

**MINISTRY OF AGRICULTURE AND RURAL DEVELOPMENT  
MANAGEMENT BOARD FOR FORESTRY PROJECTS  
National Project Management Unit (NPMU)  
of Project “Sustainable Forest Management and Biodiversity as a  
Measure to Decrease CO<sub>2</sub> Emissions” (KfW8)**

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**Grant Number: BMZ No. 2011 66 222; No. 2013 70 238**

# **BIDDING DOCUMENTS GOODS PROCUREMENT**

**Bidding Package Name:** Cars Procurement for Project  
**Bidding Package No.:** 03HH-KfW8-NPMU  
**Purchaser:** MANAGEMENT BOARD FOR FORESTRY PROJECTS –  
National Project Management Unit (NPMU) of Project “Sustainable  
Forest Management and Biodiversity as a Measure to Decrease CO<sub>2</sub>  
Emissions” (KfW8)  
**Country:** Vietnam  
**Procurement Method:** International Competitive Bidding (ICB), “One-phase method with  
two dossier-bags”.

Hanoi, **June 20<sup>th</sup> 2018**  
**DIRECTOR OF KFW8 NPMU**

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## INVITATION FOR BID

Date: June 20<sup>th</sup> 2018

Grant No.: BMZ No. 2011 66 222; No. 2013 70 238

Bidding Package Name: Cars Procurement for Project

Bidding Package No.: 03HH-KfW8-NPMU

1. Government of the The Socialist Republic of Vietnam has received grants from KfW for the Project “Sustainable Forest Management and Biodiversity as a Measure to Decrease CO<sub>2</sub> Emissions” (KfW8). MANAGEMENT BOARD FOR FORESTRY PROJECTS - KfW8 NPMU expected to use a portion of this grants to make payment for eligible items of the Contract under this Invitation to Bid .
2. MANAGEMENT BOARD FOR FORESTRY PROJECTS – KfW8 NPMU invites eligible bidders to participate in bidding package “Cars Procurement for Project”.
3. The bidding package is conducted through the form of bidder selection as ICB in accordance with the procurement procedure of “One-phase method with two dossier-bag” of KfW and is opened to all bidders who have valid legal status.
4. The eligible bidders who are interested in can find further information and purchase the Bidding Documents (BD) at the address listed below :

MANAGEMENT BOARD FOR FORESTRY PROJECTS – KfW8 NPMU  
Address: Room 603, Building 2, No. 16 Thuy Khue, Tay Ho, Ha Noi, Vietnam .

Telephone: 84-24-37286237      Fax: 84-24-37286236

Time: 8:00 a.m to 12:00 p.m and 1:00 a.m to 5:00 p.m in working days.
5. Bidders can purchase the BD in English and Vietnamese from **8:00 on 20/6/2018**, with a non-refundable fee is VND 2,200,000 (*Two million and two hundred thousand dong*) at the above address.
6. Bids must be submitted in sealed envelopes at the above address before 10:00 a.m on **03/8/2018** and Bid Security as mentioned in BD must be enclosed with bids. Late submission of bids will be rejected. The Technical bids will be opened publicly with the attendance of bidders’ representatives who want to participate in at 10:10 a.m on **03/8/2018** at the above address.

7. MANAGEMENT BOARD FOR FORESTRY PROJECTS – KfW8 NPMU will not be responsible for all costs related to bids preparation and submission by bidders .

**DIRECTOR OF KFW8 NPMU**

**Nguyen Truong Giang**

## A. General introduction

- 1. Bidding scale**
  - 1.1 The Purchaser, as stated in the Bid Data Sheet, issues this Bidding Documents for the procurement/bidding for the supply of relevant goods and services as specified in Chapter VI, the supply schedule in compliance with the Guidelines of KfW for Procurement of Goods, Works and associated Services in Financial Cooperation with partner countries. The names, signs and the number of contracts in this initial bidding shall be described in the the Bid Data Sheet.
  - 1.2 In this Bidding Documents
    - (a) The term “in writing” means the information exchange in writing and transferring of relevant documents with certification
    - (b) Except of cases specified, then the words in singular form shall have plural meaning and vice versa, the words in plural form has singular meaning; and
    - (c) “date” is understood as date of solar calendar
- 2. Sources of fund**
  - 2.1 The borrower or The Sponsorship Receiver (herein referred to as “sponsor receive”) named in the the Bid Data Sheet has received a financial source (herein referred to as “sponsored fund”) from Germany Reconstruction Bank (herein referred to as “KfW”) to pay for the costs for the project named in the the Bid Data Sheet. The Borrower plans to use a part of this sponsored fund to make payment to the eligible expenses of the contract(s) bid on the basis of this the Bidding Documents.
  - 2.2 KfW shall pay for the costs once requested by The Sponsorship Receiver and when KfW has approved these costs as per the provisions and conditions of financial covenant between The Sponsorship Receiver and KfW (herein referred to as financial agreement), and shall have to abide, in all aspects, to the provisions and conditions of such financial agreement. No other party, except for Sponsor Receiver, shall have any right from financial agreement or the inquiry of the sponsor
- 3. Frauds and corruption**
  - 3.1 The policy on prevention of fraud and corruption of KfW requests The Sponsorship Receiver (inclusive of the beneficiary from the activities sponsored by KfW) as well as the Bidders, suppliers and Bidders in the contracts sponsored by KfW to respect the highest moral standards in the procurement progress and such contract execution. According to this policy, KfW shall:

- (a) Define the following terms for the purposes of this Provision as follows:
- (i) "corrupt practice" is to give, receive, or require, directly or indirectly, any valuable assets adversely affecting the actions of the other party;
  - (ii) "fraudulent activity" means any act of false presentation or ignore the truth, which intentionally or unintentionally misleading, or intentionally falsified a related party to benefit the financial or other benefit or to avoid an obligation;
  - (iii) "coercive practice" means harming or threatening to harm damage, directly or indirectly, persons or their property to influence their participation in the process of buying shopping, or affect the performance of the contract;
  - (iv) "act of collusion" means an agreement between two or more parties to achieve improper objectives, including the impact improperly the actions of the other stakeholders.
  - (v) "Intentional difficult causing" means (a) deliberately destroying, falsifying, changing, or conceal material evidence to an investigation by the KfW; (b) false declarations with the investigating authorities with material to impede an investigation by KfW; (c) Failure to comply with requests to provide information, documents and Bids relating to the investigation by the Office of the anti-corruption and integrity (OAI); (d) threatening, harassing, threatening or any party to prevent it from disclosing its information on issues related to the investigation or pursue the investigation; or (e) shall be hindering KfW's rights under the contract audit or access to information; and
  - (vi) "The integrity violation" means any violation of anti-corruption policy of the KfW, including (i) (v) above and the following: abuse, conflict of interest, and other violations of anti-corruption policy of KfW, including non-compliance with the highest ethical standards
- (b) shall cancel the contract award proposal, if KfW determines that the Bidder is awarded the contract proposals for action of corruption or fraud in the competition for that contract; and
- (c) shall cancel the portion of funds for a contract if at any time determine that KfW representatives of the recipient or beneficiary of KfW grants have engaged in corrupt actions , fraud, coercion, collusion or deliberate harassment or other



violation of integrity in the procurement process or the implementation of such contracts, if the recipient is not timely given the appropriate remedial actions as requested by KfW; and

- (d) shall have the right to require a provision be included in bidding documents and contracts financed by KfW, requiring bidders, suppliers and Bidders to allow KfW or its representative to inspect accounts and their Bids and other documents relating to the bid submission and contract performance and have them audited by auditors appointed by KfW

3.2 In addition, the Bidders need to be aware of the regulations in Article 3.2 and 35.1 (c) of general conditions of the contract (GCC).

#### **4. Eligible Bidders**

4.1 A bidder might be an individual or a private organization or a government organization - according to the provisions ITB 4.5 - or any form of combination of the entities mentioned above to form a joint venture (JV) in accordance with existing agreements, or intends to establish a legal partnership. In the case of joint venture, then

- (a) All parties to the joint venture shall be responsible collectively and individually responsible for the implementation of the contract under the terms of the contract,

- (b) The Joint Venture shall appoint a representative with the right to conduct all activities for the benefit and on behalf of each party and all parties of the Joint Venture in the bidding process, and the implementation of the contract if the joint venture is awarded the contract

4.2 The bidders, and all sides of the bidders, must have a nationality of a country eligible under Chapter 5 (The eligible countries). The Bidding Invitation partys shall be deemed a citizen of a country if the Bidder is a citizen of that country, or created or merged, and operating under the laws of that country. This criteria shall also be applied to determine the nationality of subBidders or suppliers be expected to make any part of work under the Contract including related services

4.3 A bidder has no benefit conflict. All the Bidders found out to have benefit conflict shall be considered to have right conflict to one or more than one other parties in the bidding process, if, inclusive of but not limited to:

- (a) Have the same partners having control right; or

- (b) The Bidder, or have received any subsidy directly or indirectly from any other party (of same interest); or
- (c) have general legal representation during this bidding; or
- (d) have a relationship with each other, directly or through third parties, resulting in the fact that the Bidder and the other parties access to information or affect the bids of other Bidders, or influence the decisions of investors for this bidding process; or
- (e) A Bidder involved in more than one the Bidding Documents in the the Bidding Documents process or individually or as a partner in the joint venture, unless alternative Bids permitted under ITB 13. This shall result to all the the Bidding Documents of the parties that Bidders that participated shall be rejected. However, according to the findings of any conflict of interest in terms of ITB 4.3 (a) - (d) above, this is not limited to the participation of a subBidder, not involved with as prime Bidder, on more than one the Bidding Documents; or
- (f) A Bidder or any subsidiary unit of the Bidder was involved as a consultant in the process of preparing the design or specifications are bidding for the contract.
- (g) Bidder has been associated with a company or organization that has hired (or is expected to hire) to The Purchaser or the borrower, such as project management for contracts

4.4 The enterprises in the ownership of the nation of The Purchaser shall only be considered to be eligible if evidencing that )i) such enterprise has self control on jurisdiction and finance, (ii) operates under the commercial awl and (iii) not to be an unit directly under The Purchaser

4.5 Bidders must supply the evidence certifying the eligibility of the Bidder, satisfying The Purchaser when being logically requested by The Purchaser

4.6 The Bidder shall be disqualified if in case the recipient to act in accordance with the decision of the Security Council under Chapter 7 of the United Nations Charter of the United Nations led to National Party financed the import ban export of goods or contracting of works or consulting services from that country or from payments to individuals or organizations of that country or if the Bidder has been put on the list of sanctions order

**5. The eligible materials and**

5.1 All the materials, equipment and services supplied as per this contract and funded by KFW must have origin from eligible

**services**

nations regulated in ITB 4.2 and all the costs in the contract are limited to the above relevant goods and services.

- 5.2 For the purposes of this Article, "materials and equipment" includes commodities, raw materials, machinery, equipment, and industrial buildings; and "related services" includes services such as insurance, transport, installation, commission and fostering, training, and initial maintenance
- 5.3 "Country of origin" means the place/country in which materials and equipment are mined, grown, cultivated, produced, or manufactured or processed; or through a process of manufacturing, processing or assembly, to create a product that is recognized commercially significant differences in the basic characteristics than its imported parts
- 5.4 The nationality of companies manufacturing, assembly, distribution, or sale of materials and equipment shall not determine the origin of materials and devices

**B. Content of the Bidding Documents****6. Parts of the Bidding Documents**

- 6.1 The Bidding Documents consists of Parts 1, 2 and 3, of which consisting the chapters as below and shall become effective attached with any appendix for amendment, supplementation promulgated as per Article ITB 8

**PART 1 Bidding procedures**

- Chapter I. Instructions to the Bidders (ITB)
- Chapter II. The Bid Data Sheet (BID DATA SHEET)
- Chapter III. Evaluation standards and competency (EQC)
- Chapter IV. Forms of the Bidding Documents (BDF)
- Chapter V. Eligible countries (ELC)

**PART 2 The supply requirements**

- Chapter VI. Supplied schedule (SS)

**PART 3 The conditions of the contract and the forms of the contract**

- Chapter VII. (GCC)
- Chapter VIII. (SCC)
- Chapter IX. (COF)

- 6.2 The invitation for bids issued by The Purchaser is not a part of the Bidding Documents
- 6.3 The Purchaser shall not be responsible for the completeness of the Bidding Documents and the amendment and supplementation appendixes if these documents are not directly supplied by The

Purchaser to ITB.

- 6.4 Bidder needs to do research on all the instructions, forms, terms and specifications in the Bidding Documents. The failure of supply all the information or documents required in the Bidding Documents might make the bids refused
- 7. Clear description of the Bidding Documents**
- 7.1 Any Bidder has any request for clarification Bidding documents should contact The Purchaser in writing at the address specified by The Purchaser in the BID DATA SHEET. The Purchaser shall respond in writing to any request for clarification, provided that the request is transferred to The Purchaser no later than 21 (twenty) days before the deadline for submission of bids. Buyer shall send copies of the written replies to all bidders who live bidding documents, which describe content but does not mention the source of questions. If the request comes from clarifying the Bidding Documents which The Purchaser sees the need to modify and supplement the Bidding Documents, The Purchaser shall do this according to the procedures in Articles ITB 8 and ITB 24.2
- 8. Amendment of the Bidding Documents**
- 8.1 At any time before the deadline of the Bid submission, The Purchaser might amend the Bidding Documents might issuing the amendment and supplementation appendixes
- 8.2 Any the amendment and supplementation appendixes shall be a part of the Bidding Documents and shall be notified in writing to all Bidders who have bought the Bidding Documents directly from The Purchaser as per Article ITB 6.3.
- 8.3 To make Bidders to have adequate time to consider the amendment and supplementation appendixes when preparing the Bids, The Purchaser reserves the right to extend the bid submission deadline, as per regulations in Article ITB 24.2.
- C. Preparing of Bids**
- 9. Bidding costs**
- 9.1 The Bidder shall bear all costs related to the preparation and submission of bids; and Buyer shall not be responsible or have duties to those costs, regardless of how the bidding process is conducted or result is.
- 10. Bidding languages**
- 10.1 The Bidding Documents, as well as all correspondence and documents related to the Bidding Documents for the Bidder and The Purchaser to exchange with each other, must be written in the language specified in the Bid Data Sheet. Additional documents and other printed materials forming part of the Bidding Documents can be written in another language, the condition must be accompanied by a translation into the language exactly as specified in the BID DATA SHEET, and in this case, the

translation shall mean deciding when to interpret the bid content

## **11. Documents Comprising the Bid**

11.1 The Bids shall comprise two envelopes submitted simultaneously, one containing the Technical bid and the other is Price Bid, both envelopes enclosed together in an outer single envelope.

11.2 Technical bid of Bidders consists of:

- a) Bid application under Technical bid and proposals about technique.
- b) Bid Security or Bid commitment, as per Article ITB 21;
- c) The alternative Technical bid, as per regulations in Article ITB 13;
- d) The written documents confirming the rights of signing bids representing Bidders, as per regulations in Article ITB 22;
- e) The documents as per regulations in Article ITB 16 is the evidence of Bidder's eligibility for bidding;
- f) Documents as per regulations in Article ITB 17 is the evidence for origin eligibility of relevant materials, equipment and services supplied by Bidder
- g) documentary evidence in accordance with ITB 18 and ITB 32, that the Goods and Related Services conform to the Bidding Document;
- h) The documents as per regulations in Article ITB 19 is the evidence for Bidder's competency in contract execution if their Bid is accepted;
- i) Performance commitment is carried out under form Chapter IV (the forms in the Bids); and
- j) Any document, as requested in the Bid Data Sheet

11.3 Price Bid submitted by the Bidder shall consist of the following contents:

- a) Price Bid, Bid Price Submission Sheet and the applicable Price Schedules, in accordance with ITB 12, ITB 14, and ITB 15;
- b) alternative Bid Price Quotation corresponding to the alternative Technical bid, if permissible, in accordance with ITB 13; and
- c) any other documents required in the BDS.

## **12. Bidding form and quotation**

12.1 The Bidder shall submit Bid Application under both Technical bid and Price Bid as corresponding form in Chapter IV (The form of the Bid). This form must be filled out information and not modified the text available; Other alternative forms shall not be

accepted. All boxes must be filled in the necessary information upon request

- 12.2 The Bidder shall submit the Price Quotation, as a part of Technical bid, for goods and associated services, depending on the origin matching, using the form as provided in Chapter IV, the forms in the Bidding Documents
- 13. Alternative the Bidding Documents**
- 13.1 Unless otherwise specified in the Bid Data Sheet, the alternative bids shall not be considered
- 14. Bidding price and discounts**
- 14.1 Quotation and discounts that Bidders offer in the Bid Application under Technical bid, and Quotation must comply with the requirements specified below
- 14.2 All items in Supply schedule shall have to be listed separately and the price stated in the quotation. If a quotation shows the categories listed without a specified price, then their prices shall be deemed to have been included in the prices of other items. Items not listed in Quotation shall be considered as not in the Bids, and if Bids are met, the corresponding price adjustment shall be applied under Article ITB 33.3
- 14.3 Quotation in the Bid Application under Price Bid shall be the total bid price of bids, excluding the discount proposal of the Bidder. Without the total bid price in the Bid Application under Price Bid, the Bidding Documents may be rejected
- 14.4 The Bidder shall submit any unconditional discount proposal and discounts applicable methods of Bid Application under Price Bid.
- 14.5 The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules as described in the current edition of Incoterms, by the Chamber of Commerce and Industry International release, on June invitation for bids or as prescribed in the Bid Data Sheet.
- 14.6 Prices proposed in the Price Schedule Forms for Goods and Related Services, shall be disaggregated, when appropriate, as indicated in this sub-clause. This disaggregation shall be solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered.
- a) For the goods from the nation of The Purchaser :
- (i) Prices of goods that shall be offered is EXW (delivery

at factory prices, in factories, in warehouses, on shelf) including customs duties, sales tax and other taxes already paid or to be pay for parts and raw materials for production and delivery of goods assembled in the workshop, delivered at the warehouse, factory or delivery of goods previously imported.

- (ii) Sales tax and all other taxes applicable in the country of The Purchaser and pay for goods being offered, if the Bidder is awarded the contract; and
  - (iii) The total price for items
- b) For the goods from outside nation of The Purchaser :
- (i) The prices of goods that shall be offered are CIF (name of the destination port), or CIP (port), or CIP (name of destination), at the nation of The Purchaser, as regulated in the Bidding Data Sheet;
  - (ii) The prices of the goods that shall be offered is FOB loading port (or FCA, depending on each case), if regulated in the Bidding Data Sheet;
  - (iii) The overall price for items.
- c) For the relevant services if stated in the required schedule
- (i) The component costs are stated by local currency for each constituting item of the relevant services; and
  - (ii) The components in foreign currency of the relevant services, inclusive of customs tax, sales tax and other similar kinds of taxes applied at The Purchaser's nation, payable to the relevant services, if the contract is awarded to the Bidder.

