



## **REQUEST FOR PROPOSAL**

**Package:** Supplying the Network Planning Package (NPP)  
for the period of 60 months (05 years)

**Purchaser:** Vietnam Airlines JSC

Ha Noi, June 3rd, 2024  
**ON BEHALF OF CEO**  
**CHIEF OF PROJECT TEAM**

**Nguyễn Quang Trung**

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## ABBREVIATIONS & DEFINITIONS

<b>No</b>	<b>Abbreviation</b>	<b>Full meaning</b>
1.	RFP	Request for Proposal
2.	VN	Vietnam Airlines JSC
3.	BL	Pacific Airlines
4.	OV	VASCO
5.	Date	Working day
6.	Week	Calendar week
7.	Month	Calendar month
8.	USD	US dollar
9.	EUR	Euro
10.	NPP	Network Planning Package
11.	RM/RMS	Revenue Management System
12.	PSS	Passenger Service System
13.	RPS	Route Profitability System
14.	GDS	Global Distribution System
15.	Cut-Over	The date that's all the sub-systems in the NPP solution go live.

Hanoi, June 3<sup>rd</sup>, 2024

## LETTER OF INVITATION

To Whom It May Concern

Vietnam Airlines JSC (VN) firstly would like to express warm greetings to your company!

VN invites your company to participate in the bidding for VN's project "Supplying the Network Planning Package (NPP) from November 2024 to October 2029"

Request for Proposal (RFP) are hereby enclosed for your information and preparation. Please kindly send your complete proposal to our address through one of the following methods:

**1. Directly or by post**

- The deadline for receiving proposals is 14:00 (Hanoi time) on July 12<sup>th</sup>, 2024;
- Place of receipt: Vietnam Airlines JSC, 200 Nguyen Son Street, Bo De Ward, Long Bien District, Ha Noi City.
- Contact point: Mr. Tran Trung Tin, Phone: 0989249237, Email: [tintrantrung@vietnamairlines.com](mailto:tintrantrung@vietnamairlines.com).

**2. Via email**

- The deadline for receiving proposals is 14:00 (Hanoi time), July 12<sup>th</sup>, 2024;
- Form of receipt: Suppliers send an email attached to the scanning of the original proposal to the email address: [trungnq@vietnamairlines.com](mailto:trungnq@vietnamairlines.com), [tintrantrung@vietnamairlines.com](mailto:tintrantrung@vietnamairlines.com), [tuava@vietnamairlines.com](mailto:tuava@vietnamairlines.com) of the Vietnam Airlines JSC with the subject/title "Company ... proposes the Vietnam Airlines JSC to receive the Proposal of service package "Supplying the network planning package (NPP) period 11/2024 to 10/2029";

THIS RFP CONTAINS REQUIREMENTS AND INFORMATION IN RESPECT TO THE SERVICES. THIS RFP IS NOT A CONTRACT, DOES NOT CREATE ANY COMMITMENT OF VN AND DOES NOT OBLIGE VN TO AWARD A CONTRACT TO AN INDIVIDUAL OR ORGANIZATION, WHO HAS RECEIVED THE RFP.

This RFP is governed by and interpreted in accordance with the Laws of Vietnam.

Thank you for your cooperation. We look forward to hearing back from you.

Your Sincerely,

**Nguyễn Quang Trung**

Head of the NPP Project Team

## **1. GENERAL REQUIREMENT FOR SERVICE/PRODUCT SCOPE**

### **1.1. Name and quantity of products and services**

#### 1.1.1. Name of products and services

Supplying the NPP solution and related services for the period of 60 months (05 years).

#### 1.1.2. Scope

NPP solution including its three sub-systems and associating services.

- Mid to long-term network planning
- Network scenario forecasting
- Fleet and Schedule Optimization
- Data calibration and other services

### **1.2. Requirements of products and services**

The detail requirements are listed in section 4.3.

### **1.3. Contract Period**

- Implementation requirement:
  - o The data calibration start date: To be decided after choosing a supplier
  - o Cut-Over date for the NPP solution: No later than 08 months since the day this contract comes into effect;
- Contract Period: 60 months from the implementation finish date for the NPP solution.

## **2. INSTRUCTIONS FOR SUPPLIER**

### **2.1. Price offer requirements**

#### 2.1.1. Price offer

Price shall be quoted as specified in Letter of Offer (BM01) enclosed with Price Offer Table (BM03), after deducting discount amount listed in Letter of Discount (if any), including all price components (not including tax and fee).

VN will consider all taxes and fees (if any) in the proposal evaluation process. The selected Supplier must be responsible for all the taxes and fees by law (if any).

#### 2.1.2. Letter of Discount

In case the Supplier has a Letter of Discount, they shall submit it either together with the Proposal or separately provided that VN receives it before the deadline of Proposal submission as provided in the Section 2.3 herein.

In case the Supplier submits the Letter of Discount at the negotiation phase as defined in Section 3.7, it will be considered for re-ranking Supplier.

#### 2.1.3. Letter of Offer

Letter of offer must follow BM01 with the signature of the legal representative of Supplier.

#### 2.1.4. Currency of price offer:

USD or EUR. The price offer shall be converted to VND for evaluation as defined

in Section 3.4.

#### 2.1.5. Payment condition requirement:

- Implementation fee:
  - o VN shall make total payment of implementation fee after the Cut-Over date for all subsystems of the NPP solution. Details of the amount and schedule of payments are further discussed at the stage of contract negotiations.
- Service and maintenance fee: Pay monthly. Details of the amount and schedule of payments are further discussed at the stage of contract negotiations.
- Form of payment: Bank Transfer

### **2.2. Clarification and modification of RFP**

In case the RFP needs to be clarified, Supplier should send a written request for clarification to make sure that VN receives it no later than 10 (ten) working days prior to the submission date of the Proposal stipulated in section 2.3. VN will send a response to all Suppliers in written document by email or courier. If the clarification leads to amendment of the RFP, VN shall send the revised RFP to all Suppliers no later than 05 (five) working days before the submission date of the Proposal.

