

REQUEST FOR PROPOSAL

Package: Supplying the Electronic Technical Logbook (VNA-ETL) software service to Vietnam Airlines for the period from December 2025 to November 2030.

Purchaser: Vietnam Airlines J.S.C.

Ha Noi, date 16 month 12 year 2024

**ON BEHALF OF CEO
CHIEF OF PROJECT TEAM**

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, the VNA-ETL system is officially launched and operated.
7.	ETL	Electronic Technical Logbook – Nhật ký kỹ thuật điện tử
8.	CDL	Configuration Deviation List
9.	CRS	Certificate for Release of Service
10.	DD	Deferred Defect
11.	EFB	Electronic Flight Bag
12.	FC	Flight Cycle
13.	FH	Flight Hour
14.	HIL	Hold Item List
15.	M&E	System Maintenance & Engineering System
16.	MCC	Maintenance Control Center
17.	MDM	Mobile Device Management
18.	MEL	Minimum Equipment List
19.	MOC	Maintenance Operation Center
20.	MRO-IT	Aircraft maintenance and repair management software system
21.	MTC	Maintenance
22.	OTP	One Time Password
23.	Personal Device	Flight Crew Device là thiết bị cá nhân được cung cấp cho Tổ bay như iPads.
24.	RIE	Rectification Interval Extension
25.	TCC	Technical Control Center
26.	VNA-ETL	VNA Electronic Technical Logbook

Hanoi, 16th December , 2024

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 "Supplying the Electronic Technical Logbook (VNA-ETL) software service to Vietnam Airlines for the period from December 2025 to November 2030."

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 05.00 PM (Hanoi time) on 30/12/2024;
 - Place of receipt: Vietnam Airlines JSC, 200 Nguyen Son, Long Bien District, Ha Noi City.
 - Contact point: Mr. Nguyen Thanh Quang, Phone: +84-906-250-268, Email: quangnguyenthanh@vietnamairlines.com.
2. Via email
 - The deadline for receiving proposals is 05:00 PM (Hanoi time) on 30/12/2024;
 - Form of receipt: Suppliers send an email attached to the scanning of the original proposal to the email address:
quangnguyenthanh@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 Electronic Technical Logbook (VNA-ETL) software service to Vietnam Airlines for the period from December 2025 to November 2030"; The size of email attachments must be < 20MB per email.
 - Contact point: Mr. Nguyen Thanh Quang, Phone: +84-906-250-268, Email: quangnguyenthanh@vietnamairlines.com.

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

Supplying the Electronic Technical Logbook (ETL) software service to Vietnam Airlines for the period from December 2025 to November 2030.

1.1.2. Category: ETL software System.

1.2. Requirements of products and services

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

- The VNA-ETL software must ensure reliable operation even without an internet connection.
- The VNA-ETL software must be capable of connecting to and sharing data with the MRO IT system and VNA's data warehouse.
- The VNA-ETL software must support the following main functions:
 - + User Management Function (Admin): Manage user authorization and access control.
 - + Flight Log Function: Record and manage flight details.
 - + Interior Failure Log Function: Record information about interior failures and corresponding actions.
 - + Failure and Corrective Action Recording Function: Log technical failures and corrective actions.
 - + Technical Log History Review Function: Access and review the history of technical logs.
 - + Fluid Check/Fill Management Function: Manage fluid levels and checks (fuel, oil, hydraulic, de-icing, etc.).
 - + APU Hour/Cycle Management Function: Track and manage APU hours and cycles.
 - + Aircraft Status Summary Report: Generate a summary report of the aircraft's overall status.
- The software must comply with VNA's security requirements.

The detail requirements are listed in section 4.3.

1.3. Contract Period

- Implementation requirement: 365 days from the effective date of the contract
- Contract Period: 60 months from the VNA-ETL system CutOver date.

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).

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 before the deadline of Proposal submission as provided in the Section 3.4 and Section 3.5 herein.

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

2.1.3. Letter of Offer

The supplier may propose two options: a bundled package or separate quotations for the software system and server hosting. In the case where the provider 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 (which includes BM03A for the bundled package quotation and BM03B for separate component quotations). 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: VND or 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:
 - + VNA shall make advance payment up to 20 percent of implementation fee after the Contract's execution and the receipt of contract performance guarantee
 - + VNA shall make total payment of implementation fee (minus the advance payment) after CutOver Date.
- Ongoing fee: Pay monthly.

