost accounting entity;</p> <p>5.3. It is not in the process of dissolution or having the Certificate of Business Registration or Certificate of Business Household Registration or other equivalent documents revoked; not in the case of insolvency according to the law of the country where the bidder is granted the Establishment Decision or the Business Registration Certificate or the Business Household Registration Certificate or other equivalent documents.</p> <p>5.4. To ensure competitiveness in bid as stipulated in <b>BDS</b>;</p> <p>5.5. It is not in time banned from bid participation in any country or territory;</p> <p>5.6. It has registered on the network system until before the time of bid approval. The registration is done according to the instructions on the Network System.</p> <p>5.7. The bidder does not have personnel (signed a labor contract with the bidder at the time the personnel committed the violation) and is convicted by the Court of violating bidding regulations causing serious consequences according to the provisions of criminal law with the aim of letting that bidder win the bid within 3 years before the bid closing time.</p> <p>5.8. Not being prosecuted for criminal liability.</p> <p>5.9. For foreign bidders, they must enter into a joint venture with a domestic bidder or use domestic subcontractors, except in cases where the domestic bidder is not qualified to participate in any part of the bidding package.</p>
<p><b>6. Content of Bidding Document</b></p>	<p>5.1. The Bidding Documents consist of Part 1, 2, 3 and Amendments of Bidding Document as stipulated in Article 6 and 7 of ITB (if any), including:</p> <p><b>Part 1. Bidding Procedures:</b></p> <ul style="list-style-type: none"> <li>- Chapter I. Instructions to bidders</li> <li>- Chapter II. Bidding Data Sheet</li> <li>- Chapter III. Evaluation criteria of Bid document</li> <li>- Chapter IV. Bid forms</li> </ul> <p><b>Part 2. Requirements on scope of supply:</b></p> <ul style="list-style-type: none"> <li>- Chapter V. Scope of supply</li> </ul> <p><b>Part 3. Conditions of Contract and Contract forms:</b></p>



	<p>- Chapter VI. General conditions of Contract  - Chapter VII. Specific conditions of Contract</p> <p><b>Part 4. Contract forms</b></p> <p>The Invitation for Bids issued by the PE on the network system is not part the BD.</p> <p>6.2. PE shall not be responsible for the correction, completeness of BD, explanation and clarification documents of BD or amendment of BD as stipulated in Article 7 of ITB if they are not provided by PE on the System. The BD issued by the PE on the System will be the basis for review and evaluation</p> <p>6.3. Bidders must study all information of the BD, including amendments and clarifications documents of BD, minutes of meeting of pre-bid (if any) to prepare their Bid as required in the BD accordingly.</p>
<p><b>7. Clarification of Bidding Document</b></p>	<p>7.1. In case of amending the BD, the PE shall post the amendment decision along with the revised contents and the BD have been amended accordingly. Amendments to the BD are made at least 10 days before the bid closing date and ensure enough time for the bidder to complete the Bid; In case of not ensuring enough time as mentioned above, the bid closing time must be extended.</p> <p>7.2. In case bidders requires explanations and clarification of the BD, they must send an application to PE within a period of at least 05 working days before the bid closing date for the PE to consider. After receipt of the application, the PE shall consider and clarify at the request of the bidder and send documents clarifying the Bidding document to all bidders who have received the Bidding document from the PE within a period of at least 02 working days before the bid closing date, including a description of the inquiry but without identifying its source. If the clarification results in changes to the BD, PE must be amended BD under Article 7.1 of the ITB.</p> <p>7.3. The bidder is responsible for monitoring information on the System to update information on amendments to the BD and changes to the bid closing time (if any) to serve as a basis for preparing the Bid.</p> <p>7.4. If necessary, Investor will organize a pre-bid conference to exchange information in BD which is not clear for Bidders as prescribed in <b>BDS</b>. The PE will post the invitation to attend the pre-bid conference on the System. The exchanged information must be recorded by PE in a minutes and made in writing clarifying the BD and post on the System within maximum of 02 working days from the closing date of the pre-bid conference.</p>

	<p>7.5. If there are changes to the BD after the pre-bid conference, Investor will issue the amendment document as stipulated under Article 7.1 of ITB. The conference-minutes is not amendment document of BD.</p> <p>7.6. The failure of a bidder to attend the pre-bid conference or the failure to obtain a certificate of attendance at the pre-bid conference shall not be a reason for the rejection of a bidder's bid.</p>
<b>8. Cost of bidding</b>	Bidders shall bear all costs relating to the preparation and submission of their Bid, and PE shall not be responsible for those costs relating to Bidders' participation in any case.
<b>9. Language of Bid</b>	The Bid and all documents relating to the Bid must be written in the language stipulated in <b>BDS</b> . Supporting documents in the Bid (catalogue...) may be written in another language and accompanied by a translation into the language specified in the <b>BDS</b> . In case of lack of translation, the PE may request the Bidder to provide additional documents (if necessary). The Bidder is responsible for any discrepancies between the original and the translation of the document (if any).
<b>10. Parts of Bid</b>	<p>The Bid document comprises of Technical Proposal and Financial Proposal in which:</p> <p>10.1 The Technical Proposal (TP) comprises:</p> <ul style="list-style-type: none"> <li>a) Technical proposal submission sheet as stipulated in Article 11 of the ITB;</li> <li>b) Joint-venture agreement in case joint-venture bidders stipulated in Form 03, Chapter IV (for joint-venture bidder);</li> <li>c) Bid security is stipulated in Article 18 of ITB;</li> <li>d) Documentary evidence capability and experience of Bidder as stipulated in Article 16 of the ITB;</li> <li>đ) Technical proposal and documents as stipulated in Article 15 ITB;</li> </ul> <p>The technical proposal may not include any financial information. If the technical proposal contains significant financial information, the bidder shall be at a disadvantage in the bid evaluation process.</p> <p>10.2. Financial proposal (FP) comprises:</p> <ul style="list-style-type: none"> <li>a) Financial Proposal submission sheet as stipulated in Article 11 of the ITB;</li> <li>b) Price proposals and data sheet are full filled as stipulated in Article 11 and 13 of the ITB.</li> </ul> <p>10.3. Other contents as stipulated in <b>BDS</b>.</p>
<b>11. Bid Submission</b>	Bidders must make a bid form as stipulated in the Chapter IV. The forms must be completely filled out.

<b>Form and Forms</b>	
<b>12. Alternative Proposals</b>	<p>12.1. If the Bidder may make Technical Alternative Proposals as prescribed in the <b>BDS</b> of the Bidding Document, the new Proposal shall be considered.</p> <p>12.2. The Technical Alternative Proposals shall only be considered if it satisfies requirements and the Bidder is ranked the first. In this event, the Bidder must provide all essential information about: description, drawings, technical specifications, delivery schedule, costs and other relevant information in order the PE to evaluate the Alternative Proposals. The evaluation of Alternative Proposals in the Bid shall comply with Article 5 of Chapter III.</p>
<b>13. Bid price and discounts</b>	<p>13.1. The bid price stated in the Bid Submission Form of Financial Proposal and in the price lists together with discounts must meet the following provisions:</p> <p>a) Bid price is the price proposed by bidder in the Bid Submission Form of Financial Proposal, includes all related costs (excluding discounts) to implement the project as stipulated in Part II. Requirement on Supply.</p> <p>b) Bidders have to send their Bid for all items as stipulated in Part 2 - Requirements on scope of supply and mark unit price, total bid price of all items in the sheet “List of goods” following Forms 11 as stipulated in Chapter IV - Bidding forms. The Bidder's bid price must include all taxes, fees and charges (if any) applied at the tax rates, charges and fees at 28 days prior to the date of bid closing and on the basis of delivery conditions stipulated in Article 13.6 of the ITB.</p> <p>13.2. In case of having discount proposal, Bidder may fulfill directly in the Bid Submission Form or on a separate Letter of Discount. Bidder may submit the discount letter together with the Financial Proposal or not but must be submitted before bid closing time. In case the discount letter is submitted together with the Bid, the list of Bid components of the Bidder must include the discount letter. In case the discount letter is submitted separately, the discount letter must be put in a sealed bag, clearly stating "Discount letter" (the sealing method is determined by the Bidder) in compliance with the provisions of Article 21.2 and Article 21.3 of the ITB. The discount letter will be kept as a part of Bid by PE and be opened simultaneously with the Financial Proposal of bidders. In discount, it is necessary to state content and discount method for specific items in the sheet “List of goods”. Otherwise, the discount will be interpreted as equal reduction for all items in the sheet “List of goods”. In case the bidding package applies a fixed unit price or adjustable unit price contract, the discount value is calculated on the bid price after deducting contingency costs</p>

	<p>(if any).</p> <p>13.3. Bidders are responsible for bid price to implement all items required in BD. In case Bidders have unusual unit price affecting the quality of the bidding package, PE can require the Bidders to explain and clarify in writing the possibility of this unusual unit price. If the bidder's explanation is not clear enough or not convincing, the PE shall not accept that bid unit price, and consider this as a deviation and make deviation correction as prescribed for the missing offer content of the Bid compared with the requirements of the BD as stipulated in Article 33.2 of the ITB. The deviation correction is for the purpose of comparing bids only.</p> <p>13.4. In the event that the procurement is divided into independent lots and bidding is allowed for each part as stipulated in the <b>BDS</b>, the Bidder may make a Bid for one or multiple lots of the procurement. The Bidder is obligated to make a Bid for all work items of its selected lot(s). If the Bidder proposes a discount, the discounting method and discounted items shall be specified in accordance with ITB Article 13.2.</p> <p>13.5. The CIP and other terms of delivery are made according to the Incoterms edition of the International Chamber of Commerce as specified in the <b>BDS</b>.</p> <p>13.6. Bid prices are offered as stipulated in Forms 12.2A of Chapter IV - Bidding Forms.</p> <p>Bidders must offer bid price as instruction as follows:</p> <p>a) For goods manufactured or processed in Vietnam, the bid price includes:</p> <p>(i) ExW price (ExW price, ex-factory delivery, ex-warehouse, showroom price, price for goods available at the store, depending on specific cases) includes taxes, fees, and charges related to importing raw materials, components, or parts for manufacturing or assembling goods;</p> <p>(ii) VAT, special consumption tax, and other taxes, fees, or charges (if any) payable in the event the bidder is awarded the contract;</p> <p>(iii) Freight, insurance cost and other necessary services (VAT included) in Vietnam to transport goods to the project's location as prescribed in <b>BDS</b>.</p> <p>b) For goods manufactured or processed abroad and to be imported into Vietnam, the bid price includes:</p> <p>(i) CIP price to the location as stipulated in the <b>BDS</b>.</p>
<b>14. Bid</b>	14.1. Bid currency and payment currency must be the same and as

