

REQUEST FOR PROPOSAL

Package: Providing the Aircraft Communications Services to Vietnam Airlines for the period from 08/2025 to 07/2030.

Purchaser: Vietnam Airlines J.S.C.

Ha Noi, date 16 month 6 year 2025

ON BEHALF OF GENERAL DIRECTOR
DIRECTOR OF DIGITAL TRANSFORMATION AND
TECHNOLOGY DEPARTMENT



Nguyen Manh Hung

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ABBREVIATIONS & DEFINITIONS

No	Abbreviation	Full meaning
1.	RFP	Request for Proposal
2.	VNA	Vietnam Airlines Jsc
3.	Date	Is the calendar date
4.	USD	US dollar
5.	VND	Vietnamese Dong.
6.	Cutover date	On the cutover date.
7.	VHF/ VDL	Very High Frequency/ Advance Service through Very High Frequency ACARS Datalink
8.	HF	High Frequency ACARS Datalink
9.	Satellite	Satellite ACARS Datalink (via Inmarsat or Iridium)
10.	Voice	Cockpit/ Cabin Voice (via Inmarsat or Iridium)
11.	Data	Cockpit/ Cabin Data (via Inmarsat or Iridium)

Hanoi, 16 Jun, 2025

LETTER OF INVITATION

To Whom It May Concern

Vietnam Airlines Corporation - Joint Stock Company (VNA) firstly would like to express warm greetings to your company!

VNA would like to invite your company to participate in the bidding for VNA's project "Providing the Aircraft Communications Services to Vietnam Airlines for the period from 08/2025 to 07/2030"

Request for Proposal (RFP) is issued from 09.00 AM (Hanoi time) on 16/06/2025 to 05.00 PM (Hanoi time) on 30 /06/2025.

RFP is hereby enclosed for your information and preparation.

Please kindly send your complete proposal to our address through one of the following methods:

1. Place of receipt.

Vietnam Airlines JSC, 200 Nguyen Son, Long Bien District, Ha Noi City. Digital Transformation and Technology Department

2. Contact point. Mr. Mai Xuân Trung.

Phone: +84-962422666,

Email: trungmx@vietnamairlines.com.

3. Application method

3.1. Directly or by post

Vietnam Airlines JSC, 200 Nguyen Son, Long Bien District, Ha Noi City. Digital Transformation and Technology Department

Contact point. Mr. Mai Xuân Trung. Phone: +84-962422666,

3.2. Via email

Mr. Mai Xuân Trung, Email: trungmx@vietnamairlines.com,

Form of receipt: Suppliers send an email attached to the scanning of the original proposal to the email address: trungmx@vietnamairlines.com of the Vietnam Airlines JSC with the subject/title "Company ... proposes the Vietnam Airlines JSC to receive the Proposal of service package " Providing the Aircraft Communications Services to Vietnam Airlines for the period from 08/2025 to 07/2030".

4. The deadline for receiving proposals is 05.00 PM (Hanoi time) on 30/06/2025;

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

Your Sincerely,



Nguyen Manh Hung

1. GENERAL REQUIREMENT FOR SERVICE/PRODUCT SCOPE

1.1. Name and quantity of products and services

1.1.1. Name of products and services

Providing the Aircraft Communications Services to Vietnam Airlines for the period from 08/2025 to 07/2030.

1.1.2. Category:

The package “Providing the Aircraft Communications Services to Vietnam Airlines for the period from 08/2025 to 07/2030” including:

- Satellite Service;
- VHF (VDL, HF Datalink Service...) in Japan zone;
- VHF (VDL, HF Datalink Service...) in Brazil zone;
- VHF (VDL, HF Datalink Service...) in China and Thailand zone;
- VHF (VDL, HF Datalink Service...) in Russia zone;
- VHF (VDL, HF Datalink Service...) in other areas;
- Other services.

1.2. Requirements of products and services

Description of Products and Services: The service includes the following main features:

- **The Global Datalink service complies with the standards for ACARS avionics.**
- VHF/ VDL Datalink service provides a mobile wireless data communication service to aircraft. Aircraft can be accessed worldwide through Remote Ground Stations.
- HF Datalink service provides a mobile wireless data communication service to aircraft. Aircraft can be accessed worldwide through Remote Ground Stations.
- Satellite Datalink service provides worldwide coverage through Inmarsat/ Iridium geosynchronous satellites.
- **Internetworking services provide wireless data communication services to aircraft in specific regions.**
- Voice service provides cockpit voice and cabin voice service, enabling crews (cockpit or cabin) and ground personnel (airline staff or air traffic controller) to communicate.
- Data service which provides a mobile wireless data communication service to aircraft around the world. It supports flight operation engineering and administration.
- **Other service relates to Aircraft communication**

The requirements are detailed in Section 4.3.