14.7 The price offered by the Bidder shall be fixed during the Bidder to perform the contract and must not be changed under any circumstances, except as specified in the Bid Data Sheet. A Bidding Documents is submitted with offer price can be adjusted, it shall be deemed not pass/do not responsive and shall be disqualified under Article IBT 32. However, if the Bid Data Sheet has raised the price offered by the Bidder may be adjustment during performance of the contract, a Bidding Documents was submitted to the fixed offering price shall not be rejected, but the price shall be adjusted to zero (zero).

14.8 If provided in Section ITB 1.1, the Bidder shall be invited for individual contracts (lots) or a combination of contracts

(packages). Unless otherwise specified in the bid data sheet, the price offered shall be equivalent to 100% of items listed for each lot and the corresponding 100% of the amount specified for each item of a lot. Bidders want to offer a discount to get more than one contract, it must specify the proposed discounts applicable under the provisions of Article ITB 14.4, provided the Bids for all lots shall be submitted and opened at the same time

- 15. The currencies in the the Bidding Documents**
- 15.1 The Bid price shall be offered by the following currencies
- a) The Bidder may present its bid price in any currency that is fully convertible. If a Bidder wants to be paid in several different currencies, it may bid corresponds to the currency, but may not offer more than 3 types of currency outside the national currency of The Purchaser
  - b) If a number of payments for the services incurred in the country financed party, the payments that would have to be presented in the Bidding Documents and shall be paid in the currency of Buyer
- 16. The documents proving the eligibility of Bidder**
- 16.1 To prove the eligibility as per Article ITB 4, the Bidders shall need to:
- a) Complete the declarations on eligibility in Bid Form, stated in Chapter IV, the forms in the Bid; and
  - b) If the Bidder is a Joint Venture has been or shall be established under Article ITB 4.1, they shall need to submit a copy of the Joint Venture agreement, or an idea presented a signed agreement is expected Joint Venture. This document shall then be signed by all the authorized representatives of the parties legally existing joint venture or Joint Venture shall be established, as the case may apply
- 17. Documents prove the eligibility of relevant goods and services**
- 17.1 To prove the validity of the Relevant goods and services, as specified in ITB 5, the Bidder shall have to complete the country of origin declarations in the quotation form, referred to in Chapter IV, The forms in the Bid
- 18. Documents prove the eligibility of relevant goods and services compared to**
- 18.1 In order to prove the eligibility of the Relevant goods and services compared with the Bidding Documents, the Bidder shall complete the documents attached to the Technical bid proving that the Relevant goods and services as meeting application requirements as set out in Chapter VI, provision requirements.



- the Bidding Documents**
- 18.2 Evidencing documents can be made in the form of text, drawings or data, and shall include a detailed description of each item on the operating characteristics and main specifications of relevant materials, equipment and services, demonstrating the basic response of the Relevant goods and services to those requirements, and as the case may apply, would be a misleading statement about the differences and exception than the provisions of Chapter VI, the Supply Schedule
- 18.3 The labor standards, manufacturing processes, materials and equipment, as well as references to brand names or catalog numbers specified by The Purchaser in Chapter VI, Supply Schedule, shall only be considered the nature of description and not restrictive. Bidders can offer different quality standards, other brand names, and/or catalog numbers, provided that it can be demonstrated that, meeting the requirements of The Purchaser, such alternatives assure the equivalent responses or higher compared to the content as regulated in Chapter VI, Supply Schedule
- 19. Documents that prove the competency of Bidder**
- 19.1 To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical bid the evidence indicated for each qualification criteria specified in Section 3 (Evaluation and Qualification Criteria)
- 19.2 If specified in the Bid Data Sheet, a Bidder does not manufacture or produce the goods offered shall have to provide a manufacturer's Authorization using the form given in Chapter IV, the forms in the Bid to that that Bidder has been duly authorized by the manufacturer or the manufacturer to deliver goods in nation of The Purchaser.
- 19.3 If specified in the Bid Data Sheet, a Bidder not doing business in the country of The Purchaser shall have to submit the documents proving that such Bidder shall be represented by an Agent in the country equipped and able implementation of the obligations under warranty, repair and supply of spare parts suppliers, as defined in section conditions of contract and or specifications
- 20. Effective period of Bid**
- 20.1 The Bids shall be valid for the period as specified in the Bid Data Sheet after the deadline for submission of bids as stipulated by The Purchaser. Public Bidding Documents with validity period shorter than that specified shall be considered as The Purchaser does not meet and rejected
- 20.2 In exceptional cases, before the expiry of the validity period of the bids, The Purchaser may require the Bidder to extend the validity

of the bids. This requirement and the feedback must be in writing. If a request for bid security in accordance with Article ITB 21, the bid security should also be extended for an additional period, respectively. The Bidder may request an extension to refuse bids without losing bid security. Bidders who approved the request for extension Bids shall not need or are not allowed to modify the Bidding Documents

## **21. Bid Security**

- 21.1 Bid Data Sheet Unless otherwise stipulated otherwise in the Bidding Documents, the Bidder shall have to provide the original Declaration of Commitment Bid or Bid security as specified in the Bid Data Sheet. In the case of using Bid security guarantees, the amount shall be specified in the Bid Data Sheet.
- 21.2 Declaration of Commitment to use the bid as provided for in Article ITB 21.1, the Bidders shall have to use the form as set out in Chapter IV, the forms in the Bidding Documents. In a certain period of time indicated in the Bid Data Sheet, The Purchaser shall notify the Bidder does not qualify if the Declaration signed contract performance guarantees are made.
- 21.3 If using Bid Security as regulated in Article ITB 21.1, then the Bid Security must be a security as per request under any form herein as selected by Bidder:
- a) A bank security
  - b) An irrevocable letter of credit
  - c) Cheque or payment order

All must be made by a reputable bank from an eligible country as referred to in Chapter V (Eligible nation). If the bank guarantee, the bid security shall be submitted on Form Bid security in Chapter IV, the forms in the Bidding Documents, or other form approved by The Purchaser. This form must include the full name of the Bidder. Bid security shall take effect 28 days after the original validity period of the Bid. If the validity of the Bid may be extended, the validity of bid security shall also be extended to the corresponding provisions as mentioned.

- 21.4 Unless otherwise specified in the Bid Data Sheet, any bids that are not accompanied by a bid security or the bid security statement basically met the requirements according to section 21.1- ITB ensuring that requests submitted The Purchaser shall be rejected because for its irresponsiveness.
- 21.5 If a bid security required pursuant to Article ITB 21.1, the failed

bidder shall not be returned Bid security immediately after the winning bidder submits the contract performance security in accordance with Article ITB 46.

21.6 If a bid security is required pursuant to ITB 21.1, the bid security of the successful bidder shall be returned immediately after the winning bidder to sign the Contract and supply contract performance security under request

21.7 A Bidder might loose Bid Securiry or forced to carry out the Bid Commitment if:

a) A Bidder withdraw the Bid within the effective period of the Bid as stated in the Bid Application under Technical bid, except when there are other regulations in Article ITB 20.2, or

b) The Bidder is awarded a contract

(i) Doesn't sign contract as per Article ITB 45

(ii) Not supply Contract Performance Security as per Article ITB 46;

(iii) Doesn't accept arithmetic errors as per Article ITB 36.

21.8 The bid security or Bid Declaration of Commitment of a Joint Venture shall be addressed as the partnership for the submission of bids. If at the time of the bidding, the Joint Venture has not been legally established, the bid security or Bid Declaration of Commitment shall enroll all members later joined the partnership as defined in Article ITB 4.1.

## **22. Forms and signing of Bids**

22.1 The Bidder shall prepare one original set of the Technical Bid and one original set of the Price Bid as described in ITB 11 and clearly mark each "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID". In addition, the Bidder shall submit copies of the Technical Bid and the Price Bid, in the number specified in the BDS and clearly mark them "COPY NO... - TECHNICAL BID" and "COPY NO.... - PRICE BID". In the event of any discrepancy between the original and the copies, the original shall prevail

22.2 The original and all copies of the bid shall be typed or written in indelible ink and by persons legally authorized to sign on behalf of the Bidder. The authorization should be authenticated by a written assertion as prescribed in Bid Data Sheet and is attached to bids. Name and title of the person signing the authorization must be

typed or printed below each signature. All pages of the Bidding Documents shall be the person signing the bid application signed off, unless the document printed without any modifications. If the Bidder submits written authorization lacks the Bidding Documents shall not be eliminated within the first assessment. The Purchaser shall require Bidders to submit an authorization of the date specified in the Bid Data Sheet. If the Bidder does not provide written authorization within the regulations, bids shall be rejected

- 22.3 Any amendments in the Bidding Documents, for example interlined between the lines, erasing or overwriting old letters are only considered valid if signed or initialed full of bid signatories

#### **D. Submission of the Bids and Bid opening**

#### **23. Seal and label Bids**

- 23.1 Bidders may submit their bids by mail or by hand. When so specified in the BDS, Bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:

- a) Bidders submitting Bids by mail or by hand shall enclose the original of the Technical Bid, the original of the Price Bid, and each copy of the Technical Bid and each copy of the Price Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL - TECHNICAL BID”, “ORIGINAL - PRICE BID” and “COPY NO... - TECHNICAL BID” and “COPY NO.... - PRICE BID”, as appropriate. These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 23.2 to ITB 23.6
- b) Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in the BDS.

- 23.2 The inside small envelopes and the outside big envelopes shall have to:

- a) Have the name and address of Bidder ;
- b) State the address of The Purchaser as per regulations in Article the Bidding Data Sheet 24.1
- c) bear the specific identification of this bidding process

indicated in the BDS

- 23.3 The outer envelopes and the inner envelopes containing the Technical Bids shall bear a warning not to open before the time and date for the opening of Technical Bids, in accordance with ITB 27.1.
- 23.4 The inner envelopes containing the Price Bids shall bear a warning not to open until advised by the Purchaser in accordance with ITB 27.2
- 23.5 If all the envelopes are not sealed and labeled fully as requested, then The Purchaser shall not bear any responsibility to the fact that the Bid is lost or opened earlier than regulated.
- 23.6 Alternative Bids, if permissible in accordance with ITB 13, shall be prepared, sealed, marked, and delivered in accordance with the provisions of ITB 22 and ITB 23, with the inner envelopes marked in addition “ALTERNATIVE NO....” as appropriate.
- 24. Deadline for Bid submission**
- 24.1 The Bid shall have to be sent to The Purchaser at the address in the Bidding Data Sheet and not later than date and time stated in the Bidding Data Sheet.
- 24.2 The Purchaser has the right to extend the deadline to submit bids by amending the Bidding Documents in accordance with Article ITB 8, in which case, all rights and obligations of The Purchaser and the Bidder under the term applicants shall have to follow the old filing new term be extended
- 25. Late Bid submission**
- 25.1 The Purchaser shall not consider any Bid has been moved to after the deadline to submit bids, as stipulated in Article ITB 24. Any bids that The Purchaser received after deadline Bids shall be declared late applications, be rejected and returned intact to the Bidder
- 26. Withdrawal of Bids, replacement and amendment of Bids**
- 26.1 The Bidder may withdraw, substitute or modify the Bid after submitting a written notice signed by the authorized representative, together with a copy of the written authorization prescribed in Article ITB 22.2 (particularly the withdrawal notice accompanying Bids without duplicates). Replace or modify corresponding parts in Bids must be accompanied by Notices. All notices shall have
- a) prepared and submitted in accordance with ITB 22 and ITB 23 (except that withdrawal notices do not require copies), and in addition, the respective inner and outer envelopes shall be clearly marked “WITHDRAWAL,”

“SUBSTITUTION,” “MODIFICATION;” and

- b) be transferred to The Purchaser before the deadline to submit bids prescribed in Article 24 of ITB

26.2 The bids that Bidders withdrew the proposal under Article ITB 26.1 shall be returned intact to the Bidder

26.3 In the period after the expiry of the deadline to submit bids until the end of the validity period of the Bidding Documents that the Bidder stated in the Bid Application, or until the expiry of the corresponding extension, Bidders are not allowed to draw a Bid of, or replace, modify Bids

## **27. Bids opening**

27.1 The Purchaser shall publicly open the Technical Bid at the address and on the date specified in the Bid Data Sheet in the presence of bidders' representatives and any person interested. Any electronic bid opening procedures, if electronic bidding is permitted in accordance with stipulated in the ITB 23.1, shall be as stipulated in the Bid Data Sheet

27.2 The Price Bids will remain unopened and will be held in custody of the Purchaser until the time of opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Purchaser. If the Technical Bid and the Price Bid are submitted together in one envelope, the Purchaser may reject the Bid. Alternatively, the Price Bid may be immediately resealed for later evaluation.

27.3 First, envelopes marked “WITHDRAWAL” shall be opened, read out, and recorded, and the envelope containing the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out and recorded at bid opening

27.4 Next, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with ITB 27.2. No envelope shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.

27.5 Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Bid and/or Price Bids shall be modified unless the corresponding modification notice contains a valid

authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bid, both Original as well as Modification, will remain unopened in accordance with ITB 27.2

27.6 All other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded

- a) the name of the Bidder;
- b) whether there is a modification or substitution;
- c) the presence of a bid security or a Bid-Securing Declaration, if required; and
- d) any other details as the Purchaser may consider appropriate.

Only Technical Bids and alternative Technical Bids read out and recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Technical Bid Submission Sheet are to be initialed by at least three representatives of the Purchaser attending the bid opening. No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with ITB 25.1.

27.7 The Purchaser shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, modification, or alternative offer; and the presence or absence of a bid security or a Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

27.8 At the end of the evaluation of the Technical Bids, the Purchaser will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Purchaser. Bidders shall be given reasonable notice of the opening of Price Bids.

27.9 The Purchaser will notify Bidders in writing who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bidding Document and return their Price

Bids unopened.

- 27.10 The Purchaser shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, on the date, and time specified by the Purchaser. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance
- 27.11 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded
- a) the name of the Bidder;
  - b) whether there is a modification or substitution;
  - c) the Bid Prices, including any discounts and alternative offers; and
  - d) any other details as the Purchaser may consider appropriate.

Only Price Bids, discounts, and alternative offers read out and recorded during the opening of Price Bids shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Price Bids Submission Sheet and Price Schedules are to be initialed by at least three representatives of the Purchaser attending bid the opening. No Bid shall be rejected at the opening of Price Bid

- 27.12 The Purchaser shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any discounts, and alternative offers. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids on time, and posted online when electronic bidding is permitted

#### **E. Evaluation and comparison of Bids**

- 28. Confidentiality**
- 28.1 Information relating to the examination, evaluation, comparison and qualification of the Bid and awarded the contract proposal shall not be notified to the Bidder or any related person not officially to the bidding process until information on contract award is announced to all bidders.
- 28.2 Any Bidder's attempt to influence The Purchaser as research, evaluation, comparison and post-qualification of bids and contract



award decisions may result in bids of Bidders to be rejected

28.3 Notwithstanding the provisions of Article ITB 28.2, from the time of opening Technical bid to the time of contract awarding, the Bidder who wants to contact The Purchaser on any matter related to the bidding process, it may contact in writing

**29. Clarification of Bids**

29.1 To facilitate the examination, evaluation, comparison and post-inspection on capacity of bids, at any time, The Purchaser has the right to require the Bidder to explain the Bid. Bidders who submit any clarification of Bids that do not meet the request of The Purchaser shall not be considered. Request clarification of The Purchaser and the Bidder's reply must be in writing. Not allowed to ask, suggest or allow changes to content bid or bids, unless the results have confirmed correct arithmetical errors discovered by The Purchaser during the assessment of Price Bids according stipulated in the ITB 36.

29.2 If the Bidder does not explain the Bidding Documents in period stipulated by The Purchaser, Bid may be rejected

**30. Deviations, conditioning or omission of content in Bids**

30.1 The following definitions shall be applied in the Bid evaluation progress:

- a) "deviation" means the distance from the requirements stated in the Bidding Documents:
- b) "Conditioning" means the giving of limiting conditions or the showing of unconditional acceptance of requirements specified in the Bidding Documents and
- c) "Content omission" means the fact that Bidder fails to submit a part or all information or documents required in the Bidding Documents

**31. Check the Technical bid**

31.1 The Purchaser shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB 11.4 have been provided, and to determine the completeness of each document submitted

31.2 The Purchaser shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected:

- a) Technical Bid Submission Sheet in accordance with ITB 12.1;
- b) written confirmation of authorization to commit the Bidder;
- c) bid security or Bid-Securing Declaration, if applicable;

and Manufacturer's Authorization, if applicable

**32. Determination of the responsiveness of Bids**

32.1 The Purchaser shall determine the responsiveness of Technical bid basing on the content of Technical bid as specified in Article ITB 11.

32.2 A basically satisfied Technical bid is document that meets the requirements of the Bidding Documents without the discrepancies, omissions in the content, or offer limited conditions. Discrepancies, omissions in the content, or set restrictive conditions that are Bid points that

a) If accepted, shall

(i) cause the fundamental influence on the scope, quality or implementation of Goods and Related Services as defined in Chapter VI, Schedule of supply; or

(ii) cause fundamental limitations and inconsistent with the Bidding Documents for the Purchaser's rights or obligations of the Contractor in the contract is expected; or

b) If amended, shall cause unfair impact to the competition position of the other Bidders who have responsive Technical bid of basic requirements of the Bidding Documents.

32.3 The Purchaser shall examine the technical aspects of specific bids, to ensure that all the requirements of Chapter 6 of the Supply Schedules are met and there is no wrong or making conditions restrictive brain

32.4 If the Technical bid does not meet the basic requirements of Bidding Documents, then shall be rejected by The Purchaser and the Bidder is not allowed correction of disparities, limited or lacking basic nature to make such Bids are made to meet

**33. The unsuitable points in the Bids**

33.1 If the Technical bid meet basic Bidding Documents, The Purchaser may exceptionally accept small inconsistencies in Bidding Documents as long as it does not constitute points of discrepancies, omissions of internal solution or offering limited conditions.