<p><b>currency and payment currency</b></p>	<p>specified in the <b>BDS</b>. A specific work item is offered in a currency.</p> <p>14.2. Domestic expenses must be paid in VND, expenses outside Vietnam shall be paid in the currency specified in Article 14.1 of the ITB.</p>
<p><b>15. Documents proving eligibility and conformity of goods</b></p>	<p>15.1. To prove the eligibility of the Goods in accordance with BD, Bidders shall supply documents - a part of Bid, to prove the satisfaction of goods about technical requirement as stipulated in the Chapter V. Scope of supply.</p> <p>15.2. The term "goods" is understood as security printing substrate code B06 supplied with the Scope of supply as prescribed in this BD.</p> <p>15.3. The term "origin" means the country or territory where the good is produced, manufactured or processed in that country or territory, through the process of manufacturing, processing or assembling to form a commercially recognized product and which is substantially different in fundamental characteristics from its original constituents.</p> <p>15.4. Bidders must declare the origin of goods in Form 11 of Chapter IV. In case a bidder offers multiple origins for a unit of goods (piece, unit,...) but has the same manufacturer and the same unit price, the PE shall request the bidder to clarify to determine the origin of this goods.</p> <p>15.5. Goods must have origin as prescribed in the <b>BDS</b>.</p> <p>15.6. The documentary evidence proving satisfaction of goods, related service may be in the files, documents, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and bid samples (for the bidder must submit the sample), to prove the satisfaction of goods, service compared to BD’s requirement and a statement of deviations and exceptions (if any) to the provisions of the Chapter V.</p> <p><b>15.7.</b> The documentary evidence proving satisfaction of goods, related service may be in the files, documents, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and bid samples (for the bidder must submit the sample), to prove the satisfaction of goods, service compared to BD’s requirement and a statement of deviations and exceptions (if any) to the provisions of the Chapter V.</p>
<p><b>16. Documents proving eligibility, capability and experience of Bidder</b></p>	<p>16.1. Bidders have to fulfill all necessary information in forms in Chapter IV. Bidding forms to prove eligibility, capability and experience of Bidder as stipulated in Chapter III. Evaluation Criteria. Bidders are willing to prepare the origin documents to serve PE’s demonstration.</p> <p>16.2. Documents prove eligibility, capability and experience of Bidder</p>

	if bidder wins as stipulated in <b>BDS</b> .
<b>17. Validity period of Bid</b>	<p>17.1. Bid document comprises the Technical Proposal and the Financial Proposal which are not shorter than period of validity stipulated in <b>BDS</b>. The Technical Proposal or the Financial Proposal with shorter than period of validity will not be considered and accessed.</p> <p>17.2. If necessary, before the expiry of the validity period of bids, PE may request bidders to extend the validity period of bid (extending the validity of the Technical Proposal and the Financial Proposal), also require bidders to extend the corresponding validity period of the bid security (equal the validity period of bid after the extension plus 30 days). If bidders do not accept the extension of the validity of period bids, their bids will not be considered further and the bidders will be returned the bid security. Bidders who accept the request for extension will not be allowed to change any content of the bid. The request for extension and agreement or disagreement of the extension must be made in writing.</p>
<b>18. Bid Guarantee</b>	<p>18.1. When participating the bid, bidders shall make bid guarantee before the closing time in form of guarantee letter issued by domestic credit institutions or foreign bank branches established under Vietnamese law as stipulated in Article 18.2 of ITB. The guarantee letter must follow Form 04 (a) or Form 04 (b) of Chapter IV - Bidding Forms or other similar form but must include full the basic content of the bid guarantee. In case the validity period of bids is extended as stipulated in Article 18.2 of ITB, the validity period of bid guarantee should also be extended accordingly.</p> <p>In case of joint venture agreement (JVA), bid guarantee can be done by two following ways:</p> <p>a) Each member of JVA will perform separately bid guarantee, but must ensure that the total amount is not less than the amount as stipulated in Article 18.2 of ITB; if the bid guarantee by one of JVA members is defined not eligible, Bid of the JVA will be not considered and assessed further. If any member of the JVA violates the law resulting in no refund the bid guarantee as stipulated in Article 18.5 of ITB, the bid guarantee of all members of JVA will not be refund.</p> <p>b) JVA's members agree to appoint a member to be on behalf of JVA to do the bid guarantee for that member and others of JVA. In this case, the bid guarantee may show JVA's name or name of member who is responsible for the bid guarantee, but the amount is not less than the amount as stipulated in Article 18.2 of ITB. If any member of the JVA violates the law resulting in no refund the bid guarantee as stipulated in Article 18.5 of ITB, the bid guarantee of all members of</p>

	<p>JVA will not be refund.</p> <p>18.2. Value, currency and validity period of the bid guarantee as stipulated in <b>BDS</b>.</p> <p>18.3. Bid guarantee is considered not eligible in one of the following cases: smaller value, shorter validity period as stipulated in Article 18.2 of ITB, wrong name of PE (beneficiary), no original and no legal signature, signed before the PE issues Bidding document, signed before the time of signing the partnership agreement in the case of joint venture, accompanied by adverse conditions to the Investment Owner, the PE (including failure to fully meet the commitments stipulated in Form No. 04(a), Form No. 04(b) of Chapter IV- Bidding Forms).</p> <p>18.4. Bid guarantee of bid loser will be returned or released within the maximum time as stipulated in <b>BDS</b> from the date of announcement the bid selection result. For bid winner, bid guarantee will be returned or released after contract performance guarantee is made by bidder.</p> <p>18.5. Bid guarantee shall not be refunded in the following cases:</p> <p>a) Bidder withdraws their bids (including TP or FP) after the closing time and the validity period of the bid;</p> <p>b) Bidder violates the bidding law resulting in cancelling the bid in Point d, Article 37.1 (d) of ITB;</p> <p>c) Bidder does not implement the performance guarantee as stipulated in Article 42.1 of ITB;</p> <p>d) The bidder fails to conduct or refuses to conduct contract negotiations (if any) within 10 days for international bidding from the date of receiving the invitation to negotiate the contract or has conducted contract negotiations but refuses to finalize, sign the contract negotiation minutes, except in cases of force majeure;</p> <p>đ) The bidder fails to conduct or refuses to finalize the contract within 20 days for international bidding from the date of receiving the notice of winning the bid from the PE, except in cases of force majeure;</p> <p>e) The bidder fails to conduct or refuses to sign the contract within 20 days for international bidding from the date of finalizing the contract, except in cases of force majeure.</p>
<p><b>19. Bid closing time</b></p>	<p>19.1. Bidders submit Bid documents as stipulated in <b>BDS</b> and must ensure that the PE receives it before bid closing time as stipulated in <b>BDS</b>.</p> <p>19.2. PE may extend the time for bid closure by amending the Bidding document as stipulated in Article 7 of ITB. When extending the bid closure, all responsibility of the PE and Bidders will be changed in accordance with new closing time.</p>

<p><b>20. Format and Signing of Bid document</b></p>	<p>20.1. Bidders must prepare Bid document including: an original of the Technical Proposal, an original of Financial Proposal as stipulated in Article 10 of ITB and some copies of the Technical Proposal and the Financial Proposal with quantity as stipulated in <b>BDS</b>. The cover of the documents must be clearly marked “ORIGINAL – TECHNICAL PROPOSAL” and “ORIGINAL – FINANCIAL PROPOSAL”, “COPY – TECHNICAL PROPOSAL” and “COPY – FINANCIAL PROPOSAL”.</p> <p>In case of amendment or replacement for the TP or the FP, the bidders shall prepare 01 original and some copies with quantity as stipulated in <b>BDS</b>. The cover of the record must clearly marked "ORIGINAL - TECHNICAL PROPOSAL - AMENDMENT", "COPY - TECHNICAL PROPOSAL - AMENDMENT", "ORIGINAL - FINANCIAL PROPOSAL - AMENDMENT", "COPY - FINANCIAL PROPOSAL - AMENDMENT", "ORIGINAL - TECHNICAL PROPOSAL - REPLACEMENT", "COPY - TECHNICAL PROPOSAL - REPLACEMENT", "ORIGINAL - FINANCIAL PROPOSAL - REPLACEMENT", "COPY - FINANCIAL PROPOSAL - REPLACEMENT".</p> <p>In case the bidder's bid includes documents and information that are confidential to the bidder's production and business activities (such as proprietary information, business secrets, sensitive information), the Bidder must stamp “<b>NON-DISCLOSURE</b>” for these documents and information.</p> <p>20.2. Bidders must be responsible for the accuracy and compliance of copies compared to the original. If the differences between original and copies of bid document do not change the ranking of bidder, the original shall be used for evaluation. If these differences results the difference between the evaluation result based on the original and the evaluation result based on the copies, thus changing the ranking of bidder, the bid will be rejected.</p> <p>20.3. The original of the TP and the FP must be typed and written by no-faded ink and paged in consecutive order. Application for bid participation, discount letter (if any), supplementary documents, clarification of Bid, price list and other forms as stipulated in Chapter IV- Bidding forms, must be signed and sealed (if any) by bidders’ legitimate representatives (legal representative or authorized representative), in case of authorization, there has a letter of authorization following Form 02 in Chapter IV - Bidding Forms or a copy of the company regulations, authenticated decision of brand establishment or other documents evidencing the authority of the authorized person and be submitted with the bid.</p> <p>20.4. In case of joint venture bidder, the bid must be signed by the</p>
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	<p>legal representatives of all the joint venture members or representing members of JVA following the JVA. To ensure that all members of the JVA are legally tied, the JVA documents must be signed by the legal representatives of all the members of JVA.</p> <p>20.5. The letters adding, erasures or overwriting typing are only valid if it is signed near the side or in that page by the person who signed the Bid.</p>
<p><b>21. Seal and writing outside the Bid document</b></p>	<p>21.1. The package of the TP includes the original and copies of the TP, the cover marked “TECHNICAL PROPOSAL”. The package of the FP includes the original and copies of the FP, the cover marked “FINANCIAL PROPOSAL”.</p> <p>In case of amendment or replacement for the TP or the FP, the records of amendment and replacement (including originals and copies) must be placed in separate packages with the packages of TP and the FP, the cover must be marked " TECHNICAL PROPOSAL - AMENDMENT", "TECHNICAL PROPOSAL - REPLACEMENT", "FINANCIAL PROPOSAL - AMENDMENT", "FINANCIAL PROPOSAL - REPLACEMENT". The packages of the Technical Proposal, the Financial Proposal; the Technical Proposal - Amendment, the Financial Proposal - Amendment; the Technical Proposal - Replacement, the Financial Proposal - Replacement (if any); alternative technical proposal (if any) must be sealed. The method of seal is stipulated by bidder.</p> <p>21.2. On the package of records must:</p> <ul style="list-style-type: none"> <li>a) Write name and address of the bidder;</li> <li>b) Write the recipient's name is PE’s name at the address as stipulated in Article 19.1 of ITB;</li> <li>c) Name of bidding package as stipulated in Article 1.2 of ITB;</li> <li>d) Write the warning: "not to be opened before the opening time of the Technical Proposal" as stipulated in Article 31.1 of ITB for the package of the Technical Proposal and the Technical Proposal - Amendment or the Technical Proposal - Replacement (if any); "not to be opened before the opening time of the Financial Proposal" for the package of the Financial Proposal and the Financial Proposal - Amendment, the Financial Proposal - Replacement (if any).</li> </ul> <p>21.3. Bidders must be responsible for any consequence or disadvantages caused by if bidders do not follow instructions stipulated in this BD, including unseal or missing seal during the transportation, incorrect information on the package of bid as stipulated in Article 20.1 and 20.2 of ITB provisions. PE will not be responsible for the confidentiality of the bids if bidders do not follow instruction as stipulated in the above.</p>

<p><b>22. Replacement, amendment or withdrawal of Bid document</b></p>	<p>22.1. After submitting their bids, bidders may amend, replace or withdraw their bids by submitting a written notice signed by a legal representative of the bidder, in case of authorization attached a letter of authorization as stipulated in Article 20.3 of ITB. The bids amendment or replacement must be attached with announcement document about the corresponding amendment, replacement and must satisfy the following conditions:</p> <p>a) Bidders prepare and submit to PE as stipulated in Article 19 and Article 20 of Chapter I. ITB, the package contains the announcement document must be marked "AMENDMENT - TECHNICAL PROPOSAL" or "AMENDMENT - FINANCIAL PROPOSAL" or "REPLACEMENT - TECHNICAL PROPOSAL" or "REPLACEMENT - FINANCIAL PROPOSAL" or "WITHDRAWAL OF BID DOCUMENT";</p> <p>b) Received by PE before the bid closure as stipulated in Article 19 of ITB.</p> <p>22.2. Bids which are required to withdrawn as stipulated in Article 22.1 of ITB will be returned to bidders.</p> <p>22.3. Bidders may not modify, replace or withdraw their bids after the bid closure until the expiry of the bid that bidders wrote in the bidding application or until the expiry of the extended bid.</p>
<p><b>23. Technical Proposal opening</b></p>	<p>23.1. In case at the time of bid closing, there are only 01 or 02 bidders submitting bid documents, the investor will consider and resolve the matter within no more than 04 hours from the time of bid closing in one of the following two ways:</p> <p>a) Allow extending the bid closing time to increase the number of bidders submitting bids. In this case, the new bid closing time and corresponding deadlines must be clearly specified so that the bidder has enough time to amend or supplement the submitted bid according to the new requirements;</p> <p>b) Allow bid opening immediately to conduct evaluation.</p> <p>23.2. Except from the cases stipulated in Article 21 and 22.2 of ITB, The PE opens publicly and loudly clearly reads the information of the Technical Proposals received before the bid closing time as stipulated in Article 23.6(b) of ITB. The Technical Proposal opening is organized publicly within on date, time and place as stipulated in <b>BDS</b> at the witnesses of the representatives of the bidders attending the Technical Proposal opening and representatives of the related agencies and organizations. The Technical Proposal opening does not depend on the presence or absence of representatives of the bidders.</p> <p>23.3. In case bidders propose to withdraw or replace the bids, the PE</p>

will open and loudly clearly read the information of the package of announcement document "WITHDRAWAL BIDS", The Bids package of the bidders proposing to withdraw their bids will remain sealed and returned to the bidders. The PE will not accept the bidders to withdraw the bids and remain open that Technical Proposal if the announcement document "WITHDRAWAL BIDS" is not attached the documents proving that the signee is the legal representatives of the bidders or the documents are not publicized in the opening. In this case, the Bid will still be opened as stipulated in Article 23.6 of ITB.