1.3. Contract Period

- Implementation requirement: 2 weeks from the date of signing the contract.
- Contract Period: 60 months from the date of signing the contract.

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).

The Supplier may quote for one or more service items specified in Section 1.1.2.

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 VNA receives it in the negotiation period.

In case the Supplier submits the Letter of Discount at the negotiation phase as defined in Section 3.6, it will be considered for re-ranking suppliers.

2.1.3. Letter of Offer

The Supplier may propose two options: a bundled package or separate quotations for aircraft communication services. In the case where the Supplier provides separate pricing for each component (e.g., usage license, hardware infrastructure, technical support), they must ensure that the system fully meets all technical requirements, including the SLA outlined in this document.

The offer price must be fully written according to form BM03, signed by the legal representative of the SUPPLIER, including all the components that constitute the offer price.

VNA 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).

2.1.4. Currency of price:

- The price offer: USD
- The price for evaluation: VNA will convert the quoted prices from the Suppliers into VND for evaluation, based on the Vietcombank selling exchange rate at the time of bid closing.

2.1.5. Payment condition requirement:

- Implementation fee: none
- Ongoing fee: monthly.

2.2. Language of Proposal: English.

2.3. Clarification of RFP

In case the RFP needs to be clarified, the Supplier should send a written request for clarification to make sure that VNA receives it no later than three (03) working days prior to the submission date of the Proposal stipulated in Section 2.3. VNA will send a response to all suppliers by email or written document. If the clarification leads to amendment of the RFP, VNA shall send the revised RFP to all suppliers no later than one (01) working day before the submission date of the Proposal.

2.4. Proposal submission

2.4.1. Deadline of Proposal submission and validity of Proposal

- Proposal submission date: Before 05:00 PM (Hanoi time), 30 June, 2025. Proposal submitted after the Deadline of Proposal Submission is deemed illegitimate and will be rejected.
- The Proposal's validity is 180 days from the date of the Proposal submission deadline.

2.4.2. Proposal specifications

01 hard copy OR Soft copy (scanned from original proposal) via email.

2.4.3. Proposal submission method

Supplier could choose one of two methods as:

2.4.3.1. Direct or by courier to the following address:

Vietnam Airlines JSC, 200 Nguyen Son, Long Bien District, Ha Noi City. Digital Transformation and Technology Department

Contact point. Mr. Mai Xuan Trung.

Phone: +84-962422666,

Email: trungmx@vietnamairlines.com.

2.4.3.2 Via email:

Contact: Mr. Mai Xuan Trung, Phone: +84-962422666, Email: trungmx@vietnamairlines.com

The Proposal must have the signature of the legal representative/ authorization of supplier. Letter of Authorization must be followed by TL05 at Section 2.4 below. The email size must be less than 20MB/ each email. The Supplier could send multiple emails in case the email size is more than 20MB.

2.5. Proposal materials

Supplier's Proposal shall include the following materials:

Docs ID	Documents	References
TL1	Documents to prove criteria for evaluating supplier's eligibility, Proposal's eligibility	Section 4.1
TL2	Documents to prove the competence and experience of supplier	Section 4.2
TL3	Documents to prove criteria for evaluating the eligibility of technical requirement	Section 4.3
TL4	Letter of Offer	BM01
TL5	Letter of Authorization (if any)	BM02
TL6	Price Offer table	BM03
TL7	List of similar contracts	BM04

Docs ID	Documents	References
TL8	Supplier's Written commitment	BM05
TL9	Draft of contract	BM06

2.6. Proposal clarification

In the process of evaluating Proposal, VNA may request supplier to clarify the contents of the Proposal and to supplement the documents in case lacking documents as required by RFP, provided that this clarification does not change the basic content of the submitted Proposal and Price offered.

Method of Proposal clarification: VNA invites supplier to come to meet directly or sends the emails/letters and supplier should response by emails/letters. Clarified contents in writing are kept by VNA as a part of the Proposal. When the due date of clarification is over, but VNA does not receive the clarification, VNA shall rely on submitted Proposal to evaluate.

2.7. Proposal evaluation

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

- Evaluating the eligibility of supplier and proposal evaluation.
- Evaluating the competence and experience of supplier.
- Evaluating the technical requirements.
- Financial evaluation and ranking suppliers.
- Proposal negotiation and re-ranking suppliers.