2.2. Clarification of RFP

In case the RFP needs to be clarified, 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.

2.3. Proposal submission

2.3.1. Deadline of Proposal submission and validity of Proposal

- Proposal submission date: Before 05:00 PM (Hanoi time), .../...., 2024. 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.

2.3.2. Proposal specifications

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

2.3.3. Language of Proposal: Vietnamese or English. In case the Supplier submits the Proposal in both Vietnamese and English, the evaluation will be conducted on the Vietnamese version.

2.3.4. Proposal submission method

Supplier could choose one of two method as:

2.3.3.1. Direct or by courier to the following address:

- VNA-ETL project team – Vietnam Airlines JSC.

Address: VN2 building, 200 Nguyen Son street, Long Bien district, Hanoi.

- *Contact:* Mr. Nguyen Thanh Quang, Phone: +84-906-250-268, Email: quangnguyenthanh@vietnamairlines.com .
- *Email:* quangnguyenthanh@vietnamairlines.com

2.3.3.2 Via email:

- *Email:* quangnguyenthanh@vietnamairlines.com;
- *Contact:* Mr. Nguyen Thanh Quang, Phone: +84-906-250-268, Email: quangnguyenthanh@vietnamairlines.com

The Proposal must have the signature of the legal representative/ authorization of Supplier. Letter of Authorization must be followed 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.

In case the Proposal is submitted via both above method then the last one will be selected.

2.4. 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

Docs ID	Documents	References
TL5	Letter of Authorization (if any)	BM02
TL6	Price Offer table	BM03
TL7	List of similar contract	BM04
TL8	Supplier's Written commitment	BM05
TL9	Joint Venture Agreement	BM06
TL10	Draft of contract	BM07
TL11	Technical solution description	

2.5. 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 of 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 relies on submitted Proposal to evaluate.

2.6. 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's eligibility, Proposal's eligibility.
- Evaluating the competence and experience of Supplier.
- Evaluating the technical requirements.
- Financial evaluation and ranking Supplier.
- Proposal negotiation and re-ranking Suppliers

2.7. Proposal negotiation

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

2.8. Conditions for successful Supplier

The Supplier shall be awarded and selected for contract negotiation if satisfying the following conditions

- Having Supplier's eligibility and legitimate Proposal.
- Meeting the requirements of competence and experience.
- Meeting the technical requirements .
- The supplier is ranked first after negotiation and has a negotiated offer price (including taxes and fees) lower than the planned price.

2.9. 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 Supplier 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 in writing Suppliers in the case of cancellation of the selection process or reject all proposals.

2.10. 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

Evaluating the eligibility of Supplier and legitimate proposal will follow by the criteria of Supplier and proposal requirement that defined at section 4.1.

The proposal will be rejected if do not meet any criteria. The Proposal meets all the above requirements will be evaluated the competence and experience at section 4.2.

3.2. Competence and experience evaluation

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

The Proposal will be eliminated if it does not meet the criteria of competence and experience. The Proposal meets criteria of competence and experience will be evaluated at the next section 4.3.

3.3. Technical evaluation

The technical evaluation is performed by scoring according to the technical evaluation criteria mentioned in section 4.3

The proposal will be evaluated the finance in section 3.4 if passes the technical evaluation.

Technical evaluation satisfaction: The proposal will be evaluated as technically compliant when it meets all mandatory requirements. Suppliers will be rated as 'Not Satisfied' if they fail to meet even one of the criteria identified as 'Mandatory'

3.4. Financial evaluation and ranking Supplier

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' requirements without any payment from the Investor during the contract performance.

- 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 prevail 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 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 (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 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.

- In order to include all taxes and fees in the total price, VNA will proactively evaluate full taxes and fees in case of the price in the table does not includes 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). (Not including tax and fee)

Discount: including fix amount or percentage discount of implementation fee OR ongoing fee; Or other discount that could be convert to the money.

3.4.5. Step 5. Determine Net Present Value current offer price (M):

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

Where:

- M is the evaluated cost converted to present value (costs incurred throughout the contract execution period are converted to their value at the initial point);
- N is the initial implementation cost;
- i is the year of rental (value from 1 to 5);
- Ai is the software rental cost in the ith year, including price adjustments based on the supplier's proposed rate/coefficients (if applicable);
- R is the discount rate of 6% per year.

3.4.6. Step 6. Ranking Supplier

The Proposal with the lowest evaluated price will be ranked first.

