



# **BID DOCUMENT**

**TENDER NO.: PVEP 01/10&02/10-DEV-2025-018**

**FOR**

**PROVISION OF QA/QC SERVICES FOR GEOLOGICAL  
AND DYNAMIC MODEL OF KINH NGU VANG FIELD,  
BLOCKS 01/10&02/10, OFFSHORE VIETNAM**

**HCMC, September, 2025**

## INSTRUCTIONS

### I. GENERAL

- A. PETROVIETNAM EXPLORATION PRODUCTION CORPORATION Ltd. (Blocks 01/10&02/10) (hereinafter referred to as "CLIENT or PVEP-BLOCKS 01/10&02/10") invites BIDDER to submit proposal for Provision of QA/QC services for the Geological models and Dynamic models of Kinh Ngu Vang Field, Blocks 01/10&02/10, Offshore Vietnam (Hereinafter referred to as "WORKS") under [ITB No.: PVEP 01/10&02/10-DEV-2025-018](#) as details in this ITB.
- B. In order for CLIENT to fully assess the relative merits of each proposal, BIDDER is requested to furnish CLIENT with all relevant and complete information as set forth in the following items of "INSTRUCTIONS AND INFORMATION TO BIDDER". BIDDER is urged to comply strictly with ITB's requirements.
- C. *In order to access full ITB documents, Bidder shall download FROM 01-ACKNOWLEDGEMENT LETTER AND CONFIDENTIALITY STATEMENT and signed and certified by an officer duly authorized by BIDDER and send to CLIENT.*
- D. Your quotation must be delivered by **hand/courier** to CLIENT's office not later than **stipulated date on Muasamcong ("Bid Closing Time and Date")** and shall be binding for a period of at least **sixty (60) calendar days ("Bid Validity Period")** from the Bid Closing Date. Bidder may assume that the award for CONTRACT will be made within sixty (60) calendar days from the Bid Closing Date and Bidder can assume that it has not been successful if no notification is received within the Bid Validity Period. Bidder shall state the precise date of validity in the bid proposal.
- E. Bidder is to ensure that all prices and other details in the bid proposal are correct at the time of submission. CLIENT will not entertain any changes or addenda due to typing or calculation errors after the Bid Closing Time and Date.
- F. CLIENT's Terms and Conditions shall be applied. Any submission of Bidder's terms and conditions shall be considered NULL and VOID for this tender.
- G. Should Bidder decline to submit a proposal, Bidder shall state in writing the reason(s) for declining, and in all such cases this shall be done not later than the Bid Closing Date and Time.
- H. BIDDER's Bid Proposal must be signed and certified by an officer duly authorized by BIDDER.
- I. Any amendments appearing in the BIDDER's Bid Proposal must be signed or initialed by the BIDDER's authorized officer.

### II. PRICE QUOTATION

- A. Bidder's price quotation shall be quoted in United States Dollar (USD) as a tax non-resident Bidder or Vietnam Dong (VND) as a tax resident Bidder in Vietnam in

accordance with the Ordinance on Foreign Exchange No. 28/2005/PL-UBTVQH11 of Vietnamese Government, Degree 160/2006/ND-CP and practical guidelines.

For tax resident, Bidder is allowed to receive USD by States Bank of Vietnam, the bid proposal is required to quote in the following currency:

- For materials and/or services rendered from Vietnam, Bidder is required to submit bid proposal in VND.
- For materials and/or services rendered from other countries, Bidder may quote in USD or VND.

CLIENT shall use the transfer official exchange rate for VND and USD announced by the Joint Stock commercial Bank for Foreign Trade of Vietnam (Vietcombank) – Ho Chi Minh Branch at the time of ITB Issuance date for the purpose of bid evaluation.

- B. Taxes and Duties: Please refer to ARTICLE 9 for more details.
- C. **Once specified, the unit prices shall prevail throughout the life of the CONTRACT and shall not be subject to revision by reason of cost escalation nor currency fluctuations.**

### III. PROPOSAL FORMAT

- A. **BIDDER** is to strictly adhere to the proposal format as set out below. **BIDDER must ensure that the "TECHICAL AND UNPRICED PACKAGE (TECHNICAL)" does not contain any pricing or cost.** Failure to comply with these instructions may render BIDDER's proposal invalid.

BIDDER is to submit the proposal in two (2) separate packages, as follows:

Technical and Unpriced Package (Technical).

Priced Package (Commercial).

Your bid proposal shall also include electronic version save in CD ROM in Acrobat (.pdf), Microsoft Word (.doc) and Microsoft Excel (.xls) format.

In the event of discrepancy between the original set and the copies or the electronic version, the original shall govern.

#### B. CONTENTS OF TECHNICAL AND COMMERCIAL PROPOSAL

##### B.1 PROPOSAL FORM: FORM C

Bidder is required to confirm Bidder's understanding of the ITB and agreement to bid by executing **PART II – FORM OF BID PROPOSAL**, to be submitted together with the Bidder's proposal.

The PROPOSAL FORM must be signed and certified by Bidder's duly authorized officer and endorsed with company's seal/stamp without any changes to the form.