33.2 Provided that a Technical bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting

information or documentation on such nonconformities shall not be related to any aspect of the Price Bid of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

- 33.3 If the Technical bid that basically responds to Bidding Documents, The Purchaser shall correct these minor inconsistencies do not miss important or content. This shall be done by adjusting the bid, only for the purpose of comparison, in order to reflect the bid for the items or parts are missing or inconsistent. The adjustment shall be carried out according to methods described in Chapter III, evaluation criteria and capacity.
- 34. Bidder's capacity**
- 34.1 The Purchaser shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meets the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).
- 34.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 19.
- 34.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Purchaser shall return the unopened Price Bid to the Bidder.
- 35. Technical bid Evaluation**
- 35.1 Following the opening of Price Bids, the Purchaser shall examine the Price Bids to confirm that all documents and financial documentation requested in ITB 11.5 have been provided, and to determine the completeness of each document submitted
- 35.2 The Purchaser shall confirm that the following documents and information have been provided in the Price Bid. If any of these documents or information is missing, the offer shall be rejected:
- a) Price Bid Submission Sheet in accordance with ITB 12.1; and
  - b) Price Schedules, in accordance with ITB 12, ITB 14, and ITB 15.
- 36. Arithmetic errors**
- 36.1 During process of Price Bids evaluation, The Purchaser shall correct arithmetic errors as per the following basis:
- a) If there is a discrepancy between the unit price and total price due to human error in the unit price, the unit

volume shall be decisive and the total price shall be corrected; unless Buyer is clear that errors misplaced decimal point in the unit price - in which case the total price shall be decisive and the unit price shall be corrected

- b) If there are errors of plus or deductions when subtotal subtotal, any decision shall be meaningful and shall be revised total; and
- c) If there is a discrepancy between the amount in figures and in words, the amount in words shall amount to meaningful decision, unless the amount in figures related to an arithmetic error - Meanwhile the amount in figures would be meaningful decision under section (a) and (b) above

36.2 If the Contractor submitted the lowest evaluated bid without accepting the correction of arithmetic errors, the tender will be rejected and the bid security of the Contractor shall be confiscated or Declaration of Commitment the tender will be made

**37. Converting into an unique currency**

37.1 For evaluation and comparison of Price Bids, the Purchaser shall convert all bid prices expressed in the amounts in various currencies into a single currency, using the selling exchange rates established by the source and on the date specified in the BDS.

**38. Preferential margin**

38.1 Not apply preferential margin except when otherwise regulated in the Bidding Data Sheet

**39. Evaluation of Price Bids**

39.1 The Purchaser shall use the criteria and methodologies indicated in this clause. No other criteria or methodology shall be permitted.

39.2 To assess Price Bid, The Purchaser shall consider the following affairs:

- a) Bid price as per Article ITB 14;
- b) price adjustment for correction of arithmetic errors in accordance with ITB 36.1
- c) Adjustment of price due to discount proposal as per Article ITB 14.4
- d) Price adjustment due to application of the assessment criteria specified in Chapter III (Criteria for evaluation and capacity). These standards may relate to the

characteristics, nature and the conditions and terms of procurement of goods and related services. Selected elements, if any, will be converted to the currency for comparison of bids, unless otherwise specified in Chapter III Evaluation criteria and competencies

- e) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 37;

39.3 In the calculation of price of Bid evaluated, The Purchaser shall not account for the factors for consideration:

- a) for goods being offered from The Purchaser's country, the taxes related to sales and other taxes shall be paid in the country of The Purchaser and the taxes payable on the goods if the Bidder is awarded Contract;
- b) for goods being offered from outside The Purchaser country, import taxes, sales tax-related and other taxes shall be paid in the country of The Purchaser and the taxes payable on the goods if The Bidder was awarded the contract
- c) all subsidies for the price adjustment during contract performance, if stated in the Bid

39.4 If the Bidding Documents allow Bidders to bid separately for the various lots and lots of contract award to a Bidder, assessment methods to determine the most common, including proposals to reduce the price offered in the Price Bid shall follow regulations in Chapter III - Evaluation standards and competency

**40. Comparing bids**

40.1 The Purchaser shall compare all bids meet basic Bidding documents to determine the lowest evaluated under Article ITB 39

**41. The rights of The Purchaser in accepting any Bids, or reject any or all bids**

41.1 At any time prior to award of contract, The Purchaser has the right to accept or reject any bids yet, and announce to cancel procurement process and reject all bids without taking any responsibilities to the Bidder. In the event of cancellation, all bids shall be returned to bidders

**F. Contract awarding**

**42. Contract awarding**

42.1 The Purchaser shall award the contract for the proposed Bidder has been identified as the lowest evaluated price and Bids that basically respond to Bidding Documents, provided that the

- criteria** Bidder has been verified as satisfactory needs to make good on contracts. The award of the contract is subject to KfW's no objection to the evaluation and proposal for contract award.
- 42.2 A Bid shall be rejected if the qualification criteria as specified in Section 3 (Evaluation and Qualification Criteria) are no longer met by the Bidder whose offer has been determined to be the lowest evaluated Bid. In this event the Purchaser shall proceed to the next lowest evaluated Bid to make a similar reassessment of that Bidder's capabilities to perform satisfactorily
- 43. The rights of Buyer in changing volumes at contract awarding time** 43.1 At the time of award of the Contract, The Purchaser has the right to increase or decrease the quantity of Relevant goods and services as originally outlined in Chapter VI, Supply Scheduled, as long as does not exceed the percentage as indicated in the Bid Data Sheet, and without changing the rates or terms and conditions of the Bids and the Bidding Documents .
- 44. Contract awarding notice** 44.1 Before the expiry of the validity of bids, The Purchaser shall notify in writing the successful bidder, be aware that bids by Bidders which have been accepted
- 44.2 At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding. The Purchaser will publish in an English language newspaper or well-known freely accessible website the results identifying the Bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of Bidders whose Bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful Bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their Bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award, requests a debriefing
- 44.3 Until a formal contract is prepared and executed, the notification of award shall constitute a binding contract
- 45. Contract signing** 45.1 Immediately after the announcement, The Purchaser shall send the successful Bidder the Contract

45.2 Within 28 (twenty eight) days from the receipt of the Contract, the successful Bidder shall be required to sign and date the agreement and returned to The Purchaser

**46. Performance security**

46.1 Within 28 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Purchaser

46.2 The successful Bidder fails to submit the contract performance security as described above, or does not sign the Contract shall be considered sufficient evidence to cancel the contract award decision and confiscate bid security or enforcement Declaration of commitment Proposal. In that case, The Purchaser may award the bid to the bidder with the lowest evaluated next meet basic profile bidding dossier and The Purchaser identified as satisfactory/sufficient capacity to well perform Contract

## CHAPTER II. Bid Data Sheet

This part consists of the specified provisions for each content of procurement and supplementation for Chapter I, instructions to Bidder. In case of controversy, then these provisions shall be effective in governing the provisions stated in Chapter I.

<b>A. Introduction</b>	
<b>ITB 1.1</b>	Bid Invitation Letter No.: 03HH-KFW8-NPMU
<b>ITB 1.1</b>	The Purchaser is: Management Board for Forestry Projects – National Project Management Unit (NPMU) of Project “Sustainable Forest Management and Biodiversity as a Measure to Decrease CO <sub>2</sub> Emissions” (KfW8)
<b>ITB 1.1</b>	Name of the bid package: Cars Procurement for Project Bid package code: 03HH-KFW8-NPMU Number of bid package: 01 package
<b>ITB 1.1</b>	Form of selecting Bidder: International competitive bidding (ICB), “One-phase method with two dossier-bags”
<b>ITB 2.1</b>	The Sponsorship Receiver: Socialist Republic of Vietnam
<b>ITB 2.1</b>	Name of projects: Sustainable Forest Management and Biodiversity as a Measure to Decrease CO <sub>2</sub> Emissions (KfW8)
<b>ITB 3.1</b>	Not applicable
<b>ITB 4.5</b>	The companies directly under the Government (partly or wholly) shall have to submit the following documents: <ul style="list-style-type: none"> <li>- Establishment decision</li> <li>- Certificate of business registration</li> <li>- Articles of company</li> <li>- List of all the members of Officers, Board of Directors, any person relevant and the professional branches, especially as relationship with the Ministry of Agriculture and Rural Development, the Management Board for Forestry Projects, NPMU project KfW8</li> <li>- List of all senior leadership of the company</li> <li>- Updated list of shareholders (if any)</li> <li>- Any other relevant documents that might be established/confirmed on the status of the company</li> </ul>
<b>B. Bidding documents</b>	
<b>ITB 7.1</b>	<b>Only for clarifying</b> , the address of The Purchaser is



	<p>Receiver: Mr.Nguyen Truong Giang – Director of KfW8 NPMU.  Management Board for Forestry Projects – KfW8 NPMU  Address: Room no.603/6th Floor, Building 2, Office Complex of the  Ministry of Agriculture and Rural Development, No.16 Thuy Khue, Tay  Ho, Hanoi City, Vietnam  ZIP code: 084  Phone: 84-24-37286237. Fax: 84-24-37286236.  Email: <a href="mailto:kfw8npmu@gmail.com">kfw8npmu@gmail.com</a></p>
<b>C. Preparing Bids</b>	
<b>ITB 10.1</b>	The language of the tender are: English and Vietnamese (If there is a discrepancy between the tender English and Vietnamese, the English version shall prevail). All supplementary documents attached to the Bid Documents may be different in language from the the Bid Documents but they must be accompanied by an accurate translation into the language of Bid Documents.
<b>ITB 11.2 (i)</b>	Bidder shall have to submit the supplemented documents attached with Technical bid, consisting of: (i) documents listed in Chapter 1 – instructions to Bidder – item 11.1; (ii) certified copies on the legal status of Bidder; (iii) original catalogue of the cars offered.
<b>ITB 11.3 (c)</b>	The documents shall be submitted together with Technical bid including: not applicable
<b>ITB 12.2</b>	The unit price and units in The Supplier quotation must be typed or written in block letter. The quotation might be considered to be irresponsible if not implementing above requirements
<b>ITB 13.1</b>	No alternative Bid is accepted.
<b>ITB 14.5</b>	Incoterms version is: 2010
<b>ITB 14.6</b>	<p>Bidder shall take responsibility for completing all related procedures for the Purchaser to carry out procedures for registration and circulation of goods</p> <p>Warehousing fees: The Purchaser will only bear the costs of warehousing from the date the Bidder completing all necessary procedures for the registration and circulation of goods and delivery notice to the Purchaser in writing</p>
<b>ITB 14.6(a) (i)</b>	<p>For the goods offered from the nation of The Purchaser, Bidder shall have to give quotation applying following Incoterms: The bid price shall be EXW price added with local transport costs, insurance and attached services to take the goods to its destination, which is:</p> <p>Management Board for Forestry projects – KfW8 NPMU</p>

	Address: Building 2, Office Complex of the Ministry of Agriculture and Rural Development, No.16 Thuy Khue, Tay Ho, Hanoi City, Vietnam
<b>ITB 14.6 (b) (i)</b>	For the goods offered outside the nation of The Purchaser, Bidder shall have to give quotation using Incoterms as follows: the bid price shall be CIF price (In addition, the Bidder is responsible for completing the relevant procedures so that vehicles can be transferred to the utilization unit.)
<b>ITB 14.6 (b) (ii)</b>	In addition, Bidder shall give price offer to the goods outside the nation of The Purchaser in accordance with the following Incoterm: Not applicable
<b>ITB 14.7</b>	The bid price of the Bidder is: fixed price
<b>ITB 14.8</b>	Bidder shall have to give price to 100% of cars stated in the bid package
<b>ITB 19.1</b>	Bidder has to attach its Bid with the documents evidencing capacity, experience as regulated in chapter 3, Standards on evaluation and competency: Applicable
<b>ITB 19.2</b>	<p>Bidder must attach with its Bid the original letter of authorization of the manufacturer, the sales authorization letter of distribution agent and supplemente the documents evidencing that the agent is assigned by the manufacturer to distribute authentic cars: applied to this project as follows:</p> <p>The Bidder must have a genuine warranty in Vietnam or a written agreement with a genuine warranty in Vietnam willing to perform the Bidder's obligations in respect of warranty, maintenance, repair and supply of spare parts for products supplied by the Bidder.</p> <p>The place of warranty - the warranty agency must have a clear address and is genuine warranty basis.</p> <p>The Bidder must provide a manufacturer's power of attorney. Power of attorney must be effective during the bidding process and performance of the contract if they are winner.</p>
<b>ITB 19.3</b>	Bidder shall have to attach with the Bid proof that Bidder shall be represented by an Agent at The Purchaser's nation: Not applicable
<b>ITB 20.1</b>	The effective period of the bid is 180 days from the deadline of the Bid
<b>ITB 21.1</b>	<p>The Bid Security is required</p> <p>The Bid commitment is not required</p> <p>Bid Securty must be executed as per the form of Bid Security of bank as regulated in Chapter IV, the Bid forms</p> <p>Value and currencies of Bid Security is:</p> <p>Value: EUR 9.000 (nine thousand Euro) or</p>

	VND 225.000.000 (Two hundred and twenty five million Vietnam dong).
<b>ITB 21.2</b>	Bidders that do not meet the conditions of time required by the Bidding Documents will: Not applicable
<b>ITB 21.4</b>	Bidders who are not accompanied by a bid security, The Bidding Invitation party might reject the Bid not meeting the requirements of the bidding documents. However, if the Bidder submits a bid security is not guaranteed on the form, the amount or period of validity of the bid security, The Bidding Invitation party shall require Bidders to submit bid security in accordance with the request of bidding documents within 15 days from receipt of the written request of The Bidding Invitation party. If the Bidder fails to provide bid security at the request of The Bidding Invitation party within the period prescribed, shall be disqualified bids
<b>ITB 22.1</b>	Apart from the original of Bid, the quantity of the copies is :5 (five) copies
<b>ITB 22.2</b>	Confirm authorized to sign on behalf of the Bidder shall include: <ul style="list-style-type: none"> <li>- Power of attorney or other document evidencing the authority of the person signing Bids.</li> <li>- In case of Bids submitted by a joint venture is established or about to, a commitment signed by all the parties to: (i) stating that all parties shall have the same subject shall be jointly and severally, and (ii) to nominate a representative who shall have the authority to perform all transactions to and represent any and all parties to the joint venture in the process Bidding Documents and implementation of the contract if the contract is awarded to the joint venture</li> </ul>
<b>D. Bid submission and opening</b>	
<b>ITB 23.1</b>	Bidder shall not electronically submit Bid
<b>ITB 23.1 (b)</b>	If Bidder chooses to electronically submit Bid, then it must abide by the procedures for submission of electrical bid as follows: Not applicable
<b>ITB 23.2 (c)</b>	Determining of this procurement process is: “One-phase method with two dossier-bags”
<b>ITB 24.1</b>	<b>Only for clarifying,</b> the address of The Purchaser is Receiver: Mr. Nguyen Truong Giang – Director of KfW8 NPMU. Management Board for Forestry projects – KfW8 NPMU Address: Room no.603/6th Floor, Building 2, , No.16 Thuy Khue, Tay Ho, Hanoi City, Vietnam ZIP code: 084 Phone: 84-24-37286237. Fax: 84-24-37286236.
<b>ITB 24.1</b>	Deadline for Bid submission is:

	Date: <b>03/8/2018</b> (the forty fifth day since the first day issuing Bidding Documents) Vietnam time: 10:00 GMT+07:00
<b>ITB 27.1</b>	<b>The opening ceremony of Technical bid shall be held at:</b> Management Board for Forestry projects – KfW8 NPMU Address: Room no.604/6th Floor, Building 2, No.16 Thuy Khue, Tay Ho, Hanoi City, Vietnam ZIP code: 084 Phone: 84-24-37286237. Fax: 84-24-37286236  On: <b>03/8/2018</b> Vietnam time: 10:10 GMT+07:00
<b>ITB 27.1</b>	The electronic bid opening procedure shall be as follows: not applicable
<b>ITB 27.6</b>	All representatives of the bidder who attend the bid opening ceremony shall sign in the Bid Application and Technical bid
<b>ITB 27.11</b>	All representatives of the bidder who attend the bid opening ceremony shall sign in the Bid Application and Bidding Price Quotation
<b>E. Evaluation and comparison of Bids</b>	
<b>ITB 37.1</b>	The bid price in the Bids in different currencies shall be converted into: Vietnam dong (VND)  The source of exchange rate shall be: Transaction Office of Vietnam Bank for Agriculture and Rural Development  The date applying exchange rate: 07 days before bid opening date.
<b>ITB 38.1</b>	Preferential margin (local incentive) shall not be applied
<b>F. Contract awarding</b>	
<b>ITB 42.1</b>	The award of the contract is subject to KfW's no objection to the evaluation and final contract draft.
<b>ITB 43.1</b>	The percent value of the increase volume: not applicable  Maximum percentage value of the decrease value: not applicable

## **Chapter III. Capacity and evaluation criteria**

### **Evaluation criteria**

#### **1. Evaluation criteria**

Technical standards specified the minimum level in detail on techniques for the related goods and services must comply with Chapter VI, supply schedule. Whenever possible, these criteria must be assessed on the principle (Pass or Fail), with a minimum acceptable level for each criteria as listed.

The cost of all quantifiable deviations or deficiencies from the technical requirements prescribed in Chapter VI, supply schedule, will be evaluated. The Purchaser will conduct a specific assessment for the cost of deviations or deficiencies to ensure a fair comparison of bids.

#### **2. Capacity standard:**

Bidders must meet the capacity standards as prescribed by the procuring entity on the basis of passing or failing. Unless, there are other specific regulations, the legal entities include the contractors and their parent companies, subsidiaries or branches of the contractor must meet these criteria.

### **Section 1: Proposal criteria**

The following standards are used to evaluate the criteria that proposed by the contractors:

#### **2.1 Validity/eligibility**

(i) The sufficient condition is that the bidders who participate in bidding must specify the nationality, conflict of interest, actual situation as state owned enterprise and the sanctions or other international organizations

(ii) The contractor's Bid Documents are considered as valid as long as they fully satisfy the following requirements:

a) There is an original bid;

b) There is a bid application that signed and stamped (if any) by the legal representatives of contractors as required in the bidding documents. For the consortium, the bid application must be signed and stamped (if applicable) by the legal representative of each member of the consortium or the head of the consortium on behalf of the consortium to sign the bid application as agreed in the consortium agreement;

c) The execution schedule is stated in the bid application must be consistent with the Technical bids and meet the required time in the bidding documents;

d) The validity term of the bids must meet the requirements as prescribed in ITB 20.1;

- d) There is a tender guarantee not violate one of the cases as specified in ITB 21.1;
- e) There is no name in two or more the bids as the main contractor (independent contractor or a member of the consortium) for the same package. In case that the package divided into many independent items, the contractor does not have the name in two or more tenders as the main contractor for the items that bidder has participate in;
- g) There is a consortium agreement signed and stamped (if any) by the legal representative of each member of the consortium and the consortium agreement must state the specific jobs and the corresponding estimated values that each member of the consortium will perform;
- h) The contractor shall have the performance commitment applied under the forms of Chapter IV (The forms in the bidding documents).

The contractor who has a valid bids will be considered and evaluated to the technical capacity and experience

## **2.2 Experience and Technical Capacity**

### **2.2.1 Experience to perform contracts**

Successful implementation or most of work as the major Bidder (independent or member of a joint venture) within the last 7 years (up to the closing bid), at least 03 contracts to supply vehicles for projects/organizations, in which at least 01 contracts with the value of VND 10,850,000,000 or EUR 434,000 with similar nature, and complexity as well as scope of supply described in Chapter VI of Supply Schedule.

The bidder must submit with their bidding documents the notarized copies of: contracts, handover minutes or minutes of pre-acceptance test, or the minutes of contract liquidation.

### **2.2.2 Technical capacity**

Bidders must demonstrate that they have sufficient personnel for key positions to meet the following requirements:

- a) Managers with minimum of 3 years of work experience: 01 Bachelor of Economic Management and 01 Bachelor of Business Administration.
- b) Technical officers with minimum of 3 years of work experience: 01 Automobile engineer and 01 Machine Mechanical engineer.