23.4. Next, the PE will open and loudly clearly read the information of the package of announcement document named "REPLACEMENT - TECHNICAL PROPOSAL"; the Technical Proposal will be replaced by the corresponding replacement Technical Proposal; the original package of the Technical Proposal will be remained the seal and returned to the bidders. The Technical Proposal will not be replaced if the announcement document of replacement of the Technical Proposal is not attached the documents proving that the signee is the legal representatives of the bidders or the documents are not publicized in the opening. In this case, the replaced Technical Proposal shall still be opened as stipulated in Article 23.6 of ITB.

23.5. With the package of announcement document "AMENDMENT - TECHNICAL PROPOSAL", the attached announcement document will be opened and aloud, clearly read with the corresponding amendment Technical Proposal. The PE will not accept the bidders to amend the Technical Proposal if the announcement document "AMENDMENT - TECHNICAL PROPOSAL" is not attached the documents proving that the signee is the legal representatives of the bidders or the documents are not publicized in the Technical proposal opening.

23.6. The Technical Proposal opening will be made for each Technical Proposal or each replacement Technical Proposal (if any) according to the alphabetical order of the bidder's names and as follows:

a) Seal checking;

b) Opening the original documents "TECHNICAL PROPOSAL", "TECHNICAL PROPOSAL - AMENDMENT" (if any) or "TECHNICAL PROPOSAL - REPLACEMENT" (if any), and aloud, clearly reading the minimum following information: name of the bidder, the validity period of The Technical Proposal, the value of the bid security, the validity period of the bid security and any other information required by the PE.

c) Reading loudly and clearly quantity of copies of The Technical Proposal and other related information, including information relating

	<p>to the alternative technical proposal of the bidder (if any);</p> <p>d) The representatives of PE will sign on origin of Technical application in The Technical Proposal, power of attorney of the bidders' at-law representative (if any), join-venture agreement (if any), bid security. The PE will not remove any bids when opening the bids, except for the bids lately submitted as stipulated in Article 19 of ITB;</p> <p>đ) The PE and bidders attending The Technical Proposal opening agree the seal method of document package named "FINANCIAL PROPOSAL", "FINANCIAL PROPOSAL - AMENDMENT" or "FINANCIAL PROPOSAL - REPLACEMENT". After sealing, the PE is responsible for preserving the above document packages as the management of the confidential documents until opening The Financial Proposal as stipulated in Article 25 of ITB.</p> <p>Only the Technical Proposals are opened and read at the Technical Proposal opening will be considered and assessed.</p> <p>23.7. The PE shall make the minutes of The Technical Proposal opening including the information as stipulated in Article 23.6(b) of ITB. The minutes of The Technical Proposal opening must be signed by the representatives of the PE and bidders attending The Technical Proposal opening. The lack of signatures of the bidders in the minutes will still be meaningful and valid. The minutes of The Technical Proposal opening will be sent to all bidders attending the bid.</p>
<p><b>24. Technical Proposals evaluation</b></p>	<p>24.1. The PE will apply the evaluation criteria in this Article and the evaluation method as stipulated in <b>BDS</b> to evaluate The Technical Proposal. No other criteria or evaluation method is allowed.</p> <p>24.2. Checking and evaluating the eligibility of Technical Proposals:</p> <p>a) The checking and evaluating the eligibility of Technical Proposals shall be made as stipulated in Article 1 of Chapter III. Evaluation Criteria of bids;</p> <p>b) The bidders having the eligible Technical Proposals will be considered and evaluated the capacity and experience.</p> <p>24.3. Evaluation of capacity and experience:</p> <p>a) The evaluation of the capacity and experience shall be made as stipulated in Article 2 of Chapter III. Evaluation Criteria of bids;</p> <p>b) The bidders having the eligible capacity and experience will be considered and evaluated the techniques.</p> <p>24.4. Evaluation of techniques</p> <p>a) The evaluation of techniques shall be made following the standards and evaluation method as stipulated in Article 3 of Chapter III.</p>

	<p>Evaluation Criteria of bids;</p> <p>b) The bidders meeting the technical requirements will be considered and evaluated the Financial Proposal as stipulated in Article 4 and 5 of Chapter III. Evaluation Criteria of bids;</p> <p>24.5. List of the bidders meeting the technical requirements will be approved in writing. The PE shall announce the List of the bidders meeting the technical requirements to all bidders, and invite them to open the Financial Proposal including the time and place.</p>
<p><b>25. Financial Proposal opening</b></p>	<p>25.1. Only open the Financial Proposal for bidders that meet the technical requirement. The Financial Proposal opening is implemented publicly with the time and place in the announcement document about the list of the bidders meeting the technical requirements at the witnesses of the representatives of the bidders attending the Financial Proposal opening and representatives of related agencies and organizations. The Financial Proposal opening does not depend on the presence or absence of representatives of the bidders who meet the technical requirements.</p> <p>25.2. At the Financial Proposal opening, the PE publicly declares the approval documents of the list of bidders meeting the technical requirements, and then, examines the seal of document package named "FINANCIAL PROPOSAL", "FINANCIAL PROPOSAL - AMENDMENT" or "FINANCIAL PROPOSAL - REPLACEMENT".</p> <p>25.3. In case bidders propose to replace the Financial Proposal, the PE will open and loudly, clearly read the information of the announcement document package named "FINANCIAL PROPOSAL - REPLACEMENT"; the Financial Proposal will be replaced correspondingly by the Financial Proposal - Replacement; the original package of the Financial Proposal will be remained the seal and returned to the bidders. The Financial Proposal will not be replaced if the announcement document of replacement of the Financial Proposal is not attached the documents proving that the signee is the legal representatives of the bidders or the documents are not publicized in the Financial Proposal opening. In this case, the Financial Proposal (the replaced version) will still be opened according to the provisions of Article 25.4 of the ITB.</p> <p>With the package of announcement document "FINANCIAL PROPOSAL - AMENDMENT", the attached announcement document will be opened and aloud, clearly read with the corresponding Financial Proposal - Amendment. The PE will not accept the bidders to amend the Financial Proposal if announcement document of replacement of the Financial Proposal is not attached the documents proving that the signee is the legal representatives of the bidders or the documents are not publicized in the Financial Proposal</p>

	<p>opening. Only the Financial Proposals that are opened and read at the Financial Proposal opening will be considered and assessed.</p> <p>25.4. The Financial Proposal opening will be made for each Financial Proposal according to the alphabetical order of the bidder's name in the list of the bidders meeting the technical requirements and as follows:</p> <p>a) Seal checking;</p> <p>b) Opening the original documents "FINANCIAL PROPOSAL", "FINANCIAL PROPOSAL - AMENDMENT" (if any) or "FINANCIAL PROPOSAL - REPLACEMENT" (if any) and aloud, clearly reading the following information: name of the bidder; quantity of originals and copies; the validity period of The Financial Proposal; the bid price in the bidding application of the Financial Proposal; the bid price in the general table of bid price; the discount value (if any); the technical scores of the bids meeting technical requirements and other information required by the PE. Only the information about the proposed discount read in the Financial Proposal opening and written in the minutes of Financial Proposal opening shall be considered and evaluated;</p> <p>c) A representative of the PE shall sign on the original Financial Proposal. The PE may not reject any of the Financial Proposals of the Bidders whose names are on the list of bidders meeting the technical requirements when opening the Financial Proposals.</p> <p>25.5. The PE shall make the minutes of The Financial Proposal opening including the information as stipulated in Article 25.2, 25.3 and 25.4 of ITB. The minutes of The Financial Proposal opening must be signed by the representatives of the PE and bidders attending The Financial Proposal opening. The lack of signatures of the bidders in the minutes will still be meaningful and valid. Minutes of opening the Financial Proposal will be sent to all bidders who meet the posted technical requirements; posted on the national bidding network system within 24 hours from the time of bid opening.</p>
<p><b>26. Financial Proposal evaluation and Bidder ranking</b></p>	<p>26.1. The evaluating the Financial Proposals in detail shall be made as stipulated in Article 5 and made by stipulated in <b>BDS</b>.</p> <p>26.2 After evaluating the Financial Proposals in detail, the PE makes the list of bidders ranking which is approved by the Investment Owner. The ranking of bidders is performed as stipulated in <b>BDS</b>. The first ranked bidder is invited to negotiate a contract. In case only one bidder passes the financial evaluation, there is no need to approve the list of bidder ranking.</p> <p>26.3. Bidders are invited to negotiate and at the same time compare reference documents and prove the information declared by the bidder</p>

	<p>in the Bid</p>
<p><b>27. Non-disclosure</b></p>	<p>27.1. The Related information to the evaluation of the bids and the hand-out request of the contract is confidential and may not be disclosed to bidders or any person no related officially to the bidder selection process until publicizing the result of bidder selection. Not to disclose information in the bidder’s bid for others, except the public information in the minutes of bid opening.</p> <p>27.2. Unless clarifying their bids, compare documents, contract negotiation (if any), bidders are not allowed to contact with the Investor about matters related to their bids and others related to the bidding package during the time from bid opening until publicing the result of the bidder selection.</p>
<p><b>28. Clarification of Bid document</b></p>	<p>28.1. After opening the TP and the FP, bidders shall be responsible for clarifying the TP and the FP at the request of PE, including the clarification of the eligibility, capacity and experience of bidders. For technical and financial proposals stated in the TP and the FP, the clarification must not cause changes to the nature of bidders, basic contents of the submitted bid and bid price (unless the bidder confirms that the arithmetic error correction of his Bid is done by the PE during the bid evaluation). Bidders have to inform the PE about receiving the request document of clarification the bids by one of the following ways: send directly document, send by post office, fax or e-mail.</p> <p>28.2. The clarification between the PE and bidders must be made in writing. Documents not related to the content of the request for clarification of the PE shall not be considered and evaluated, except for self-clarification documents as prescribed in Article 28.3 of ITB.</p> <p>28.3. In the period as stipulated in <b>BDS</b>, if a bidder detects that the bid lacks documents proving his eligibility, capacity and experience, bidder may send these documents to the PE for clarifying his eligibility, capacity and experience. PE has responsibility to receive these documents for consideration and evaluation. These documents shall be regarded part of the bid.</p> <p>In case the similar contract proposed by the bidder in the Bid does not meet the requirements, the PE requests the bidder to supplement or replace another similar contract for evaluation within an appropriate period of time.</p> <p>The PE have to inform the bidders about receiving the clarification document of the bidders by one of the following ways: send directly document, send by post office, fax or e-mail.</p> <p>28.4. The clarification of Bids is only implemented between PE and Bidders whose bids have to be clarified and must ensure the principle of not changing the nature of the bidder participating in the bid.</p>