3.5. Proposal negotiation and re-ranking Supplier

- Base on Supplier satisfying requirements of RFP, VNA will negotiate following instruction 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.
- 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' final price offer (BAFO) submissions. The Proposal with the lowest evaluated price will be ranked first.

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 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.	The Letter of Offer and Price Offer Table is signed by the legal representative of the Supplier, including all elements of price (not include tax, fee) and fixed price for whole contract period.	Satisfied	Not Satisfied	Letter of Offer and Price Offer Table
4.	Joint venture agreement	Satisfied	Not Satisfied	Joint venture agreement
5.	Currency of price offer: USD or VND	Satisfied	Not Satisfied	Letter of Offer
6.	Language of Proposal: Vietnamese or English	Satisfied	Not Satisfied	Proposal
7.	The validity of Proposal	≥ 180 days	< 180 days	Letter of Offer
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

No	Requirements	Satisfaction level		Evaluation Documents
		Satisfied	Not Satisfied	
9.	Any dispute with VNA that have not been solved until the time of Proposal submission	Have no dispute	Have dispute	Written commitment following TL8 at section 2.4
10.	Commitment provides the contract performance guarantee with the minimum value is 03% of contract value in case of bid winning.	Commit	Not Commit	Written commitment following TL8 at section 2.4
11.	In the case where the Suppliers request VNA to make a payment before the overall acceptance date of the VNA-ETL software system, the advance payment shall not exceed 20% of the implementation cost, and the Suppliers must provide an Advance Payment Guarantee equivalent to the amount requested for the advance payment.	Commit	Not Commit	Written commitment following TL8 at section 2.4
12.	Supplier 's Written commitment	Yes	No	Written commitment following TL8 at section 2.4

Supplier is evaluated as “Satisfied” and are evaluated in the next steps when they meet all of the above requirements.

4.2. Criteria for evaluating the competence and experience of Supplier

No	Requirements	Satisfaction level		Evaluation Documents
		Satisfied	Not Satisfied	
1.	The supplier supplying ETL systems to airlines must meet the following minimum requirements: - The supplier must provide a system capable of managing 150 aircraft	Yes	No	The client (airline) confirm letter or other proof documents.

No	Requirements	Satisfaction level		Evaluation Documents
		Satisfied	Not Satisfied	
	<p>across various fleet types and supporting a minimum of 2,500 users at the time of system cutover.</p> <ul style="list-style-type: none"> - The supplier must have at least one contract for providing ETL software services to an airline with more than 50 aircraft in operation by 2024. - The supplier's ETL software must be approved by EASA or FAA and the approval must still be valid. 			
2.	<p>Contract Implementation:</p> <ul style="list-style-type: none"> - VNA-ETL System Implementation: Must be completed within 12 months from the date of signing the contract. - Commitment to Support and Coordinate: The provider must support and coordinate with VNA in obtaining CAAV's permission during the implementation process, including submitting documents, organizing testing, introducing system functions, etc. 	Yes	No	Commitment letter
3.	Certificate of Ownership or supply permission for ETL system and relative modules	Satisfied	Not Satisfied	proof documents or Supplier confirmation

No	Requirements	Satisfaction level		Evaluation Documents
		Satisfied	Not Satisfied	
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 (through documents, voice, or video) 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.	Personnel Requirements: The supplier commits to providing at least 5 personnel to ensure the successful implementation of the VNA-ETL system.	Yes	No	Commitment letter

Supplier is evaluated as “Satisfied” and are evaluated in the next steps when they meet all of the above requirements.

(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

4.3.1. Product/Service evaluation

No	Requirements	Satisfaction level		Evaluation Documents
		Satisfied	Not Satisfied	
1.	The provider's ETL system is commercial software.	Yes	No	Commitment letter or Document

No	Requirements	Satisfaction level		Evaluation Documents
		Satisfied	Not Satisfied	
2.	It provides full and comprehensive technical logbook recording features and a management website.	Yes	No	Commitment letter or Document
3.	The language is English	Yes	No	Commitment letter or Document
4.	It ensures integration with the MRO IT system (AMOS) and VNA's data warehouse.	Yes	No	Commitment letter or Document
5.	There is a mobile application (App) available for devices using the iOS operating system (smartphones/tablets).	Yes	No	Commitment letter or Document
6.	It ensures the security and protection of VNA's sensitive financial data.	Yes	No	Commitment letter or Document
7.	The system easily allows for the expansion of data sources and user scope.	Yes	No	Commitment letter or Document
8.	It ensures high scalability and performance to meet VNA's development needs.	Yes	No	Commitment letter or Document

Supplier is evaluated as “Satisfied” and are evaluated in the next steps when they meet all of the above requirements.