## B.2 TECHNICAL PROPOSAL

SECTION	IN FORM OF PART II	CONTENT
Section 1	<p><b>FORM 2 - TECHNICAL PROPOSAL LETTER</b></p> <p><b>FORM 3 – POWER OF ATTORNEY FORM</b></p>	<p>The Proposal Letter shall be prepared and fully filled by BIDDER as set out in FORMS OF BID PROPOSALS and must be signed by the authorized representative of BIDDER (the representative at law of the BIDDER or the authorized person with legal Power of Attorney). In case of authorization, BIDDER shall enclose the following instruments and documents to prove the legitimacy of the authorized person:</p> <p>Power of Attorney signed by the Representative at law of BIDDER authorizing the authorized person to sign the Proposal Letter if any;</p>
Section 2	<b>FORM 4 – FORM OF BIDDER INFORMATION</b>	<p>BIDDER shall provide the following documents proving BIDDER’s eligibility, experiences, and capacity:</p> <ol style="list-style-type: none"> <li>1. BIDDER is requested to submit a completed BIDDER’s QUESTIONNAIRE</li> <li>2. Copies of at least 3 similar Contracts</li> </ol>
Section 3	<p><b>FORM 5 – SCOPE OF WORK AND TECHNICAL REQUIREMENT</b></p> <p><b>FORM 6 - BIDDER’S PROPOSED PERSONNEL</b></p>	<p>BIDDER shall submit completed technical requirements in accordance with <b>Exhibit I - SCOPE OF WORK AND TECHNICAL REQUIREMENTS of Part III – Draft Contract</b></p> <p>BIDDER to fill in required information in Form 5-Part II-Form of bid proposal</p> <p>BIDDER to provide Curriculum Vitae (CV) of Proposed Manpower as set out in BIDDING FORMS;</p>
Section 4	<b>FORM 7 - EXCEPTIONS AND QUALIFICATIONS</b>	<p><b>BIDDER’S UNPRICED EXCEPTIONS AND ALTERNATIVES</b></p> <ol style="list-style-type: none"> <li>a. If BIDDER has no exception and alternative proposal, BIDDER shall have the following statements prominently displayed in capital letters under this section: "THIS PROPOSAL COMPLIES WITH ALL TERMS AND CONDITIONS OF THIS CONTRACT, EXHIBITS AND REQUIREMENTS IN THIS ITB" or</li> <li>b. If BIDDER has alternative proposal on this bid documents, BIDDER shall display the following statement in capital letters under this section: "THIS PROPOSAL INCLUDES EXCEPTIONS AND ALTERNATIVES WHICH ARE LISTED ON THE FOLLOWING PAGES."</li> <li>c. BIDDER shall present a complete and detailed listing of non-compliance to the ITB in total indicating the delivery impact only, if any, but without indicating the cost impact. The format of presentation shall be as per the attached BIDDER’s EXCEPTION TO TERMS AND CONDITIONS and BIDDER’s EXCEPTION TO EXHIBITS as set out in BIDDING FORMS.</li> </ol>

Section 5	<b>BID BOND</b>	Not Applicable
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### B.3 COMMERCIAL PROPOSAL

SECTION	IN FORM OF PART II	CONTENT
Section 1	<b>FORM 8 – COMMERCIAL PROPOSAL LETTER</b>	To be attached a similar letter as in Section 1.
Section 2	<b>FORM 9 - CONTRACT PRICE</b>	BIDDER shall submit under this Form all the prices and rates requested using the format as Exhibit II – Schedule of Rate of the Part III-Draft Contract

#### IV. SUBMISSION OF PROPOSAL

- A. Bidder shall ensure that bid proposal or submission to CLIENT, pertaining to the enquiry are properly sealed and that the cover of each package is clearly marked in bold letters with the following wordings:
- (a) Tender Number and Title.
  - (b) Bidder's Name and Return Address
  - (c) "PRIVATE AND CONFIDENTIAL"
- B. **All communications and correspondence with regard to proposal preparation and clarification shall be made to the following address:**

**PETROVIETNAM EXPLORATION PRODUCTION CORPORATION Ltd.  
(Blocks 01/10&02/10)**

Head Office: 13<sup>th</sup> Floor, Victory Tower, 12 Tan Trao Str., Tan My Ward, Ho Chi Minh City, S.R. Vietnam.

Tel: +84 28 54122133

Fax: +84 28 54133144

Attn: Mr. Tran Van Lam – General Manager of Petroleum Engineering Division,  
Head of Project Team, Blocks 01/10&02/10

Email to: [lamtv@pvep.com.vn](mailto:lamtv@pvep.com.vn); [binhnt@pvep.com.vn](mailto:binhnt@pvep.com.vn); [tungvm@pvep.com.vn](mailto:tungvm@pvep.com.vn) :

All communications with regard to bid clarifications or any other request from Bidder shall be made in writing and forwarded to CLIENT at least two (02) days before the Bid Closing Date and Time and must indicate the tender number and title and send to the address given above. The same written correspondence can be scanned and sent via email for fast receipt.

**Submission of Bid Proposal shall be made to the following address:**

**PROVISION OF QA/QC SERVICES FOR GEOLOGICAL AND DYNAMIC  
MODEL OF KINH NGU VANG FIELD, BLOCKS 01/10&02/10,  
OFFSHORE VIETNAM**

**PETROVIETNAM EXPLORATION PRODUCTION CORPORATION Ltd.  
(Blocks 01/10&02/10)**

Head Office: 13<sup>th</sup> Floor, Victory Tower, 12 Tan Trao Str., Tan My Ward, Ho Chi Minh City, S.R. Vietnam.