	<p>Clarification contents are kept by PE as a part of bid. With the clarification content directly affecting the assessment of the eligibility, capacity, experience and requirements of technique, finance, when the time of clarification is expired and PE does not receive any written clarification, or Bidder has written clarification but it does not satisfy PE's requirement, the PE will assess their bids according to the bids submitted before the bid closing time. PE must give bidder a reasonable amount of time for the bidder to clarify the bid.</p> <p>28.5. If necessary, the PE can submit a written request the bidder who can win to work directly with the PE to clarify the bids. Clarification content of the bid shall be specified in writing. The clarification of the Bid in this case must ensure objectivity and transparency.</p> <p>28.6. In case the BD require a commitment or contract in principle for equipment rental, main material supply, warranty, maintenance, repair but the Bid does not attach these documents, the PE requests the bidder to clarify the Bid and supplement documents within an appropriate period of time but not less than 03 working days to serve as a basis for evaluating the Bid.</p>
<p><b>29. Error, setting condition and omitting content</b></p>	<p>The following definitions shall apply in the evaluation process of bids:</p> <p>29.1. "Error" is differences from the requirements in the BD;</p> <p>29.2. "Setting condition" means setting the conditions that have restriction or express the completely unaccepting for the requirements as stipulated in the BD;</p> <p>29.3. "Omitting content" means the bidders cannot provide a part or all of the information or documents as requested in the BD.</p>
<p><b>30. Identification of response of the Bid document</b></p>	<p>30.1. The PE will determine the response of the Bid document based on the content of the bid as stipulated in Article 10- ITB.</p> <p>30.2. The basically responsive Bid document is the bids met the requirements stated in the Bidding document without any error, setting condition or omitting basic content. Error, setting condition or omitting basic content of the bid are the points that:</p> <p>a) If approved which will significantly influence the scope, quality or function of the goods; limit significantly and inconsistently with the Bidding document about the Investor's rights or the bidder's obligations in the contract;</p> <p>b) If corrected which would make unfair to the competitive position of other bidders whose bids meet the basic requirements of the Bidding document.</p> <p>30.3. The PE check the technical parts of the bid as stipulated in Article 15 and 16 of ITB to confirm that all the requirements of the BD are met and the bids do not have any error, setting condition or omitting basic</p>



	<p>content.</p> <p>30.4. If Bid document does not meet the basic requirements in the Bidding document, they will be rejected; not allowed to amend the error, sett condition or omit basic content of the Bid document to meet basically the Bidding document.</p>
<b>31. Non-serious errors</b>	<p>31.1. If the Bid document meets the basic requirements in the Bidding document, the PE, expert team can accept the mistakes that are not error, setting conditions or omitting basic content in the Bid document.</p> <p>31.2. If the bids meet the basic conditions of the Bidding documents, PE, expert team may request the bidders to provide necessary information or documents within a reasonable period to correct no serious mistakes in the bid related to the document requirements. The requirement of providing the information and documents to overcome these mistakes does not relate to any side of the bid price. If the bids do not meet the above requirements of the PE, they can be rejected.</p> <p>31.3. If the bids meet basically the Bidding document, the PE will adjust the mistakes (non-serious and quantifiable errors) relating to the bid price. Accordingly, the bid price will be adjusted to reflect the costs of items that are lack or do not meet the requirements; this adjustment is only aimed to compare the bids.</p>
<b>32. Subcontractor</b>	Not allowed
<b>33. Error correction and deviation adjustment</b>	<p>30.1. Error correction of the Bid document includes arithmetical errors and others shall be performed under the following principles:</p> <p>a) Arithmetical errors include those incurred in the miscalculation such as addition, abstraction, multiplication and division during calculating bid price. If there are some inconsistencies between unit price and total price, unit price shall be the basis of error correction; if any dramatic errors in unit price has been found due to decimal errors (to power 10; 100 or 1,000 times), total price shall be the basis of error correction;</p> <p>b) In case the total value of the items is incorrect due to an error while adding and subtracting the value of the items, the value of the items is the basis for error correction;</p> <p>c) If there is a difference between numbers and letters, the written word shall be used as a legal basis for error correction. In case the bid price written in words contains errors in arithmetic (in the process of forming bid price, there are errors in arithmetic), the price written in numbers shall be used as the legal basis for correcting errors after being correct (if any) under Article 33.1(a) and 33.1(b) of ITB;</p> <p>d) If the total price column has been filled with value without respective unit price, the unit price shall be identified by dividing total</p>

price by quantity; if the unit price has been filled with blank total price, the total price shall be identified by multiplying quantity with unit price; if the unit price and the total price have been filled without quantity, the quantity shall be calculated by dividing the total price by the unit price. If the above quantity is different from the quantity required in the Bidding document, the difference shall be classified as deviations in scope of supply and adjusted as stipulated in Step of deviation adjustment;

d) Errors of calculating unit: will be corrected to be conformable according to the requirements in the Bidding document;

e) In case the bidder offers a discount, error correction shall be made on the basis of the bid price excluding the discount value;

g) After error correction, the PE must notify the bidder in writing of his Bid's error correction. Within 03 working days from the date of receipt of the notice of the PE, the bidder must send a written notice to the PE of the acceptance of the error correction according to the notice of the PE. In case the Bidder does not accept the error correction as notified by the PE, the Bid of such Bidder will be rejected, except when the error correction of the PE is not appropriate and accurate.

### 33.2. Deviation adjustment:

Provided that the Bid meets the requirements stated in the Bidding document, the PE will adjust non-essential deviations as follows:

#### a) Deviation in the scope of supply:

- In case bidder lists goods and work items as required in the Bidding document but does not state the bid unit price and the total amount for one or several goods and work items, it is considered to be deficient deviation and shall be adjusted as prescribed in Article 33.2(b) of ITB to compare bids and rank bidders;

- The part of work items stated in the Bidding document, which is not listed in the bidder's summary of the bid price, is considered as the deficient offer in the Bid and shall be adjusted for deviation according to the provisions of Article 33.2(b) of ITB for bids comparison and bidders rating. In case the bid is ranked first, the unit price for the deficiency will be negotiated with the bidder in accordance with the provisions of Article 33 of ITB. The part of work items listed in the bidder's bid summary table that is outside the scope of work stated in the Bidding document is considered excess and adjusted for deviation in accordance with the provisions of Article 33.2(b) of ITB.

#### b) Adjustment of excess and deficient deviations in the scope of supply:

In case the Bidder's bid offers deficient one or more work items mentioned in Article 33.2(a) of ITB and there is no unit price of these

	<p>items, taking the highest offering price of Bids that passed the technical evaluation shall be accepted as the basis of deviation adjustment on the same item; in case the Bids that have passed the technical evaluation are provided with no unit price, the unit price specified in the cost estimate shall serve as the basis of the deviation adjustment; in case there is no cost estimate, the unit price forming the bid price shall serve as the basis of the deviation adjustment for bids comparison and bidders rating.</p> <p>If case of excess deviation in the scope of supply, the excess offering value shall be subtracted to correspond to the unit price specified in the Bid document.</p> <p>c) If bidders present their letters of discount, deviation adjustment shall be performed on the basis of the bid price before discount. Percentage (%) of the deficient deviation is determined on the basis of the bid price specified in the Bid document (excluding discount value);</p> <p>d) Bids are adjusted for non-essential deviations in terms of shortage of quantity, items or non-compliance with technical requirements;</p> <p>đ) After deviation adjustment, the PE must notify the bidder in writing of his Bid's deviation adjustment. Within 03 working days from the date of receipt of the notice of the PE, the bidder must send a written notice to the PE of the acceptance of the deviation adjustment according to the notice of the PE. In case the Bidder does not accept the deviation adjustment as notified by the PE, the Bid of such Bidder will be rejected, except when the deviation adjustment of the PE is not appropriate and accurate.</p>
<p><b>34. Incentives in bidder selection</b></p>	<p>34.1. Principle of incentives: Bidders are entitled to incentives when supplying goods that have a percentage of the domestic production cost of the goods as prescribed in Section 34.2 - ITB.</p> <p>34.2. The calculation of incentives is done during the bid evaluation process to compare and rank bids:</p> <p>Determining goods produced in Vietnam can be applied directly or indirectly according to the following formulas:</p> <p>Directly formula: <math>D (\%) = G^*/G \times 100\%</math></p> <p>Indirectly formula: <math>D (\%) = (G-C)/G \times 100\%</math></p> <p>In which:</p> <p>G*: is domestic production cost;</p> <p>G: is the offered price of the goods in the bids or proposal documents minus the tax value; for the bidder that is a manufacturer, G is EXW price of the goods;</p> <p>C: Is the value of foreign import costs, excluding taxes and fees related</p>

	<p>to importation;</p> <p>D: Is the percentage of domestic production costs of goods. <math>D \geq 30\%</math>, then those goods are eligible for incentives as prescribed in Section 34.3. - ITB.</p> <p>34.3. The calculation of incentives is carried out according to regulations in <b>BDS</b>.</p> <p>34.4. Bidders must declare information about the type of goods eligible for preferential treatment according to Forms No. 12A, 12B and 12C of Chapter IV to serve as a basis for consideration and evaluation of incentives.</p> <p>34.5. The bidder must prove that the bidder, goods and services offered by the bidder are eligible for incentives.</p> <p>34.6. In case the goods offered by bidders are not eligible for incentives, evaluation and determination of incentive value will not be conducted.</p>
<p><b>35. Contract negotiation</b></p>	<p>35.1. The contract negotiation is based on:</p> <ul style="list-style-type: none"> <li>a) The bids evaluation report;</li> <li>b) Bid document and bidder's documents clarifying the bid (if any);</li> <li>c) Bidding document and documents clarifying, amending Bidding document (if any);</li> </ul> <p>35.2. Contract negotiation principles:</p> <ul style="list-style-type: none"> <li>a) The contents already proposed by bidder and meeting the requirements of BD shall not be negotiated;</li> <li>b) Do not change the unit price determined in the financial evaluation step;</li> </ul> <p>35.3. Contract negotiation contents:</p> <ul style="list-style-type: none"> <li>a) The contents which remain unspecific, unclear or inconsistent between Bidding document and the bids, different contents in the bids which might cause problems or disputes or affect the responsibilities of related parties during the contract performance;</li> <li>b) Deviations discovered and proposed by the bidder in the BD (if any), including proposals for changes or alternative technical plans of the bidder if the BD have provisions allowing the bidder to offer alternative technical options;</li> <li>c) Problems arising in the process of bidder selection (if any) in order to finalize the detailed contents of the procurement package;</li> <li>d) Other necessary contents.</li> </ul> <p>35.4. During contract negotiation, related parties shall finalize a draft contract, its specific terms and annexes, including list of the scope of supply, price list and schedule of supply.</p>