4.3.2. ETL Software evaluation

- Detail criterias of evaluate the technical requirements of the VNA-ETL software according to the attached Appendix 01 "VNA-ETL Technical Requirements"
- The proposal will be evaluated as technically compliant when it meets all mandatory requirements. Suppliers will be rated as 'Not Satisfied' if they fail to meet even one of the criteria identified as 'Mandatory'

4.3.3. Service Agreement and Cyber Security evaluation:

No	Requirements	Satisfaction level		Evaluation Documents
		Satisfied	Not Satisfied	
1.	Service Agreement: SLA \geq 99%.	Yes	No	Commitment letter or Document
2.	Ensure system operation and functionality 24/7.	Yes	No	Commitment letter or Document
3.	Network Security: The system must be deployed on an independent virtual network with both network and application firewalls.	Yes	No	Commitment letter or Document
4.	Network Zone Design: The design must separate zones including internal, edge, DMZ, internal servers, database servers, and administration zones (if applicable).	Yes	No	Commitment letter or Document
5.	Access Management: Clear permission mechanisms and secure remote access management.	Yes	No	Commitment letter or Document
6.	Data Protection: Implementation of data security mechanisms and periodic backups.	Yes	No	Commitment letter or Document
7.	Monitoring and Recovery: Centralized information security monitoring system and disaster recovery mechanisms.	Yes	No	Commitment letter or Document
8.	Security Updates: Regular security patch updates for the software at no additional cost, with timely resolution of any identified security vulnerabilities.	Yes	No	Commitment letter or Document

No	Requirements	Satisfaction level		Evaluation Documents
		Satisfied	Not Satisfied	
9.	Commitment to Compliance with Legal Regulations: Adherence to Decree No. 53/2022/NĐ-CP, Decree No. 13/2023/NĐ-CP, and the cybersecurity regulations of the General Department of Civil Aviation, including prompt resolution of detected vulnerabilities.	Yes	No	Commitment letter or Document

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 **“Supplying the Electronic Technical Logbook (VNA-ETL) software service to Vietnam Airlines for the period from December 2025 to November 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 discount [with fix amount or percentage discount of implementation fee OR ongoing fee; Or other discount that could be convert to the money] is..

The total price offer 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.

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.

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 Electronic Technical Logbook (VNA-ETL) software service to Vietnam Airlines for the period from December 2025 to November 2030”

BM03A: the Bundled package quotation

No	Item	Quality	Unit price (exclude taxes, fees)	Price (exclude taxes, fees)
1	Package implementation fee (*)			
2	OnGoing fee (**)			
	Year 1:	100 Aircraft		
	Year 2:	110 Aircraft		
	Year 3:	120 Aircraft		
	Year 4:	140 Aircraft		
	Year 5:	150 Aircraft		
3	Other fee (if any)			
Total price (exclude taxes, fees)				

BM03B (*) : Separate quotations**

No	Item	Quality	Unit price (exclude taxes, fees)	Price (exclude taxes, fees)
1	Package implementation fee (*)			
2	OnGoing fee (**)			
2.1	License fee:			
	Year 1:	100 Aircraft		
	Year 2:	110 Aircraft		
	Year 3:	120 Aircraft		

	Year 4:	140 Aircraft		
	Year 5:	150 Aircraft		
2.2	Hardware infrastructure			
	Year 1:			
	Year 2:			
	Year 3:			
	Year 4:			
	Year 5:			
2.3	Technical Support			
	Year 1:			
	Year 2:			
	Year 3:			
	Year 4:			
	Year 5:			
3	Other fee (if any)			
Total price (exclude taxes, fees)				

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

(*): The package implementation fee is fix price, including but not limited by:

(1) ETL Implementation.

(3) Intergration;

(4) Travel expenses and per diems.

(**): The package OnGoing fee is covered all list bellow with detail at section 4.3:

(1) Usage, Operation and support for ETL system

(2) Infrastructure and Network Connection fee.

(3) Input and Output data exchange fee to/from ETL system and data exchange between the query tool to the ETL system if any.

(4) (VNA's fleet plan is as shown in the table below.