When necessary, VN may modify this RFP (including the extension of proposal submission deadline, if necessary) by sending a document modifying the RFP directly or by email/courier to all Suppliers who have received the RFP at least 05 (five) working days prior to the proposal submission deadline. VN may, at its discretion, extend the deadline for submission of Proposal and the opening date of the Proposal, and VN shall inform by email/courier to all Suppliers the above extension.

### **2.3. Proposal submission**

#### 2.3.1. Deadline of Proposal submission and validity of Proposal

- Proposal submission date: Before 14:00 (Hanoi time), July 12<sup>th</sup>, 2024. Proposal submitted after the Deadline of Proposal Submission is deemed illegitimate and will be rejected.
- The Proposal's validity is at least 180 days (one hundred and eighty days) from the date of the Proposal submission deadline.

#### 2.3.2. Proposal specifications

01 hard copy sent by post OR soft copy (scanned from original proposal) sent via email. If the soft copy exceeds 20MB, the supplier can allocate the attachments into several emails, with clear specification of the attachments' order. In case of online document exceeding the 20MB limit, the supplier is obliged to have at least the first email containing the proposal (or a portion of it) sent to VN before the deadline stated in 2.3.1, and the remaining documents arriving no later than 1 hour after the deadline.

### 2.3.3. Language:

The Proposal, as well as all related correspondences and documents shall be written in English.

### 2.3.4. Proposal submission method

Supplier could choose one of two method as:

#### 2.3.4.1. Direct or by post to the following address:

- *NPP project team – Vietnam Airlines JSC.*  
*Address: VNI building, 200 Nguyen Son street, Bo De Ward, Long Bien district, 100000 Hanoi.*
- *Contact: Mr. Tran Trung Tin, Phone number: 0903413502, Email: [tintrantrung@vietnamairlines.com](mailto:tintrantrung@vietnamairlines.com) .*

#### 2.3.4.2 Via email:

- *Email: [trungnq@vietnamairlines.com](mailto:trungnq@vietnamairlines.com); [tintrantrung@vietnamairlines.com](mailto:tintrantrung@vietnamairlines.com); [tuanova@vietnamairlines.com](mailto:tuanova@vietnamairlines.com);*
- *Contact: Mr. Tran Trung Tin, Phone: 0989249237.*

The Proposal must have the signature of the legal representative/ authorization of Supplier, in which the following components must also have the signature of the legal representative/ authorization of the Supplier.

- Letter of Offer;
- Letter of Authorization (if any);
- Price Offer Table;
- Written commitment from the Supplier;
- Commitment letter on penalty for failure to deliver;

Letter of Authorization must be followed with reference to TL5 at section 2.4 bellow. In case the Proposal is submitted via both above methods, the last one will be selected.

## 2.4. Proposal materials

Supplier's Proposal shall include the following materials:

<b>Docs ID</b>	<b>Documents</b>	<b>References</b>
TL1	Documents to prove criteria for evaluating Supplier's eligibility, Proposal's eligibility	Section 4.1
TL2	Contract performance guarantee	Section 4.1
TL3	Documents to prove the competence and experience of Supplier	Section 4.2
TL4	Documents to support the evaluation process of technical requirements	Section 4.3
TL5	Letter of Offer	BM01

<b>Docs ID</b>	<b>Documents</b>	<b>References</b>
TL6	Letter of Authorization (if any)	BM02
TL7	Price Offer table	BM03
TL8	List of similar contracts	BM04
TL9	Commitment Letter on penalty for failure to deliver	BM05
TL10	Supplier's Written commitment	BM06
TL11	Draft of contract	BM07
TL12	Technical solution description	
TL13	Supporting documents to the TL12, including but not limited to: <ul style="list-style-type: none"> <li>- User manual;</li> <li>- Case studies;</li> <li>- Written confirmation/ letter of confirmation/ interview videos, ... of the system's capabilities from existing users;</li> <li>- Tutorial videos,</li> <li>- Required infrastructure to function the NPP solution;</li> <li>- ...</li> </ul>	

### **2.5. Proposal clarification**

In the process of evaluating the Proposals, VN may request Suppliers to clarify the contents of their respective Proposal and to supplement any missing or additional supporting documents (writing functional description previously required by the RFP), provided that this clarification does not change the basic content of the submitted Proposal and Price offered.

Method of Proposal clarification: VN invites Supplier to come to meet directly or sends emails/letters and Supplier should response in the same manner. Clarified contents in writing are kept by VN as a part of the Proposal. When the due date of clarification is over but VN does not receive the clarification from the supplier in question, VN shall rely on the documents available to evaluate the said supplier's proposal.

### **2.6. Proposal evaluation**

The evaluation of Proposal is performed step by step according to the regulations specified in section 3, including:

- Step 1: Evaluating Suppliers respective proposals' eligibility.
- Step 2: Evaluating the competence and experience of Suppliers.
- Step 3: Evaluating the technical requirements and Technical point determination.
- Step 4: Financial evaluation.
- Step 5: Proposal negotiation and ranking Suppliers (if required).

### **2.7. Proposal negotiation**

During Step 5, in case there are 3 or more Suppliers satisfying requirements of RFP, VN shall negotiate with the 3 highest ranking Suppliers. In case there are fewer than 3 Suppliers who satisfy the requirements of RFP, VN shall negotiate with all Suppliers.

VN and Supplier(s) shall negotiate price, technical and commercial conditions and other contents. Contract negotiation is implemented based on the following documents: (i) Proposal and all clarification documents (if any) of Supplier(s); (ii) RFP.