Bidders must submit with their bidding documents (notarized during 06 months up to deadline for bid submission) to demonstrate the capacity and experience of human resources (human resources experience is counted from the date that the officers participate to premiums social insurance in the bidder):

- + Valid labor contract.
- + University's degree
- + A written confirmation of the insurance agency certifying that the bidder participate to premiums social insurance for those officers at least 03 years before the deadline for submission 01 months).
- + Copies of social insurance book.

## **2.3 Financial situation**

To be awarded the contract, the contractor must meet the following minimum criteria, if not the contractor will be rejected:

### **2.3.1 Financial statements in recent years**

(i) Financial Statements from 2015 to 2017 must be submitted to prove healthy financial status of the bidders.

(ii) Net Asset Value of the bidders in the last year must be positive.

Contractor's operations must be profitable in the last 3 years (2015, 2016, 2017).

In order to compare with the data that declared by the bidder, the bidder must submit the financial reports and the notarized copies of one of the following documents:

Minutes of tax inspection in the last 3 fiscal years (2015, 2016, 2017);

Declaration of tax finalization (Value Added Tax and Corporation Income Tax) verified by Tax Agency about the time submitting declaration in the last 3 fiscal years (2015, 2016, 2017);

A written confirmation of Tax Management Agency (confirmation of the amount submitted thorough year) on the implementation of tax obligation in the last 3 fiscal years (2015, 2016,2017);

Audit report.

### **2.3.2 Scale of operation**

(i) The contractor shall have at least 03 years of experience in providing the related goods and services.

(ii) The contractor shall have an average annual turnover in the last 03 years (2015, 2016,2017), minimum: VND 23,250,000,000 or EUR 930,000 (in words: Twenty three billion two hundred and fifty million Vietnamese dong or Nine hundred and thirty thousand Euro).

To be continued to review and assess Price Bid, the Bidder must prove to meet the requirements of the following contents:

## **2.1 Eligibility**

## **2.2 Experience and technical capacity**

## **2.3 Financial situation**

## Section 2: Specific requirements of evaluation criteria

### 2.1 Eligibility

#### 2.1.1 Eligibility

Standard	Compliance requirements			Document	
Requirement	Independent Unit	Consortium			Requirement of document submission
		All members	Each member	One member	

##### 2.1.1.1 Nationality

Nationality in accordance with Article 4.2 ITB	Have to meet requirements	Have to meet requirements	Have to meet requirements	Not apply	Technical bid; Form ELI –1 and ELI – 2
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##### 2.1.1.2 Conflict of interest

There is no conflict of interest under Article 4.3 ITB	Have to meet requirements	Have to meet requirements	Have to meet requirements	Not apply	Technical bid
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##### 2.1.1.3 State enterprises

Contractor must meet the conditions in Article 4.4 ITB.	Have to meet the requirements	Have to meet the requirements	Have to meet the requirements	Not apply	Technical bid; Form ELI –1 and ELI –2
---------------------------------------------------------	-------------------------------	-------------------------------	-------------------------------	-----------	---------------------------------------

##### 2.1.1.4 UN conditions

Not declared illegal by resolution of the Safety Committee of the United Nations, as described in Article 4.6 ITB	Have to meet the requirements	Have to meet the requirements	Have to meet the requirements	Not apply	Technical bid
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### 2.1.1.5 Unresolved disputes

Contractor is in the waiting process of claim, the arbitrator's decision will not be applied.<sup>1</sup>

Standard	Compliance requirements			Document	
Requirement	Independent Unit	Consortium			Requirement of document submission
		All members	Each member	One member	
All claims/disputes resolution that have not been resolved and the arbitrator, if any, will be treated as resolved against the contractors and the total value does not exceed 100% of the net worth of the contractor calculated by the difference between total assets and total liabilities.	Have to meet the requirements	Not apply	Have to meet the requirements	Not apply	Form LIT - 1

**2.1.2. Eligibility:** Satisfies the requirement in Clause 2.1, Section 1, Chapter III

## 2.2 Experience and technical capacity

### 2.2.1 Experience to perform contracts

Standard	Compliance requirements			Document	
Requirement	Independent Unit	Consortium			Requirement of information
		All members	Each member	One member	
Successful implementation or most of work as the major Bidder (independent or member of a joint venture) within the last 7 years (up to the	Have to meet the requirements	Have to meet the requirements	Not apply	Not apply	Form EXP -1

<sup>1</sup> The Purchaser can choose to apply the criteria on the basis of the exception. If The Purchaser choose to apply this criteria, then referred to "apply" and use the below table.

<p>closing bid), at least 03 contracts to supply vehicles for projects/organizations, in which at least 01 contracts with contract value at VND 10,850,000,000 or EUR 434,000 with similar nature, and complexity as well as scope of supply described in Chapter VI of Supply Schedule.</p> <p>The bidder must submit with their bidding documents the notarized copies of: contracts, handover minutes or minutes of pre-acceptance test, or the minutes of contract liquidation.</p>					
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### 2.2.2 Technical capacity

Standard	Compliance requirements			Document	
Requirement	Independent Unit	Consortium			Requirement of document submission
		All members	Each member	One member	
<p>Bidders must demonstrate that they have sufficient personnel for key positions to meet the following requirements:</p> <p>b) Managers with minimum of 3 years of work experience: 01 Bachelor of Economic Management and 01 Bachelor of Business</p>	<p>Have to meet the requirements</p>	<p>Have to meet the requirements</p>	<p>Not apply</p>	<p>Not apply</p>	<p>Form EXP -2</p>

<p>Administration.</p> <p>b) Technical officers with minimum of 3 years of work experience: 01 Automobile engineer and 01 Machine Mechanical engineer.</p> <p>Bidders must submit with their bidding documents (notarized during 06 months up to deadline for bid submission) to demonstrate the capacity and experience of human resources (human resources experience is counted from the date that the officers participate to premiums social insurance in the bidder):</p> <ul style="list-style-type: none"> <li>+ Valid labor contract.</li> <li>+ University's degree</li> <li>+ A written confirmation of the insurance agency certifying that the bidder participate to premiums social insurance for those officers at least 03 years before the deadline for submission 01 months).</li> <li>+ Copies of social insurance book.</li> </ul>					
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## 2.3 Financial situation

### 2.3.1 Financial Statements

Standard	Compliance requirements			Document	
Requirement	Independent Unit	Consortium			Requirement of document submission
		All members	Each member	One member	
Submit the audited financial statements or, if not required by the law of the nationality where the contractor is operating and other financial statements must be acceptable to The Purchaser, in 03 past years to prove the correctness of the financial situation of the contractor. At a minimum, the asset value of the contractor for the past year is calculated as the difference between total assets and total liabilities should be positive.	Have to meet the requirements	Have to meet the requirements	Not apply	Not apply	Form FIN - 1

### 2.3.2 Scale of operation (average annual revenue)

Criteria	Compliance requirements			Document	
Requirement	Independent Unit	Consortium			Requirement of document submission
		All members	Each member	One member	
The average minimum revenue is VND 23,250,000,000 annually or EUR 930,000 is calculated by the total received payments of the	Have to meet the requirements	Have to meet the requirements	Have to meet the requirements	Have to meet the requirements	Form FIN - 2

contractor for the completed contracts or being implemented in 03 years (2015, 2016, 2017).					
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### 3. Economic Evaluation

Economic criteria are applied when evaluating a Bid to determine the lowest evaluated Bid. These criteria are the bid price and other factors expressed in monetary terms such as those related to characteristics, performance, and terms and conditions of the purchase of the goods. The monetary values of the factors provide the adjustment of the bid price for comparison purposes.

The bid price is stated in the bid application must be specific, fixed in number and words and must be consistent with the total bid price stated in the summary of bid price, not to propose different bid prices or together with the detrimental conditions to the procuring entity;

#### 3.1 Adjustment for Scope

##### 3.1.1 Local Handling and Inland Transportation: Not applicable

##### 3.1.2 Minor Omissions or Missing Items

The cost of small omissions or missed items in the scope of supply and services, .. will have to be added to the bid price to compare on the basis of equality. The price adjustment should be based on a reasonable estimation of cost that performed by a bidding experts' group to check the respective offer prices quoted from other bids accordingly. The price adjustment should be based on the respective fair value of missed items. The method used is to use the highest price offered by other contractors for this item.

#### 3.2 Adjustment for Deviations from the Terms of Payment

These discrepancies/adjustments in comparison with the payment term set out in the specific conditions of the contract, SCC Section 16.1, is not allowed.

#### 3.3 Adjustment for Deviations in the Delivery and Completion Schedule

The adjustment of the delayed delivery schedule in comparison with the delivery and completion schedule is shown in Chapter VI – Supply schedule, is not allowed.

#### 3.4 Operating and Maintenance (O&M) Costs: Not applicable

#### 3.5 Spare Parts

List of spare parts and the attached number of devices are stated in Chapter VI, Supply schedule, will be included in the list of evaluation of bids. The proposals for the suppliers of spare parts will not be considered during the evaluation of bids.

#### 3.6 Performance and Productivity of the Goods: Not applicable

**3.7 Multiple Lots (Contracts):** Not applicable.

**3.8 Margin of Preference:** Not applicable.

## **Chapter IV. Forms of Bids**

### **Forms**

<b>Bid application (under Technical bid) .....</b>	<b>48</b>
<b>Declaration of Undertaking.....</b>	<b>50</b>
<b>Bid Application (under Price Bid).....</b>	<b>51</b>
<b>Offer Price for goods offered within the country of The Purchaser.....</b>	<b>53</b>
<b>Offer Price for the related services are offered from outside and inside the country of The Purchaser.....</b>	<b>55</b>
<b>Bid Security Form .....</b>	<b>56</b>

## Bid Application (under Technical bid)

**-- Note --**

*The Bidder must accomplish the Technical Bid Submission Sheet on its letterhead clearly showing the bidder's complete name and address.*

Date: \_\_\_\_\_  
 ICB No. \_\_\_\_\_  
 Letter of bid invitation No. \_\_\_\_\_  
 Replacement Bid No. \_\_\_\_\_

To: \_\_\_\_\_

We, the undersigned, declare that:

- a) We have carefully considered the bidding documents including appendixes under the instructions for contractors in Article ITB 8\_;
- b) We offer the supply price under the bidding documents and schedule as stated in Chapter VI – Supply schedule, the related goods and services as follows (brief description about goods and related services);
- c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of . . . . [insert validity period as specified in ITB 20.1 of the BDS] . . . . days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- d) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.2.
- e) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3.
- f) We are not participating, as a Bidder in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative offers in accordance with the Bidding Document.
- g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the KFW, under the Purchaser's



country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council.

- h) [We are not a government-owned enterprise] / [We are a government-owned enterprise but meet the requirements of ITB 4.5].<sup>2</sup>
- i) We agree to permit KFW or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by KFW.

Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Legally authorized to sign the bids and on behalf of \_\_\_\_\_

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

## DECLARATION OF UNDERTAKING

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present tendering process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the corresponding Guidelines<sup>(1)</sup>.

We also underscore the importance of adhering to environmental and social standards in the implementation of the project. We undertake to comply with applicable labour laws and the Core Labour Standards of the International Labour Organization (ILO) as well as national and applicable international standards of environmental protection and health and safety standards.

We will inform our staff of their respective obligations and of their obligation to fulfil this declaration of undertaking and to obey the laws of The Socialist Republic of Vietnam.

We also declare that our company/all members of the consortium has/have not been included in the list of sanctions of the United Nations, nor of the EU, nor of the German Government, nor in any other list of sanctions and affirm that our company/all members of the consortium will immediately inform the Client and KfW if this situation occurs at a later stage.

We acknowledge that, in the event that our company (or a member of the consortium) is added to a list of sanctions that is legally binding on the Client and/or KfW, the Client shall be entitled to exclude us/the consortium or, if the contract is awarded to our company/the consortium, to immediately cancel such contract if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion from the tender procedure occurs after the Declaration of Undertaking has been issued.

.....	.....	.....
(Place)	(Date)	(Name of company)
		..... (Signature(s))

**Note:**

(1) See "Guidelines for the Assignment of Consultants in Financial Cooperation with Partner Countries" and "Guidelines for Procurement of Goods, Works and associated Services in Financial Cooperation with Partner Countries".

## Bid Application (under Price Bid)

**- Note -**

*The Bidder must accomplish the Price Bid Submission Sheet on its letterhead clearly showing the bidder's complete name and address.*

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

International Competitive Bidding (ICB) No.: \_\_\_\_

Invitation for Bid (IFB) No.: \_\_\_\_\_

Alternative No.: \_\_\_\_\_

To: *[insert complete name of the purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including the Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section 6 (Schedule of Supply), the following Goods and Related Services: . . . *[insert a brief description of the goods and related services]* .  
..
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is

*[amount of foreign currency in words], [amount in figures], and [amount of local currency in words], [amount in figures]*

*The total bid price from the price schedules should be entered by the Bidder inside this box. Absence of the total bid price in the Price Bid Submission Sheet may result in the rejection of the bid.*

- (d) The discounts offered and the methodology for their application are as follows:

Discounts: If our Bid is accepted, the following discounts shall apply: . . . . . *[specify in detail each discount offered and the specific item of the Schedule of Supply to which it applies]* . . .

..

Methodology of Application of the Discounts: The discounts shall be applied using the following method: . . . . . *[specify in detail the method that shall be used to apply the discounts]* . . . . .

- (e) Our bid shall be valid for a period of . . . . . *[insert validity period as specified in ITB 20.1 of the BDS]* . . . . . days from the date fixed for the submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

(f) If our Bid is accepted, we commit to obtain a Performance Security in the amount of . . . . . [specify a figure between 5% and 10%, which should be consistent with that of SCC 18.1] . . . . . percent of the Contract Price for the due performance of the Contract.

(g) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:<sup>3</sup>

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	-	_____

(h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

(i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

(j) We agree to permit KFW or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by KFW.

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

<sup>3</sup> If none has been paid or is to be paid, indicate "None."

**OFFER PRICE**  
for goods offered within the country of The Purchaser

Name of contractor \_\_\_\_\_ IFB No. \_\_\_\_\_ Page \_\_\_\_\_ of total page \_\_\_\_\_

1	2	3	4	5	6	7	8	9
Item	Description of goods	Origin	Domestic value calculated by percentage	Quantity and Unit	Unit price EXW	Total price EXW for each item	Sales tax and other taxes for each item	Total price for each item including all taxes
1	2	3	4	5	6	$7 = 5 \times 6$	8	$9 = 7 + 8$
<b>Total value</b>								

**Notes:**

Column 4: Under the provisions of preferential range in Article ITB 38, if applicable.

Domestic value including domestic labor, domestic part of raw materials, domestic management costs and profit from the exploitation phase of raw materials until the final assembly.

Column 6: Under the provisions in Article ITB 14

Currency in accordance with the provisions in Article ITB 15

The offer price will include all customs duties, sales tax and other taxes already paid or will be paid for items and raw materials that used for the manufacture and assembly of the items being offered or customs duties, sales tax and other taxes paid for the imported items.

Column 8: Must be paid in the country of The Purchaser if the contract is awarded

Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Legally authorized to sign the bids and on behalf of \_\_\_\_\_

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

**OFFER PRICE**  
for goods offered outside the country of The Purchaser

Name of contractor \_\_\_\_\_ IFB No. \_\_\_\_\_ Page \_\_\_\_\_ of total page \_\_\_\_\_

<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
Item	Description of goods	Origin	Quantity and Unit	Unit price CIF (...) or CIP (...)	Unit price FOB (...) or FCA (...)	Total CIF or CIP for each item	Total FOB or FCA for each item
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7 = 4 x 5</b>	<b>8 = 4 x 6</b>
<b>Total value</b>							

**Note:**

Column 5 & 6 : Under the regulation of Incoterm in Article ITB 14

Currency in accordance with the provisions in Article ITB 15

Column 6: Only applicable when The Purchaser wants to use the delivery transport and insurance for domestic companies or other authorized units. The determination of the tender with the lowest evaluation price will be based on CIF or CIP, but The Purchaser can sign contract under FOB or FCA and arrange shipping and/or insurance.

Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Legally authorized to sign the bids and on behalf of \_\_\_\_\_

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

**OFFER PRICE**  
**for the related services are offered from outside and inside**  
**the country of The Purchaser**

Name of contractor \_\_\_\_\_ IFB No. \_\_\_\_\_ Page \_\_\_\_\_ of total page \_\_\_\_\_

1	2	3	4	5		6	
Item	Descripti on of goods	Origin	Quanti ty and Unit	Unit price		Total amount for each item	
				(a)	(b)	(a)	(b)
				Domestic currency	Foreign currency	Domestic currency	Foreign currency
1	2	3	4	5(a)	5(b)	6(a) = 4 x 5(a)	6(b) = 4 x 5(b)
<b>Total value</b>							

**Note:**

Column 5&6: Currency in accordance with the provisions in Article ITB 15

The price will be offered including all customs duties, sales tax and other taxes applicable in the country of The Purchaser and must pay for the relevant services, if the contractor is awarded the contract.

Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Legally authorized to sign the bids and on behalf of \_\_\_\_\_

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

## **Bid Security Form Bank Guarantee**

*[Insert name of Bank, address or branch to issue]*

*Beneficiary: [Insert name and address of Buyer]*

*Date: [Insert date]*

### **BID SECURITY *[insert number]***

We are informed that *[insert name of contractor]* (hereinafter called as "the Contractor") has submitted the bids *[insert date]* (hereinafter called as "the Bids") for the implementation *[insert name of contract]* under invitation for bid. *[Insert number of IFB]* ("Number of IFB").

Furthermore, we understood that, in accordance with the bidding documents, the bids must be submitted together with a bid security.

At the request of the contractor, we *[insert name of Bank]* commit to certainly pay to the Beneficiary an amount or amounts not to exceed a total amount of *[insert amount in number and in words]* upon receipt of your written request and accompanied one of written statements that the contractor has violated the obligations under the conditions of the bidding documents as follows:

- (a) Withdrawal of his bids during its is valid and stated clearly by the contractor in the Technical bid and Price Bid; or
- (b) Not accept the correction according to the instructions to the bidders (hereinafter referred to as "ITB"); or
- (c) To be informed by The Purchaser on acceptance of bids when the bids is valid that (i) not sign or refuse to comply with the terms of the contract, or (ii) fail to submit or refuse to provide a performance security as stipulated in ITB.

This security will expire: (a) if the contractor is successful, when we receive a copy of contract has been signed by the contract and performance security was issued under the guidance of the contractor; and (b) if the contractor is not successful, depending on whichever comes first, (i) we received a copy of your notice sent to the contractor indicating the name of the successful bidder; or (ii) twenty-eight (28) days after the expiration date of the bids of the contractor. Therefore, any proposal regarding payment guarantee will be received at our office at the time or before the above-mentioned date.



This guarantee is subject to the uniform rules for guarantee according to the requirement, ICC Publication No. 458.

Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Legally authorized to sign the bids and on behalf of \_\_\_\_\_

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

**-- Note --**

*In the case of consortium, the bid security must have the names of all members of the consortium*

### Qualification of the contractor

Level and qualification of the contractor to perform the contract in accordance with the provisions of Chapter III (Criteria for assessing capacity), the contractor shall provide the information requested in the following written declaration.

#### **Form ELI - 1: Declaration of the contractor's information**

Information of the contractor	
Name of the contractor	
Name of the members of the consortium in case of the consortium	
Country of the contractor	
Year of establishment of the contractor	
Address of the bidder	
Authorized representative of the contractor (Name, address, tel, fax, email address)	
<p><b>Attach copies of the following documents:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 1. In case of single entity, the charter established by the national constitution of the contractor named above in line with ITB 4.1 and ITB 4.2</li> <li><input type="checkbox"/> 2. Authorized representative for the company or consortium named above in line with ITB 22.2</li> <li><input type="checkbox"/> 3. In the case of consortium, the consortium agreement in line with ITB 4.1</li> <li><input type="checkbox"/> 4. In the case of state-owned enterprises, any other documents are not mentioned in paragraph 1 above shall comply with ITB 4.4</li> </ul>	

**Form ELI - 2: Information of members of the consortium**

Each consortium member must complete a separate form

<b>Information of Consortium</b>	
<b>Name of the contractor</b>	
Name of the consortium member	
Country of the consortium member	
Year of establishment of the consortium member	
Address the consortium member	
Information of authorized representative of the consortium (Name, address, tel, fax and email address)	
<p><b>Attach a copy of the following documents:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 1. Charter of establishment of members in ITB 4.1 and ITB 4.2</li> <li><input type="checkbox"/> 2. Authorized representative for the company or consortium named above in line with ITB 22.2.</li> <li><input type="checkbox"/> 3. In the case of state-owned enterprises, the the legal and financial reports must be compliance with commercial law, in accordance with ITB 4.4</li> </ul>	

**Form LIT – 1: Lawsuit has been resolving**

Each contractor must fill out this application form under Section 2.1.2 - Chapter 3 (Evaluation standards for capacity) to describe any lawsuit has been resolving.

In case of consortium, each member of the consortium must fill out this application form and provide the names of members of the consortium are as follows:

The member of the consortium: \_\_\_\_\_

<b>Lawsuit has been resolving</b>			
<p><b>Choose one of the following information:</b></p> <p><input type="checkbox"/> No lawsuit has been resolving</p> <p><input type="checkbox"/> Hereinafter is a description of lawsuits has been resolving that the contractor is a party (or each member of the consortium if being the consortium)</p>			
<b>Year</b>	<b>Disputes</b>	<b>Value of lawsuits has been resolving in USD</b>	<b>Ratio of value of lawsuit has been resolving in comparison with net asset value</b>

**Form EXP - 1: Similar contracts have been performed by contractor**

Fill the information for each contract

The similar contracts have been performed by the contractor	
Contract No. . . . . .....	Contract Identification
Date of signing	Date of completion
Role of contract	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Supplier <input type="checkbox"/> Subcontractor
Contract value	\$
If being the member of the consortium or subcontractor, specify the value of contract that has been performed by the contractor	Specify the percentage of the total contract price  Amount:
Name of The Purchaser  Address  Tel/Fax  E-mail	
Description of similar nature as defined in Section 2.2.1 of Chapter III	

**Note:** The bidder must submit with their bidding documents the notarized copies of: contracts, handover minutes or minutes of pre-acceptance test, or the minutes of contract liquidation. The Purchaser has right to request the contractor to provide the original contracts to compare with the notarized contracts if necessary. In case The Purchaser has requirement

but the contractor does not provide the original contracts for comparison, The Purchaser will evaluate the notarized contracts that have no value as the similar contracts have been doing.

## Form EXP - 2: Technical capacity of the contractor

### PROPOSED KEY PERSONNEL

- For each job position defined in this form, the contractor must declare the details in the following form:

- The contractor must declare the key personnel with appropriate capacity to meet the requirements as specified in Section 2.2.1 of Chapter III and may be willing to mobilize to the package; the personnel are mobilized to other packages will not be declared in this package if the working time coincides with this package. If the declaration is untrue, the contractor will be regarded as cheating.

1	Job title: <i>[specify the job title as assumed in the package]</i>
	Name: <i>[specify name of key personnel]</i>
2	Job title: <i>[specify the job title as assumed in the package]</i>
	Name: <i>[specify name of key personnel]</i>
3	Job title:
	Name:
4	Job title:
	Name:
5	Job title:
	Name:

### CURRICULUM VITAE OF KEY PERSONNEL

The contractor shall provide all information under the following requirement and must enclose the certified copies of diplomas and relevant certificates.

Position		
Information of personnel	Name	Date of birth:
	Qualification:	
Current job	Name of the employer:	
	Address of the employer:	
	Tel:	Contact person (manager/officer in charge of human resources):
	Fax:	E-mail:
	Title:	Number of working years for the current employer:

**PROFESSIONAL EXPERIENCE**

Summary of professional experience is in the order of time from the present to previous times. Specify the professional experience and management experience specifically relating to the package.

<b>From</b>	<b>To</b>	<b>Company/Project/Position/Professional experience and related management</b>



**Form FIN - 1: Financial situation of the contractor**

Each contractor must declare under this form

In case of the consortium, each member of the consortium shall declare as follows:

Member of the consortium: \_\_\_\_\_

<b>Financial data for year ___ [EUR]</b>		
<b>Year 1:</b>	<b>Year 2:</b>	<b>Year ___:</b>

**Information from Balance Sheet**

<b>Total assets (TA)</b>			
<b>Total liabilities (TL)</b>			
<b>Net asset value = TA-TL</b>			
<b>Current assets (CA)</b>			
<b>Current liabilities (CL)</b>			
<b>Working capital = CA - CL</b>			

<b>Recent working capital</b>		Working capital in recent years and switch to line 1 FIN- 3; in case of the consortium, corresponding to each member of the consortium FIN-3
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**Information from the report of business results**

<b>Total revenue</b>			
<b>Profit before tax</b>			
<b>Profit after tax</b>			

- Attached is a notarized copy of financial statements (Balance sheet includes all relevant notes and reports of business results) for three recent years as described above, comply with the following conditions:
- Unless there are other provisions in Chapter 3 of the bidding documents, all documents stated the financial situation of the contractor without the financial situation of the parent company or subsidiary or affiliate of the contractor.
  - The financial statements are audited according to the regulations.
  - The financial statements must be completed including the notes of the financial statements.
  - The financial statements must correspond to accounting the completed and audited periods (in case of no statements will be requested to add or accept)

**Form FIN - 2: Scale of the contractor (average annual turnover)**

Each contractor must fill in this form

Providing of annual turnover of the contractor or the consortium members based on the invoices issued to the customers annually, converted into EUR under the exchange rate.

In case of consortium, the consortium members must be declared under the following contents:

The consortium member: \_\_\_\_\_

<b>Annual revenue in ..... recent years</b>			
<b>Year</b>	<b>Amount</b>	<b>Exchange rate</b>	<b>Equivalent to EUR</b>
<b>Average annual turnover (AAT)</b>			

## **Chapter V. Eligible nations**

All the nations considered to be qualified except for the nations being sanctioned by the United Nations Security Councils or Council of European Union or Government of Germany or Vietnam Government.

**Part 2 – The supply requirements****Chapter VI. The supply schedule****Table of content**

<b>1.</b>	<b>List of relevant goods and services .....</b>	<b>70</b>
<b>2.</b>	<b>Delivery schedule and completion .....</b>	<b>71</b>
<b>3.</b>	<b>Specifications .....</b>	<b>72</b>
<b>4.</b>	<b>Drawings .....</b>	<b>89</b>

## 1. List of relevant goods and services

<b>Bid number : 03HH-KFW8-NPMU</b>				
<b>Name of bid: Cars Procurement for Project</b>				
<b>No.</b>	<b>Names of relevant goods and services</b>	<b>Description</b>	<b>Calculation unit</b>	<b>Volume</b>
01	4WD vehicle 7-8 seats	4WD vehicle 7-8 seats for project KfW8	Unit	08
02	Pickup truck	Pickup truck, double cabin, 4WD $\geq$ 5 seats for project KfW8	Unit	13

## 2. Delivery schedule and completion

Delivery transport starts from \_\_\_\_\_.

No.	Description of relevant goods and services	Delivery schedule (estimate time)	Delivery location	Date of goods arrival as per requirements for completion date of relevant services
01	4WD vehicle 7-8 seats	Within 6 months from the signing date of contract	In case of import: HaiPhong city, Vietnam In case of locally supplied: Collective quarter No.2, 16 Thuy Khue, Tay Ho, Hanoi Vietnam	Within 6 months from the signing date of contract
02	Pick-up truck	Within 6 months from the signing date of contract	In case of import: HaiPhong city, Vietnam In case of locally supplied: Collective quarter No.2, 16 Thuy Khue, Tay Ho, Hanoi Vietnam	Within 6 months from the signing date of contract

**Note:-** The awarded bidder shall be responsible for handing over the goods to the delivery location and basic use instructions to The Purchaser.

- Bidder shall take responsibility for completing all related procedures for the Purchaser to carry out procedures for registration and circulation of goods

- Warehousing fees: The Purchaser will only bear the costs of warehousing from the date the Bidder completing all necessary procedures for the registration and circulation of goods and delivery notice to the Purchaser in writing

### 3. Specifications

3.1. The evaluation of the technical requirements of the goods shall comply with the criteria of "Pass"; or "Fail".

3.2. The contractor did not state the specific technical criteria that content merely copied the technical standard requirements as in the Bidding Documents have the seal  $\geq \leq > <$  also been rated as unsatisfactory on such technique standards.

3.3. Bids of bidders are evaluated as satisfactory when the technical aspect is assessed as achieving all the content requirements outlined below

**(i) 4 Wheel Drive 7-8 seat cars:**

No	Names of goods or relevant services	Unit	Technical description, specifications and standards	Responsiveness		
				Passed	Acceptable	Failed
<i>I</i>	<i>General information:</i>					
1	Types of supplied goods		4WD cars 7 - 8 seats	4WD cars 7 - 8 seats		Different from 4WD cars 7 - 8 seats
2	No. of vehicles	Car	08	08		< 08
3	Brand name		With clear brand name	With clear brand name		Without clear brand name
4	Model		With clear model	With clear model		Without clear model
5	Manufacturer		With clear manufacturer	With clear manufacturer		Without clear manufacturer



No	Names of goods or relevant services	Unit	Technical description, specifications and standards	Responsiveness		
				Passed	Acceptable	Failed
6	Original		All the nations considered to be qualified except for the nations being sanctioned by the United Nations Security Councils or Council of European Union or Government of Germany or Vietnam Government	Not the countries being sanctioned by the United Nations Security Councils or Council of European Union or Government of Germany or Vietnam Government		The countries being sanctioned by the United Nations Security Councils or Council of European Union or Government of Germany or Vietnam Government
7	Manufacturing year		2018 year onwards	2018 year onwards		Before 2018
8	Emission standards		At least Euro 4	At least Euro 4		Lower than Euro 4
<b>II</b>	<b>Specifications:</b>					
1	Steering wheel		Left hand drive (Left of the car), Power/Tilt & Telescopic steering column	Left hand drive (Left of the car), Power/Tilt & Telescopic steering column		Without Left hand drive (Left of the car), Power/Tilt & Telescopic steering column
2	Number of axle:		4 wheels drive (4WD)	4 wheels drive (4WD)		Different from 4 wheels drive (4WD)
3	Number of car doors:	door	05 doors (2 doors at both side, 01 door at the rear)	05 doors (2 doors at both side, 01 door at the rear)		Different from 05 doors (2 door at both side, 01 door at the rear)
4	No of seat	seats	7 to 8 seats (Separate front seat, the third seat row turning back to the front, might folded)	7 to 8 seats (Separate front seat, the third seat row turning back to the front, might folded)		Different from 7 to 8 seats (Separate front seat, the third seat row turning back to the front, might folded)

No	Names of goods or relevant services	Unit	Technical description, specifications and standards	Responsiveness		
				Passed	Acceptable	Failed
5	Ground clearance	mm	$\geq 215$	$\geq 215$		$< 215$
6	Minimum turning radius:	m	$\geq 5,7$	$\geq 5,7$		$< 5,7$
7	Fuel tank capacity	Liter	$\geq 87$	$\geq 87$		$< 87$
8	Transmission:		$\geq 5$ AT or MT	$\geq 5$ AT or MT		$< 5$ AT or MT
<b>III</b>	<b>Engine:</b>					
1	Engine type:	Cylinder	$\geq 4$	$\geq 4$		$< 4$
2	Camshaft		DOHC	DOHC		Different from DOHC
3	Number of valves:	pcs	$\geq 16$	$\geq 16$		$< 16$
4	Engine displacement	cc	$\geq 2,900$ for vehicles using diesel fuel or $\geq 2,690$ for gasoline-powered vehicles	$\geq 2,900$ for vehicles using diesel fuel or $\geq 2,690$ for gasoline-powered vehicles		$< 2,900$ for vehicles using diesel fuel or $< 2,690$ for gasoline-powered vehicles
5	Consumed fuel:		Diesel or gasoline	Diesel or gasoline		Different from Diesel or gasoline
6	Drive System:		4 Wheel Drive (4WD), Tosen Limited-Slip Differential.	4 Wheel Drive (4WD), Tosen Limited-Slip Differential.		Different from 4 Wheel Drive (4WD), Tosen Limited-Slip Differential.
7	Maximum output (SAE net)		$\geq 160/3250$ Hp/rpm	$\geq 160/3250$ Hp/rpm		$< 160/3250$ Hp/rpm

No	Names of goods or relevant services	Unit	Technical description, specifications and standards	Responsiveness		
				Passed	Acceptable	Failed
8	Maximum torque (SAE net)		$\geq 40.5 / 1500$ Kg-m / rpm for vehicles using diesel fuel or $\geq 25/3800$ Kg-m/rpm for gasoline-powered vehicles.	$\geq 40.5 / 1500$ Kg-m / rpm for vehicles using diesel fuel or $\geq 25/3800$ Kg-m/rpm for gasoline-powered vehicles.		$< 40.5 / 1500$ Kg-m / rpm for vehicles using diesel fuel or $< 25/3800$ Kg-m/rpm for gasoline-powered vehicles.
9	Fuel injection system		With	With fuel injection system		Without fuel injection system
10	Power socket		$\geq 2$ sockets	$\geq 2$ sockets		$< 2$ sockets
11	Electrical system		$\geq 12V$	$\geq 12V$		$< 12V$
<b>IV</b>	<b><i>Brake and safety equipment system:</i></b>					
1	Front and rear brakes:		Ventilated disc	Ventilated disc		Different from Ventilated disc
2	Handbrake:		With	With handbrake		Without Handbrake
3	Anti-lock brake system (ABS) with Electronic Brake Force Distribution (EBD) + Brake Assist (BA) + Anti-slip system (VSC) + Traction control system (TRC)		With	With Anti-lock brake system (ABS) with Electronic Brake Force Distribution (EBD) + Brake Assist (BA) + Anti-slip system (VSC) + Traction control system (TRC)		Without Anti-lock brake system (ABS) with Electronic Brake Force Distribution (EBD) + Brake Assist (BA) + Anti-slip system (VSC) + Traction control system (TRC)
4	Safety Air bags		With	With air bag for the driver and passenger		Without air bag for the driver and passenger
5	Anti-thief system:		Yes (Immobiliser)	With Anti-thief system (Immobiliser)		Without Anti-thief system (Immobiliser)

No	Names of goods or relevant services	Unit	Technical description, specifications and standards	Responsiveness		
				Passed	Acceptable	Failed
<b>V</b>	<b><i>Suspension:</i></b>					
1	Front suspensions:		Independent, double wishborn, coil spring, stabilizer bar or Multi-point connection	Independent, double wishborn, coil spring, stabilizer bar or Multi-point connection		Different from Independent, double wishborn, coil spring, stabilizer bar or Multi-point connection
2	Rear suspensions:		4-link type suspension, coil spring with stabilizer bar	4-link type suspension, coil spring with stabilizer bar		4-link type suspension, coil spring with stabilizer bar
<b>VI</b>	<b><i>Rims and tyres:</i></b>					
1	Tyres		Tubeless tyre	Tubeless tyre		Different from Tubeless tyre
2	Tyre size:		≥ 265/65R17 or ≥ 265/60R18	≥ 265/65R17 or ≥ 265/60R18		< 265/65R17 or < 265/60R18
3	Rim:		Alloy wheels	Alloy wheels		Different from Alloy wheels
<b>VII</b>	<b><i>Exterior:</i></b>					
1	Headlamps:		With, Hi & Low Halogen headlamps, fog lamps	With, Hi & Low Halogen headlamps or Multi-direction headlamps, fog lamps		Without, Hi & Low Halogen headlamps or Multi-direction headlamps, fog lamps
2	Rear lamps:		With, reversing lamps, high mount brake lamp and at two sides, turn signal lamps	With, reversing lamps, high mount brake lamp and at two sides, turn signal lamps		Without reversing lamps, high mount brake lamp and at two sides, turn signal lamps
3	Front windshield:		With (according to the standard of the producer)	With (according to the standard of the producer)		Without Front windshield (Different from the standard of the producer)

No	Names of goods or relevant services	Unit	Technical description, specifications and standards	Responsiveness		
				Passed	Acceptable	Failed
4	Outside rearview mirrors:		With, power rearview mirrors (driver and passenger sides)	With, power rearview mirrors (driver and passenger sides)		Without power rearview mirrors (driver and passenger sides)
5	Front and rear mudguards:		With	With Front and rear mudguards		Without Front and rear mudguards
6	Rear and side steps:		With	With rear and side steps		Without rear and side steps
7	Front and rear wipers and washers:		With (3 windscreen wipers: 2 front and 1 rear)	With (3 windscreen wipers: 2 front and 1 rear)		Without 3 windscreen wipers: 2 front and 1 rear
8	Antenna:		With	With Antenna		Without Antenna
9	Exterior color:		Standard colors of the manufacturer	Standard colors of the manufacturer		Different from Standard colors of the manufacturer
10	Front and rear bumper:		With	With front and rear bumper		Without front and rear bumper
<b>VIII</b>	<b>Interior:</b>					
1	Air-conditioner:	set	Dual Air conditioner, two-ways (heat and cool), air conducts for three row seats, none-CFC.	Dual Air conditioner, two-ways (heat and cool), air conducts for three row seats, none-CFC.		Different from Dual Air conditioner, two-ways (heat and cool), air conducts for three row seats, none-CFC.
	Cool box	set	Cool box	With Cool box		Without Cool box
2	Air cleaning system:		Ventilator	Ventilator		Without Ventilator
3	Smart key start and stop	set	Smart key start and stop	With smart key start and stop		Without Smart key start and stop