(***): In the case where the provider 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

2. Any discount offer (if any).

3. The price offer table validity is 180 days from date ... (hour), day ... month ... 2023.

Representative of Supplier

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

VNA fleet plan for 2026-2030 period (unit: aircraft)

Year 2026	Year 2027	Year 2028	Year 2029	Year 2030
100	110	120	140	150

Report on similar contracts performed by Supplier

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

SUPPLIER'S WRITTEN COMMITMENT

Supplier name:

After studying your Request for Proposal "Supplying the Electronic Technical Logbook (VNA-ETL) software service to Vietnam Airlines for the period from December 2025 to November 2030", We commit:

1	There are no disputes that have not been resolved with the Corporation.	<input type="checkbox"/>
2	Commitment to guarantee the performance of the contract with a minimum value equal to 3% of the contract value if recognized as winning the bid	
3	Commitment to submit an Advance Payment Guarantee in the event that the Suppliers request VNA to make a payment before the overall acceptance date of the VNA-ETL software system, with the advance payment not exceeding 20% of the implementation cost.	<input type="checkbox"/>
4	Commitment to the implementation of the contract on schedule	<input type="checkbox"/>

Day Month Year

Representative of Supplier

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

JOINT VENTURE AGREEMENT

Pursuant to RFP Service Package "Hiring services for development, hosting, maintenance, and operation of Vietnam Airlines e-commerce website in the period of T6/2025-T5/2030"

We, on behalf of the parties to the joint venture agreement, include:

Name of the first joint venture member:_____

The representative is Mr. / Mrs. _____

Duty: _____

Address: _____

Telephone: _____

Name of the second joint venture member: _____

The representative is Mr. / Mrs. _____

Duty: _____

Address: _____

Telephone: _____

The parties (hereinafter referred to as members) agree to sign a joint venture agreement with the following contents:

Article 1. General guidelines

1. Members voluntarily form a joint venture to participate in bidding for service packages "Hiring services to develop, host, maintain, and ensure the operation of Vietnam Airlines e-commerce website in the period of T6/2025-T5/2030"

2. The members agree on the name of the consortium for all transactions related to this bidding package as: _____ *[insert name of joint venture]*.

3. The members commit that in case of winning the bid, neither member has the right to refuse to perform the responsibilities and obligations specified in the contract. In case a member of the partnership refuses to fulfill his/her own responsibilities as agreed, such member shall be handled as follows:

- *Compensation for damage to the parties in the joint venture;*
- *Compensation for damage to the investor according to the provisions stated in the contract;*

Article 2. Assign responsibilities

Members agree to assign responsibilities to implement the service package "Hiring services for development, hosting, maintenance, and operation of Vietnam Airlines e-commerce website in the period of T6/2025-T5/2030" for each member as follows:

1. Members of the head of the partnership:

The parties agree to assign _____ to be the head member of the joint venture and represent the joint venture in the following tasks:

- *Sign the Petition and Offer Price List*
- *Sign documents and documents for transactions with the Bid Procuring Entity during the course of attending the auction, including the written request for clarification of the Bidding Documents and the written explanation for the clarification of the Bidding Documents;*
- *Participate in the process of negotiating and finalizing the contract;*
- *Signing petitions in case of petitions;*
- *Other jobs except the signing of _____ contracts [specify the contents of other jobs (if any)].*

2. The members of the consortium shall agree on the assignment of responsibilities for the performance of work according to the table below ⁽⁴⁾:

STT	Names of members of the consortium	Task	Proportion
1	Member Name 1	- _____ - _____	- _____% - _____%
2	2nd member's name	- _____ - _____	- _____% - _____%
....
Total		The whole work of the service package	100%

Article 3. Validity of the partnership agreement

1. The partnership agreement takes effect from the date of signing.
2. A partnership agreement shall be terminated in the following cases:
 - The parties fulfill their responsibilities and obligations and liquidate the contract;
 - The parties mutually agree to terminate;
 - The joint venture contractors do not win the bid;
 - Cancel a DV package offer request "Hiring services to develop, host, maintain, and ensure the operation of Vietnam Airlines e-commerce website in the period of T6/2025-T5/2030" according to the notice of the bid solicitor.

The joint venture agreement is made on the approval of all members.

LEGAL REPRESENTATIVE OF THE JOINT VENTURE MEMBER

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 PASSENGER SERVICES SYSTEM 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, 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 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. 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 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 CLIENT

Name:

Title:

Signature: _____

Signed on behalf of SUPPLIER

Name:

Title:

Signature: _____