### **2.8. Conditions for successful Supplier**

A Supplier shall be considered as the successful Supplier if satisfying the following conditions:

- Providing enough documents to indicate Supplier's eligibility, and a legitimate Proposal as indicated in Sector 3.1.
- Meeting the requirements regarding supplier's competence and experience as indicated in Sector 3.2.
- Meeting the technical requirements as defined in Sector 3.3.
- Having the lowest offered price after error correction, deviation adjustment, discount deduction (if any), and negotiation that does not exceed the approved package price.

### **2.9. Announcement of the result to Supplier**

- After the decision on the successful Supplier has been approved, VN will send a written notification (by email or courier) to all Suppliers who submitted Proposals. VN reserves the right not to explain the reason for Suppliers not being selected. Notification to the successful Supplier will include the time and venue for contract conclusion. VN and the successful Supplier will negotiate, finalize and sign an agreement in compliance with VN's regulations.
- VN reserves the right to reject any Proposal or cancel the selection process at any time before entering into agreement without any liability to Suppliers or without responsibility to explain the reason. Then, VN shall notify in writing Suppliers in the case of cancellation of the selection process or reject all proposals.

## **2.10. Confidentiality**

VN and Supplier (hereinafter individually referred to as a “Party” and may be collectively referred to as the “Parties”) acknowledge and confirm that all the documents, including but not limited to: (i) the RFP, (ii) The proposal of Supplier; (iii) and/or any written materials exchanged by VN and Supplier in connection with the above-mentioned documents are confidential. VN and Supplier shall maintain the secrecy and confidentiality of all such documents. The Parties commit not to disclose to any third party without the written approval by the other Party.

## **3. PROPOSAL EVALUATION**

The evaluation of the Proposal is performed in the following order:

### **3.1. The eligibility of Supplier and proposal evaluation**

Evaluating the eligibility of Suppliers and the legitimacy of proposals will adhere to the criteria of Supplier and proposal requirement defined at section 4.1.

Any proposal that does not meet any criteria shall be rejected. The Proposal that meets all the above requirements will enter competence and experience evaluation at section 4.2.

### **3.2. Competence and experience evaluation**

The evaluation of competence and experience is carried out in accordance to the evaluation criteria of competence and experience detailed in section 4.2.

Any proposal that does not meet any of the criteria of competence and experience shall be rejected. The Proposals that meet all criteria of competence and experience will enter the technical evaluation phase in accordance to section 4.3.

### **3.3. Technical evaluation**

The technical evaluation will be carried out through means of scoring in accordance to the technical evaluation criteria mentioned in section 4.3 and the attached appendix.

During the scoring process, VN reserves the right to ask suppliers to perform a live demo of one or all sub-systems of the NPP solution at VN’s headquarter. The information provided during the live demos will be used to further support VN’s scoring process. If a supplier cannot arrange a live demo, VN will rely on that supplier’s submitted documents to assess their proposal.

Any proposal that meets the minimum technical requirements will enter the phase of financial evaluation.

*Technical evaluation minimum requirement:*

- All proposals must meet a minimum technical score of at least 722.5 out of 1000 to be assessed further.
- The supplier must achieve the minimum score for each criterion as noted in Appendix 1.

- In section II – Technical Requirements, the supplier must:
  - o Achieve a score of at least 627.5 out of 850
  - o Achieve at least the minimum score in each criterion in this section.

### **3.4. Financial evaluation:**

Currency of conversion for financial evaluation is VND. The conversion rate is based on the selling exchange rate of Joint Stock Commercial Bank for Foreign Trade of Vietnam - Vietcombank at the time of opening bids.

#### **3.4.1. Step 1. Determine Offer prices – BM03**

#### **3.4.2. Step 2. Arithmetical error correction will be following step below:**

- Arithmetical errors:
 

Arithmetical errors include errors due to incorrect addition, subtraction, multiplication and division when calculating Offer price. If there is a discrepancy between the unit price and the total price, the unit price shall prevail and the total price shall be corrected; In case the Supplier inserts no value or insert “0” in the columns “unit price” and “total price”, the Supplier shall be considered allocating the price of this work item to another work item of the procurement, the Supplier shall be responsible for performing these work items in conformity with the RFP’s requirements without any payment from the client during the contract performance.
- Other errors:
  - o If a total price is fully filled but the equivalent unit price is left blank, the unit price shall be determined by dividing the total price by the quantity; if a unit price is fully filled but the equivalent total price is left blank, the total price shall be determined by multiplying the unit price and the quantity; if a unit price and the equivalent total are fully filled but the equivalent quantity is left blank, the quantity shall be determined by dividing the total price by the unit price. If the additional quantity determined above is different from the equivalent quantity mentioned in the RFP, such discrepancy shall be the deviation related to Scope of Supply which shall be adjusted as prescribed in the Step 3;
  - o Physical unit errors: correct units in conformity with the RFP requirements;
  - o Unit errors: replace “.” (stop) with “,”(comma) and vice versa in conformity with the Vietnamese unit. If the Purchaser believes that the stops and commas in the unit price are put in wrong position, the total price shall prevail and the unit price shall be corrected;
  - o If there is an error in a total corresponding to the addition of subtotals, the subtotals shall prevail and the total shall be corrected;
  - o If there is a discrepancy between words and figures, the amount in words shall prevail, and the amount in figures shall be corrected. If the amount in words is related to arithmetic error, the amount in

figures prescribed in this Section shall prevail.

