

**REQUEST FOR THE BEST AND FINAL PROPOSAL (RBAFP) TO  
LEASE PORTABLE WIRELESS IFE BOXES TO EQUIP 37 A321CEO  
AIRCRAFT**

Hanoi, *May*..... 2023

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## INVITATION FOR THE BEST AND FINAL PROPOSAL

Hanoi, *May 5<sup>th</sup>*, 2023

Dear Sir/Madam,

Vietnam Airlines JSC, hereinafter referred to as VNA, is pleased to announce its intention to seek leasing solutions for portable wireless In-Flight Entertainment (IFE) boxes to equip our 37 A321CEO aircraft. We hereby invite eligible and qualified Providers to participate in this Request for The Best and Final Proposal (RBAFP) and provide leasing solutions for portable wireless IFE boxes that meet our requirements, which are detailed in the attached RBAFP.

The Best and Final Proposal should be sent by express mail, email, or by hand directly as requested in Chapter I of the RBAFP no later than *17.00 May 10<sup>th</sup>*, 2023 (*Hanoi time*).

After receiving the proposals, the evaluation process will commence, and VNA will carefully assess each proposal. The selected Provider will then be engaged in further negotiations, with the ultimate goal of securing the lease of the IFE boxes.

ON BEHALF OF  
VIETNAM AIRLINES JSC



**Pham Trung Dung**  
Wireless IFE Selection Team Leader

**CHAPTER I: INSTRUCTIONS TO OFFERORS**  
**A. DEFINITIONS**

**VNA** means VIETNAM AIRLINES JSC.

**RBAFP** means Best and Final Proposal.

**IFE** means for In-Flight Entertainment.

**CSP** means Content Service Provider

**“OFFERORS”** means the providers of portable wireless IFE boxes

**“OFFERORS escalation formula”** means the escalation formula provided by OFFERORS and specified in Proposal submitted to VNA.

**NRC** means Non Recurring Cost.

**Direct Discounts** means the discounts applied toward the final payment of Equipment Ship-set or cash amount paid to VNA by the OFFERORS at delivery of the Equipment Ship-set.

**Price Level** means all the price (including Equipment Price, direct discounts/credits) are at the base 2023 price level.

**Support Credits”** means credits provided by the OFFERORS to VNA to be applied to the purchase of OFFERORS’s spares and any services without any binding conditions of use.

## CHAPTER I: INSTRUCTIONS TO OFFERORS

### B. GENERAL INFORMATION

#### 1. General Contents:

VNA is currently seeking a leasing solution for portable wireless In-Flight Entertainment (IFE) boxes to equip our fleet of 37 A321CEO aircraft. The lease term required is for a duration of 2 years.

#### 2. Scope of Service:

The OFFERORS are required to provide a leasing solution for the necessary number of portable wireless In-Flight Entertainment (IFE) boxes to be installed on the following aircraft. The solution provided by OFFERORS must ensure high-quality service to VNA passengers.

Fleet	QTT of Aircraft	Lease term (year)
A321CEO	37	2

The Scope of Service excludes content providing and any associated services, which will be provided by a separate Content Service Provider (CSP)

#### 3. Tentative Deployment Timeline

The tentative schedule to deploy portable wireless IFE boxes for 37 A321CEO aircraft of VNA is in July 2023. OFFERORS are expected to diligently pursue the achievement of the proposed timeline. This timeline is the initial schedule and for planning purpose only and subject to change by VNA.

#### 4. OFFERORS' Eligibility

The OFFERORS shall provide copy of Certificate of Business Registration or document proving the lawful establishment issued by authorized office of the State of Participant's Nationality.

#### 5. OFFERORS' Participation Cost

The OFFERORS shall bear all costs associated with the preparation and submission of its Proposal, and VNA will in no case be responsible or liable for that cost.

#### 6. Content and Clarification of RBAFP Documents

6.1. Content of the RBAFP Documents: Includes all documents as stated in the Table of Contents, enclosed in this RBAFP Documents.

6.2. The OFFERORS are kindly requested to examine and study carefully all instructions, forms, terms and conditions required by VNA, other provisions and specifications in the RBAFP Documents. Failure to furnish/acknowledge all information and terms/conditions required in the RBAFP Documents or any submission of Proposal is not substantial as indicated in the RBAFP Documents in every aspect will be at the OFFERORS' risk.