Tel: +84 28 54122133

Fax: +84 28 54133144

Attn: Mr. Tran Van Lam – General Manager of Petroleum Engineering Division,  
Head of Project Team, Blocks 01/10&02/10

- C. Bidder is strongly advised to deliver the bid proposal by hand in order to assure timely receipt by CLIENT. If Bidder elects to mail the proposal, Bidder is advised to use a fast and reliable delivery service e.g. courier. Bidder should advise CLIENT by fax the date on which the proposal was mailed and details of the delivery service.
- D. Responsibility for timely delivery of the proposal to the correct address rests fully with Bidder. CLIENT does not accept late submission. Delivery to the wrong address shall not be an excuse for late delivery.
- E. Bidder must ensure that the proposal is delivered to the address given above no later than **speculated date on Muasamcong.** LATE BIDS WILL NOT BE ENTERTAINED.
- F. Bidder's bid proposal shall be submitted in a **sealed envelope** or package bearing the name of Bidder's company, clearly addressed and marked on the outside as follows:

#### V. ACCEPTANCE

- A. CLIENT may, at its option, reject all proposals received or may accept any proposal which, in CLIENT's sole judgment, is the most advantageous to CLIENT. CLIENT reserves the right to accept or reject all or part of the proposal at CLIENT's discretion and will be under no obligation to explain the reason thereof.
- B. CLIENT shall not be deemed to have accepted all or any parts of a proposal unless and until written acceptance is issued. Any award as a result of this ITBD will be through a properly executed CONTRACT issued by CLIENT. Prior to this, CLIENT may send Bidder a Letter of Award in order to initiate immediate placement of order. Upon receipt of the Letter of Award, Bidder shall proceed immediately with the works mentioned in the Letter of Award.
- C. CLIENT, at its option, has the right to award all or partial of CONTRACT to the successful Bidder or Bidder(s).
- D. The successful Bidder, if any, will be required to enter into a formal CONTRACT with CLIENT as contained in the ITBD.

**FAILURE TO STRICTLY COMPLY WITH THE INSTRUCTION AS SET FORTH IN THIS DOCUMENT SHALL RESULT IN BIDDER'S PROPOSAL BEING DISQUALIFIED.**



**PETROVIETNAM EXPLORATION PRODUCTION CORPORATION Ltd.**  
**(BLOCKS 01/10&02/10)**

# **BID DOCUMENT**

**TENDER NO.: PVEP 01/10&02/10-DEV-2025-018**

FOR

**PROVISION OF QA/QC SERVICES FOR GEOLOGICAL  
AND DYNAMIC MODEL OF KINH NGU VANG FIELD,  
BLOCKS 01/10&02/10, OFFSHORE VIETNAM**

**PART II**  
**FORMS OF BID PROPOSAL**

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**FORM- 01**

**ITB ACKNOWLEDGEMENT LETTER AND CONFIDENTIALITY STATEMENT**

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

**Bidder Ref. No.:** \_\_\_\_\_

**Attn. : Mr. Tran Van Lam – Head of Project Team, Blocks 01/10&02/10**

**Fax : 84 28 54133144**

**Subject : Provision of QA/QC services for the Geological models and Dynamic models of Kinh Ngu Vang Field, Blocks 01/10&02/10, Offshore Vietnam**

**ITB Number : PVEP 01/10&02/10-DEV-2025-018**

- ( ) We acknowledge receipt of bid invitation of the subject ITB and ask for full ITB document from CLIENT by sending us via email.....(BIDDER to fille email address).
- ( ) We have read the ITB and all attachments and will submit our bid proposal to CLIENT on or before the bid closing date.
- ( ) We confirm our adherence to the highest standards of business ethics and, in particular, we have established precautions to prevent any of our officers, employees, or agents from making, receiving, providing or offering substantial gifts, entertainment, payment, loans or other considerations which may influence individuals.
- ( ) We will not submit a bid proposal; ITB and all attachments will be disposed / returned upon CLIENT request.

Reason for declining:

.....

.....

.....

.....

This ACKNOWLEDGEMENT OF INTENTION TO BID confirms that we agree to treat the ITB (and any subsequent information provided to us) as confidential and proprietary information; that the ITB (and any subsequent ITB Documents) will not be reproduced without the prior written consent of CLIENT, other than for the purposes of preparing our PROPOSAL (and any subsequent UN-PRICED (TECHNICAL) / PRICED (COMMERCIAL) PROPOSAL); and that we will dispose / return all copies of the ITB Documents to CLIENT at CLIENT’s request.

We further confirm that we will complete and deliver our PROPOSAL to CLIENT no later than **speculated date on Musamcong.**

**Contact information**

Name of Single Point of Contact .....  
Facsimile Number .....  
Telephone Number .....  
Email address .....  
Postal Address .....  
.....  
.....

Yours faithfully

.....  
(For and on behalf of \_\_\_\_\_)

**EMAIL TO:**

**Email :**  
**Copy email:**

*[Please sign and return these forms promptly by facsimile & email within five (05) Vietnamese working days upon receipt of this*

**FORM 02 - TECHNICAL PROPOSAL LETTER**

*Letterhead of BIDDER*

Date:

To: **PETROVIETNAM EXPLORATION PRODUCTION CORPORATION Ltd. (Blocks 01/10&02/10)**

Add: 13<sup>th</sup> Floor, Victory Tower, 12 Tan Trao Str., Tan My Ward, Ho Chi Minh City, S.R. Vietnam.