### **3.4.3. Step 3. Adjustment of deviation:**

- If there is a deviation from the Scope of Supply, the deficiency shall be added and the redundancy shall be subtracted according to the equivalent unit price in the Proposal.
- If there is a deficiency in Proposal (in work item(s) in comparison with the supply requirements) without (an) equivalent unit price(s) in the Offer, the deficiency shall be adjusted as follows:
  - o The highest unit price(s) of the deficient work items found in other Proposals that satisfy technical and financial evaluation shall prevail for adjustment of deviation; if there is no equivalent unit price(s) in the Financial Proposals of other qualified suppliers, the unit price(s) constituting the price of procurement shall prevail.
  - o If there is only one Supplier passing the technical evaluation, its equivalent unit price(s) shall be prevailing for adjustment of deviation; if this supplier's Financial Proposal has no equivalent unit price(s), the unit price(s) of the approved estimates of the procurement shall prevail.
  - o If there is a redundancy in Financial Proposal (in work item(s) in comparison with the supply requirements) without an equivalent unit price in the Offer then the redundancy shall not be adjusted.
- To account for all taxes and fees in the total price, VN will proactively evaluate full taxes and fees in case of the price in the table does not include them.
- If the Supplier has a Letter of Discount, the correction and adjustment of deviation shall be carried according to the Offer price without subtracting the discount. The rate of deficiency (%) shall be determined according to the ratio of deficiency to Offer price mentioned in the Letter of Offer

### **3.4.4. Step 4. Determine the Offer price after error correction and adjustment of deviation and minus (-) discount (if any): (A).**

Discount: including fix amount or percentage discount of implementation fee, annual maintenance fee OR calibration fee; Or other discount that could be convert into a monetary quantity.

### **3.5. Offer price currency conversion**

The offer price after error correction and adjustment of deviation and minus (-) discount (if any) shall be converted from the supplier's currency to VND

### **3.6. Identifying Net Present Value (M)**

M will be calculated using the following formula:

$$M = \sum_{t=0}^5 Ai / (1 + R)^i$$

In which:

$A_i$ : Price of annual usage

$R$ : Cash flow discount rate (6%/year)

$i$ : 0,1,2,3,4,5

### 3.7. Ranking all suppliers

The supplier with the lowest Offer Price after error correction, adjustment of deviation, minus (-) discount (if any) that has been converted to VND will be ranked first.

In case multiple suppliers provide equal offer prices, the ranking of suppliers will be made based on the following priorities:

- First priority: The supplier with higher technical score will be ranked higher.
- Second priority: The supplier with shorter implementation period will be ranked higher.

### 3.8. Proposal negotiation and re-ranking Supplier

Regarding the Suppliers that satisfy the requirements of RFP, VN will negotiate following instructions at section 2.7.

The negotiation is implemented based on the following documents:

- Proposal and all clarification documents (if any) of the Supplier.
- RFP, including the draft of contract. The draft of contract is an inseparable part of the RFP to negotiate the contract between VN and the selected supplier.

The negotiation process includes negotiating the price, technical and commercial conditions.

Based on the negotiation result, VN will re-rank all suppliers again.

## 4. EVALUATION CRITERIA

### 4.1. Criteria for evaluating Supplier's eligibility and proposal's eligibility

No	Requirements	Satisfaction level		Evaluation Documents
		Satisfied	Not Satisfied	
1.	Proposal's submitted before the Deadline of Proposal submission	Satisfied	Not Satisfied	The Deadline of Proposal submission of RFP.
2.	The Proposal, Letter of Offer, Price Offer Table, and other components of the Proposal (if required) are signed by the legal representative of the Supplier (or authorized person within valid Letter of Authorization)	Satisfied	Not Satisfied	Letter of Offer, Price Offer Table and Letter of Authorization (if any)
3.	Supplier's eligibility	Join as an	Join as a joint	

No	Requirements	Satisfaction level		Evaluation Documents
		Satisfied	Not Satisfied	
	requirement	Independent	venture	
4.	Currency of price offer: USD or EUR	Satisfied	Not Satisfied	Letter of Offer
5.	Language of Proposal: English	Satisfied	Not Satisfied	Proposal
6.	The validity of Proposal	≥ 180 days	< 180 days	Letter of Offer
7.	Operation Registration Certificate or Business Registration Certificate	Provided	Not Provided	Copies of Operation Registration Certificate or Business Registration Certificate issued by competent authorities in the country where Supplier is operating
8.	Supplier's Written commitment to all items as listed in TL9 and TL10	Provided	Not provided	Written commitment following from TL9 to TL10 at section 2.4
9.	Regarding database			
9.1	The supplier provides and supports solutions/tools, such as web services and APIs, for data integration and sharing. This data includes, but is not limited to, flight schedule, block hours, flight hours, flight revenue, and flight cost, enabling real-time and periodic integration with other applications systems and databases of VN.	Satisfied	Not Satisfied	The supplier provides technical description to clarify the integration process.
9.2	The supplier provides options to back up and recover the system, as	Satisfied	Not Satisfied	The supplier provides technical description to

No	Requirements	Satisfaction level		Evaluation Documents
		Satisfied	Not Satisfied	
	well as disaster recovery plan/solution			clarify the back-up and recovery process.
9.3	The supplier provides solution to integrate data from VN's available systems: - OAG or Cirium; - IATA DDS or FM Traffic; - In-house system: PSS, RMS, Cargo Spot, RPS, ... - Scheduling system: Netline/ Sched.	Satisfied	Not Satisfied	The supplier provides technical description to clarify the integration process.
10	Regarding transmission channel, VN's terminal equipment must be able to connect to the supplier's server/ cloud system via Internet, to use the sub-systems in the NPP solution package	Satisfied	Not Satisfied	The supplier provides technical description to clarify the connection process.
11	Regarding service quality,			
11.1	The supplier guarantees to provide 24/7 technical helpdesk that can be easily reached via email, hotline, ....	Satisfied	Not Satisfied	The supplier provides document to describe the procedure to communicate with the supplier's helpdesk.
11.2	Service Level Agreement (SLA) is guaranteed at a minimum of 99%	Satisfied	Not Satisfied	Written commitment following TL10 at section 2.4
11.3	The suppliers provides clear procedures and commits to a minimum timeframe when addressing technical errors with any sub-	Satisfied	Not Satisfied	The supplier provides document to describe the procedure and Written