6.3. The OFFERORS if require any clarification of RBAFP Documents, may notify VNA in writing by fax or by email to address:



VIETNAM AIRLINES JSC

Technical Department

200 Nguyen Son, Long Bien, Ha Noi, Vietnam

Attention: Mr. Pham Trung Dung

Deputy Director-Technical Department

Email: [dungphamtrung@vietnamairlines.com](mailto:dungphamtrung@vietnamairlines.com)

And copy to: Mr. Nguyen Ky The

Deputy GM - Technical Department

Email: [thenguyenky@vietnamairlines.com](mailto:thenguyenky@vietnamairlines.com)

Mr. Pham Van Khanh

Executive - Technical Department

Email: [khanhvp@vietnamairlines.com](mailto:khanhvp@vietnamairlines.com)

VNA will response in writing to any request for clarification of the RBAFP Documents to all OFFERORS, if such request would be received no later than 03 calendar days prior to the deadline for submission of Proposal.

#### **6. RBAFP Documents Amendment**

In case of necessity or by request of the OFFERORS, VNA can modify or amend contents of RBAFP Documents (includes extension the deadline for the submission of Proposal if necessary). The amendment will be notified in writing by email or fax to all the prospective OFFERORS, who have received RBAFP Documents, at least 03 calendar days prior to the deadline of Proposal submission. The OFFERORS have to acknowledge in writing to VNA its receipt of the amended document by email or fax.

## **CHAPTER I: INSTRUCTIONS TO OFFERORS**

### **C. PROPOSAL PREPARATION AND SUBMISSION**

#### **7. Language**

The Proposal prepared by the OFFERORS and all correspondences and documents relating to the Proposal exchanged by the OFFERORS and VNA shall be written **in English**.

#### **8. Contents of Proposal**

The Proposal prepared by the OFFERORS shall include the following contents:

- 8.1. Best and Final Proposal Application (form no.1 attached hereinafter).
- 8.2. Legitimacy and Adequacy of Proposal (form no.2 attached hereinafter).
- 8.3. Technical Requirements (form no.3 attached hereinafter).
- 8.4. Commercial Terms (form no.4 attached hereinafter).
- 8.5. Draft Contract (form in the Attachments hereinafter).
- 8.6. List of Customer.
- 8.7. Repair/Overhaul facilities.
- 8.8. Reliability Data or Draft Design Calculation Data.
- 8.9. The OFFERORS are encouraged to provide an analysis of the advantages and disadvantages of their equipment design (for reference purposes)
- 8.10. Other documents (if any).

OFFERORS shall be responsible for providing the required information and documents honestly. In case there is any dishonesty in provision of required information and documents, VNA shall reserve the right to reject the Proposal without any notification.

#### **9. Change in Participation Status**

If a OFFERORS needs to change its OFFERORS participation status (e.g., name) with different contents from those at the time of receiving the RBAFP, such OFFERORS needs to send a written notice of changes in the OFFERORS participation status (if any) to VNA. VNA shall only consider if it receives the written notice at least three (3) days prior to the Deadline of Submission of Proposal. Changes in the OFFERORS participation status are valid when there is a written approval of VNA prior to the Deadline of Submission. VNA sends such approval by fax or e-mail to the OFFERORS prior to the delivery of the original. In case VNA does not approve changes in the OFFERORS participation status of an OFFERORS, VNA shall state clearly the reason in accordance with the laws and regulations on tendering.

#### **10. Proposal Application**

The Proposal application is to be prepared by the OFFERORS and must be completely filled in and signed by the authorized representative of the OFFERORS (being the legal representative of the OFFERORS or authorized personnel together with a valid power of attorney).

In case of an OFFERORS partnership, the proposal application form must be signed by the authorized representative of each partner in the partnership, unless the partnership agreement provides that the partners agree for the authorized representative of the principal partner to sign the proposal application form. In case each partner in the partnership authorizes under power of attorney, it is implemented as provided for independent OFFERORS.

#### **11. Proposal Currency**

Proposal currency and payment currency are in United States Dollar (USD).