Attn: Mr. Tran Van Lam – General Manager of Petroleum Engineering Division, Head of Project Team, Block 01/10&02/10

**Subject:** ITB FOR THE .....  
ITB No.:

Dear Sirs,

Having carefully examined your Invitation to BID dated \_\_\_\_\_ together with all other documents incorporated therein, the undersigned proposes to perform the work as specified in the aforementioned documents for the prices and rates set forth in “Technical Proposal” and commits to the following:

- 1 We agree that this Proposal constitutes a firm offer to you and shall remain valid for a period of Sixty (60) calendar days from the BID Closing Date.
- 2 We confirm that we have obtained a full understanding and knowledge of the CLIENT’s requirements in relation to the work.
- 3 We agree to bear all costs incurred by us in connection with the preparation and submission of this Tender Proposal and to bear any further costs incurred by us prior to award of any contract irrespective of whether such contract is awarded to us or another party.
- 4 We agree that your decision shall not be contested or opposed by us and the submission of this Proposal does not involve the CLIENT incurring any costs whatsoever.
- 5 Until a formal CONTRACT is executed, the present Proposal together with the CLIENT’s written acceptance thereof shall constitute a binding agreement between us.

Yours faithfully

Correspondence from CLIENT should be addressed to:

Signature :

Address :

Printed Name :

Attn :

Position :

Telephone :

Company:

Telex :

Date :

Fax:

**FORM 03 – POWER OF ATTORNEY FORM**

*Letterhead of BIDDER*

Date:

To **PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LTD.  
(BLOCK 01/10&02/10)**

Attn: Mr. Tran Van Lam – General Manager of Petroleum Engineering Division,  
Head of Project Team, Blocks 01/10&02/10

**Subject:** ITB FOR THE .....  
ITB No.:

I, the undersigned - the Legal Representative of .... [Name of BIDDER], hereby authorize and empower [name of Authorized Person and Position] to be my true and lawful attorney to

1. Signing Proposal Letter;
2. Signing transaction documents, correspondence with CLIENT during the Bidding Process, including, but not limit to, ITB Clarification Request, Bid Clarification;
3. Participating in Contract Negotiation and Finalization;
4. Signing petitions if the BIDDER has any petitions;
5. Signing contract with CLIENT if we are selected

for the Supply ..... under the ITB No. PVEP 01/10&02/10-DEV-2025-018

This Power of Attorney is effective as from \_\_\_\_\_ to \_\_\_\_\_.

Yours faithfully,

**For and behalf of [name of BIDDER].**

\_\_\_\_\_  
**Name of Legal Representative of BIDDER**

**Position:**

## FORM 04 – FORM OF BIDDER INFORMATION

2.1 Bidder shall provide the information regarding its company in this Form 2 as follows:

1. Full legal name:	
2. Place and country of Registration/Incorporation:	
3. Mailing Address and Post Code:	
4. Telephone Number:	
5. Fax Number:	
6. E-mail Address:	
7. Full name of Legal Representative (who is named in the latest Certificate of Registration or Corporate Documents):	
8. Title of Legal Representative:	
9. Parent Company, if Any (Full Legal Name):	
10. Nationality of the Bidder:	
11. Type of company (Pte, Ltd, Partnership...):	
12. Type of Business and business lines:	
13. Year Established:	
14. List of similar contracts with last 3 years accompanied with copies of 3 contracts	

Office Address in Vietnam: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

## **FORM 05 – SCOPE OF WORK AND TECHNICAL REQUIREMENT**

### **I. SCOPE OF WORK**

BIDDER shall submit completed technical requirements in accordance with **Exhibit I - SCOPE OF WORK AND TECHNICAL REQUIREMENTS** of **Part III – Draft Contract**.

### **II. TECHNICAL REQUIREMENT**

BIDDER to refer to 3.2. Exhibit I - Scope of Work to submit full support documents for CLIENT's technical evaluation.

**FORM 06 - BIDDER'S PROPOSED PERSONNEL**

BIDDER to submit a list of key personnel for this service as per following table and attach to the table the CVs of the listed proposed personnel.

No.	Name	Designation	Nationality	Point of Origin	Certification	YEARS of Exp.	No. of Years Working With BIDDER
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

BIDDER shall submit the Curriculum Vitae (CV)'s of the proposed personnel as per following format:

**CV FORMAT**

**Position / Designation** : \_\_\_\_\_  
**Name** : \_\_\_\_\_  
**Nationality** : \_\_\_\_\_  
**Date of Birth / Place of Birth** : \_\_\_\_\_

<b>DETAILS OF EXPERIENCE RELATED TO PROVISION OF QA/QC SERVICES FOR GEOLOGICAL AND DYNAMIC MODEL OF KINH NGU VANG FIELD, BLOCKS 01/10&amp;02/10, OFFSHORE VIETNAM</b>			
<b>Month &amp; Year</b>	<b>Company</b>	<b>Position</b>	<b>Brief Description of Responsibility / Experience</b> (Include the name of Operator and location he has previously worked)

<b>Fluency in Oral English (☑):</b>	___ <b>Poor</b>	___ <b>Good</b>	___ <b>Excellent</b>
<b>Fluency in Reading and Writing English (☑):</b>	___ <b>Poor</b>	___ <b>Good</b>	___ <b>Excellent</b>

I certify that the above information is correct.

Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Date : \_\_\_\_\_

## FORM 07 - EXCEPTIONS AND QUALIFICATIONS

1. If BIDDER has no exception and alternative proposal, BIDDER shall have the following statements prominently displayed in capital letters under this FORM 10.

“THIS PROPOSAL COMPLIES WITH ALL THE TERMS AND CONDITIONS OF THE CONTRACT” or

2. If BIDDER has alternative proposal on this Bidding document, BIDDER shall display the following statement in capital letters under this FORM 8.