No	Requirements	Satisfaction level		Evaluation Documents
		Satisfied	Not Satisfied	
	<p>systems in the NPP. The procedures and committed timeframe must be categorized into at minimum 3 levels:</p> <ul style="list-style-type: none"> <li>- <i>Level 1: Critical software malfunctions:</i> The NPP solution or any of its sub-systems suffers from critical malfunction(s) that immediately and completely hinder usage and/or influence the quality of the NPP solution's outputs.</li> <li>- <i>Level 2: Non-critical malfunctions:</i> The users can continue to function all sub-systems of the NPP solution but with repeated disruptions. These disruptions do not affect the quality of the outputs of any sub-system in the NPP solution, but lower the users' experience.</li> <li>- <i>Level 3: Minor malfunctions:</i> Malfunctions that happen only for a short period of time and is temporary. These malfunctions do not hinder usage or affect the quality of the outputs of any sub-system in the NPP solution.</li> </ul>			commitment following TL10 at section 2.4
12	Regarding cyber security			
12.1	The supplier guarantees to cooperate with VN to ensure cyber security and database security during the implementation and	Satisfied	Not Satisfied	The supplier provides written commitment to cooperate with VN and ensure cyber

No	Requirements	Satisfaction level		Evaluation Documents
		Satisfied	Not Satisfied	
	the usage period of the NPP solution			security. Furthermore, the supplier provides technical descriptions to clarify their solutions and methods to ensure cyber security
12.2	The supplier provides detailed user activity log for all NPP users	Satisfied	Not Satisfied	The supplier provides technical description of the user activity log
12.3	All sub-systems in the NPP solution allows for user authorization, based on roles (end-user, admin, viewer, ...), and based on user's specialized tasks (i.e. certain users need access to all 03 sub-systems, while others need access to only 01 sub-system)	Satisfied	Not Satisfied	The supplier provides technical document to clarify the user authorization process.
13	Miscellaneous			
13.1	The supplier assumes full responsibility for the licensing and copyright of each sub-system in the NPP solution and its components (including but not limited to algorithm, calculating models, ...)	Satisfied	Not Satisfied	The supplier provides supporting documents
13.2	The supplier periodically updates the NPP solution without incurring additional cost	Satisfied	Not Satisfied	The supplier provides written commitment to provide periodical updates without incurring additional cost
13.3	The supplier guarantees that during the span of the	Satisfied	Not Satisfied	The supplier provides written

No	Requirements	Satisfaction level		Evaluation Documents
		Satisfied	Not Satisfied	
	contract, the version of each sub-system in the NPP solution for VN remains the most updated version available, and inclusive of all components necessary for the NPP to fully serve VN's requirements as stated in the RFP and technical scoresheet.			commitment

Supplier is evaluated as "Satisfied" provided that they satisfy all the above requirements. Supplier evaluated as "Satisfied" enters the next stage of assessment as described in Sector 4.2.

#### 4.2. Criteria for evaluating the competence and experience of Supplier

No	Requirements	Satisfaction level		Evaluation Documents
		Satisfied	Not Satisfied	
1.	Supplier is currently providing the NPP solution to airlines in Asia (or Australia) and Europe (or American) with at least one airline being: + A network and full-service carrier and either a Skyteam, One World or Star Alliance member; + Total flown passenger is more than 20 million per year. + Operate a variety of regional jets, narrow-body, wide-body aircraft simultaneously.	Yes	No	The client (airline) confirmation letter or other proof documents.
2.	NPP package implementation (including but not limited to system configuration, data calibration, user training, other integration tasks)	Fewer or equal to 08 months after the contract comes into effect	More than 08 months after the contract comes into effect	Commitment

No	Requirements	Satisfaction level		Evaluation Documents
		Satisfied	Not Satisfied	
3.	Certificate of Ownership or supply permission for NPP package. The supplier bears all legal responsibility and incurred costs relating to any lawsuits and/or complaints about the copyrights of the NPP solution including its three sub-systems and associating services.	Satisfied	Not Satisfied	proof documents or Supplier confirmation
4.	Supplier commits that the functions and solutions described are ready for use before the time of Cut-Over. In addition to the description of the mechanism and operating principles (through documents or Video) to meet the requirements of RFP, the Supplier needs to clearly state the conditions for IT infrastructure, supporting applications and necessary databases.	Satisfied	Not Satisfied	Solution descriptions and supporting documents
5.	The supplier has the experience for at least one airline system migration. The migration experience in review might concern all or one of the following process: + Data migration + Application migration + Operating system migration	Satisfied	Not Satisfied	The client (airline) confirm letter or other proof documents.

No	Requirements	Satisfaction level		Evaluation Documents
		Satisfied	Not Satisfied	
	+ Cloud migration			

Supplier is evaluated as “Satisfied” provided that they satisfy all the above requirements. Supplier evaluated as ‘Satisfied’ enters the technical assessment as described in Sector 4.3.

#### **4.3. Criteria for Technical evaluation**

Detail criteria of technical evaluation are listed at the appendix 01.

Supplier is evaluated as “Technically Eligible” and proceed to further financial assessment if:

- Their proposal meets a minimum technical score of at least 722.5 out of 1000.
- The supplier must achieve the minimum score for each criterion as noted in Appendix 1.
- In section II – Technical Requirements, the supplier must:
  - o Achieve a score of at least 627.5 out of 850
  - o Achieve at least the minimum score in each criterion in this section.

The final technical score of a supplier will be determined as a sum of all evaluation criteria listed in appendix 01. Each criterion will be determined by averaging the score of all members of the evaluation team for that criterion.