No	Names of goods or relevant services	Unit	Technical description, specifications and standards	Responsiveness		
				Passed	Acceptable	Failed
4	Audio system:	set	With (6 speakers, AM/FM radio, CD/MP3, USB/AUX)	With (6 speakers, AM/FM radio, CD/MP3, USB/AUX)		Audio system < 6 speakers, without AM/FM radio, CD/MP3, USB/AUX
5	Front seat separated from the driver:		With	With Front seat separated from the driver		Without Front seat separated from the driver
6	Safety belts for all seats:		With	With Safety belts for all seats		Without Safety belts for all seats
7	Head rest (for driver's seat, driver assistant, 2nd and 3rd row seats):		With	With Head rest (for driver's seat, driver assistant, 2nd and 3rd row seats)		Without Head rest for driver, driver assistant, 2nd and 3rd row seats
8	Instrument cluster: Speedometer, Tachometer, RPM gauge, Fuel gauge, Digital clock:		With	With Instrument cluster: Speedometer, Tachometer, RPM gauge, Fuel gauge, Digital clock		Without Instrument cluster: Speedometer, Tachometer, RPM gauge, Fuel gauge, Digital clock
9	Central door lock:		With	With Central door lock		Without Central door lock
10	Remote control lock:		With (type with light signals)	With Remote control lock (type with light signals)		Without Remote control lock (type with light signals)
11	Interior rearview mirror:		With (day and night)	With Inside rearview mirror (day and night)		Without Inside rearview mirror
12	Front and rear Window defogger:		With	With Front and rear window defogger		Without Front and rear window defogger
13	Power windows:		With	With Power windows		Without Power windows

No	Names of goods or relevant services	Unit	Technical description, specifications and standards	Responsiveness		
				Passed	Acceptable	Failed
14	Sun visors:		With (Vanity mirrors for driver and front passengers)	With sun visors (Vanity mirrors for driver and front passengers)		Without sun visors (Vanity mirrors for driver and front passengers)
15	Console box with lock:		With	With Console box with lock		Without Console box with lock
16	Cigarette lighter:		With	With Cigarette lighter		Without Cigarette lighter
17	Front cup holders:		With	With Front cup holders		Without Front cup holders
18	Side impact beam:		With	With Side impact beam		Without Side impact beam
19	Front and rear hooks:		With	With Front and rear hooks		Without Front and rear hooks
20	Fuel lid opener:		With, according to the manufacturer's standard	With, according to the manufacturer's standard		Different from the manufacturer's standard
21	Floor carpet:		With	With floor carpet		Without floor carpet
22	Seat material:		Artificial leather (vinyl) or Fabric	Artificial leather (vinyl) or Fabric		Different from Artificial leather (vynil) or Fabric
<b>IX</b>	<b><i>Equipment with the cars:</i></b>					
1	Spare wheel:	Piece	01 wheel ( $\geq 265/65R17$ or $\geq 265/60R18$ )	With 01 wheel ( $\geq 265/65R17$ or $\geq 265/60R18$ )		Without 01 wheel or with 01 wheel but $< 265/65R17$ or $< 265/60R18$ )
2	Jack:	Piece	$\geq 01$	With 01 jack		Without 01 jack
3	Standard tool kit as per the manufacturer's standards:	Set	$\geq 01$ (fully as per manufacturer's standards)	With 01 Standard tool kit (ful as per the manufacturer's standards)		Without 01 Standard tool kit as per the manufacturer's standards

No	Names of goods or relevant services	Unit	Technical description, specifications and standards	Responsiveness		
				Passed	Acceptable	Failed
4	Owner manual in Vietnamese and English:	Set	$\geq 01$	With 01 Set Owner manual in Vietnamese or English	With 01 Set Owner manual in Vietnamese or English	Without 01 set Owner manual in Vietnamese or English
5	Other standard equipment:		Under manufacturer's standards	Under the manufacturer's standards		Different from the manufacturer's standards
<i>X</i>	<b>Warranty:</b>					
1	Warranty period:		According to the manufacturer's standard, but $\geq 36$ months or $\geq 100,000$ km whichever comes first.	According to the manufacturer's standard, but $\geq 36$ months or $\geq 100,000$ km whichever comes first.		Different from the manufacturer's standard or $< 36$ months or $< 100,000$ km whichever comes first.

(ii) Pickup truck, double cabins, 4 wheel drive  $\geq 5$  seats (pick up)

No.	Names of relevant goods or services	Calculation	Technical description, specifications and standards	Responsiveness		
				Passed	Acceptable	Not passed
<i>I</i>	<b>General information:</b>					



No.	Names of relevant goods or services	Calculation	Technical description, specifications and standards	Responsiveness		
				Passed	Acceptable	Not passed
1	Types of supplied goods:		Pickup truck, double cabins, 4 wheel drive $\geq 5$ seats (pick up)	Pickup truck, double cabins, 4 wheel drive $\geq 5$ seats (pick up)		Different from Pickup truck, double cabins, 4 wheel drive $\geq 5$ seats (pick up)
2	No. of vehicles:	unit	13	13		< 13
3	Brand name:		With clear brand name	With clear brand name		Without clear brand name
4	Model:		With clear model	With clear model		Without clear model
5	Manufacturer:		With clear manufacturer	With clear manufacturer		Without clear manufacturer
6	Origin country:		All the nations considered to be qualified except for the nations being sanctioned by the United Nations Security Councils or Council of European Union or Government of Germany or Vietnam Government	Not the countries being sanctioned by the United Nations Security Councils or Council of European Union or Government of Germany or Vietnam Government		the countries being sanctioned by the United Nations Security Councils or Council of European Union or Government of Germany or Vietnam Government
7	Production year:		2018 year onwards	2018 year onwards		Before 2018 year
8	Emission standards:		At least Euro 4	At least Euro 4		Lower Euro 4
<b>II</b>	<b>Technical specifications:</b>					

No.	Names of relevant goods or services	Calculation	Technical description, specifications and standards	Responsiveness		
				Passed	Acceptable	Not passed
1	Steering wheel:		Left hand drive (Left of the car), Power & /Tilt steering	Left hand drive (Left of the car), Power & /Tilt steering		Without Left hand drive (Left of the car), Power & /Tilt steering
2	Number of axles:		4 wheels drive (4WD)	4 wheels drive (4WD)		Different from 4 wheels drive (4WD)
3	Number of doors:	door	04 door (2 door at each side)	04 door (2 door at each side)		Different from 04 door (2 door at each side)
4	No. of seats:	seats	$\geq 5$ seats (Separate front seat and back seat row)	$\geq 5$ seats (Separate front seat and back seat row)		Different from $\geq 5$ seats (Separate front seat and back seat row)
5	Ground clearance:	mm	$\geq 200$	$\geq 200$		$< 200$
6	Minimum turning radius	m	$\geq 5,9$	$\geq 5,9$		$< 5,9$
7	Fuel tank capacity:	liter	$\geq 75$	$\geq 75$		$< 75$
8	Transmission:		$\geq 5$ speed	$\geq 5$ speed		$< 5$ speed
<b>III</b>	<b>Engine:</b>					
1	Engine type:	Cylinder	$\geq 4$	$\geq 4$		$< 4$
2	Camshaft		DOHC or SOHC	DOHC or SOHC		Different from DOHC or SOHC
3	Number of valves:	chiếc	$\geq 16$	$\geq 16$		$< 16$

No.	Names of relevant goods or services	Calculation	Technical description, specifications and standards	Responsiveness		
				Passed	Acceptable	Not passed
4	Engine displacement:	cc	$\geq 2,477$ for vehicles using diesel fuel or $\geq 2,350$ for gasoline-powered vehicles	$\geq 2,477$ for vehicles using diesel fuel or $\geq 2,350$ for gasoline-powered vehicles		$< 2,477$ for vehicles using diesel fuel or $< 2,350$ for gasoline-powered vehicles
5	Fuel:		Diesel or gasoline	Diesel or gasoline		Different from Diesel or gasoline
6	Drive System:		4 Wheel Drive (4WD), Tosen Limited-Slip Differential.	4 Wheel Drive (4WD), Tosen Limited-Slip Differential.		Different from 4 Wheel Drive (4WD), Tosen Limited-Slip Differential.
7	Maximum output (EEC net)		$\geq 80/3600$ Kw/rpm	$\geq 80/3600$ Kw /rpm		$< 80/3600$ Kw /rpm
8	Maximum torque (EEC net)		$\geq 200/2000$ N-m/rpm	$\geq 200/2000$ N-m /rpm		$< 200/2000$ N-m /rpm
9	Fuel injection system		With	With fuel injection system		Without fuel injection system
<b>IV</b>	<b><i>Brake and safety equipment system:</i></b>					
1	Front brake:		Ventilated dics	Ventilated dics		Different from Ventilated dics
2	Handbrake:		With	With handbrake		Without Handbrake
3	Phanh sau:		Ventilated dics or drum	Ventilated dics or drum		Different from Ventilated dics or drum

No.	Names of relevant goods or services	Calculation	Technical description, specifications and standards	Responsiveness		
				Passed	Acceptable	Not passed
4	Anti-lock Breaking System(ABS) with Electronic Brake Force Distribution (EBD):		With	With Anti-lock Breaking System (ABS) with Electronic Brake Force Distribution (EBD)		Without Anti-lock Breaking System (ABS) with Electronic Brake Force Distribution (EBD)
5	Safety air bags:		With	With Air bags for the driver and passenger		Without Air bags for the driver and passenger
<b>V</b>	<b><i>Suspension::</i></b>					
1	Front Suspension:		Independent, double wishborn	Independent, double wishborn		Different from Independent, double wishborn
2	Front Suspension:		Leaf spring	Leaf spring		Different from Leaf spring
<b>VI</b>	<b><i>Tyres and rims:</i></b>					
1	Tyres		Tubeless tyre	Tubeless tyre		Different from Tubeless tyre
2	Tyre size:		$\geq 205/R16$	$\geq 205/R16$		$< 205/R16$
3	Rim:		Steel or alloy wheels	Steel or alloy wheels		Different from Steel or alloy wheel
<b>VII</b>	<b><i>Exterior:</i></b>					
1	Headlamps:		With, Multi-direction headlamps	With, Multi-direction headlamps		Without Multi-direction headlamps
2	Rear lamps:		With, reversing lamps, brake lamp at two sides, turn signal lamps	With, reversing lamps, brake lamp at two sides, turn signal lamps		Without reversing lamps, brake lamp at two sides, turn signal lamps

No.	Names of relevant goods or services	Calculation	Technical description, specifications and standards	Responsiveness		
				Passed	Acceptable	Not passed
3	Front windshield:		With Front windshield	With Front windshield		Without Front windshield
4	Outside rearview mirrors:		Power mirrors (driver and passenger sides)	With Power mirrors (driver and passenger sides)		Without Power mirrors (driver and passenger sides)
5	Inside rearview mirrors:		Day and night	Day and night		Without
6	Front and rear mudguards:		With	With Front and rear mudguards		Without Front and rear mudguards
7	Front wipers and washers:		With	With (2 Front wipers):		Without 2 Front wipers:
8	Antenna:		With	With Antenna		Without Antenna
9	Exterior color:		Standard colors of the manufacturer	Standard colors of the manufacturer		Different from Standard colors of the manufacturer
10	Front and rear bumper:		With	With front and rear bumper		Without front and rear bumper
<b>VIII</b>	<b>Interior:</b>					
1	Air-conditioner:	set	Single air conditioner, two-ways (heat and cool), none-CFC.	Single air conditioner, two-ways (heat and cool), none-CFC.		Different from Single air conditioner, two-ways (heat and cool), none-CFC.
2	Air cleaning system:		Ventilator	Ventilator		Different from Ventilator

No.	Names of relevant goods or services	Calculation	Technical description, specifications and standards	Responsiveness		
				Passed	Acceptable	Not passed
3	Audio system:	set	With (4 speakers, AM/FM radio, CD player)	With Audio system (4 speakers, AM/FM radio, CD player)		Audio system < 4 speakers, without AM/FM radio, CD player
4	Front seat separated from the driver:		With	With Front seat separated from the driver		Without Front seat separated from the driver
5	Safety belts for all seats:		With	With Safety belts for all seats		Without Safety belts for all seats
6	Head rest (for driver seat, driver assistant seat, 2nd seat row)		With, at least 4 pcs	With Head rest, at least 4 pcs (for driver seat, driver assistant seat, 2nd seat row)		Without Head rest (for driver seat, driver assistant seat, 2nd seat row)
9	Instrument cluster: Speedometer, Tachometer, RPM gauge, Fuel gauge, Digital clock:		With	With Instrument cluster: Speedometer, Tachometer, RPM gauge, Fuel gauge, Digital clock		Without Instrument cluster: Speedometer, Tachometer, RPM gauge, Fuel gauge, Digital clock
10	Central lock:		With	With Central lock		Without Central lock
11	Inside rearview mirror:		With (day and night)	With Inside rearview mirror (day and night)		Without Inside rearview mirror
12	Front defogger:		With	With Front defogger		Without Front defogger
13	Power Windows:		With	With Power Windows		Without Power Windows
14	Sun visors:		With (Vanity mirrors for driver and front passenger)	With (Vanity mirrors for driver and front passenger)		Without (Vanity mirrors for driver and front passenger)

No.	Names of relevant goods or services	Calculation	Technical description, specifications and standards	Responsiveness		
				Passed	Acceptable	Not passed
15	Console:		With, according to the manufacturer's standard	With, according to the manufacturer's standard		Without Console according to the manufacturer's standard
16	Cigarette lighter:		With	With Cigarette lighter		Without Cigarette lighter
17	Front cup holders:		With	With Front cup holders		Without Front cup holders
18	Front pintle hook:		With	With pintle hook		Without Front pintle hook
19	Fuel lid opener		With	With Fuel lid opener		Without Fuel lid opener
20	Seat covering material:		Artificial leather(vinyl) or Fabric	Artificial leather(vinyl) or Fabric		Different from Artificial leather(vynil) or Fabric
<b>IX</b>	<b><i>Equipment in the car:</i></b>					
1	Spare Wheel	Piece	01 wheel ( $\geq 205/R16$ )	With 01 wheel ( $\geq 205/R16$ )		Without 01 wheel or With 01 wheel but $< 205/R16$
2	Jack:	Piece	$\geq 01$	With 01 jack		Without 01 jack
3	Standard tools kit as per the manufacturer's standards:	Set	$\geq 01$ (fully as per manufacturer's standards)	With 01 Standard tools kit (ful as perthe manufacturer's standards)		Without 01 Standard tools kit as per the manufacturer's standards
4	Owner manual in Vietnamese and English:	Set	$\geq 01$	With 01 Set Owner manual in Vietnamese and English	With 01 Set Owner manual in Vietnamese or English	Without 01 set Owner manual in Vietnamese or English

No.	Names of relevant goods or services	Calculation	Technical description, specifications and standards	Responsiveness		
				Passed	Acceptable	Not passed
<i>X</i>	<i>Warranty:</i>					
1	Warranty period:		according to the standard of the producer but $\geq 24$ month or $\geq 60.000$ km whichever comes first.	according to the standard of the producer but $\geq 24$ month or $\geq 60.000$ km whichever comes first.		Different from the standard of the producer or $< 24$ month or $< 60.000$ km whichever comes first.

**Note:**

- The Bidder shall have to supply all valid papers for registration and circulation according to the provisions of Vietnamese law.
- The above cars and trucks must be manufactured at plant with business production registration certificate (not the ones assembled from bulk components), with stamp of manufacturer or importer as per the current regulations
- The Bidder must have written commitment that the cars above and the supplied services of this contract don't violate or infringe the industrial ownership or intellectual right or cause claim from third parties.



## 4. Drawings

**Part 3 – Conditions of the contract and the forms of the contract**  
**CHAPTER VII. THE GENERAL CONDITIONS**  
**OF THE CONTRACT**

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## 1. Definitions and terms

1.1 In this contract, the terms and words herein shall be interpreted as follows:

- c) "Contract" means the agreement between The Purchaser and the supplier, along with the dossier accompanying the contract, including all attachments, appendices, and all documents of the contract
- d) "Contract documents" means the documents listed in the Contract, including amendments thereto.
- e) "Contract Price" means the price to be paid to the supplier as specified in the Contract, based on complementarities and adjust up or down is performed under the Contract.
- f) "Day" means calendar day.
- g) "Delivery" means the transfer of goods from the supply side to The Purchaser under the conditions and the terms and conditions set forth in the contract.
- h) "Completion" means the completion of by the supplier on services related to the conditions and terms set out in the contract.
- i) "Eligible countries" are the eligible countries and territories referred to in Chapter V.
- j) "GCC" means the General Conditions of Contract.
- k) "Goods" means all goods, raw materials, supplies and machinery and equipment, and/or other materials which the vendor must provide The Purchaser under the Contract.
- l) "Buyer Country" is the country stated in the specific conditions of the Contract (SCC).
- m) "Buyer" is the unit purchased Relevant goods and services, as specified in the SCC.
- n) "Related Services" means the services related to the supply of goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier in the contract stated .
- o) "SCC" means the specific conditions of the contract.
- p) "SubBidder" means any individual, business or private or state affiliate of the above units, including the heirs or legal authorization, provided partially delivered goods or performing a service related section attached, as subBidders for the supply side.
- q) "Supplier" means any individual, business or private or state affiliate of the unit on, with bids to perform the contract be accepted and The Purchaser named in the contract Council, including the heirs or legal authorization of Supplier. .
- r) "KfW" German Bank for Reconstruction.
- s) "Location", if applicable, the place/locations mentioned in the SCC.

## 2. Contract documents

2.1 Chronologically as regulated in contract. Contract documents mean all the documents constituting the contract (and the attached parts) and significant documents, auxiliaries and explanation

## 3. Fraud and

46.3 Anticorruption policy requires KfW financed party (including beneficiaries from KfW financing activities) as well as the Bidding

**corruption**

Documents units, suppliers and Bidders in contracts financed by KFW adhering to the highest ethical standards in the procurement process and the implementation of such contracts. Under this policy, KFW shall

- (a) Definitions of terms below for the purposes of this provisions are as follows
  - (i) "corrupt practice" is to give, receive, or require, directly or indirectly, any valuable assets adversely affecting the actions of the other party
  - (ii) "fraudulent activity" means any act of false presentation or ignore the truth, which intentionally or unintentionally misleading, or intentionally falsified a related party to benefit the financial or other benefit or to avoid an obligation
  - (iii) "coercive practice" means harming or threatening to harm damage, directly or indirectly, persons or their property to influence their participation in the process of buying shopping, or affect the performance of the contract
  - (iv) "act of collusion" means an agreement between two or more parties to achieve improper objectives, including the impact improperly the actions of the other stakeholders
  - (v) "Intentional difficult causing" means (a) deliberately destroying, falsifying, changing, or conceal material evidence to an investigation by the KfW; (b) false declarations with the investigating authorities with material to impede an investigation by KfW; (c) Failure to comply with requests to provide information, documents and Bids relating to the investigation by the Office of the anti-corruption and integrity (OAI); (d) threatening, harassing, threatening or any party to prevent it from disclosing its information on issues related to the investigation or pursue the investigation; or (e) shall be hindering KFW's rights under the contract audit or access to information; and
  - (vi) "Honesty violation" means any action of violating the anti-corruption policies of KFW, inclusive of (i) and (v) above and herein: deceiving, interest conflict, revenge to the denouncer, witnesses and the other violations to anti-corruption policy

- (b) Shall cancel the award of the contract if the proposal specifies that the Bidder KfW is expected to award the contract, directly or through an agent, related to acts of corruption, fraud, coercion, collusion or perform acts of obstructing or other violations honesty in the process of competition for such contracts;
- (c) shall cancel the portion of funds for a contract if at any time determine that KfW representatives of the recipient or beneficiary of KfW grants have engaged in corrupt actions , fraud, coercion, collusion or perform acts of obstructing or violating the integrity of the procurement process or the implementation of such contracts, if the recipient is not timely given the remedial actions suitable as requested by KfW.