If the OFFERORS offer the price in Vietnam Dong (VND), the VND/USD exchange rate published by Vietcombank on the bid closing date will be used to convert the price to USD.

#### **12. Validity of the Proposal**

12.1 The Proposal must remain valid for at least **90 days** from the deadline of submission. A Proposal valid for a shorter period shall be deemed illegitimate and rejected by VNA.

12.2 In case of necessity VNA will send a request in writing to the OFFERORS to ask for an extension of its Proposal validity. If the OFFERORS do not accept this extension, then its Proposal shall not be taken into evaluation further and shall be rejected by VNA.

#### **13. Format and Signing of Proposal**

13.1 Documentations of Proposal can be submitted via email or by post or direct submission.

13.2 The OFFERORS shall be responsible for the accuracy and consistency between the copies and the original. During evaluation, if VNA discovers that the copies have technical errors such as blurriness, unclarity, missing pages or other errors, VNA shall use the contents of the original as the basis. In case the copies have different contents from the original, subject to the level of discrepancy, VNA shall have discretion to take appropriate actions, for instance, discrepancy that is not fundamental and does not alter the nature of the Proposal be acceptable.

13.3 Proposal must be typed, printed in inerasable ink and have pages numbered in numerical order. Proposal application form, discount letter (if any), additional documents for clarification of the Proposal and other forms must be signed by the authorized representative of the OFFERORS as stipulated in Article 10 above.

13.4 Words inserted between, erased or written over the typed versions shall only be valid if accompanied by signature (of the person who signs the Proposal Application Form) next to them with a seal (if there is a seal).

#### **14. Sealing and Marking of Proposal**

14.1 The OFFERORS shall seal the documentations of the Proposal in an envelope, duly marking in the outer envelope as **"The Proposal is for the selection of a leasing solution for portable wireless In-Flight Entertainment (IFE) boxes to equip 37**



**A321CEO aircraft - Please do not open before 17.h00...May.10<sup>th</sup>, 2023 (Hanoi time)"** in case the Proposal submit by post or direct submission.

14.2 The outer envelope shall indicate the name and post address of the OFFERORS in case the proposal might be unopened and returned in case that it is declared "LATE".

14.3 VNA will assume no responsibility for the proposal's misplacement or premature opening if the outer envelopes are not sealed and marked as required.

#### **15. Deadline for Submission of the Proposal**

The Proposal must be received by VNA at VNA Head Office address no later than 17.....h00...May...10<sup>th</sup>, 2023 (Hanoi time).

*VNA will not accept, not consider and not take into evaluation any adjustments (and/or additional proposals/amendments) of the Proposal by the OFFERORS after the above mentioned deadline.*

#### **16. Modification and Withdrawal of the Proposal**

The OFFERORS may modify or withdraw its Proposal after the Proposal's submission provided that a written modification or written notice of withdrawal is received by VNA prior to the deadline stipulated in Article 15 here above.

**CHAPTER I: INSTRUCTIONS TO OFFERORS**  
**D. OPENING AND EVALUATION OF PROPOSAL**

**17. Intentionally Blank**

**18. Clarification of the Proposal**

To assist the consideration, evaluation of the Proposal, VNA may, at its discretion, ask the OFFERORS for clarification of its Proposal. Request for clarification and response shall be in writing and there shall be no change in the prices/credits or substance of the Proposal.

**19. Evaluation of Proposal**

19.1 VNA will only evaluate the Proposal, in compliance with all the Instructions to the OFFERORS and the prerequisite terms and conditions stipulated/required by VNA in this RBAFP Documents.

19.2 Method and procedure for Proposal evaluation are specified in the Chapter II- "Evaluation of Proposal" of this RBAFP Documents. VNA shall select Business Seats which satisfies condition of the lowest evaluated price and meets all VNA requirements. VNA reserves its right to negotiate the terms & conditions proposed by OFFERORS.

## CHAPTER I: INSTRUCTIONS TO OFFERORS

### E. PROPOSAL AWARD

#### **20. Notification of Award**

Prior to expiration date of the Proposal validity, VNA will notify successful OFFERORS in writing by email or by fax, to confirm that the OFFERORS's Proposal has been accepted by VNA.