**FORMS****BM01****LETTER OF OFFER***Location, date*

To: Vietnam Airlines JSC  
(Hereinafter called VN)

After studying your Request for Proposal ref. no.....dated..... and its revised versions which we received, we, [name of Supplier], commit to provide you with **“Supplying the NPP package in the period of 60 months (05 years)”** subject to the regulations stipulated in your Request for Proposal with the sum of .....*(in numbers and letters)* together with the attached Price Offer Table.

In addition, we voluntarily reduce the price discount [*with fix amount or percentage discount of implementation fee, annual maintenance fee OR calibration fee; Or other discount that could be convert to the money*] of ..... *(in numbers and letters)*.

The total price offer after discount is..... *(in numbers and letters)*

If our Proposal is chosen, we commit to supply the goods and services in compliance with terms and conditions agreed in the contract.

Our Proposal is valid within 180 days since [*hour, date*] [*please insert the submission deadline*].

**On behalf of****[Please insert your name, title, sign and stamp]**

*If Supplier’s legal representative authorizes his/her sub-level staff to sign the above Letter of Offer, he/she must attach the Letter of Authorization in accordance with the BM02 hereafter. If Supplier’s business Regulations and/or Decision of establishing its branches and/or other documents relating to authorizing sub-level staffs to sign Letter of Offer, Supplier must attach scanned files of relevant documents (Supplier does not need to issue the Letter of Authorization in accordance with the Template BM02 hereafter). Before signing the contract, the winning Supplier must submit to the VN the certified copy of these documents. If detecting that the initial declaration information is inaccurate, Supplier shall be considered as violating Clause 2, Article 12 of the Bidding Law and be handled according to VN’s regulations.*

**LETTER OF AUTHORIZATION**<sup>(1)</sup>

Today, *[date]*, in ..... *[City]*

I am .....*[name, identity number or passport number, title of the supplier's legal representative]*, the legal representative of .....*[supplier's name]*, whose registered office at.....*[address]*, officially authorize .....*[ name, identity number or passport number, title of the authorized person]* in written to implement the following tasks in the consultancy service for VN:

- To sign the Letter of Offer;
- To sign the Price Offer Table;
- To sign written documents to make a business deal with VN in the bidding process including other clarification and explanation writings of the Proposal Documents;
- To participate in negotiating and completing contract;
- To sign the contract with VN if being chosen.](2)

Above-mentioned authorized person solely implements tasks within the scope of authorization as a legal representative of ..... *[Supplier's name]*. *[Supplier's name]* is entirely responsible for tasks performed by .... *[Name of the authorized person]* within the scope of authorization.

This letter will be valid from ... *[date]* to ..... *[Date]* (3). This letter of authorization is published in *[number]*.... copies with the same legal value, the authorizer keeps *[number]*....copies, the authorized person keeps *[number]*....copies.

**The authorized person**

**The authorizer**

*(Insert name, title, sign and stamp  
(if any)*

*(Insert name of supplier's legal  
representative, title, sign and stamp)*

**Note:**

- (1) *In case of authorization, the Supplier sends the original Letter of Authorization (in case of submitting Proposal directly or by courier) or the scanned one (in case of submitting by email) to VN along with the Letter of Offer.*
- (2) *The scope of authorization is decided by the authorizer, including one or some above listed jobs.*
- (3) *Insert the beginning and expiry date of the validity of Letter of Authorization suitable to the bidding process.*

**PRICE OFFER TABLE**

## 1. Price Offer table

Supplying the NPP package during the period of 60 months (05 years):

No.	Item	Unit Price (exclusive of all tax accrued in Vietnam)			Total price (exclusive of all tax accrued in Vietnam)	Tax accrued in Vietnam	Maximum Annual price change (if applicable)
		Mid to Long-term Network Planning	Network Scenario Forecasting	Fleet and Schedule Optimization			
I	Implementation fee	A1	A2	A3	$A=A1+A2+A3$	T1	Not applicable
II	Annual maintenance fee	B1= 1st year + ...+5th year	B2= 1st year + ...+5th year	B3= 1st year + ...+5th year	$B=B1+B2+B3$	T2= 1st year + ...+5th year	P1= 1st year + ...+5th year
II.1	1st year						
II.2	2nd year						
II.3	3rd year						
II.4	4th year						
II.5	5th year						
III	Calibration fee	C1= 1st year + ...+5th year	C2= 1st year + ...+5th year	C3= 1st year + ...+5th year	$C=C1+C2+C3$	T3= 1st year + ...+5th year	P2= 1st year + ...+5th year
III.1	1st year						
III.2	2nd year						
III.3	3rd year						
III.4	4th year						
III.5	5th year						
<b>Total price exclusive of all tax accrued in Vietnam</b>					<b><math>D=A+B+C</math></b>		
<b>Total tax accrued in Vietnam</b>						<b><math>T=T1+T2+T3</math></b>	
<b>Total maximum annual price change</b>							<b><math>P=P1+P2</math></b>
<b>Total proposed price (including all tax, fee, annual price change ...), subjected to financial evaluation as stated in sector 3.4 - Financial Evaluation</b>					<b><math>M=D+T+P</math></b>		

Note: Do not accept any other fee than the items above.

(\*): The package implementation fee is fixed and paid once, including but not limited to:

- (1) Implementation fee for each of the NPP package's subsystem;
- (2) Intergration;
- (3) User training
- (4) Travel expenses and per diems.
- (5) VN shall make total payment of implementation fee after the Cut-Over date for all sub-systems of the NPP solution. Details of the amount and schedule of payments

*are further discussed at the stage of contract negotiations.*

*(\*\*): The annual maintenance fee is paid annually, including but not limited to:*

*(1) Annual system maintenance*

*(2) Annual service fee*

*(3) Any annual changes based on the economic index that the supplier states in their proposal*

*(4) Service and maintenance fee: Pay monthly. Details of the amount and schedule of payments are further discussed at the stage of contract negotiations.*

*(\*\*\*): The calibration fee is fixed and paid at least annually or at any point during the contract that VN requires the supplier to carry out a calibration process.*

2. *VN's operation model:*

- VNA Group includes 3 carriers: VN, 0V and BL. VN and 0V are full service/network carriers, BL is a LCC carrier.