3.2 The Supplier shall allow KfW to examine the accounts and documents relating to the implementation of Supplier and vouchers must be audited by auditors appointed by KfW, if KfW requests

#### **4. Translation**

4.1 Depending on each context, the singular means the plural and vice versa

4.2 Incoterms

(a) The meaning of any trade term and the rights and obligations of the parties is specified in the Incoterms.

(b) The terms EXW, CIF, CIP, and other similar terminologies shall be controlled according to the rules described in the current version of the Incoterms, issued by the International Chamber of Commerce, on follow Invitations Bidder or as stipulated in the specific terms of the contract.

4.3 Overall agreement

The contract constitutes the entire agreement between The Purchaser and the supplier and replacing all communications, negotiations and agreements (written or verbal) between the parties about the content of the contract before signing contract

4.4 The amendments and supplementations

Amendments or other changes compared to the contract shall not be valid unless the content is done in writing, stating the date, expressed concerning the contract and by the authorized representative of the signatories

## 4.5 No delay

- (a) Subject to sub-section GCC 4.5 (b) below, the parties mustn't delay or prolong the duration of the terms and conditions of the contract or extend the duration of any party what the other party if it causes damage, affect or restrict the rights of the parties under the terms of the contract, nor is there any delay, any violation of this Agreement creates precedent for the delay, the next contract violations.
- (b) Any delay to the implementation of the rights, interests or remedy under the contract must be made in writing, stating the date and signature of authorized representative of the subject the delay output, and must specify the competence and scope of delays

## 4.6 Separability

If any of the terms or conditions of the Contract is prohibited or regarded as invalid or not done, it shall not affect the value and feasibility of the terms and conditions of contract

**5. Languages**

- 5.1 Contracts as well as dispatches and documents related to the contract being exchanged between the supplier and The Purchaser must be made in the language specified in the SCC. The accompanying documents and other printed materials are considered part of the Contract may be in another language as long as the correct translation of the corresponding content in the language specified in the SCC and in that case, aims to interpret the contract, the translation shall be legally applied to the contract.
- 5.2 The supplier shall bear all costs of translation into the language of the application and shall bear all risks of the accuracy of the translation.

**6. Joint venture, partnership or joint venture**

- 6.1 Unless otherwise specified in the SCC, if the Supplier is a joint venture, or partnership, then all parties must have liability jointly and severally for The Purchaser to perform the provisions of the contract and the parties shall appoint a representative authorized to bind the joint venture, associate or joint venture. The composition and the formation of a joint venture, or partnership links shall not be altered without the prior consent of The Purchaser.

**7. Eligibility**

- 7.1 The suppliers and sub-Bidders must have a nationality of eligible country. A supplier or sub-bidder shall be regarded to have a nationality of a country if it is a citizen or is constituted or mergers and activities comply with the laws of that country



- 7.2 All relevant goods and services to be provided under the Contract and financed by KFW must originate from the Eligible nation. For the purposes of this Article, origin means the country where the goods are mined, grown, cultivated, produced, manufactured or processed; or through a process of manufacturing, processing or assembly, to create a product that is recognized commercially significant differences in the basic characteristics than its imported parts
- 8. Notices**
- 8.1 Any notice sent by one party to the other party relating to the contract must be in writing and sent to the address specified in the SCC. The term "in writing" means is exchanged in the form of text and confirmation is received
- 8.2 A notice shall be effective when delivered to the place or to the effective time of the notification, depending on time later
- 9. Applicable law**
- 9.1 The contract shall be interpreted and implemented in accordance with the national laws of The Purchaser, unless otherwise specified in the SCC.
- 10. Dispute settlement**
- 10.1 The Purchaser and Supplier shall make every effort to resolve amicably by direct negotiations any disagreement informally or conflicts arise between them about the content of or related to the Contract
- 10.2 If the parties can not resolve the conflict or disagreement through general discussion within twenty eight (28) days from the date of commencement of discussions, the parties may request the settlement of the conflict under the official structure of the solution specified in the SCC
- 11. Supply scale**
- 11.1 According to the SCC, the Relevant goods and services of the supply shall be set forth in Chapter VI, Supply Scheduled
- 11.2 Unless otherwise provided in the contract, the supply scope shall include all items not specifically raised in the contract, but can be inferred logically from the contract are necessary contents to deliver and receive to the goods and Completion of the related services if the goods and services are specified in the contract.
- 12. Delivery**
- 12.1 According to section 33.1 of GCC, Delivery of Goods and Completion of the Related Services shall be performed according to schedule and complete delivery as specified in Chapter VI, Supply Scheduled. Details of lading and other documents documents provided by Party posts shall be specified in the SCC
- 13. Responsibilities of the Supplier**
- 13.1 The Supplier shall provide all of Relevant goods and services as stated in the supply scope under Article GCC 11, and the delivery schedule and completed, in accordance with Article 12 of GCC 12.

- 14. Responsibilities of The Purchaser**
- 14.1 When the supply of Relevant goods and services Supplier requirements to get permits and approvals, import licenses and other permits from the authorities, if the supply requirements , The Purchaser shall make every effort to support the supply side response procedures in a quick and timely manner
- 14.2 The Purchaser shall pay all costs related to the performance of their responsibilities, under section 14.1 of GCC.
- 15. Contract price**
- 15.1 Contract Price shall be outlined in the contract based on the changes and additions together with the increased reduction is performed under the Contract.
- 15.2 The price calculated by the supplier to delivered goods and services under the Contract, shall not be changed from the party providing the price was offered in its Bidding Documents, unless price adjustments are allowed as specified in the SCC
- 16. Payment provisions**
- 16.1 Contract Price shall be paid as specified in the SCC.
- 16.2 Supplier's payment proposal must be sent to The Purchaser in writing, accompanied by invoices describe the goods are delivered and Related Services has implemented, depending on circumstances, and the applications submitted GCC under Article 12, and after fulfilling other obligations under the contract
- 16.3 Payment must be done quickly, not more than sixty (60) days after the Supplier to produce invoices or payment requests by The Purchaser acceptance
- 16.4 The currency or currency types used to pay Party provided under the contract shall be specified in the SCC.
- 17. Taxes and fees**
- 17.1 For Goods offered from outside The Purchaser Country, Supplier shall pay all taxes, fees, registration fees and other taxes applied to goods from outside The Purchaser's nation
- 17.2 For goods supplied in buyer's nation, Supplier shall pay all taxes, fees, registration fees and so on ... until the goods are delivered under the contract to The Purchaser
- 17.3 If exempted or reduced from taxes, subsidies or incentives prescribed by The Purchaser's nation to the supplier, then The Purchaser shall have to endeavor to facilitate for the Party to provide the maximum benefit from the exemption the said tax
- 18. Contract Performance Security**
- 18.1 Within twenty eight (28) days from receipt of the contract award announcement, Suppliers shall be paid a performance security for contract execution of the Contract, in an amount and currency as indicated in SCC.

18.2 Funds contract performance security shall be payable to The Purchaser as compensation for any loss due to supply side failed to fulfill its obligations under the contract for cause

18.3 To ensure implementation of the contract to be paid in the currency of the contract or in a freely convertible currency accepted by The Purchaser, in the form prescribed by The Purchaser in the SCC, or in the form approved by The Purchaser

18.4 The Purchaser must pay the contract performance guarantee provided for the parties no later than twenty-eight (28) days after the Party provides complete its obligations under the contract, including warranty obligations, unless otherwise stipulated in the SCC.

## 19. Copyright

19.1 Copyright on all drawings, documents and other materials and information with data provided by the Supplier to The Purchaser hereby owned by Supplier or by a third Supplier granted to The Purchaser, directly or through Suppliers, including Suppliers of such material, the copyright of the document would have to belong to such third party

## 20. Confidentiality

20.1 The Supplier and The Purchaser shall keep secret and without the consent in writing by the other parties, it shall not disclose to any third party of documents, data or other information by side the other provided directly or indirectly related to the contract, whether such information is provided before, during or after completion or termination of the contract. However, supply side can give their subBidders the documents, data and information received from The Purchaser to the extent required subBidders to perform its work under the contract. In that case, the party must provide subBidders required security commitments similar to the Supplier under Article GCC 20.

20.2 The Purchaser shall not use the documents, data and information received from the Supplier for purposes unrelated to the contract. Likewise, Supplier shall not use the documents, data and information received from The Purchaser for purposes other than the purpose of designing, procurement, or other work and services required to perform Contract

20.3 However, the obligations of the parties under section 20.1 and 20.2 above GCC shall not apply to information that

- (a) The Purchaser or the Supplier needs to share with KfW or other institutions involved in funding for the contract;
- (b) now or in the future shall be announced without the fault of that party;
- (c) may prove to be a party just to stay informed on time without advance notice directly or indirectly from the

other side; or

- (d) might notify legally to a contract party from a third party without a duty of confidentiality.

20.4 The provisions of the GCC 20 in any case shall not change is the commitment to the security of any party before the date of signing the contract for the supply or other parts later

20.5 The provisions of the 20th GCC shall continue to be valid after completion or termination of the contract.

**21. Sub-contractor** 21.1 The Supplier shall notify in writing to The Purchaser of all subcontracts awarded under this Contract if not already stated in its Bidding Documents. The notification of such bids in the initial or subsequent waiver shall not provide any party obligations, duties, responsibilities and legal obligations under the Contract

21.2 The Subcontracts shall comply with the provisions set forth in Article 3 and 7 GCC.

**22. Specifications and standards**

22.1 The specifications and drawings

(a)The Supplier shall ensure that the Relevant goods and services shall comply with the specifications and the other terms of the contract.

(b) The Supplier may refuse responsibility for any design, data, drawings, specifications or other documents or any subsequent amendments which The Purchaser or buyer's representative provided or design, by sending a rejection notice to The Purchaser that request.

(c)Relevant goods and services to be delivered under this contract must conform to the standards set out in Chapter VI, Supply Schedules otherwise clear and applicable standards, the standards must be equivalent or Vietnam offers more than official standards are applied in accordance with the Country of origin of goods

22.2 When the contract stating the terms of reference of the rules and criteria for performance of the contract, the original version or revision of the rules and standards that must be provided for in Chapter VI, Supply schedule pair. In the process of implementation of the contract, any changes in the rules and standards mentioned above shall only be applicable when The Purchaser for approval and

shall be applied as provided for in Article GCC 33.

- 23. Packing and documents**
- 23.1 The Supplier shall have to pack goods as required to prevent damage or loss of quality in the process of transporting goods to the final place of delivery specified in the contract. Packaging must be able to withstand, without limitation, heavy transport operations, large temperature differences, salt water and rain during transport is not covered. The size and weight of the package must also take into account, as the case may apply, the distance of the final delivery location and the lack of heavy loading and unloading facilities at all points in transit
- 23.2 The packaging, addressing and documents inside and outside the envelop must adhere to special requirements as stated in the Contract, including additional requirements, if any, is determined specified in the SCC, and in any subsequent instructions given by The Purchaser.
- 24. Insurance**
- 24.1 Unless otherwise specified in the SCC, the Goods supplied under the insurance contract must be whole in the currency freely convertible may be of a valid national, for the loss or damage occurred in production and procurement, transportation and warehousing, delivery as prescribed by Incoterms or in a manner specified in the SCC.
- 25. Transport**
- 25.1 Unless otherwise specified in the SCC, responsibility for transportation of goods must comply with the Incoterms which is clearly stipulated in Chapter VI, Supply Scheduled
- 26. Checking and testing**
- 26.1 The Supplier shall bear all costs but not required The Purchaser to pay for the inspection and/or test Relevant goods and services as specified in Chapter VI, the Supply Schedule
- 26.2 The inspection and testing can be conducted at local suppliers or subBidders Party of Supplier at the time of delivery, and/or at the final point of delivery, or at another location in The Purchaser's nation is part detailed in the SCC. According to section 26.3 GCC, if conducted on the premises of Supplier or its subBidders, all the means and adequate support, including access to drawings and production data, shall must be provided at no cost to the inspectors of The Purchaser
- 26.3 The Purchaser or authorized representative of The Purchaser has the right to participate in the tests and/or test in accordance with article 26.2 of GCC, provided The Purchaser shall bear all costs related to its participation in the bag including, but not limited to, the cost of travel and accommodation
- 26.4 When the Supplier is ready to conduct tests and experiments, the Supplier shall provide prior written notice to The Purchaser, stating

the time and place. Suppliers must obtain a license or agreement necessary relevant third party or manufacturer allows The Purchaser or its authorized representatives to be involved in the inspection and/or testing

26.5 The Purchaser may require the Supplier to conduct inspection and/or testing not as required in the contract but is considered necessary to appraise the properties and activities of the operators to comply with common goods specifications, rules and standards under the contract, provided that the reasonable costs of the parties offered to perform the tests and trials of the Supplier that would have to be added to the contract value. Moreover, if the tests and/or trials which impede the manufacturing process and/or the Supplier performs his other responsibilities under the contract, the duration of which must be charged to Term delivery and deadline and other obligations are affected accordingly

26.6 The Supplier shall have to send The Purchaser to report test results and / or testing

26.7 The Purchaser may reject any goods or parts through test and trials that are inconsistent with the technical specifications. Suppliers shall have to either replace the goods or parts are removed or conduct the necessary modifications to meet the technical requirements that The Purchaser does not pay more, and have carried out tests and/or re-testing that The Purchaser does not pay more, after notice in writing under section GCC 26.4.

26.8 Supplier agreesthat failure to inspect and/or test the goods or parts, The Purchaser or The Purchaser's representative did not attend or report on inspection and testing in accordance with section 26.6 GCC shall not excuse any Party to provide warranty obligations or other obligations under this contract

## **27. Damage compensation**

27.1 Except for the provisions of Article GCC 32, if the Supplier fails to communicate any or all goods or perform the Related Services within the period stated in the contract, The Purchaser shall stage deducted from the contract price, to compensate the damage without affecting the other corrective measures in the contract, a sum equivalent to the percentage as specified in the SCC, of the delayed goods or services are not made for each week of delay until the goods delivered or services performed, and shall be deductible to the fullest extent as a percentage as defined in the SCC. When this reaches the maximum level, The Purchaser may consider termination of the Contract in accordance with Article GCC 35.

## **28. Warranty**

28.1 The Supplier shall ensure that all goods supplied under the contract are new, unused with the latest current model, and has taken on all the latest innovations in design and materials, unless otherwise specified in the contract

28.2 According to section 22.1 of GCC, the Supplier continues to ensure that all goods supplied under this contract is not due to defective

design, materials or manufacturing techniques in the course of normal use common conditions where the final consignee

- 28.3 Unless otherwise specified in the SCC, the warranty shall be valid for 12 months after the goods or any part thereof to be delivered and received acceptance in the last row where stated in the SCC, or in within eighteen (18) months after the date of loading on board or unloading in the country of origin, depending on the time terminates earlier
- 28.4 The Purchaser shall promptly notify the Supplier in writing, stating the nature of the defect together with satisfactory evidence attached, immediately after the discovery of such defects. The Purchaser shall also have to create every opportunity to verify Party provided such defects.
- 28.5 Upon the receipt of such notice, the period specified in the SCC, Supplier shall have to repair or replace free goods or damaged parts without requiring the cost of The Purchaser
- 28.6 If having been notified but Supplier not repair the defects of the goods within the time stated in the SCC, The Purchaser can conduct repairs as necessary, and shall be subject Supplier risks and costs related to the repair, without causing damage to any right of The Purchaser to provide under the contract parties

**29. Guaranting patent and invention right**

- 29.1 Upon The Purchaser complies with item GCC 29.2, the Supplier shall ensure and protect The Purchasers and their employees from litigation or administrative fines, claims, demands, losses damage damage, costs including legal fees and expenses authorized by The Purchaser shall bear any breach or alleged breach of patent, model, registered design, trademarks or ownership other intellectual was registered or had at the time the contract was signed for reasons relating
- (a) The installation of the goods provided by the Parties to implement or use of goods in places where works are installed; and
  - (b) The sale of the products produced from these goods at any other country.
  - (c) Such remedies would not include the use of the Goods or any part of the goods for purposes other than stated or referred to in the contract appropriate, any infringement of the use of goods or any part of the Goods, or any of the products associated production or in combination with any equipment, supplies and other components not supplied by the Supplier under the contract.

- 29.2 If The Purchaser makes sanctions or litigation for matters arising outside the GCC stated in section 29.1, The Purchaser shall be immediately sent to the Supplier a notification and supply side shall settle by cost her in the name of The Purchaser or sanction cases of litigation and conduct any negotiations to solve the aforementioned litigation
- 29.3 If the Supplier does not timely provide to The Purchaser within twenty-eight (28) days after receiving the notice on that Party shall provide scheduled for settlement of litigation that sanctions or The Purchaser shall have full power to settle it by its own name.
- 29.4 At the request of the Supplier, The Purchaser shall have to try to support the supply side in solving the sanctions or litigation services on offer and shall be refunded The reasonable cost of the settlement process above.
- 29.5 The Purchaser must ensure and protect Suppliers and employees as well as their subBidders from litigation or administrative fines, claims, demands, losses, damages, costs include fees and costs which the Supplier authorized to bear by any breach or alleged breach invention, model, registration, design, trademark, copyright or other intellectual property right has been posted Register or had at the time the contract was signed, arising or related to the design, data drawings, specifications or other documents and other documents provided by The Purchaser or design.

**30. Limit on liability**

- 30.1 Except for cases of negligence or intentional wrongdoing:
- (a) Neither party shall be liable to the other party for any loss or damage, loss and output features, or loss of profits or interest, causing indirect or consequential damages from it, with conditions as these cases are not related to the responsibilities of the Suppliers have to pay compensation for damage to The Purchaser; and
- (b) The entire responsibility of the Supplier to The Purchaser under the contract, harmful or not, shall not exceed the value stated in the SCC, provided that this limit is not related to the cost of repair or replacement of equipment defects, or with the responsibility of Parties providing for compensation to The Purchaser for copyright violations

**31. Changes on law and regulations**

- 31.1 Except as otherwise provided in the Contract, if after the date of the invitation to Bidding Documents, laws, regulations, ordinances or regulations mode equivalent law was enacted, promulgated, canceled, or changed at the place where the works at The Purchaser's nation is (considered as any change in the interpretation or application of the competent authority) to affect the delivery date



and/or Contract Prices, which do hurry or slow down delivery dates and the contract price increased or decreased to the extent affect the performance of the obligations of the supply contract. Notwithstanding the foregoing, the increase or decrease this cost shall not be billed separately or liabilities if these amounts are included in the price adjustment provisions where applicable under Article GCC 15.