	<p>35.5. If negotiation fails, PE shall report to the Investor for consideration and decision to invite the next lower-ranked bidder to enter into negotiation. If negotiation with the next lower-ranked bidder also fails, PE shall report to the Investor to cancel the bidding as stipulated at point a Article 37 of ITB.</p> <p>35.6. In case of objective reasons or force majeure, the bidder cannot negotiate the contract directly with the PE, the PE may consider online negotiation.</p>
<p><b>36. Conditions for award of contract</b></p>	<p>A bidder will be considered to be bid winner if meeting in full the following conditions:</p> <p>36.1. Bid document is eligible as stipulated in Article 1 and 4 of Chapter III. Evaluation Criteria of bids;</p> <p>36.2. Bidder satisfies requirements on capability, experience as stipulated in Article 2 of Chapter III. Evaluation Criteria of bids;</p> <p>36.3. Technical proposal meets the requirements as stipulated in Article 3 of Chapter III. Evaluation Criteria of bids;</p> <p>36.4. Having deficient discrepancies not exceeding 10% of bid price;</p> <p>36.5. Satisfying the conditions as stipulated in <b>BDS</b>.</p> <p>36.6. Proposed bid-winning price is not exceeding the price of the approved bidding package.</p>
<p><b>37. Cancelling the bid</b></p>	<p>37.1. The PE will announce the cancellation of the bid in the following cases:</p> <p>a) All bid documents do not meet the basic requirements of the Bidding document;</p> <p>b) Changing the target, the scope in the approved investment decision change the workload and evaluation standards stated in the BD;</p> <p>c) The Bidding document does not comply with the bidding law or other related provisions resulting in the selected bidder not meeting the requirements to implement PP;</p> <p>d) The winning bidder commits prohibited acts as prescribed at Article 16 of Law on Bidding.</p> <p>đ) Other organizations or individuals besides the winning bidder commit prohibited acts as stipulated in Article 16 of the Bidding Law, leading to deviations in bidder selection results.</p> <p>37.2. Organizations and individuals that violate the Law on Bidding resulting the bidding cancellation as stipulated in point c, d and đ of Article 37.1 of ITB, have to compensate the expenses for the related parties and be handled as stipulated of the law.</p> <p>37.3. In case of the bidding cancellation as stipulated in this Article, within 05 working days, the PE must return or release the bid security</p>

	to the bidder who has submitted the original bid security, unless the bidders violate the provisions in Article 38.1(d) (đ) of ITB.
<b>38. Notice of selection of Bidder</b>	<p>39.1. After having the decision to approve the bidders selection result, the Investor shall post the result of the bidder selection on the System within 05 working days, from the date the Investor approves the bidders selection result.</p> <p>Content of the notice of the result of the bidder selection is as followed:</p> <p>a) Information of the bidding package:</p> <ul style="list-style-type: none"> <li>- Number of Notice inviting bids;</li> <li>- Name of bidding package;</li> <li>- Bidding package price or approved estimate (if any);</li> <li>- Name and address of Investor;</li> <li>- Form of bidder selection;</li> <li>- Type of contract;</li> <li>- Implementation time of contract.</li> </ul> <p>b) Information of the bidding winner:</p> <ul style="list-style-type: none"> <li>- Tax code;</li> <li>- Name of the bidding winner;</li> <li>- The bid price;</li> <li>- The bid price after discount (if any);</li> <li>- Technical scores (if any);</li> <li>- Evaluation price;</li> <li>- The winning bid price;</li> <li>- Implementation time of bidding package;</li> <li>- Implementation time of contract.</li> </ul> <p>c) For each type of goods and equipment in the bidding package, Investor shall post the following information:</p> <ul style="list-style-type: none"> <li>- Name of goods;</li> <li>- Capacity;</li> <li>- Features, technical specifications; signatures, codes, labels;</li> <li>- Origin;</li> <li>- Winning bid unit price.</li> </ul> <p>d) List of non-selected bidders and a summary of each bidder's reasons for not being selected or explain the relative advantages of the winning bidder.</p> <p>38.2. In case of cancelling the bid as prescribed at point a Article 38.1 of ITB, the notice of bidder selection results and on the System must clearly state the reason for the bid cancellation and the responsibilities</p>

	of the parties involved when canceling the bid.
<b>39. Changing the volumes of goods and services;</b>	<p>39.1. At the time of awarding the contract, Investor has rights to increase or decrease the volumes of goods and services in Chapter V provided that change does not exceed the rate stipulated in the <b>BDS</b> and there is not any change in unit price or the conditions, other terms of the Bid document and Bidding document. The rate of increase, decrease in volume does not exceed 10%.</p> <p>39.2. Purchase additional option: Before the end of the contract, Investor has the right to purchase additional volume of services for the package outside the volume specified in Chapter IV, provided that it does not exceed the ratio specified in <b>BDS</b> and complies with the provisions of Clause 8, Article 39 of Law on Bidding.</p>
<b>40. Announcement about acceptance and award of contract</b>	After Investor post the notice of the results of bidder selection, the PE send the notice of acceptance and award of the contract, including the requirement for the performance guarantee, the time finishing and signing contract as stipulated in Form 17 Part 4 for the bidding winner. The notice of acceptance of the bid document and award of the contract is part of contract documents. In case the bidding winner does not complete, sign the contract or submit the performance guarantee within the period specified in the notice of of acceptance of the bid document and award of the contract, the bidders will be rejected and shall not be returned the bid guarantee as stipulated in Article 18.5(b) of ITB. The time limit stated in the notice of acceptance of the bid shall be counted from the date on which the PE sends this notice of acceptance to the winning bidder on System.
<b>41. Conditions to sign the contract</b>	<p>41.1. At the time of signing the contract, the bid document of bidder selected is valid.</p> <p>41.2. At the time of signing the contract, the bidder selected ensures to meet the requirements of the technical and financial capacity to implement the bidding package as requirement of the BD. If in fact the bidder does not meet the basic requirements of capacity and experience as stipulated in the Bidding document, the Investor will refuse to sign the contract with that bidder. Meanwhile, the Investor will cancel the decision approving the result of bidder selection, the announcement about acceptance of the bid document and award of the contract and invite the next ranked bidder to negotiate the contract (if any).</p> <p>41.3. The Investor must ensure conditions regarding advance capital, payment capital and other necessary conditions to implement the bidding package on schedule.</p>
<b>42. The</b>	42.1. Before signing the contract or the contract has effect, the

<p><b>performance guarantee</b></p>	<p>bidding winner must provide a performance guarantee as stipulated in Article 5 of SCC Chapter VI. In case the bidder uses the letter of performance guarantee must use Form of Chapter VIII or other form approved by the Investor.</p> <p>42.2. The bidder shall not be refunded the performance guarantee in the following cases:</p> <p>a) Refusing to perform the contract when the contract takes effect;</p> <p>b) Violating the agreement in the contract;</p> <p>c) Delaying the contract because of the bidder’s fault but refusing to extend the validity period of the performance guarantee.</p>
<p><b>43. Solving the protests regarding bidding</b></p>	<p>43.1. When consider that lawful rights and benefits are severely affected, bidders, agencies and organizations may request competent persons and investors to review issues during the bidder selection process, bidder selection results according to the provisions of Articles 89, 90 and 91 of Law on Bidding.</p> <p>43.2. The bidders shall send the petition to the Investor and the Competent Person at the address specified in <b>BDS</b>.</p>
<p><b>44. Monitor and supervise the process of bidder selection</b></p>	<p>When detecting behavior and content which is inappropriate with the provisions of the bidding law, the bidder is responsible for informing to the organizations and individuals who are responsible for the duty of monitoring and supervising stipulated in <b>BDS</b>.</p>



## Chapter II. BIDDING DATA SHEET

<b>ITB 1.1</b>	Name of PE: National Banknote Printing Plant
<b>ITB 1.2</b>	Package No.: VTC24-02 Name of procurement package: Supply of security printing substrate code B06 for the year 2024
<b>ITB 3</b>	Source of capital (or method of arranging capital): The production and business capital of the National Banknote Printing Plant.
<b>ITB 5.4</b>	<p>Ensure competitiveness in bid as per the following regulations:</p> <ul style="list-style-type: none"> <li>- Bidders do not hold shares or contribute capital of more than 30% with Investment Owner/ PE: National Banknote Printing Plant (NBPP) - Address: 30 Pham Van Dong, Dich Vong Hau, Cau Giay, Hanoi.</li> <li>- Bidders do not hold shares or contribute capital with consulting bidders; do not hold shares or contribute capital with of other organization and other individual with more than 20% of each other. Information of consulting bidders is as follows: preparing, reviewing, appraising estimates, technical designs, construction drawing designs, Front-End-Engineering Design (FEED) designs; Price appraisal consulting; Consulting on monitoring contract implementation and inspection; Consulting on appraisal of bidding documents; Consulting on evaluating bid documents; Consulting on appraisal of bidder selection results; Consulting on project management, contract management, and other consulting services that have work directly related to the bidding package; Consulting on preparing Bidding Documents (Bidding Support Center - 11 Floors, Department of Planning and Investment Building - address at B25 lot, 7B alley, Ton That Thuyet Street, Cau Giay New Urban Area, Hanoi);</li> </ul> <p>The bidder participating in the bidding does not belong to the same organization or institution directly managed by the Investor or the PE, except in cases where the bidder is a public non-business unit under the state management agency with functions and tasks assigned corresponding to the nature of the bidding package of that state management agency.</p> <p>In case of joint venture, the capital ownership ratio of other organizations or individuals in the joint venture is determined by the following formula:</p> $\text{Tỷ lệ sở hữu vốn} = \sum_{i=1}^n X_i \times Y_i$ <p>In which:  <math>X_i</math>: Capital ownership ratio of other organizations and individuals in the <math>i</math> member;</p>

	<p><math>Y_i</math>: Percentage (%) of the workload of the <math>i</math> member in the joint venture agreement;</p> <p><math>n</math>: Number of members participating in the joint venture.</p>
<b>ITB 7.4</b>	Pre-Bid Conference: N/A
<b>ITB 9</b>	<p>The specified language:</p> <ul style="list-style-type: none"> <li>- For foreign bidders: Bid document and documents related to the Bid document are written in Vietnamese and English.</li> <li>- For domestic bidders: Bid document and documents related to the Bid document are written in Vietnamese.</li> <li>- In case the Bidder submits the Bid document in both languages, if there is any difference between Vietnamese and English version, it shall be based on the Vietnamese version.</li> <li>- Documents (catalogues, drawings): in English and/or Vietnamese. In case the translation is missing, if necessary, PE will request the Bidders to supply.</li> </ul>
<b>ITB 10.3</b>	<p>The Bidder must submit with the Bid document the following documents:</p> <ul style="list-style-type: none"> <li>- Bidders submit bid samples as prescribed in Section 2, Chapter V, Bidding Documents.</li> <li>- Bidders submit the prove documentary as requirement at Chapter III - Evaluation criteria</li> </ul>
<b>ITB 12.1</b>	Bidders are <b>not allowed</b> to submit alternative technical proposals.
<b>ITB 13.4</b>	Parts of the bidding package: Not divided into independent parts.
<b>ITB 13.5</b>	Version of Incoterms: Incoterms 2020.
<b>ITB 13.6 (a) (iii)</b>	Project's Location: National Banknote Printing Plant, No. 30 Pham Van Dong, Dich Vong Hau, Cau Giay, Hanoi.
<b>ITB 13.6 (b) (i)</b>	Destination of CIP price: CIP Hai Phong/Noi Bai port, Vietnam, Incoterms 2020
<b>ITB 14.1</b>	<p>Bidding currency:</p> <ul style="list-style-type: none"> <li>- Foreign bidders can offer the bid in the following currencies: <ul style="list-style-type: none"> <li>+ Vietnam Dong (VND);</li> <li>+ Australia Dollar (AUD);</li> <li>+ British Pound (GBP).</li> </ul> </li> <li>- Bid currency must ensure the principle: One currency for a specific scope of work.</li> <li>- Payment currency for work items must correspond to the bid currency for that work item. Domestic expenses can only be paid in VND.</li> <li>- The currency used to convert all bid prices from different currencies</li> </ul>

	into a single currency (conversion currency) for the purpose of evaluating and comparing Bids is the Vietnamese Dong (VND) at the selling exchange rate announced by Vietcombank at the last time of 07 days before the bid closing date.
<b>ITB 15.5</b>	Origin of goods must be from countries and regions: N/A
<b>ITB 16.2</b>	Documents proving bidder's eligibility of winning the Bid include: - In case the bidder does not manufacture or process the goods offered in its bid, the bidder must submit the Sales license or Sales Authorization from the manufacturer, distribution agent or Certification of partnership or any other equivalent document to prove that the bidder is duly authorized by the manufacturer or distributor to supply such goods in Vietnam. Bidders may or may not attach this document in their Bid, even if the Bidding document requires the Bidder to have this document. The bidder's failure to attach the above-mentioned documents is not a reason for disqualification of the bidder. Bidders are still considered and evaluated for bid winning. In case the bidder wins the contract, the contractor must present the above-mentioned documents before signing the contract and take responsibility for the accuracy of the documents and information provided. If the bidder fails to present the Sales license to sign the contract, the next ranked bidder shall be invited to compare document, negotiate the contract (if any).
<b>ITB 17.1</b>	The validity of bid document: $\geq$ <b>180 days</b> since the date of closing the bid.
<b>ITB 18.2</b>	Contents of bid security: - Value and currency of bid security: <b>VND 4,013,891,800</b> or <b>AUD 243,641.6</b> or <b>GBP 127,925.0</b> ; - The validity period of the bid security is determined by the validity period of the Bid document plus 30 days.
<b>ITB 18.4</b>	Time for refund or release bid security for bid loser is within 14 days since the date of notification of bidder selection result of the bidding package.
<b>ITB 19.1</b>	1. Address of PE (for submission of Bid document): National Banknote Printing Plant Address: 30 Pham Van Dong - Dich Vong Hau - Cau Giay - Hanoi - Vietnam 2. Bid closing time: 1:30PM (Hanoi time), 24 April 2024
<b>ITB 20.1</b>	Quantity of copies of Technical Proposal and Financial Proposal: - Technical Proposal: 02 copies in Vietnamese (for domestic and foreign bidders); 02 copies in English (for foreign bidders); - Financial Proposal: 02 copies in Vietnamese (for domestic and foreign