3. Price offer requirement:

- PB price offer (if applicable) should suits VN's operation model above.
- PB price (if applicable) applies correspondingly to each carrier VN, 0V and BL. Minimum PB commitment is only applied for VN (if any).

4. Any discount offer (if any).

5. Form of payment: Bank Transfer

6. The price offer table validity is 180 days from *date ... (hour), day ... month ... 2024.*

**Representative of Supplier**

*[Insert name, title, sign and stamp (if any)]*

**REPORT ON SIMILAR CONTRACTS PERFORMED BY SUPPLIER**

<b>No</b>	<b>Customer name</b>	<b>Service delivery</b>	<b>Duration (from..to..)</b>	<b>Name and address of client for clarification and reference</b>
1				
2				
3				

**COMMITMENT LETTER****on****PENALTY FOR FAILURE TO DELIVER**

Subject to the contract coming into effects and Client making resources to commence the project by no later than Agreement Commencement Date, if for reasons within Supplier's sole control, Supplier fails to finalize the implementation process and deliver the NPP package after 08 months since the contract between VN and the supplier officially comes into effect, Supplier shall:

- Pay penalty for Cut-Over Delay of 1% of the value of the contract between VN and the supplier if the finalization and delivery of the implementation process for any sub-systems of the NPP package is delayed for 02 weeks or more than 02 weeks but fewer than 01 months.
- Pay penalty for Cut-Over Delay of 3% of the value of the contract between VN and the supplier if the finalization and delivery of the implementation process for any sub-systems of the NPP package is delayed for 01 month or more than 01 month but fewer than 02 months
- Pay penalty for Cut-Over Delay of 5% of the value of the contract between VN and the supplier if the finalization and delivery of the implementation process for any sub-systems of the NPP package is delayed for 02 months or more than 02 months but fewer than 03 months.
- Pay penalty for Cut-Over Delay of 8% of the value of the contract between VN and the supplier if the finalization and delivery of the implementation process for any sub-systems of the NPP package is delayed for 03 months or longer.

**Representative of Supplier***[Insert name, title, sign and stamp (if any)]*

**SUPPLIER'S WRITTEN COMMITMENT**

Supplier name: ..... [Full name of the supplier]

After studying your Request for Proposal “Supplying the NPP package for the period of 60 months (05 years)”, We commit:

1	There is no dispute with VN that have not been solved until the time of Proposal submission.	<input type="checkbox"/>
2	The implementation process and the delivery for all sub-systems of the NPP package shall not last longer than 8 months since the contract with VN comes into effect	<input type="checkbox"/>
3	To assist VN in constructing intermediary platforms to extract and transfer data from VN's existing data sources to the NPP solution, from/to different sub-systems in the NPP solution, and from NPP solution to VN's existing platform, such as Netline/ Sched, PSS, RMS, ....	<input type="checkbox"/>
4	To work alongside VN during the implementation and calibration phase to reach consensus on the various factors employed in the NPP, including but not limited to: <ul style="list-style-type: none"> <li>- Market growth factor for each market;</li> <li>- Stimulation factor;</li> <li>- Base utility point in the Market Share Model;</li> <li>- Optimization rules and constraints;</li> <li>- ...</li> </ul>	<input type="checkbox"/>
5	To provide comprehensive trainings for all VN's current and future user roles during the implementation process and repeated trainings during the span of the contract as per VN's requests.	<input type="checkbox"/>
6	To allocate adequate personnel (and substitute personnel if necessary) to provide 24/7 customer support for VN.	<input type="checkbox"/>
7	To provide details about procedures to address technical errors as required in item 11.3 – sector 4.1, and commit to a timeframe for each error level as follows: <ul style="list-style-type: none"> <li>- Level 1 – Critical Malfunctions: The supplier address and resolve the issue as quickly as possible but not longer than 5 working hours since receiving VN's error report.</li> <li>- Level 2 – Non Critical Malfunctions: The supplier address and resolve the issue as quickly as possible but not longer than 10 working hours since receiving VN's error report.</li> </ul>	<input type="checkbox"/>

	- Level 3 – Minor Malfunctions: The supplier address and resolve the issue as quickly as possible but not longer than 24 working hours since receiving VN’s error report.	
8	To provide contract performance guarantee in case of bid winning, with the minimum value of 03% of the net contract value. The contract performance guarantee should be valid for at least 9 months since the contract between VN and the supplier comes into effect.	<input type="checkbox"/>
9	To provide periodical updates of all sub-systems in the NPP solution without incurring additional cost.	<input type="checkbox"/>
10	To guarantee that during the span of the contract, the version of each sub-system in the NPP solution for VN remains the most updated version available, and inclusive of all components necessary for the NPP to fully serve VN’s requirements as stated in the RFP and technical scoresheet.	<input type="checkbox"/>
11	Service Level Agreement (SLA) is guaranteed at a minimum of 99%.	<input type="checkbox"/>
12	The supplier commits to postpaid payment for the implementation fees of all sub-systems in the NPP.	<input type="checkbox"/>
13	The supplier commits to a maximum annual price change of 3%. VN will apply a fix amount of 3% annual change if the supplier cannot provide a specific value in their proposal.	<input type="checkbox"/>

Day ..... Month ..... Year .....