- 32. Force majeure**
- 32.1 The Supplier shall not be confiscated for the Performance Security, not make compensation for damages or termination of the contract from any violation if, and to the extent, the delay in the implementation or non-implementation of the other contractual obligations as a result of a Force majeure
- 32.2 Within the scope of this provision, "Force Majeure" is an event or circumstance beyond the control of the Supplier that unpredictable, unavoidable, and the origin related to the violation or neglect Supplier output. These events may include, but are not limited to, the actions of The Purchaser sovereign capacity, wars or revolutionary, fires, floods, epidemics, quarantine and disease caused by the embargo
- 32.3 If a case of Force Majeure occurs, the Supplier must promptly provide written notice to The Purchaser about the condition and the cause. Unless otherwise instructed in writing by The Purchaser, Supplier shall have to continue to perform its obligations under the Contract to the extent practical and reasonable and must find other reasonable measures in place to contract performance without being affected by a force majeure.
- 33. Changes of orders and contract amendment**
- 33.1 The Purchaser may, at any time, by an order in writing delivered to The Supplier in accordance with article GCC 8, given the changes in the general scope of the contract provide for any one or more following items
- (a) drawings, designs or specifications, provided the goods are manufactured under contract for The Purchaser;
  - (b) Methods of shipping or packing;
  - (c) Place of delivery; and
  - (d) The relevant services provided by the supply side
- 33.2 If any such changes increase or decrease the cost or time required to perform Party to provide any of the terms of the contract, a reasonable adjustment to be implemented in the Contract price or delivery schedule and completino, or both, and the contract shall have to be amended. Any adjustments required of the Supplier under this article shall be considered and settled within twenty-eight (28) days from the date of The Suppliers received change orders of The Purchaser

33.3 Price given by the Supplier to the relevant services needed but not included in the contract shall have to be mutually agreed upon in advance and shall not exceed the current rates are applied to parties providing the parties another for the similar services.

#### **34. Extension**

34.1 At any time during contract performance the Supplier and subBidders encountering difficult conditions impede the delivery of goods and the implementation of related services under Article 12 GCC, Supplier shall immediately notify in writing to The Purchaser for delays the time can be prolonged and cause delays there. After receiving notice of the Supplier, The Purchaser must urgently assess the situation and can take the initiative to extend the time of performance of the contract provided Party. In this case, the extension shall have to be adopted by the parties to supplement the contract

34.2 Except in the case of force majeure, in accordance with Article 32 GCC, possible delays in the implementation of Parties providing delivery obligations and shall result Complete Supplier must pay damages under Article GCC 27, unless there agree to extend the time, under section 34.1 of GCC.

#### **35. Contract termination**

35.1 The contract termination due to violation

(a)The Purchaser, by written notice of violation sent to the Supplier may terminate all or part of a contract, without affecting any other corrective measures for breach of contract

(i) If the Supplier fails to deliver some or all goods within a fixed period under the Contract, or within any extension period that is Buyer is permitted under Article GCC 34; or

(ii) If the Supplier does not perform any other obligations under the Contract

(iii) If The Supplier, in the judgment of The Purchaser, to be involved in corruption, fraud, collusion or coercion in the competition or in the process of implementation of the contract, as defined in Article GCC 3

(b)In case The Purchaser terminates the contract in whole or in part under section GCC 35.1 (a), The Purchaser may purchase, according to the methods and conditions deemed appropriate, the goods or services concerned similar to the content is not delivered or is not done, and Supplier shall be liable to The Purchaser for any additional costs for the

goods or services concerned that similar. However, the Supplier must continue to provide the performance contract in the scope of the content has not been terminated.

### 35.2 Termination for default

The Purchaser may, at any time, terminate the Contract by Notification in writing to the Supplier if the Supplier goes bankrupt or fails to repay the debt. In that case, the termination shall be without compensation to the Supplier side as long as the termination does not prejudice or affect any right of action or corrective measures that have or shall incur later to bm

### 35.3 Termination for convenience reason

(a)The Purchaser, by Notice in writing delivered to the Supplier, may terminate the contract in whole or in part at any time for reasons of convenience. The notice must specify the termination was for reasons of convenience Buyer, scope terminate the implementation of Supplier under the contract, and such termination starts to take effect.

(b)The goods which are complete and ready loaded on board within twenty eight (28) days after the Supplier receives the Notice on termination shall received all by The Purchaser under the contract terms and prices. For the remaining Goods, The Purchaser may choose

- (i) Requires complete and deliver any part of the terms and pricing under the contract; and/or
- (ii) Cancellation of not taking the rest and pay the Supplier an agreed amount for the goods and services have been partially completed and for the materials and parts bought from Supplier before.

## 36. Transferring

36.1 The Purchaser and Supplier may not assign, in whole or in part, the obligation to perform their hereof, except with the prior written consent of the other party

## Chapter VIII. The specific conditions of the contract

The specific conditions of the contract (SCC) herein shall supplement all the general conditions of the contract (GCC). In case of controversy, the following provisions shall govern GCC

<b>GCC 1.1(j)</b>	The Purchaser's nation: Socialist Republic of Vietnam
<b>GCC 1.1(k)</b>	The Purchaser: Management Board for Forestry Projects– National Project Management Unit (NPMU) - “Sustainable Forest Management and Biodiversity as a Measure to Decrease CO <sub>2</sub> Emissions” (KfW8)
<b>GCC 1.1 (q)</b>	Location: Hai Phong City, Vietnam in case the cars are imported and 16 Thuy Khue, Tay Ho, Hanoi City, Vietnam in case the cars are locally supplied
<b>GCC 4.2 (a)</b>	Incoterms version: 2010
<b>GCC 5.1</b>	Language: English  The language to translate the supportive documents and printing documents is: Vietnamese
<b>GCC 6.1</b>	The individual or the company in joint venture, associate or joint venture shall have joint and separate responsibilities
<b>GCC 8.1</b>	<b>For the notice purposes</b> , the address of The Purchaser is: Mr. Nguyen Truong Giang – KfW8 NPMU Director Management Board for Forestry Projects Address: Room no.603/6th Floor, Building 2, Office Complex of the Ministry of Agriculture and Rural Development, No.16 Thuy Khue, Tay Ho, Hanoi City, Vietnam ZIP code: 084 Phone: 84-24-37286237. Fax: 84-24-37286236. Email: <a href="mailto:kfw8npmu@gmail.com">kfw8npmu@gmail.com</a>
<b>GCC 9.1</b>	Adjustment law: The law of The Socialist Republic of Vietnam

<b>GCC 10.2</b>	<p>The official policy on dispute settlement</p> <ul style="list-style-type: none"> <li>- In case of a dispute between The Purchaser and the provider of national citizenship, the Purchaser dispute settlement will be made through arbitration under the law of The Purchaser's nation.</li> <li>- In case of a dispute between The Purchaser and the provider is not a citizen of the country, the Purchaser will resolve disputes through arbitration perform under the terms of the dispute settlement provisions in arbitration Committee for international trade law of the United Nations (UNCITRAL).</li> </ul>
<b>GCC 11.1</b>	The supply scale is determined in: Chapter VI, Supply Schedule
<b>GCC 12.1</b>	<p>The details on delivery and documents delivered by the Supplier:</p> <p>For the goods and services supplied from outside The Purchaser's nation:</p> <p>Upon delivery, the Supplier must provide notice to the Purchaser and the Insurance Company by telegram or fax with the full details of the shipment, including your order number, description of goods, quantity, ship , receipts from transport and shipping company transporting express full details, loading port, on the loading, unloading port ... The supplier shall submit the following documents to the Purchaser, together with a copy Insurance company:</p> <ul style="list-style-type: none"> <li>(i) An original and 03 copies of sales invoices evident Party Supply describe the quantity, unit price and total amount;</li> <li>(ii) An original and 03 copies of shipping documents by truck or copy documents transported by rail and / or FCR by 01 original and 03 copies marked "pre-paid shipping fee"; 05 copy of Bill of Lading no value payments and transfers</li> <li>(iii) A copy of the customs dossier (for cars imported origin), should contain enough information about the origin of cars, import prices, taxes, fees already paid and payable involve;</li> <li>(iv) The copy of the packing list identifying contents of automobiles;</li> <li>(v) Certificate of Origin (CO);</li> <li>(vi) The certificate of quality (CQ).</li> </ul> <p>The above documents and other required documents (if any) will be the Purchaser received at least one week before the goods arrive at the port or place of destination and, if not received, Party Supply will be responsible for any expenses incurred.</p>

	<p>- For goods and services are provided from inside the country of The Purchaser:</p> <p>The Supplier shall inform and submit the following documents to the Purchaser, together with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> <li>(i) An original and 03 copies of sales invoices evident Party Supply describe the quantity, unit price and total amount;</li> <li>(ii) The certificate of warranty of the manufacturer;</li> <li>(iii) The certificate of inspection by the inspection agency has published nominations; certified check at the factory;</li> <li>(iv) Certificate of Origin (CO);</li> <li>(v) The certificate of quality (CQ).</li> </ul> <p>The above documents and other required documents (if any) will be the Purchaser received before the goods arrive at your destination and, if not received, Party Supply will be responsible for any costs incurred</p>
<b>GCC 15.2</b>	Price adjustment: None
<b>GCC 16.1</b>	<p>Payment methods:</p> <p>- For goods and services provided from outside The Purchaser's country:</p> <ul style="list-style-type: none"> <li>(i) Advance Payment: Ten percent (10%) and all other payment of the contract price should be paid within 10 days at the request of the Bidder to advance together with an advance payment guarantee in the form of bank guarantee as specified in Chapter IX, The form of contracts, with a total amount equal to the total amount of advance and is valid until delivery.</li> <li>(ii) When the packing of goods sent to the ship: Buyer shall pay Party provides seventy percent (70%) of the contract price, form of letter of credit confirmed irrevocable open offer at Party National Bank at a party provides the party providing the documents submitted full payment specified in section SCC 12.1, the specific terms of the contract.</li> <li>(iii) Upon acceptance: Twenty percent (20%), the contract price shall be paid within 10 days after receipt of the goods (at the destination specified in Chapter VI, Supply Scheduled) and supply side submit a payment request together with the certificate of completion signed</li> </ul>

	<p>- For the goods and services supplied from inside of The Purchaser's nation.</p> <p>(i) Advance Payment: Twenty percent (20%) the contract price within 10 days at the request of the Bidder to advance together with an advance payment guarantee in the form of bank guarantee as specified in Chapter IX, The form of contracts, with a total amount equal to the total amount of advance and is valid until delivery.</p> <p>(ii) Upon arrival: Seventy percent (70%) of the contract price shall be paid upon arrival and after Supplier full payment documents specified in the SCC 12.1- The specific terms of the contract Dong.</p> <p>(iii) Upon acceptance: The buyer shall pay Party provided ten percent (10%) of the contract price within 10 days after the party providing payment requests submitted together with the certificate of completion signed</p>
<b>GCC 16.4</b>	The currency of payment: Vietnam dong at the selling rate of the Bank for Agriculture and Rural Development at the time of payment
<b>GCC 18.1</b>	Supply side must provide a performance security contract worth ten percent (10%) of the contract price. Ensure the implementation of the contract is performed by the amount and currency: Vietnam Dong.
<b>GCC 18.3</b>	Ensure the implementation of the contract is made according to form: Guaranteed by the Bank under the provisions of Chapter IX, The form of contract.
<b>GCC 18.4</b>	Returns Performance Security when: After delivery and acceptance of goods, ensure the realization of the contract shall be reduced to 5% of the contract to ensure that the obligations of the Supplier under Article 28.3 GCC
<b>GCC 23.2</b>	The packaging, document addressed and followed inside and outside the packaging must clearly indicate: number, name of goods, equipment and other necessary notes for the transport and freight forwarding
<b>GCC 24.1</b>	The level of insurance: The insurance Supplier shall have the goods with a total of one hundred ten percent (110%) CIF or ex-factory price (EXW) of goods "from warehouse to warehouse" in the form of "every risk"
<b>GCC 25.1</b>	Cargo carriage obligations shall comply: Incoterms are clearly stipulated in Chapter VI, the Supply Schedule

<b>GCC 26.2</b>	<p>Inspection and testing under Chapter VI, Supply Schedule, shall comply with the time schedules or timelines and locations:</p> <ul style="list-style-type: none"> <li>- Timeline for Test and Test: Under the provisions of the Government of the The Socialist Republic of Vietnam to inspect and test the car.</li> <li>- Place of execution: Hai Phong city, Vietnam in case the automobile is imported and Hanoi, Vietnam in case the automobile is provided in the country.</li> </ul>
<b>GCC 26.3</b>	The Purchaser of the representative of The Purchaser assume the contract acceptance as per Article GCC 26.2
<b>GCC 27.1</b>	Damage compensation: 0.25% of the contract value weekly or a part of the contract
<b>GCC 27.1</b>	The maximum value of the compensated damages: 10% of contract value
<b>GCC 28.3</b>	The warranty effective period: 24 months or 60.000km depending on which condition comes first, after the goods are accepted and handed over
<b>GCC 28.5</b>	The Supplier must repair all the damage within the warranty scale: within 10 days after receiving the notice from bm on such damage.
<b>GCC 30.1 (b)</b>	The levels of responsibility generalized:



# Chapter IX. Forms of the contract

## Forms

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## CONTRACT AGREEMENT

This CONTRACT is made on \_\_\_\_\_ month \_\_\_\_\_ year \_\_\_\_\_ between one party which is \_\_\_\_\_ of \_\_\_\_\_ (herein is called "The Purchaser") and the other party which is \_\_\_\_\_ of \_\_\_\_\_ (herein is called as "Parties provide")

ON THE BASIS that The Purchaser has invited the supply of relevant goods and services, inclusive of \_\_\_\_\_ and has accepted the Bid of the Parties provide to supply relevant goods and services with an amount \_\_\_\_\_ (herein is called "Contract Price")

NOW BOTH PARTIES HAVE AGREED AS FOLLOWS:

1. The terms and sentences in this contract has the same meaning with the terms and sentences defined in the contract provision
2. The following documents shall be integral part of this contract;
  - (a) Notice of The Purchaser to the Parties provide on the contract awarding
  - (b) Price Offer and Price Schedule from the Supplier;
  - (c) Technical bid from the Supplier;
  - (d) The specific conditions of the Contract;
  - (e) The general conditions of the contract
  - (f) The supply schedule, and
  - (g) \_\_\_\_\_

This contract shall have absolute validity to other contracts. In case of any inconsistency and disagreement in the documents of contract, the documents shall be valid as per the order of the list above.

3. To be paid by The Purchaser on the amounts stated in contract, the Supplier commits to The Purchaser that it shall supply relevant goods and services and repair the damages as per the contract provisions in all aspects
4. Depending on the relevant goods and services supply and overcoming of the damages of the Supplier, The Purchaser commits to make payment to Supplier as per the contract price of the other payable relevant amounts as per the provisions of the contract at times and ways regulated in the contract.

THE PARTIES commit to carry out this contract as per the law of \_\_\_\_\_  
on date \_\_\_\_\_ month \_\_\_\_\_ year stated above.

Signature \_\_\_\_\_ (Representative of The  
Purchaser)

Signature \_\_\_\_\_ (Representative of the Supplier)

**Standard Form of an Advance Payment Bond**

Address of guarantor bank:

.....  
.....

Address of beneficiary (contracting agency):

.....  
.....

On ..... you concluded with ..... ("Contractor")  
a contract for ..... (project, object of contract) at a price  
of .....

In accordance with the provisions of the contract the Contractor receives an advance pay-  
ment in the amount of ....., which represents ..... % of the order  
value.

We, the undersigned ..... (Guarantor), waiving all objections and defences  
under the aforementioned contract, hereby irrevocably and independently guarantee to pay  
on your first written demand any amount advanced to the Contractor up to a total of  
..... (in words:  
.....) against your written declaration that the  
Contractor has failed to duly perform the aforementioned contract.

This guarantee shall come into force and effect as soon as the advance payment has been  
credited to the account of the Contractor.

In the event of any claim under this guarantee, payment shall be effected to (Account of NPMU)  
, for account of..... (contracting agency/project-executing agency).

This guarantee shall expire no later than .....

By this date we must have received any claims for payment by letter or encoded telecommu-  
nication.

It is understood that you will return this guarantee to us on expiry or after payment of the total  
amount to be claimed hereunder.

This guarantee is governed by the laws of .....

.....

.....

Place, date

Guarantor

### Standard Form of a Performance Bond

Address of guarantor bank:

.....  
 .....

Address of beneficiary (contracting agency):

.....  
 .....

On ..... you concluded with ..... ("Contractor")  
 a contract for ..... (project, object of contract) at a price  
 of .....

In accordance with the provisions of the contract the Contractor is obligated to provide a performance bond for ... % of the contract price.

We, the undersigned ..... (Guarantor), waiving all objections and defences  
 under the aforementioned contract, hereby irrevocably and independently guarantee to pay  
 on your first written demand an amount up to a total of  
 ..... (in words:  
 .....)

against your written declaration that the Contractor has failed to duly perform the aforementioned contract.

In the event of any claim under this guarantee, payment shall be effected to  
 (Account of NPMU) for account of..... (project-executing agency/  
 purchaser) which may only be drawn upon with the consent of KfW.

This guarantee shall expire no later than .....

By this date we must have received any claims for payment by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

This guarantee is governed by the laws of .....

.....

Place, date

.....

Guarantor

## DECLARATION OF UNDERTAKING

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present tendering process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the corresponding Guidelines<sup>(1)</sup>.

We also underscore the importance of adhering to environmental and social standards in the implementation of the project. We undertake to comply with applicable labour laws and the Core Labour Standards of the International Labour Organization (ILO) as well as national and applicable international standards of environmental protection and health and safety standards.

We will inform our staff of their respective obligations and of their obligation to fulfil this declaration of undertaking and to obey the laws of The Socialist Republic of Vietnam.

We also declare that our company/all members of the consortium has/have not been included in the list of sanctions of the United Nations, nor of the EU, nor of the German Government, nor in any other list of sanctions and affirm that our company/all members of the consortium will immediately inform the Client and KfW if this situation occurs at a later stage.

We acknowledge that, in the event that our company (or a member of the consortium) is added to a list of sanctions that is legally binding on the Client and/or KfW, the Client shall be entitled to exclude us/the consortium or, if the contract is awarded to our company/the consortium, to immediately cancel such contract if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion from the tender procedure occurs after the Declaration of Undertaking has been issued.

..... (Place)	..... (Date)	..... (Name of company)
		..... (Signature(s))

**Note:**

(1) See "Guidelines for the Assignment of Consultants in Financial Cooperation with Partner Countries" and "Guidelines for Procurement of Goods, Works and associated Services in Financial Cooperation with Partner Countries".