#### **21. Final Negotiation**

Within 03 working days upon receiving the notification of award, the successful OFFERORS must confirm to negotiate in details of terms and conditions proposed in its Proposal.

## CHAPTER II: EVALUATION OF PROPOSAL

### 1. The Proposal shall be evaluated in the 04 following steps:

- Step 1: Legitimacy, adequacy, prerequisite evaluation (Form No. 2)
- Step 2: Technical evaluation (Form No. 3)
- Step 3: Commercial evaluation (Form No.4)
- Step 4: Grade the Proposal

### 2. Main principles for evaluating the Proposal submitted by the OFFERORS:

All documents enclosed in set of the OFFERORS's Proposal, are integral parts of the OFFERORS's Proposal. In case there is a discrepancy of one factor (relating to the same criteria) between two or more documents enclosed in the OFFERORS's set of Proposal, VNA shall, in order to avoid the risk for VNA, take into calculation and evaluation the highest prices/rates (for cost elements), or the conditions VNA considers as the worst/disadvantage for VNA. In case there is a discrepancy between the number and the letter, the letter shall be prevailed.

In addition, VNA shall also consider taking into calculation and evaluation for cost elements which are best/advantage for VNA.

#### **Step 1: Legitimacy, adequacy, prerequisite evaluation**

The evaluation shall be given by criteria shown in Form No. 2: OFFERORS who cannot provide all documentations as listed in Form No. 2 shall be rejected.

#### **Step 2: Technical Evaluation**

The BA Proposal FP satisfies the step 1 shall be taken into technical evaluation. The evaluation shall be given by criteria specified in Form No. 3. VNA may request OFFERORS to provide additional documents and/or more clarifications to ensure that OFFERORS meet the essential requirements, even if they do not meet all criteria.

#### **Step 3: Evaluated Price Calculation**

##### 3.1 Correction of Errors:

Any error, including the arithmetic errors and typing errors shall be corrected by VNA. VNA shall notify this correction to the OFFERORS. The Proposal shall be rejected if:

- The OFFERORS does not accept the correction of errors; or
- Total of arithmetic errors is more than 10% differences compared to the final proposed price.

##### 3.2 Adjustment:

- VNA shall automatically supplement or adjust the deficient substances compares with the requirements in the RBAFP documents. VNA will not accept, not consider and not take into evaluation any adjustments and/or additional proposals/amendments of the Proposal by the OFFERORS after the submission deadline of Proposal.
- In case the adjustment exceed 10% of the final proposed price then the Proposal shall be rejected.

##### 3.3 Calculation of the Evaluated Price:



Based on the OFFERORS's quoted price and conditions in Form No. 3 – Commercial Terms, Part III of this RBAFP and reflecting/clarifying in detailed Proposal, VNA will review and evaluate in detail all terms and conditions as proposed and take into the Evaluated Price Calculation which includes one-time costs and recurring costs plus any other costs borne by VNA (if applicable) and minus any credit/discount (if any) – during the entire Agreement term. Priority shall be given to the direct discounts.

All terms and conditions for the evaluation shall be standardized and uniformly applied to ensure fair and consistent comparison of all Proposals received. In addition to the evaluation criteria specified in the RBAFP, Vietnam Airlines (VNA) shall estimate any additional impact costs or opportunity costs and factor them into the evaluated price calculation, in accordance with the OFFERORS's detailed Proposal. The total evaluated cost, including all applicable costs, shall not exceed the budget approved by VNA.

VNA may, at its discretion in case by case, apply other evaluation ground rules and data if applicable and acceptable to VNA.

$$\text{Total Evaluated G} = \text{G1} + \text{G2} + \text{G3} + \text{G4} + \text{G5}$$

- G1: One-time or initial costs associated with the lease shall be included in this criterion.
- G2: This criterion shall encompass all recurring costs payable by VNA on an annual/monthly/cyclical basis throughout the lease term.
- G3: Any additional expenses or relevant direct discounts shall be included in this criterion.
- G4: Any other expenses not encompassed in the preceding evaluation criteria shall be included in this criterion.
- G5: Opportunity cost of prepayment. The preferred payment term is postpaid for recurring costs, due within 30 days of receipt of the invoice. OFFERORS should be aware that if OFFERORS propose prepaid payments, all such payments shall be subject to a fixed interest rate of 6.7% per annum, compounded monthly. VNA will calculate the interest rate and include it in the cost of the proposal for the evaluation, ensuring an accurate evaluation of the total cost over the term of the agreement. The formula below:

$$G5 = \sum_{i=1}^{12} \frac{PMT}{12} \frac{i \cdot r}{12}$$

Where:

G5 = Opportunity cost of prepayment

PMT = Yearly Payment Amount

r = Interest Rate per annum (in decimal form, i.e., 6.7% = 0.067)

#### **Step 4: Grade the Proposal**

For OFFERORS who meet all technical criteria, VNA will negotiate to obtain the best price before conducting evaluations.

VNA shall select a Proposal which has a lowest evaluated price for the scope of service and satisfies all conditions and requirements of VNA specified in this RBAFP documents.

**In case, two Proposal have the same evaluated price, the Proposal offered the shorter lead time shall be selected.**

**CHAPTER III: BEST AND FINAL PROPOSAL APPLICATION FORM**

**FORM NO. 1: BEST AND FINAL PROPOSAL APPLICATION**

*Date: .....*

**TO: VIETNAM AIRLINES JSC (VNA)**  
**200 Nguyen Son, Long Bien**  
**Ha Noi, Vietnam**

**Attention: Mr. Pham Trung Dung**  
***Wireless IFE Selection Team Leader***

After studying VNA's Request for Proposal Documents (RBAFP Documents) dated .....,2023, We, "The OFFERORS name", have understood very clearly the RBAFP Documents and we would like to submit a Proposal attached in compliance with all terms, conditions, instructions and requirements stipulated in RBAFP Documents.

We offer a Proposal for a leasing solution for portable wireless In-Flight Entertainment (IFE) boxes to equip 37 A321CEO aircraft.

We agree, at VNA's request, to discuss and make clarification and consideration of adjustment or revisions to the supports offered in our Proposal.

Our Proposal is valid until ..... (validity for 90 days from Deadline for Submission of Proposal).

***For and on behalf of*** .....

(Signed and sealed if there is a seal)

Name:.....

Title:.....

(Duly authorized to sign Proposal)

## FORM NO. 2: LEGITIMACY AND ADEQUACY OF PROPOSAL

Item	Requirement	OFFERORS response (Yes / No)
1	Documents establishing OFFERORS's eligibility as stated in Article 4 Chapter I of this RBAFP	
2	Form No. 1: Proposal Application	
3	Form No. 2: Legitimacy and Adequacy Assessment	
4	Form No. 3: Technical Requirements	
5	Form No. 4: Commercial Terms	
6	Draft Contract	



### FORM NO. 3: TECHNICAL REQUIREMENTS

Item	Description	Requirement	OFFERORS's response	Remark
1	Service Package	A leasing solution for portable In-Flight Entertainment (IFE) boxes to provide IFE services on A321CEO aircraft		
2	Lease term	2 years		
3	Validity of the Proposal	Validity of Proposal meets requirement of at least 90 days from the deadline of submission.		
4	Hardware on-board	Provide quantity of boxes per aircraft and the total number boxes for the service package (recommend 3 boxes per aircraft)		
5	Spare boxes	Require the total of 9 spare boxes that are located in VN		
6	Maintenance	If any boxes failed during operation, replacements will be provided at no cost		
7	Charger stations	Charging stations will be built at three main bases. OFFERORS are required to provide additional chargers if the standard quantity is insufficient		
8	Power supply	The device operates using batteries and has a minimum 8-hour operating capacity		
9	Storage	A minimum of 50 gigabytes (GB)		
10	Capacity of boxes	Provide the maximum number of passengers that can access and utilize the service simultaneously on each box		
11	Portal customization	Customizable per VNA's requirements		