“THIS PROPOSAL INCLUDES EXCEPTIONS WHICH ARE LISTED IN THE FOLLOWING PAGES”

No.	Article / Section Number	Exact wording/ Clause in the Bidding Document	New wording/ exception proposed by BIDDER***	Reason(s) for exception	Cost Impact if exception is accepted by COMPANY	Effect on Work if exception is accepted by COMPANY

The following instructions **MUST** be observed:

- 1) \*\*\*BIDDER shall provide the complete new proposed wording for each exception (i.e. complete sentences with no reference to deletion or insertion of words). BIDDER SHALL **UNDERLINE** THE PROPOSED NEW WORDINGS AND ~~STRIKETHROUGH~~ ACROSS THE ORIGINAL WORDINGS WHICH BIDDER IS PROPOSING TO BE DELETED.
- 2) BIDDER shall not insert any prices or cost quotations for the exceptions submitted in the **TECHNICAL PROPOSAL**. Exceptions with cost implication must be marked with an asterisk (\*) in Cost Impact column.

**FORM 08 – COMMERCIAL PROPOSAL LETTER**

*Letterhead of BIDDER*

Date:

To: **PETROVIETNAM EXPLORATION PRODUCTION CORPORATION Ltd. (Block 01/10&02/10)**

Add: 13<sup>th</sup> Floor, Victory Tower, 12 Tan Trao Str., Tan My Ward, Ho Chi Minh City, S.R. Vietnam.

Attn: Mr. Tran Van Lam – General Manager of Petroleum Engineering Division,  
Head of Project Team, Blocks 01/10&02/10

**Subject:** ITB FOR THE .....  
ITB No.:

Dear Sirs,

Having carefully examined your Invitation to BID dated \_\_\_\_\_ together with all other documents incorporated therein, the undersigned proposes to perform the work as specified in the aforementioned documents for the prices and rates set forth in “Commercial Proposal” and commits to the following:

- 1 We agree that this Proposal constitutes a firm offer to you and shall remain valid for a period of Sixty (60) calendar days from the BID Closing Date.
- 2 We confirm that we have obtained a full understanding and knowledge of the COMPANY’s requirements in relation to the work.
- 3 We confirm to offer a total amount of VND \_\_\_\_\_ (Exclusive all taxes but inclusive all fees) in compensation to full scope of work.
- 4 We agree to bear all costs incurred by us in connection with the preparation and submission of this Tender Proposal and to bear any further costs incurred by us prior to award of any contract irrespective of whether such contract is awarded to us or another party.
- 5 We agree that your decision shall not be contested or opposed by us and the submission of this Proposal does not involve the COMPANY incurring any costs whatsoever.
- 6 Until a formal CONTRACT is executed, the present Proposal together with the COMPANY’s written acceptance thereof shall constitute a binding agreement between us.

Yours faithfully,  
(Name and Title)

**FORM 09 - CONTRACT PRICE**

BIDDER shall submit under this Form all the prices and rates requested using the format as **Exhibit II – Schedule of Rate** of the **Part III-Draft Contract**.

**CLIENT:** PETROVIETNAM  
**EXPLORATION** **PRODUCTION**  
**CORPORATION Ltd. (Blocks 01/10&02/10)**  
 Add: 13th Floor, Victory Tower, 12 Tan Trao  
 Str., Tan My Ward, Ho Chi Minh City, S.R.  
 Vietnam.  
 Tel.: +84 28 54122133 Fax: +84 28 54133144  
**Attn: Mr. Tran Van Lam**  
 Head of Project Team, Blocks 01/10&02/10

**CONTRACTOR:**  
 Add:  
 Tel.: Fax:  
**Attn:**

SERVICE ORDER No.:  
 Date:

**PROVISION OF QA/QC SERVICES FOR GEOLOGICAL AND DYNAMIC MODEL OF KINH NGU VANG FIELD, BLOCKS 01/10&02/10, OFFSHORE VIETNAM (“SERVICE ORDER”)**

Terms of payment: Within 60 days due net  
 Currency: **VND**

No.	Description	Quan	Unit Price (VND)	Amount (VND)
1	Provision of QA/QC services for the Geological models and Dynamic models of Kinh Ngu Vang Field, Blocks 01/10&02/10, Offshore Vietnam			
	Total (Excl VAT)			
	VAT (8%)			
	<b>Total (Incl VAT)</b>			

The following documents together constitute this SERVICE ORDER:

- SERVICE ORDER Form
- Terms and Conditions of SERVICE ORDER: Article 1 - 27 Inclusive
- Exhibit I: Scope of Work
- Exhibit II: Schedule of Rates (Not Applicable)
- Exhibit III: Health, Safety and Environment (HSE) Requirements
- Exhibit IV: Work Completion Certificate

This SERVICE ORDER is made into four (04) original copies. Each party keeps two (02) copy for execution with equal in force and effective from \_\_\_\_\_.

**1. SERVICE ORDER Prices**

- SERVICE ORDER prices shall remain unchanged throughout the duration of this SERVICE ORDER and shall not be subject to change for any reason whatsoever including but not limited to cost escalation or currency fluctuations.
- The Estimated Total SERVICE ORDER Value of VND 1,939,164,840 (in words: One billion nine hundred and thirty nine million one hundred sixty four thousand eight

hundred forty Vietnam Dong only, VAT included) shall not be exceeded. In case of any deviation to this, CONTRACTOR is requested to notify CLIENT for prior approval.