2.8. Proposal negotiation

In case there are 3 or more suppliers satisfying all the requirements of RFP, VNA shall negotiate with the 3 highest ranking suppliers. In case there are less than 3 suppliers satisfying the requirements of RFP, VNA shall negotiate with all suppliers.

2.9. Conditions for successful supplier

The Supplier shall be awarded for each service item if satisfying the following conditions:

- Meeting all the requirements of the supplier eligibility and proposal evaluation.
- Meeting all the requirements of competence and experience.
- Meeting all the technical requirements.
- The Supplier is ranked first for Satellite Service after negotiation and has a negotiated offer price (including taxes and fees) lower than the planned price.
- The Supplier is ranked first for VHF Service in Japan zone, Brazil zone, China and Thailand zone, Russia zone after negotiation and has a negotiated offer price (including taxes and fees) lower than the planned price.
- The Supplier is ranked first for VHF Service in other area after negotiation and has a negotiated offer price (including taxes and fees) lower than the planned price

will be the selected supplier or the primary service supplier. The second ranked supplier may be considered to be the secondary service supplier.

- In all situations, the unit price of the successful supplier or primary service supplier or secondary service supplier must not exceed the current unit price of the contract between the Supplier and VNA (if any).

2.10. Announcement of the result to supplier

- After having the approved decision of successful supplier, VNA will send a written notification (by email or courier) to all suppliers who submitted Proposals. Notification to successful supplier will include the time and venue for contract conclusion.
- VNA 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, VNA shall notify the Supplier in writing in the case of cancellation of the selection process or rejection of all proposals.
- In all situations, VNA has the right to choose the Supplier that meets our service requirements.

2.11. Information security:

Information related to the proposal and its evaluation must be kept confidential and must not be disclosed to any third party not officially involved in the selection process. Under no circumstances is it permitted to disclose the proposal to other suppliers.

3. PROPOSAL EVALUATION STEP

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

3.1. The eligibility of supplier and proposal evaluation

The Supplier is not allowed to clarify the eligibility of supplier and proposal.

The evaluation of the eligibility of supplier and legitimate proposal is carried out according to the evaluation criteria of competence and experience defined in Section 4.1.

The Proposal will be eliminated if it does not meet the criteria of the eligibility of supplier and legitimate proposal. The Proposal that meets all the requirements will be evaluated for competence and experience in Section 4.2.

3.2. Evaluation Criteria for capacity and experience

The evaluation of competence and experience is carried out according to the evaluation criteria of competence and experience defined in Section 4.2.

The Proposal will be eliminated if it does not meet the criteria of competence and experience. The Proposal that meets criteria of competence and experience will be evaluated in Section 4.3.

3.3. Criteria for technical evaluation

The technical evaluation is carried out according to the criteria for technical evaluation defined in Section 4.3.

The proposal will be evaluated for finance in Section 3.4 if it passes the technical evaluation.

3.4. Evaluation on Financial and Commercial

Step 1. Determine Offer prices – BM03

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.

- Other errors:

+ 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;

+ Physical unit errors: correct units in conformity with the RFP requirements;

+ 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;

+ If there is an error in a total corresponding to the addition of subtotals, the subtotals shall be prevailed, and the total shall be corrected;

+ 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 3.4

+ To arithmetic error, the amount in figures prescribed in this Section shall prevail.

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 (deficiency in work item(s) in comparison with the supply requirements) without an equivalent unit price in the Offer, the deficiency shall be adjusted as follows:
 - + The highest unit prices of work items in deficiency of the Proposals satisfying technical evaluation shall prevail for adjustment of deviation; if the Financial Proposals satisfying technical evaluation having no equivalent unit prices, the unit price constituting the price of procurement shall prevail.
 - + If there is only one supplier passing the technical evaluation, its equivalent unit price shall be prevailing for adjustment of deviation; if the Financial Proposal has no equivalent unit price, the unit price of the approved estimates of the procurement shall prevail.
 - + If there is a redundancy in the Financial Proposal (redundancy in work item(s) in comparison with the supply requirements) without an equivalent unit price in the Offer, then the redundancy will not adjust.
 - + To include all taxes and fees in the total price, VNA will proactively evaluate full taxes and fees in case the price in the table does not include them.
- If 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

Step 4. Determine the Offer price after error correction and adjustment of deviation and minus (-) discount (if any). (Not including tax and fee)

Discount: including fixed amount or percentage discount of ongoing fee; Or other discount that could be converted to the money.