	<p>bidders); 02 copies in English (for foreign bidders).</p> <p>In case of modification, replacement of Technical Proposal and Financial Proposal, Bidders must submit copies of the modification, replacement, alternative technical proposal equivalent to the copies of Technical Proposal and Financial Proposal.</p>
<b>ITB 23.2</b>	<p>The Technical Proposal will be opened publicly at: 2:00 PM (Hanoi time), 24 April 2024 at:</p> <p>National Banknote Printing Plant</p> <p>Address: 30 Pham Van Dong - Dich Vong Hau - Cau Giay - Hanoi - Vietnam</p>
<b>ITB 24.1</b>	<p>Evaluation method of the Technical Proposal:</p> <p>a) Evaluation of capability and experience: using criteria “satisfied”/ “unsatisfied”;</p> <p>b) Technical evaluation: using criteria “satisfied”/ “unsatisfied”.</p>
<b>ITB 26.1</b>	<p>The method of evaluating the Financial Proposal is: Lowest price method</p> <p>Bidder ranking: The bidder whose bid price after error correction, deviation correction, minus the discount value (if any) is converted to the same level for comparison has the lowest price ranked first.</p>
<b>ITB 28.3</b>	<p>Bidder may send clarification and supplementation documents to the PE within <b>05 working days</b> from the date of bid closing.</p>
<b>ITB 34.3</b>	<p>Preferential</p> <p>1. Preferential principles:</p> <p>a) Bidders participating in bidding who are entitled to more than one type of incentive in the evaluation of capacity and experience or in the financial evaluation shall only receive the most beneficial incentive for the respective bidder corresponding to each evaluation criterion of capacity and experience or financial evaluation when calculating incentives.</p> <p>b). In case all bidders participating in the bidding are entitled to the same incentives or all bidders are not eligible for incentives, there is no need to calculate incentives for comparison and ranking.</p> <p>2. Preferential treatment for goods originating in Vietnam</p> <p>a) Preferential treatment for goods of Vietnamese origin with a domestic production cost ratio of less than 50% and no goods with a domestic production cost ratio of 50% or more are determined as follows:</p> <p>In case of applying the lowest price method, goods that are not eligible for incentives must add an amount equal to 7.5% of the bid price after error correction, deviation adjustment, minus the discount value (if any)</p>

of those goods into the bid price after error correction, deviation adjustment, minus the bidder's discount value (if any) for comparison and ranking;

The contractor offers goods of Vietnamese origin with a domestic production cost ratio of less than 50% and the production facility has at least 50% of employees who are disabled, war invalids, or ethnic minorities having labor contracts with a duration of 3 months or more until the bid closing time, the contract is still valid, they will enjoy a 10% incentive coefficient instead of the 7.5% incentive coefficient.

b) Preferential incentives for goods originating in Vietnam with a domestic production cost ratio of 50% or more are determined as follows:

In case of applying the lowest price method, goods that are not eligible for incentives must add an amount equal to 10% of the bid price after correcting errors, adjusting deviations, minus the discount value (if any) of that good into the bid price after error correction, deviation adjustment, minus the bidder's discount value (if any) for comparison and ranking; Goods subject to incentives that have a domestic production cost ratio of less than 50% must add an amount equal to 2.5% of the bid price after error correction, deviation adjustment, and minus the discount value (if any) of that goods into the bid price after error correction, deviation adjustment, minus the bidder's discount value (if any) for comparison and ranking; Goods originating in Vietnam have a domestic production cost ratio of less than 50% and the production facility has at least 50% of its employees being disabled, war invalids, ethnic minorities have a labor contract with a contract implementation period of 3 months or more and at the time of bid closing the contract is still valid, there is no need to add money to the bidder's bid price for comparison and ranking;

Bidders offering goods of Vietnamese origin with a domestic production cost ratio of 50% or more and the production facility has 50% or more of its employees being people with disabilities, war invalids, or ethnic minorities have a labor contract with a contract implementation period of 3 months or more and at the time of bid closing the contract is still valid, they will enjoy a 12% incentive coefficient instead of the 10% incentive coefficient.

c) Innovative products that are goods of Vietnamese origin are entitled to the following incentives:

In case of applying the lowest price method, goods that are not eligible for incentives must add an amount equal to 15% of the bid price after correcting errors, adjusting deviations, minus the discount value (if any) of that good into the bid price after error correction, deviation adjustment, minus the bidder's discount value (if any) for comparison and ranking; Goods subject to incentives that have a domestic production cost ratio of

less than 50% must add an amount equal to 7.5% of the bid price after error correction, deviation adjustment, and minus the discount value (if any) of that goods into the bid price after error correction, deviation adjustment, minus the bidder's discount value (if any) for comparison and ranking; Goods subject to incentives that have a domestic production cost ratio of 50% or more must add an amount equal to 5% of the bid price after error correction, deviation correction, and minus the discount value (if any) of that goods into the bid price after error correction, deviation adjustment, minus the bidder's discount value (if any) for comparison and ranking;

For goods that are not innovative products of Vietnamese origin, in case the bidder offers goods of Vietnamese origin with a domestic production cost ratio of less than 50%, when calculating incentives, the 15% coefficient is replaced by 7.5%; For goods of Vietnamese origin with a domestic production cost ratio of 50% or more, when calculating incentives, the 15% coefficient is replaced by 10%.

d) Innovative products originating in Vietnam are entitled to incentives according to the provisions of Point c of this Article when they meet one of the following conditions:

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

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

(iii) Products created on the basis of the bidder's own inventions, semiconductor integrated circuit layout designs, and plant varieties are granted protection certificates for a period of not more than 05 years from the date of grant or the bidder's own computer program within no more than 05 years from the date of issuance of the copyright registration certificate;

(iv) Products that won Ho Chi Minh awards, state awards for science and technology according to the provisions of law on science and technology awards;

(v) New products created from research and development results at one of the facilities of the National Innovation Center;

(vi) New products created from the results of scientific research and technological development according to the provisions of law on technology transfer.

Innovative products specified in point d of this article are entitled to incentives for a period of 06 years from the first time they are produced

and qualified to be marketed.

### 3. Incentives for domestic creative start-up business

a) Domestic innovative start-up business, when bidding offer for their innovative products according to the provisions of Point d, Article 2 (Preferential incentives for goods of Vietnamese origin) in ITB 34.3, do not have to meet the requirements on revenue and number of years operating in the same industry within 06 years from the time the product is first produced and qualified to be marketed.

b) Innovative products specified in point d, Article 2 (Preferential for goods of Vietnamese origin) in ITB 34.3 are goods of domestic creative start-up enterprises that are entitled to enjoy incentives when participating in the bidding according to the provisions of point c, article 2 (Preferential for goods of Vietnamese origin) in ITB 34.3.

### 4. Incentives for domestic bidders producing goods of Vietnamese origin

4.1. For domestic contractors who are transferred technology to produce goods of Vietnamese origin in accordance with the bidding documents:

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

b) For transferred technologies on the list of industries with investment incentives and the list of technologies encouraged for transfer according to the provisions of law, in addition to the incentives prescribed in point a of this clause, does not have to meet the requirements to confirm successful operation and the time the product has been used to ensure quality requirements are confirmed by the user. In case the technology transfer party has a commitment with the investor to take responsibility for the quality of products produced by the bidder at the investor's request, the bidder receiving the technology transfer is allowed to use documents and test results of the technology transfer party for the transferred technology object to prove the verifiability and suitability of the manufactured goods for the content transferred under the technology transfer contract or according to a technology transfer certificate issued by a competent authority;

c) Requirements on capacity, experience, goods quality, technical requirements and other requirements of the bidding package other than the cases specified in points a and b of this Article are specified on the same evaluation level for all participating bidders. In case of necessity, the investor can make additional requests to bidders receiving incentives, including: increasing the warranty period, enhancing quality control during production and factory testing, provide operation, maintenance and other services to ensure the reliability of goods during operation.

	<p>4.2. For domestic bidders producing goods of Vietnamese origin in accordance with the bidding documents:</p> <p>a) Do not have to meet the requirements on revenue and number of years of operation in the same industry as the bidding package under consideration when the bidder offers bid on goods that are produced by the bidder for the first time and qualified to be marketed within 5 years before the bid closing time. Bidders are entitled to this incentive from the time the bidder is established but not more than 07 years from the time of bid closing;</p> <p>b) Receive incentives as prescribed in point b, Clause 4.1, Article 4 (Incentives for domestic bidders producing goods of Vietnamese origin) in ITB 34.3 for technology transfer from other units (if any).</p> <p>4.3. When offering bid for innovative products, individuals or groups of individuals producing innovative products specified in point d, Article 2 (Preferential incentives for goods of Vietnamese origin) in ITB 34.3, they do not have to meet the requirements of financial capacity and number of years of operation in the same industry within 06 years from the time the product was first produced and qualified to be marketed</p> <p>4.4. Based on the determination of domestic bidders receiving technology transfer, domestic bidders are transferred technology encouraged to transfer to produce goods of Vietnamese origin with a Certificate of Technology Transfer Registration, Certificate of Technology transfer encourages transfer according to the provisions of law on technology and law on investment.</p>
<b>ITB 31.4</b>	Way of incentive calculation: goods that are not eligible for incentives must add an amount equal to 7.5% of the bid price after errors correction, deviations adjustment minus the discount value (if any) of the goods. That is included in the bidder's evaluation price for comparison and ranking.
<b>ITB 32.1</b>	The Technical Proposal will be opened publicly at: 2:00 PM (Hanoi time), 3 April 2024 at: National Banknote Printing Plant Address: 30 Pham Van Dong - Dich Vong Hau - Cau Giay - Hanoi - Vietnam
<b>ITB 36.5</b>	The bidder whose bid price after minus the discount value (if any) is converted to the same level for comparison has the lowest price ranked first.
<b>ITB 39.1</b>	- The maximum volume increase rate: 10%; - The maximum volume reduction rate: 10%.
<b>ITB 39.2</b>	Optional volume for additional purchases: N/A.



<b>ITB 43.2</b>	<p>Address of receiving letters of protest of the Investment Owner/ Consulting Council/ Competent Person:</p> <p><b>National Banknote Printing Plant</b></p> <p>No. 30 Pham Van Dong Street – Dich Vong Hau Ward Cau Giay District – Hanoi - Vietnam Tel: +84 24 3754 8244 Fax: +84 24 3754 8430</p>
<b>ITB 44</b>	<p>Address of the organization, individual who does the supervision and monitoring:</p> <p><b>Internal Control Department</b></p> <p><b>National Banknote Printing Plant</b></p> <p>No. 30 Pham Van Dong Street – Dich Vong Hau Ward Cau Giay District – Hanoi - Vietnam Tel: +84 24 3754 8244 Fax: +84 24 3754 8430</p>

## **Chapter III. EVALUATION CRITERIA OF THE BID DOCUMENT**

### **Article 1. Examination and evaluation of the eligibility of the Technical proposals (TP)**

#### **1.1. Examination of the eligibility of the Technical proposals**

- a) Examine the number of originals and copies of TP;
- b) Examine all parts of the original TP, including: bid submission form in the TP, joint-venture agreement (if any), Power of attorney of signing on the bid submission form (if any); bid security; documents proving bidder's eligibility, capability and experience; technical proposals and others parts in the technical proposals according to regulations in Article 10 of ITB;
- c) Examine the consistency of contents between original and copies for the detailed evaluation of technical proposals.