## 2. Notices

All matters shall be addressed directly to CLIENT's representatives:

PETROVIETNAM EXPLORATION PRODUCTION CORPORATION Ltd. (Blocks 01/10&02/10)

Head Office: 13th Floor, Victory Tower, 12 Tan Trao Str., Tan My Ward, Ho Chi Minh City, S.R. Vietnam.

Tel: +84 28 54122133 Fax: +84 28 54133144

Attn: Mr. Tran Van Lam – Head of Project Team, Blocks 01/10&02/10

Cc: Mr. Tran Thanh Hai – SSF Engineer

## 3. Acknowledgement

Please acknowledge receipt and acceptance of this SERVICE ORDER to the facsimile no. above. This acknowledgement receipt shall be mailed to CLIENT within three (03) days from receipt of this SERVICE ORDER.

**For and on behalf of CLIENT**

**For and on behalf of CONTRACTOR**

Name : **Mr. Tran Van Lam**  
Designation : Head of Project Team,  
Blocks 01/10&02/10

Name :  
Designation :

## TERMS AND CONDITIONS OF SERVICE ORDER

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### PREAMBLE

The SERVICE ORDER is issued by CLIENT to CONTRACTOR for the performance by CONTRACTOR of the WORK as specified herein and in accordance with the terms and conditions of this SERVICE ORDER.

### ARTICLE 1 – DEFINITION

- 1.1 “CLIENT” means **PETROVIETNAM EXPLORATION PRODUCTION CORPORATION Ltd. (Blocks 01/10&02/10)** and includes CLIENT’s personnel, representatives, successors, assignees, consultant agents, officers and employees.
- 1.2 “COMPLETION DATE” means the date on which WORK is completed and accepted by CLIENT in accordance with requirements of this SERVICE ORDER.
- 1.3 "CONTRACTOR" means **xxxxx**, its personnel, representatives, successors and assignees.
- 1.4 "SERVICE ORDER" means the TERMS AND CONDITIONS and EXHIBITS, and any other documents listed herein and shall constitute the entire agreement between the Parties.
- 1.5 "SUB-CONTRACTOR" means any third party as approved in writing by CLIENT having a service order or agreement with CONTRACTOR for the performance of any portion of the scope of WORK or any part thereof.
- 1.6 “WORK” means the undertakings as described herein.
- 1.7 “WORK SITE” means the location where the WORK is to be performed as designated by CLIENT.
- 1.8 “TERMS AND CONDITIONS” means all provisions of ARTICLES 1 to 27 hereto.

CLIENT and CONTRACTOR hereinafter shall be referred to singularly as "Party" and collectively as "Parties".

### ARTICLE 2 - FORM OF SERVICE ORDER AND AMENDMENTS

CLIENT shall not be liable for any orders or amendments other than those issued or confirmed on CLIENT's official printed SERVICE ORDER or any amendment thereto.

### ARTICLE 3 - COMMENCEMENT AND COMPLETION OF WORK

CONTRACTOR shall commence the WORK as specified in details at **EXHIBIT I – SCOPE OF WORK** as instructed by CLIENT and shall perform the WORK with due diligence and complete them on or before the schedule completion date.

## **TERMS AND CONDITIONS OF SERVICE ORDER**

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### **ARTICLE 4 – ACCEPTANCE OF WORK**

- 4.1 In case of WORK performed, or part thereof, by CONTRACTOR not conforming with the SERVICE ORDER, whether by reason of not being of the quality or not in the quantity or measurement stipulated or being unfit for the purpose for which they are required where such purpose has been made known to CONTRACTOR, CLIENT shall have the right to inspect and if necessary to reject the WORK or parts of WORK rendered which do not comply with the SERVICE ORDER.
- 4.2 CLIENT shall be entitled to have the WORK or part thereof, or the defect or deficiency or part thereof, as the case may be, carried out by its own personnel or by other contractor appointed by CLIENT. All cost arising from the rejection and rectification, without prejudice to any other right which CLIENT may have against the CONTRACTOR, shall be at CONTRACTOR'S expense.
- 4.3 The making of any prior payments by CLIENT shall not prejudice the CLIENT's rights of rejection.

### **ARTICLE 5 - SERVICE ORDER PRICES**

- 5.1 For the satisfactory performance of WORK in accordance with requirements by CLIENT, CLIENT shall pay CONTRACTOR the lump sum amounts and/or unit rates detailed in specified in SERVICE ORDER.
- 5.2 SERVICE ORDER prices shall remain unchanged throughout the duration of this SERVICE ORDER and shall not be subject to change for any reason whatsoever including but not limited to cost escalation or currency fluctuations.

### **ARTICLE 6 – LIQUIDATED DAMAGES**

- 6.1 Time is of the essence for the SERVICE ORDER. CONTRACTOR agrees to effect performance of WORKS by the stipulated COMPLETION DATE with due diligence. If for any reason, WORKS is delayed, CONTRACTOR is to notify CLIENT immediately in writing, giving reason(s) for such delays.
- 6.2 For such delays, CLIENT shall impose damages of one percent (1%) of the total SERVICE ORDER value per week or part thereof up to a maximum of eight percent (8%) of the total SERVICE ORDER value. It shall be deducted from CONTRACTOR'S invoice amount as liquidated damages. CLIENT may thereon terminate the SERVICE ORDER once the liquidated damages have been exhausted pursuant to ARTICLE 16 – TERMINATION.
- 6.3 CONTRACTOR agrees that this right of claim does not prejudice or bar CLIENT's right to claim damages for other breaches.