Step 5. Ranking suppliers

The Proposal with the lowest evaluated price will be ranked first for each service item.

3.5. Proposal negotiation and re-ranking suppliers

- Based on supplier satisfying requirements of RFP, VNA will negotiate following instructions at Section 2.7. The negotiation is implemented based on the Proposal and all clarification documents (if any) of the supplier. The negotiation process including price, technical and commercial conditions.
- Best and Final Price Offer (BAFO): VNA conducts the final price offer process for suppliers who meet the requirements of the RFP.
- VNA re-ranks again suppliers based on the negotiation results and the suppliers' best and final price offer (BAFO) submissions. The Proposal with the lowest evaluated price will be ranked first for each service item.

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 submitted before the Deadline of Proposal submission	Satisfied	Not Satisfied	The Deadline of Proposal submission of RFP.
2.	The Proposal is signed by the legal representative of the Supplier (or authorized person within valid Letter of Authorization)	Satisfied	Not Satisfied	Letter of Offer and Letter of Authorization (if any)
3.	It is not undergoing dissolution process or subject to revocation of enterprise registration certificate, cooperative/cooperative union/ artel registration certificate; is not facing insolvency as prescribed by the law on bankruptcy	Satisfied	Not Satisfied	Commitment letter
4.	The Letter of Offer and Price Offer Table is signed by the legal representative of the Supplier, including all elements of price (not including tax, fee) and fixed price for the whole contract period.	Satisfied	Not Satisfied	Letter of Offer and Price Offer Table
5.	Currency of price offer: USD	Satisfied	Not Satisfied	Letter of Offer
6.	Language of Proposal: English	Satisfied	Not Satisfied	Proposal
7.	The validity of Proposal	≥ 180 days	< 180 days	Letter of Offer

No	Requirements	Satisfaction level		Evaluation Documents
		Satisfied	Not Satisfied	
8.	Operation Registration Certificate or Business Registration Certificate	Yes	No	Copies of Operation Registration Certificate or Business Registration Certificate issued by competent authorities in the country where Supplier is operating
9.	Supplier 's Written commitment	Yes	No	Written commitment following TL8 at Section 2.4

The Supplier is evaluated as “Satisfied” and is evaluated in the next steps when it meets all requirements above.

4.2. Criteria for evaluating the competence and experience of Supplier

No	Requirements	Satisfaction level		Evaluation Documents
		Satisfied	Not Satisfied	
1.	<ul style="list-style-type: none"> - The Supplier provides the list of at least 5 airlines with more than 100 aircrafts using satellite service. - The Supplier provides satellite service on different continents globally. 	Yes	No	Proof documents or Commitment letter.
2.	The Supplier commits to completing implementation within 2 weeks from the date of signing the contract.	Yes	No	Commitment letter
3.	The Supplier commits to supporting and coordinating with VNA in obtaining permission during the implementation process, including submitting	Yes	No	Commitment letter

No	Requirements	Satisfaction level		Evaluation Documents
		Satisfied	Not Satisfied	
	documents, organizing testing, introducing system functions, etc.			
4.	The Supplier commits that the functions and solutions described will be ready for use before the cutover time. In addition to providing descriptions of the mechanisms and operating principles to meet the RFP requirements, the Supplier must clearly state the conditions for IT infrastructure, supporting applications, and necessary databases.	Satisfied	Not Satisfied	Detail solution documents
5.	The Supplier commits to providing relevant training.	Yes	No	Commitment letter

The Supplier is evaluated as “Satisfied” and is evaluated in the next steps when it meets all requirements above.

(Note: For joint venture contractors, capacity and experience are determined by the combined capacity and experience of the joint venture members. However, each member must individually meet the capacity and experience requirements for the portion of the work they are responsible for within the joint venture.)

4.3. Criteria for Technical evaluation

No	Requirements	Satisfaction level		Evaluation Documents
		Satisfied	Not Satisfied	
1.	The Supplier's aircraft communication service is a global service.	Yes	No	Commitment letter or Document
2.	It provides traffic log.	Yes	No	Commitment letter or Document

No	Requirements	Satisfaction level		Evaluation Documents
		Satisfied	Not Satisfied	
3.	The language is English	Yes	No	Commitment letter or Document
4.	The service delivered to customer for AOC/AAC communication accordance with AEEC 618/620 characteristics.	Yes	No	Commitment letter or Document
5.	It ensures the security and protection of VNA's sensitive data.	Yes	No	Commitment letter or Document
6.	The system easily allows for the expansion of data sources and user scope.	Yes	No	Commitment letter or Document
7.	It ensures high scalability and performance to meet VNA's development needs.	Yes	No	Commitment letter or Document
8.	Service Agreement: SLA \geq 99%.	Yes	No	Commitment letter or Document
9.	Ensure system operation and functionality 24/7.	Yes	No	Commitment letter or Document

Supplier is evaluated as “Satisfied” and is evaluated in the next steps when it meets all requirements above.