12	Moving Feature Map	Require the moving map feature		
13	Integration service	Bi-monthly, excluding content which will be provided by a separate CSP.		
14	DRM content support & DRM Server license	DRM video support is not required for the package, but the OFFERORS have the capability to provide DRM licenses and support DRM videos upon request.		
15	Lead-time	4 months after proposal award or shorter		
16	Installation on aircraft	Provide the installation and operation requirements for the aircraft, if any		
17	List of customers	Provide the list of OFFERORS's customers		
18	Reliability Data	Provide reliability data or draft design calculation data		
19	Price Level and Validity	The quoted price shall be at a firm-fixed price level at 2023 rates, without price escalation. The quoted price shall remain valid for a period of 90 days from the date of submission. In the event that negotiations are required, the validity term shall be extended to accommodate the negotiation process, as agreed to by both parties in writing.		
20	Price Escalation	The proposal shall not include any escalation clauses or provisions, and the price shall remain firm throughout the entire duration of the contract. Any proposal that includes price escalation clauses will be rejected.		
21	Delivery term	OFFERORS shall be responsible for ensuring that the goods/services are delivered in good condition and in compliance with the		

		<p>specifications outlined in the RBAFP. The delivery shall be made DDP (Delivered Duty Paid) to VNA's facilities, or other locations as requested by VNA. This means that the supplier shall be responsible for all costs associated with delivery, including transportation, insurance, customs duties, taxes, and any other fees required to complete the delivery.</p>		
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#### FORM NO. 4: COMMERCIAL TERMS

The OFFERORS should provide a detailed breakdown of the direct discounts, support credits, and other forms of support that they are offering, based on VNA's selection of the service package for leasing portable IFE boxes for 37 A321CEO aircraft.

Item	Description	OFFERORS's response					Remark
		Unit (package/ box/update)	Payment Type	Qty	Unit Cost	Total Cost	
	<b>Currency</b>	USD					
<b>G1</b>	<b>(One-time cost)</b>						
<b>1</b>	<b>Setup &amp; Configuration cost</b>						Breakdown by Items. DRM content is not required. Any costs associated with DRM licenses and DRM content requested should be provided separately and will not be counted for the evaluation
<b>2</b>	<b>Moving Map Cost</b>						
<b>3</b>	<b>Batteries (for removable battery boxes) and Chargers for 3 charging stations:</b> • 240 Batteries • 6x 12-bay Battery Chargers, if required						Breakdown by Items
<b>G2</b>	<b>(Recurring cost)</b>						
<b>1</b>	<b>Box (Lease, 111 boxes + 9 boxes for spare)</b>						Breakdown by Items



2	Hub Proxy Units for 3 charging stations, if required						
3	Map Server license						
4	Content Integration Cost and Transcoding cost, excluding CSP (Quantity up to 100 programs per update)						Breakdown by Items. Request that all the cost of integration, transcoding be calculated per update rather than per individual titles
G3							
1	Direct Discounts						
2	Support Credits						
G4							
1	Other costs (if any)						
G5							
1	Opportunity cost of prepayment	The preferred payment term is postpaid for recurring costs, due within 30 days of receipt of the invoice. If OFFERORS propose prepaid payments, all such payments shall be subject to a fixed interest rate of 6.7% per annum, compounded monthly. VNA will calculate the interest rate and include it in the cost of the proposal for the evaluation, ensuring an accurate evaluation of the total cost over the term of the agreement. If OFFERORS propose alternative payment terms, the terms should be detailed for the calculation and evaluation.					
Others							
1	Early termination of leasing contract	There is a term in the contract for VNA to return a number of leasing boxes early (negotiation further before signing the contract).					

<b>2</b>	<b>Payment Terms</b>	In accordance with the Agreement signed between OFFERORS and VNA	
<b>3</b>	<b>Product Supports</b>		
<b>3.1</b>	<b>Training</b>		
<b>3.2</b>	<b>Warranty</b>		
<b>3.3</b>	<b>Documentations</b>		
<b>3.4</b>	<b>On-site engineering support</b>		

## ATTACHMENTS

- Draft Contract Form

## **DRAFT CONTRACT**

1. **PRODUCT PRICES, PAYMENT TERMS:**
  2. **DELIVERY CONDITIONS**
  3. **PRODUCT SUPPORT SERVICES**
  4. **TECHNICAL ASSISTANCE**
  5. **APPLICABLE LAW**
  6. **EFFECTIVENESS, VALIDITY AND TERMINATION**
  7. **WARRANTY**
- APPENDIXES (IF ANY)**