## TERMS AND CONDITIONS OF SERVICE ORDER

### ARTICLE 7 - WARRANTY

CONTRACTOR warrants and guarantees that the WORK will be performed in a professional manner in accordance with good and sound industry practices and shall comply with the applicable specifications, codes and standards.

### ARTICLE 8 - INVOICING AND PAYMENT

- 8.1 At the beginning of each calendar month, CONTRACTOR shall invoice CLIENT for WORK performed during the previous month. The invoice may include any amount due to CONTRACTOR, which has not been invoiced previously, as well as any charges made by CONTRACTOR for expenditures on CLIENT's behalf. Expenditures on CLIENT's behalf shall be authorized in writing by CLIENT's administrative before being incurred.
- 8.2 All invoices claimed by CONTRACTOR shall be itemized as being directly associated with the SERVICE ORDER and shall be verified and signed by CLIENT's Representative prior to submission to CLIENT for payment. Invoicing for WORK performed shall be kept current at all times..
- 8.3** Any charges made by CONTRACTOR for items reimbursable at actual cost under this SERVICE ORDER or payments made on CLIENT's behalf shall be net of all discounts and allowances, whether or not taken by CONTRACTOR. The invoice must be supported by sufficient original documentation to fully support such reimbursement and permit verification thereof by CLIENT. Supporting documents shall include original service ticket, time sheet and/or man-hour reports verified by CLIENT's representative, third party invoices and/or other supporting data or information as required or reasonably necessary to support the charges.!
- 8.4 Invoice(s) shall indicate SERVICE ORDER's number and title and shall be submitted in one (1) original copy complete with the necessary documentation required by CLIENT and shall be addressed to:

Công ty TNHH – Tổng Công ty Thăm dò Khai thác Dầu khí (Lô 01/10&02/10)  
Tầng 26, Tòa nhà Charmvit, 117 Trần Duy Hưng, Phường Yên Hòa, TP Hà Nội  
Tel: 84-24-3 772 6001 Fax: 84-24-3 772 6027  
Tax code: 0311939353

and shall be addressed to:

Petrovietnam Exploration Production Corporation Ltd (Blocks 01/10&02/10)  
Address: 13th Floor, Victory Tower, 12 Tan Trao Str., Tan My Ward, Ho Chi Minh City,  
Vietnam.  
Attn: Manager of Accounting Division Electrical Invoice email to: [lieuctt@pvep.com.vn](mailto:lieuctt@pvep.com.vn)

- 8.5 At CLIENT's option, the cost of WORK done under any particular change order shall be invoiced either by progressive invoicing of the portion of WORK done in accordance with the approved progress payment schedule or when all WORK for that particular change order is completed, whichever is applicable. CLIENT will indicate in each change order the method by which the cost of the change order shall be invoiced.

## TERMS AND CONDITIONS OF SERVICE ORDER

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- 8.6 Payments of undisputed invoiced items shall be made on or before the sixtieth (60<sup>th</sup>) day after receipt thereof. If the sixtieth (60<sup>th</sup>) day falls on a Sunday or a gazetted public holiday, the next working day shall be deemed to be the due day for payment. Payments in respect of disputed items may be withheld by CLIENT until the settlement of the dispute by mutual agreement. Payments made by CLIENT shall not preclude the right of CLIENT to thereafter dispute any of the items invoiced
- 8.7 Payments in respect of disputed items may be withheld by CLIENT until the settlement of the dispute by mutual agreement. In the event that CLIENT disputes any item on a particular invoice, CLIENT shall be entitled to withhold from payment only the actual amount in dispute and CLIENT shall inform CONTRACTOR of the disputed items within thirty (30) calendar days of the receipt by CLIENT of that particular invoice
- 8.8 CLIENT shall be entitled to withhold payment if any of CONTRACTOR's invoices do not include the supporting documentation required by CLIENT.
- 8.9 Payment due to CONTRACTOR may be withheld by CLIENT on account of the following:
- a) unsatisfactory performance of SERVICE ORDER;
  - b) the filing of claims against CLIENT caused by acts or omissions of CONTRACTOR or failure of CONTRACTOR;

For the above reasons, CLIENT shall have the right to deduct any monies due to CONTRACTOR under this SERVICE ORDER in the event and on proof of default in payment of wages by CONTRACTOR, for settlement of such claim including payment directly to SUB-CONTRACTOR(s). Such payment shall be deemed to be a payment made to CONTRACTOR by CLIENT under and by virtue of this SERVICE ORDER.

- 8.10 If and when the cause or causes for withholding any such payment has/ have been remedied or removed by CONTRACTOR as specified in ARTICLE 8.9 and satisfactory evidence of such remedy or removal has been presented to CLIENT, the payments withheld shall be made forthwith by CLIENT.
- 8.11 If CONTRACTOR fails to take appropriate remedial action or refuses to remedy or remove any cause for withholding such payments within forty-five (45) days after delivery of written notice to CONTRACTOR by CLIENT as specified in ARTICLE 8.9, CLIENT shall be entitled to cause the same to be remedied or removed on its own and may deduct the reasonable cost including the expenses thereby incurred by CLIENT from any amounts due or owing or which may become due or owing to CONTRACTOR under SERVICE ORDER provided always that this provision shall not affect any other remedy to which CLIENT may be entitled to for the recovery of such sums.
- 8.12 All payments to CONTRACTOR shall be made in United States Dollar (USD) and/or Vietnam Dong (VND) in accordance with the Ordinance on Foreign Exchange of Vietnamese Government and implementor guidelines or other prevailing Vietnamese laws, regulations if any.