The examination of the TP is not a reason for the rejection of the TP.

#### **1.2. Evaluation of the eligibility of technical proposals:**

Technical proposals of bidders shall be considered eligible when satisfying the following requirements:

- a) The original TP is available;
- b) Bid submission form contained in the technical proposals must be signed and sealed (if any) by bidder's legal representatives; the time for signing the bid form must be consistent with the time of starting the bidder selection. As for joint-venture bidders, bid submission form must be signed and sealed (if any) by legal representatives of the joint-venture or the heads of the joint-venture according to the duties assigned in the joint-venture agreement.
- c) The validity of the TP must meet the requirements in Article 17.1 of ITB;
- d) The bid security does not violate one of the cases specified in Article 18.3 of the ITB. The guarantee letter must be issued by domestic credit institutions or foreign bank branches established according to Vietnamese law, which must determine the value, validity period and name of PE (beneficiary) according to the requirements of the Bidding document. The Guarantee letter must not be signed before the PE issues the Bidding document; not be signed before the time of signing the joint venture agreement in the case of a joint venture; must not be accompanied by conditions that are unfavorable to the Investor, the PE (including failure to fully meet the commitments as prescribed in Form No. 04(a), Form No. 04(b) Chapter IV - Bidding forms);
- đ) They are not involved in two or more technical proposals in which they serve as the main bidder (independent bidder or member of the joint-name) in the same PP. In case the bidding package is divided into many independent parts, the bidder is not named in two or more Technical Proposals as the main bidder for the part in which the bidder participates in the bidding;

e) Joint venture agreement is signed and sealed by each member's legal representatives (if any), Joint venture agreement must define details of scope of works and estimated value for each member according to Form 03 Chapter IV – Bidding Forms. The division of work in the joint venture must be based on the items stated in the bid price list of the goods specified in Forms 11 of Chapter IV - Bidding Forms and may not assign jobs that do not fall under these categories.

g) The bidder is not in the period of being banned from participating in bidding activities;

h) Bidders must ensure their eligibility according to regulations specified in Article 5 of ITB.

The bidder has no personnel (signed a labor contract with the bidder at the time the personnel committed the violation) being convicted by the Court of violating bidding regulations causing serious consequences according to the provisions of criminal law for the purpose of allowing that bidder to win the bid within 3 years before bid closing time.

Bidders with eligible technical proposals shall be considered and evaluated to confirm their capability and experience.

## **Article 2. Criteria of capability and experience**

Criteria for evaluating the capability and experience shall comply with the provisions of Table No.01 (for bidders who are not manufacturers of goods within the scope of the bidding package) or Table No.02 (for bidders who are manufacturers of goods within the scope of the bidding package). The bidder is assessed qualified in capability and experience when meeting all evaluation criteria.

In case the bidder participating in the bidding is a parent company (for example, a Corporation) that has mobilized subsidiaries or member companies to perform part of the work of the bidding package, the bidder must specify the part of the work for subsidiaries, member companies according to Form 9 Chapter IV - Bidding Forms. The evaluation of experience in performing similar contracts is based on the value and volume of work undertaken by the parent company, subsidiary or member company in the bidding package.

In case the currency is stated in similar contracts or confirmation of payment by the Investor for performed in sales contracts of supply of goods or tax declarations or financial reports or relevant documents proving the bidder's capacity and experience other than the currency specified in the Table of criteria on capacity and experience in the Bidding Documents corresponding to each criterion, when preparing the Bid, the bidder must convert it to the corresponding currency stated in the BD as a basis for evaluating the Bid. The conversion is done as follows:

Time to determine the conversion rate: for annual revenue or information about the bidder's financial situation during the year, apply the conversion rate published on the last day of that year;

For the value of a similar contract, the exchange rate at the date of signing that similar contract applies.

- Basis for determining the selling exchange rate of Vietcombank.
- Intermediate currency: USD

**Table No.01**

**TABLE OF CRITERIA ON CAPABILITY AND EXPERIENCE**

*(For bidders who are not manufacturers <sup>(1)</sup> of goods  
within the scope of the bidding package)*

Capacity and experience criteria			Requirements			Submitted documents
No.	Description	Requirements	Independent bidder	JV Bidder		
				Total members of the JV	Each member of the JV	
1	<b>History of uncompleted contracts</b>	From 01 January 2020 <sup>(2)</sup> until the bid closing, Bidders do not have uncompleted contracts <sup>(3)</sup> .	Must be satisfied	N/A	Must be satisfied	Form 07
2	<b>Tax obligation</b>	Has fulfilled tax obligations <sup>(4)</sup> of the latest fiscal year (2022) compared to bid closing time.	Must be satisfied	N/A	Must be satisfied	Commitment in Bid submission form
<b>3 Financial capability</b>						
3.1	<b>Result of financial activities <sup>(5)</sup></b>	The bidder's net asset value in the latest financial year (2022) compared to bid closing time must be positive.  (Net value = Total assets - total liabilities)	Must be satisfied	N/A	Must be satisfied	Form 08
3.2	<b>Annual average revenue from production and</b>	Annual average revenue (excluded VAT) in the 03 recent <sup>(6)</sup> fiscal years (2020, 2021, 2022) at least	Must be satisfied	Must be satisfied	N/A	Form 08

	<b>business activities (excluded VAT)</b>	185,828,328,000 VND ( equivalent to 11,279,700 AUD or 5,922,443 GBP. <sup>(7)</sup>				
<b>4</b>	<b>Experience on similar contracts</b>	<p>Bidder has completed at least 01 similar contract as the main bidder (independent or a joint venture member) or a subcontractor<sup>(8)</sup> since January 1<sup>st</sup>, 2020 to bid closing time.</p> <p>In which similar contracts are:</p> <ul style="list-style-type: none"> <li>- Having similar properties: sales contract for supply of security printing polymer substrate or banknote printed with polymer substrate manufactured or other goods belonging to HS code group with the first 4 digits 3920 according to the List of goods for export and import of Vietnam issued under Circular 31/2022/TT-BTC dated June 8, 2022 by the Ministry of Finance. (For the contract to supply banknotes printed with polymer substrate, only the value of polymer substrate for printing is counted. This value is clearly declared by the bidder, ensuring accuracy and truthfulness)<sup>(9)</sup>;</li> </ul>	Must be satisfied	Must be satisfied	Must be satisfied (equivalent to the implemented job)	Form 05(a)

		- Completed with minimum size (value): 93,657,477,000 VND (equivalent to 5,684,970 AUD or 2,984,910 GBP).				
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Note:

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

(2) State the required time, normally from 3 to 5 years before the year of bid closing. For example: from January 1, 2018 to the time of bid closing.

(3) Uncompleted contracts due to the fault of the bidder including:

- Contracts that its investment owner declared uncompleted and Bidder is of no objection;

- Contracts that its investment owner declared uncompleted and not agreed by the Bidder but finalized by arbitrator or court not in favor of the Bidder.

Uncompleted contracts do not include contracts that declaration by the Investor was rejected by the litigation resolve mechanism. Uncompleted contracts must rely on all information of conflicts or litigations resolved by litigation resolve mechanism defined in the respective contract and until when the Bidder has no more opportunities to claim. For contracts that are delayed due to the fault of the bidder but still completed, it is not considered as incomplete contract.

(4) Bidders provide documents proving that they have fulfilled their tax obligations of the latest fiscal year compared to the time of bid closing.

(5) State the required time, normally from 3 to 5 years before the year of bid closing. For example: from January 1, 2018 to the time of bid closing. In case the contractor has fewer years of establishment 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 contractor was established. In this case, if the contractor's average annual revenue (excluding VAT) meets the value requirements of the Bidding Documents, the contractor will still be evaluated without being eliminated.

In case the Bidding Documents are issued after the end of the bidder's fiscal year (year Y) and before or on the last day of the 3<sup>rd</sup> month from the end of year Y, requirements for submitting financial reports apply to previous years of year Y (*For example: the date of issuance of Bidding Documents is March 20, 2024, the bidder's fiscal year is January 1 - December 31 and E-Bidding documents*

*requires the bidder to submit financial reports of the last 3 years, the bidder must submit financial reports of the years 2020, 2021, 2022).*

(6) Normal calculation of average annual revenue requirement (excluding VAT):

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

Minimum requirement for average annual revenue (excluding VAT) = [(Bidding package price – VAT value) / bidding package implementation time in years] x k. Normally, the k coefficient requirement in this formula is from 1.5 to 2.

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

Minimum requirement for average annual revenue (excluding VAT) = (Bidding package price – VAT value) x k. Normally the "k" coefficient required in this formula is 1.5.

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

(8) State the required time, normally from 3 to 5 years before the year of bid closing. For example: from January 1, 2018 to the time of bid closing.

(9) Similar in nature: are goods with the same Chapter code, Group code (corresponding to the first 4 numbers of the code set) in the HS - Harmonized Commodity Description and Coding System according to the Goods Classification System issued by the World Customs Organization (WCO) (referred to as HS code). HS code is based on Circular No. 31/2022/TT-BTC dated June 8, 2022 of the Ministry of Finance (posted by the General Department of Customs on the website: <https://www.customs.gov.vn>).

(For example: if the goods included in the bidding package are laptops with HS code 84.71.30.20, then similar goods in type are goods with HS code 84.71.xx.xx). In case the goods in the bidding package have not been announced HS codes, the bidder must declare contracts to provide goods of the same type and nature as the goods in the bidding package.

(11) The scale of similar contracts:

- In case the bidder is both a manufacturer and a supplier (some goods or part of the volume of goods offered by the bidder in the Bid is produced by the bidder, while some other goods or part of the volume of goods are purchased from other manufacturers or suppliers to supply for the bidding package), besides declaring the experience in implementing similar contracts, the bidder also needs to declare production capacity as stipulated in Section 4 - Table 02 of this Chapter. The evaluation of the bidder's experience will be done on the basis of contracts to supply similar goods (corresponding to the part of goods that the bidder purchases from other manufacturers or suppliers) and the bidder's production capacity (corresponding to the part of goods that the bidder produces itself to supply for the bidding package).



**Table No.02**

**TABLE OF CRITERIA ON CAPABILITY AND EXPERIENCE**

*(For bidders who are manufacturers<sup>(1)</sup> of goods  
within the scope of the bidding package)*

Capacity and experience criteria			Requirements			Submitted documents
No.	Description	Requirements	Independent bidder	JV Bidder		
				Total members of the JV	Each member of the JV	
1	<b>History of uncompleted contracts due to the fault of the bidder</b>	From 01 January 2020 until the bid closing, Bidders do not have uncompleted contracts <sup>(2)</sup> .	Must be satisfied	N/A	Must be satisfied	Form 07
2	<b>Tax obligation</b>	Has fulfilled tax obligations <sup>(3)</sup> of the latest fiscal year (2022) compared to bid closing time.	Must be satisfied	N/A	Must be satisfied	Commitment in Bid submission form
3	<b>Financial capability</b>					
3.1	<b>Result of financial activities</b>	The bidder's net asset value in the latest financial year (2022) compared to bid closing time must be positive.  (Net value = Total assets - total	Must be satisfied	N/A	Must be satisfied	Form 08

		liabilities)				
<b>3.2</b>	<b>Annual average revenue from production and business activities (excluded VAT)</b>	Annual average revenue (excluded VAT) in the 03 recent fiscal years (2020, 2021, 2022) must be at least 185,828,328,000 VND (equivalent to 11,279,700 AUD or 5,922,443 GBP	Must be satisfied	Must be satisfied	N/A	Form 08
<b>4</b>	<b>Production capacity</b>	<p>The bidder provides documents proving the manufacturing capacity of goods under the bidding package meeting the requirements according to one of the following two methods:</p> <ul style="list-style-type: none"> <li>- The designed capacity of the factory, production line reaches a minimum of: 4,605 reams/month</li> </ul> <p>Or:</p> <p>The highest production output of 01 month within the last 05 years up to the time of bid closing reaches a minimum of: 4,605 reams/month.</p> <p>In which, the design capacity of the factory, production line, or the highest production output of 01 month in the last 05 years up to the time of bid closing is</p>	Must be satisfied	Must be satisfied	Must be satisfied (equivalent to the implemented job)	Form 05(a)

		<p>calculated as follows: k x  (quantity required by the bidding  package x 30/delivery time (in  days)): 1.5 x (12,894 reams x 30  days/126 days) = 4,605  reams/month</p>				
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Note:

(1) A manufacturer is understood to be an enterprise/facility that produces goods on its own or participates in the process of producing goods, or a subsidiary company, the parent company responsible for distributing and consuming products produced by the parent company and other subsidiaries within the Group, the Corporation.