**Representative of Supplier**

[Insert name, title, sign and stamp (if any)]

**DRAFT OF CONTRACT**

**The draft contract which form part of the tender package shall be the basis for any contract between Vietnam Airlines and the selected Tenderer. The details of terms and conditions shall be discussed and agreed by both contracting parties.**

**AGREEMENT No:**

**THE SERVICES AGREEMENT  
FOR NETWORK PLANNING PACKAGE  
OF VIETNAM AIRLINES**

This Agreement is entered into as of....., between:

Name of Supplier:

represented by:

**VIETNAM AIRLINES JSC**, a company organized and existing under the laws of Vietnam, which has headquarter at 200 Nguyen Son Street, Bo De Ward, Long Bien District, Hanoi, Vietnam (**‘CLIENT’**),

represented by:

1( .....

**(name of supplier)** and **CLIENT** being referred to herein collectively as **‘the Parties’** and individually as **‘Party’**.

**Preamble**

WHEREAS, Supplier has developed and owns proprietary software and has certain knowledge in the information technology industry and has invested and will continue to invest a substantial amount of time, effort and money to design, research and develop proprietary and confidential technical and business information software.

WHEREAS, Supplier desires to perform the Services on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth herein and intending to be legally bound, the Parties agree as follows:

**Article 1. Definitions**

Whenever used herein, the following words and expressions should be construed as defined below and, in the text, hereof they are capitalized to emphasize that they are defined in this Article 1:

- 1.1. **Agreement** means this Agreement including all Appendices.
- 1.2. **Agreement Commencement Date** .....
- 1.3. **Agreement Signing Date** means the date when both Parties sign the Agreement.
- 1.4. **Appendix** means any document incorporated herein, listed later in this document in the Article .
- 1.5. **Implementation period: At most 08 months after the contract between both parties comes into effect**
- 1.6. ....

**Article 2. Scope of Agreement**

**Article 3. Term of the Agreement**

**Article 4. The Parties' obligations**

**Article 5. Remuneration, Taxes and payment for the Services**

**Article 6. Project schedule**

**Article 7. Project Documentation**

**Article 9. Project organization**

**Article 10. Training**

**Article 11. Milestones completion and acceptance**

**Article 12. Liability**

**Article 13. Confidentiality of Information**

**Article 14. Termination**

**Article 15. Contract extension**

**Article 16. Notices**

**Article 17. Force Majeure:**

17.1. Either party shall be excused from performing hereunder to the extent that it is prevented from performing as a result of any act or event which occurs and is beyond its reasonable control, including, without limitation, acts of God, war action of a governmental entity, strikes, lockout insurrection, protest, security breaches or other hostilities, embargos, blockades, fuel or energy shortages, transportation delays, general hindrance in transportation, epidemics or pandemic, natural disasters, terrorism, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition or the inability to obtain necessary labor, materials or utilities from usual sources; provided that the party experiencing the force majeure provides the other with prompt written notice thereof and uses all reasonable efforts to remove or avoid such causes.

**Article 18. Contract Performance Security & Penalty**

18.1. Supplier shall provide Contract Performance Security of .....% of total contract net price value which is equivalent to ..... USD (..... United States Dollars), in the form of an irrevocable bank guarantee, to ensure Supplier's performance of obligations and responsibilities hereunder. Contract Performance Security should be

made within ... calendar days from signing this Agreement and issued by a Vietnamese bank or an international bank operating in Vietnam's territory. The effective date of Contract Performance Security is 13 months.

18.2. The Contract Performance Security will be accessible by Client as a compensation for any damages or losses permitted under the Agreement that are incurred due to Supplier's failure to deliver upon its obligations or responsibilities hereunder and following proper notice and time to remedy as indicated herein and in the Agreement.

18.3. Subject to the contract coming in effect and Client making resources to commence the project by no later than Agreement Commencement Date, if for reasons within Supplier's sole control, Supplier fails to finalize the implementation process and deliver the NPP package after 08 months since the contract between VN and the supplier officially comes into effect, Supplier shall:

- Pay penalty for Cut-Over Delay of 1% of the value of the contract between VN and the supplier if the finalization and delivery of the implementation process for any sub-systems of the NPP package is delayed for 02 weeks or more than 02 weeks but fewer than 01 months.
- Pay penalty for Cut-Over Delay of 3% of the value of the contract between VN and the supplier if the finalization and delivery of the implementation process for any sub-systems of the NPP package is delayed for 01 month or more than 01 month but fewer than 02 months
- Pay penalty for Cut-Over Delay of 5% of the value of the contract between VN and the supplier if the finalization and delivery of the implementation process for any sub-systems of the NPP package is delayed for 02 months or more than 02 months but fewer than 03 months.
- Pay penalty for Cut-Over Delay of 8% of the value of the contract between VN and the supplier if the finalization and delivery of the implementation process for any sub-systems of the NPP package is delayed for 03 months or longer.

#### **Article 19. Special Commitment**

No special commitment

#### **Article 20. Miscellaneous**

20.1. This Agreement is the entire agreement between the Parties and there are no terms and conditions, either oral or written, other than those included herein.

20.2. This Agreement and any legal matters that may arise out of or in connection with this Agreement shall be subject to and construed exclusively in accordance with the laws of Vietnam. All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the Vietnam International Arbitration Center ("VIAC"). The resolution of the arbitration shall be final and binding on the Parties and may be entered and enforced in any court of competent jurisdiction.

20.3. The Agreement and its Appendixes constitutes the entire Agreement between the Parties.

In the event of conflict or inconsistency between the terms and conditions of the Agreement, any appendixes, any other document incorporated upon the Agreement, then

such conflict will be resolved by giving precedence to such different parts of this Agreement:

20.4. ....

**Article 21. List of Appendices**

**Signed on behalf of CLIENT**

Name:  
Title:

Signature:

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**Signed on behalf of SUPPLIER**

Name:  
Title:

Signature:

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