FORMS

Form 1 (BM01)

LETTER OF OFFER

Location, date

To: Vietnam Airlines JSC

(Hereinafter called VNA)

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 **“Providing the Aircraft Communications Services to Vietnam Airlines for the period from 08/2025 to 07/2030”** 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 [with fix amount or percentage discount of ongoing fee; Or other discount that could be convert to the money] is..

The total price offered after discount is...

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 Form 02 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 No. 2 hereafter). Before signing the contract, the winning Supplier must submit to the VNA the certified copy of these documents. If detecting that the initial declaration information is inaccurate, Supplier shall be considered as violating Clause 4, Article 16 of the Bidding Law and be handled according to VNA's regulations.

Form 2(BM02)

LETTER OF AUTHORIZATION ⁽¹⁾

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 VNA:

- To sign the Letter of Offer;
- To sign written documents to make a business deal with VNA 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 VNA if being chosen.](2)

Above-mentioned authorized person solely implement tasks within the scope of authorization as a legal representative of _____ [Supplier's name]. [Supplier's name] are 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 VNA 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.*

Form 3(BM03)

PRICE OFFER TABLE

1. Price Offer table

” Providing the Aircraft Communications Services to Vietnam Airlines for the period from 08/2025 to 07/2030”

No	Item	Unit price (USD)	Average Unit Price Requirements
1	Package implementation fee		Free of charge
2	OnGoing fee		
2.1	Satellite Service		
	- Data satellite		≤ 0.12 \$/kb
	- Voice satellite		≤ 5.46 \$/minutes
2.2	VHF (VDL, HF Datalink Service...)		
2.2.1	Japan zone		≤ 0.34\$/kb
2.2.2	Brazil Zone		≤ 0.28\$/kb
2.2.3	China & Thailand		≤ 0.17
2.2.4	Russia		≤ 0.75\$/kb
2.2.5	Other Area		-
2.3	Other services		
	Other services included in the current contract (if any)		The proposed unit price does not exceed the current unit price

2. The price offer table validity is 180 days from date ... (hour), day ... month ... 2025.

Day Month Year

Representative of Supplier

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

Form 4(BM04)

Report on similar contracts performed by Supplier

No	Airline name	Service delivery	Duration (from..to..)	Name and address of customer for clarification and reference
1				
2				
3				

TR

Form 5(BM05)

SUPPLIER'S WRITTEN COMMITMENT

Supplier name:

After studying your Request for Proposal ” Providing the Aircraft Communications Services to Vietnam Airlines for the period from 08/2025 to 07/2030”, We commit:

1	There are no disputes that have not been resolved with the Corporation.	<input type="checkbox"/>
2	Implementation will be completed within 2 weeks from the date of signing the contract	<input type="checkbox"/>
3	It is not undergoing dissolution process or subject to revocation of enterprise registration certificate, cooperative/cooperative union/ artel registration certificate; is not facing insolvency as prescribed by the law on bankruptcy	<input type="checkbox"/>
4	We will support and coordinate with VNA in obtaining permission during the implementation process, including submitting documents, organizing testing, introducing system functions, etc.	<input type="checkbox"/>
5	We will provide relevant training.	<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 AIRCRAFT COMMUNICATION SERVICES AGREEMENT

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, Bo De Ward, Long Bien District, Hanoi, Vietnam (**‘Customer’**),

represented by:

1(.....

(name of Supplier) and **Customer** 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 in order 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.

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 6. Project organization

Article 7. Training

Article 8. Milestones completion and acceptance

Article 9. Liability

Article 103. Confidentiality of Information

Article 114. Termination

Article 125. Notices

Article 136. Marketing

Article 147. Force Majeure:

Article 15. Contract Performance Security & Penalty

Article 19. Micellaneous

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 Singapore. All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the Singapore International Arbitration Centre ("SIAC"). 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 20. List of Appendices

Signed on behalf of CUSTOMER

Signed on behalf of SUPPLIER

Name:

Name:

Title:

Title:

Signature: _____

Signature: _____