(2) State the required time, normally from 3 to 5 years before the year of bid closing. For example: from January 1, 2018 to the time of bid closing.

(3) Uncompleted contracts due to fault of the bidder including:

- Contracts that its Investor declared uncompleted and Bidder is of no objection;

- Contracts that its Investor declared uncompleted and not agreed by the Bidder but finalized by arbitrator or court not in favor of the Bidder.

Uncompleted contracts do not include contracts that declaration by the Investor was rejected by the litigation resolve mechanism. Uncompleted contracts must rely on all information of conflicts or litigations resolved by litigation resolve mechanism defined in the respective contract and until when the Bidder has no more opportunities to claim. For contracts that are delayed due to the fault of the bidder but still completed, it is not considered as incomplete contract.

(4) Bidders provide documents proving that they have fulfilled their tax obligations of the latest fiscal year compared to the time of bid closing.

(5) State the required time, normally from 3 to 5 years before the year of bid closing. For example: from January 1, 2018 to the time of bid closing. In case the contractor has fewer years of establishment 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 contractor was established. In this case, if the contractor's average annual revenue (excluding VAT) meets the value requirements of the Bidding Documents, the contractor will still be evaluated without being eliminated.

In case the Bidding Documents are issued after the end of the bidder's fiscal year (year Y) and before or on the last day of the 3rd month from the end of year Y, requirements for submitting financial reports apply to previous years of year Y (*For example: the date of issuance of Bidding Documents is March 20, 2024, the bidder's fiscal year is January 1 - December 31 and E-Bidding documents requires the bidder to submit financial reports of the last 3 years, the bidder must submit financial reports of the years 2020, 2021, 2022*).

(6) Normal calculation of average annual revenue requirement (excluding VAT):

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

Minimum requirement for average annual revenue (excluding VAT) = [(Bidding package price – VAT value) / bidding package implementation time in years] x k. Normally, the k coefficient requirement in this formula is from 1.5 to 2.

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

Minimum requirement for average annual revenue (excluding VAT) = (Bidding package price – VAT value) x k. Normally the "k" coefficient required in this formula is 1.5.

(7) The design capacity of the factory, production line, or the highest production output of 01 month in the last 05 years up to the time of bid closing is calculated as follows:  $k \times (\text{quantity required by the bidding package} \times 30 / \text{time of implementing the bidding package (in days)})$ . Normally  $k = 1.5$ ; In case of concentrated procurement or procurement of goods with large quantity and bidding volume,  $k = 1$  can be specified.

In the case where the goods are products produced domestically by Vietnamese bidders (may or may not have been sold on the market), the bidder 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 part of the volume of goods offered by the bidder in the Bid is produced by the bidder, while some other goods or part of the volume of goods are purchased from other manufacturers or suppliers to supply for the bidding package), besides declaring the experience in implementing similar contracts, the bidder also needs to declare production capacity as stipulated in Section 4 - Table 02 of this Chapter. The evaluation of the bidder's experience will be done on the basis of contracts to supply similar goods (corresponding to the part of goods that the bidder purchases from other manufacturers or suppliers) and the bidder's production capacity (corresponding to the part of goods that the bidder produces itself to supply for the bidding package).

The bidder may use documents such as sales invoices, inventory quantities... to demonstrate the production output achieved in 01 month.

## 2.2. Criteria for evaluating key personnel: N/A

### Article 3. Technical Evaluation Criteria

Technical evaluation is classified into “satisfied” and “unsatisfied”.

The Technical Proposal is considered to meet the technical requirements when all general criteria are considered satisfactory. Bidders that meet technical requirements will be considered and financially evaluated.

Requirement content		Level of satisfaction
<b>1. Quantity</b>		
Quantity, type	Satisfied with requirements on Scope of supply stipulated in Article 1 of Chapter V of Bidding document.	<b>Satisfied</b>
	Unsatisfied with requirements on Scope of supply stipulated in Article 1 of Chapter V of Bidding document.	<b>Unsatisfied</b>
<b>2. Technical specifications</b>		
Product specifications, production standards,	Satisfied with requirements on product specifications, production standards as stipulated in Article 2.2.1, 2.2.2 and Article 2-Technical requirements in Chapter V of Bidding document.	<b>Satisfied</b>

<b>Requirement content</b>		<b>Level of satisfaction</b>
manufacturing standards	Unsatisfied with one of the requirements on product specifications, manufacturing standards as stipulated in Article 2.2.1, 2.2.2 and Article 2-Technical requirements in Chapter V of Bidding document.	<b>Unsatisfied</b>
<b>3. Evaluation of bid samples (for bidders having to submit samples)</b>		
<b>Bid samples</b>	The bid sample is evaluated as satisfactory as stipulated in Article 2.2.1, 2.2.2 and Article 2-Technical requirements and Article 4 Chapter V of Bidding document.	<b>Satisfied</b>
	The bid sample is evaluated as unsatisfactory as stipulated in Article 2.2.1, 2.2.2 and Article 2-Technical requirements and Article 4 Chapter V of Bidding document.	<b>Unsatisfied</b>
<b>4. Schedule of goods delivery</b>		
Schedule of goods delivery in accordance with the requirements of the Bidding document.	Schedule of goods delivery in accordance with the requirements of Article 1 Chapter V of the Bidding document.	<b>Satisfied</b>
	Schedule of goods delivery in accordance with the requirements of Article 1 Chapter V of the Bidding document.	<b>Unsatisfied</b>
<b>5. Warranty</b>		
Time of warranty	Warranty time $\geq$ 12 months from the date of delivery of goods with satisfactory quality	<b>Satisfied</b>
	Warranty time $<$ 12 months from the date of delivery of goods with satisfactory quality	<b>Unsatisfied</b>
<b>6. Other requirements</b>		
Other requirements	Meeting other requirements described in Article 2.2.2 and Article 4. Requirements of checking and testing in Chapter V of the Bidding document.	<b>Satisfied</b>
	Not meeting other requirements described in Article 2.2.2 and Article 4. Requirements of checking and testing in Chapter V of the Bidding document.	<b>Unsatisfied</b>

Requirement content		Level of satisfaction
<b>CONCLUSION</b>		
Conclusion	All evaluation contents in Section 3. Technical evaluation standards are evaluated as <b>satisfactory</b>	<b>Satisfied</b>
	There is at least one assessment content in Article 3. Technical assessment standards have an assessment result of <b>unsatisfactory</b>	<b>Unsatisfied</b>

#### **Article 4. Examination and evaluation of the eligibility of the Financial Proposals**

##### **4.1. Examining the eligibility of the financial proposals:**

- a) Examine the number of originals and copies of the financial proposals;
- b) Examine all parts of the original financial proposals, including bid submission form in the financial proposals; overall and detailed price list and other parts in the financial proposal as stipulated in Article 10 of the ITB;
- c) Examine the consistency of contents between originals and copies for the detailed evaluation of financial proposals.

The examination of the Financial Proposal is not a reason for disqualification of the Financial Proposal.

##### **4.2. Evaluating the eligibility of the financial proposals**

Financial proposals of bidders shall be considered valid when they satisfy the following requirements:

- a) The original of financial proposals is available;
- b) Bid submission form contained in the financial proposals must be signed and sealed (if any) by bidder's legal representatives; the time for signing the bid form must be consistent with the time of starting the bidder selection; the bid price stated in the bid form must be specific and fixed in numbers and words and the bid price in numbers or words must be logically and consistent with the total bid price stated in the overall bid price list; do not propose bids that differ or are accompanied by conditions that are detrimental to the PE. As for joint-venture bidders, financial proposals must be signed and sealed (if any) by legal representatives of the joint-name members or the heads of the joint-name according to the duties assigned in the joint-name agreement;
- c) Validity of financial proposals must meet the requirements specified in Article 17.1 of the ITB.

Bidders with eligible financial proposals shall be qualified for the detailed evaluation of financial proposals.

#### **Article 5. Detailed evaluation of the financial proposals**

**Using the method of evaluated price.**

*Step 1.* Identification of bid price;

*Step 2.* Error correction (as stipulated in Article 33.1 of the ITB);

*Step 3.* Deviations adjustment (as stipulated in Article 33.2 of the ITB);

*Step 4.* Bid price after error correction, deviations adjustment, deduction of discount (if any) and converting the bid price to a common currency VND (if any) according to the selling rate of the Joint Stock Commercial Bank for Foreign Trade of Vietnam at the last time 07 days before the opening date of the Technical Proposal;

*Step 5.* Identification of price evaluation (if any) as prescribed in Article 34 - ITB;

*Step 6.* Bidder ranking:

a) Determine the bid price of each bidder after converting all costs to the same level:

- For goods produced, processed in Vietnam: Price used for comparison is the offered price of bidder as prescribed at Article 13.6 (a) - ITB.

- For goods produced, processed abroad and will be imported into Vietnam. Price used for comparison is the price calculated according to the following formula:

$$G_{\text{NNQĐ}} = G + \Delta_{G1} + \Delta_{G2} + \Delta_{G3} + \Delta_{\text{USD}}$$

Of which:

+  $G_{\text{NNQĐ}}$  is the price of a foreign bidder whose costs are converted to the same level as the bidder offering goods produced and processed in Vietnam, taking into account incentives (if any) according to the provisions of Article 34 of ITB.

+  $G$  = (total bid price  $\pm$  correction value  $\pm$  deviation adjustment value) – discount value (if any) and is converted into one common currency VND (if any);  $G$  of imported goods under CIP Hai Phong/ Noi Bai (Incoterm 2020) is denoted as  $G_{\text{NK}}$ .

+  $\Delta_{G1}$ ,  $\Delta_{G2}$ ,  $\Delta_{G3}$  is the value of factors that are attributed to the same plane of goods (applicable to imported goods under CIP) including:

(i)  $\Delta_{G1}$  = VAT on imported goods in accordance with current regulations in Vietnam's import and export tax schedule for goods (10%) + costs of receiving, transporting, domestic insurance in Vietnam and other expenses for transporting imported goods of foreign bidders from the port (Hai Phong / Noi Bai, Vietnam) to NBPP (the rate of 0.1% calculated based on the bid price CIP Haiphong/Noibai, Vietnam and VAT on imported goods, applied according to the actual statistical average in recent years for polymer at the PE).

In which:  $\Delta_{G1} = G_{\text{NK}} \times 10\% + (G_{\text{NK}} + G_{\text{NK}} \times 10\%) \times 0.1\%$

(ii) If the foreign bidder chooses to payment by letter of credit (L/C), then:

$\Delta_{G2}$  is L/C issuance fee =  $0.75\%/year/365$  days x L/C opening value x L/C validity period (maximum USD 5,000).

$\Delta_{G3}$  is Late payment acceptance fee for L/C =  $1.35\%/year/365$  days x payment amount x 90 days.



(iii) If the foreign bidder chooses the mode of payment by telegraphic transfer (T/T), then  $\Delta_{G2} = 0$ ;  $\Delta_{G3} = 0$ .

$\Delta_{UD}$  is the value that must be added to those who are not entitled to incentives as stipulated in Article 34.3 of the ITB.

b) Compare bids:

Compare the bid prices of all bidders with detailed financial evaluation (after determining according to the provisions of point a, step 6): Financial Proposal which has the lowest evaluated price is the first ranked.