In case that the currency of payment is made in Vietnam Dong, the transfer official exchange rate for VND and USD announced by the Joint Stock Commercial Bank for Foreign Trade of Vietnam (Vietcombank) – Ho Chi Minh Branch at the time VAT Invoice issuance shall be applied.

## TERMS AND CONDITIONS OF SERVICE ORDER

- 8.13 Upon notification of any erroneous billings made by or payments made to CONTRACTOR by CLIENT, CONTRACTOR shall, within fourteen (14) days, make appropriate adjustments therein and reimburse to CLIENT any amount of overpayment still outstanding as reflected by said adjustments, notwithstanding the fact that a temporary withholding or a correction of discrepancy may have been effected previously. Notwithstanding the foregoing, CLIENT shall be entitled to deduct such amount from payment due to CONTRACTOR. Accordingly, CLIENT shall pay CONTRACTOR any amount of underpayment subject to verification thereof.
- 8.14 Payment made by CLIENT under this SERVICE ORDER shall not preclude the right of CLIENT to thereafter dispute any of the items invoiced and shall not constitute an admission or waiver by CLIENT as to the performance by CONTRACTOR of its obligations hereunder and in no event shall any such payment affect the warranty obligations by CONTRACTOR. Any payments withheld shall be without prejudice to any other rights or remedies that maybe available to CLIENT.
- 8.15 All invoices, financial statements/settlements and billings by CONTRACTOR to CLIENT shall reflect properly the facts relating to all activities and transactions handled for CLIENT's account.
- 8.16 CONTRACTOR shall submit the final invoice **not later than ninety (90) calendar days** after WORK have been completed, failing which CLIENT may not make any payment for the invoices.
- 8.17 All payment to CONTRACTOR shall be made to:

Bank Name :  
Bank Address :  
Beneficiary name :  
Account Number :  
Swift Code :  
Tax Code :

### ARTICLE 9 – TAXES AND CUSTOMS CHARGES

#### A. TAXES

- 9.1 "TAX" or "TAXES" shall include but not limited to all income, profit, withholding, franchise, excess profits, royalty, personal property taxes, employment taxes and contributions, other taxes imposed or that maybe imposed by law, regulations, which are imposed by or on behalf of the Vietnamese Tax Authorities or of any taxing authority and includes penalties, interest and fines in respect thereof.
- 9.2 (a) CONTRACTOR shall be responsible for and shall pay at its own expense when due and payable all TAXES assessed against it by any relevant Tax Authorities in connection with SERVICE ORDER. All TAXES levied on CONTRACTOR shall be for the account of CONTRACTOR and shall not be reimbursed by CLIENT.

## TERMS AND CONDITIONS OF SERVICE ORDER

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- 9.2 (b) In the event CONTRACTOR is liable to pay for any TAXES imposed by any relevant Tax Authorities on its SUB-CONTRACTOR(s) pursuant to this SERVICE ORDER, CONTRACTOR shall be responsible for and shall pay at its own expense when due and payable all TAXES assessed against it. All TAXES levied on SUB-CONTRACTOR(s) shall be for the account of CONTRACTOR and shall not be reimbursed by CLIENT.
- 9.3 CONTRACTOR shall protect and indemnify CLIENT and hold CLIENT safe and harmless from any and all claims or liability for TAXES assessed or levied by the Vietnamese Tax Authorities, whichever is applicable against CONTRACTOR or its SUB-CONTRACTOR(s) or against CLIENT for or on account of any payment made to or earned by CONTRACTOR in connection with this SERVICE ORDER.
- 9.4 CLIENT shall have the right to withhold TAXES from payment due to CONTRACTOR under this SERVICE ORDER to the extent that such withholding may be required by the Vietnamese Tax Authorities; and payment by CLIENT to the Vietnamese Tax Authorities or relevant tax authorities of the amount of money so withheld will relieve CLIENT from any further obligation to CONTRACTOR with respect to the amount so withheld.
- 9.5 (a) If CONTRACTOR is under the opinion that the payment due to CONTRACTOR should not be subject to withholding tax in Vietnam, CONTRACTOR shall submit to CLIENT a letter issued by Vietnamese Tax Authorities confirming that CONTRACTOR is a resident in Vietnam, failing which CLIENT shall consider CONTRACTOR a non-resident in Vietnam for tax purposes until such time that the required letter is submitted to CLIENT.
- 9.5 (b) Where CONTRACTOR is claiming any tax benefits and/or exemption in relation to payment due to CONTRACTOR under this SERVICE ORDER in accordance with Double Taxation Agreement, CONTRACTOR is required to provide its original certificate of residence issued by CONTRACTOR's Tax Authorities that has been legalized and Tax Exemption Notice specified in [APPENDIX V-3](#) within fifteen (15) days from SERVICE ORDER signing date, in the absence of which, CLIENT shall withhold TAXES from all payments due to CONTRACTOR under this SERVICE ORDER. CLIENT shall not be responsible if CONTRACTOR not qualify to be entitled to any tax benefits and/or exemption according to Double Taxation Agreement.
- 9.6 Upon payment of any applicable TAXES to Tax Authorities, CLIENT shall provide CONTRACTOR with official receipts or other supporting documents in respect of such deduction or withholding.
- 9.7 CONTRACTOR shall indemnify CLIENT against all claims, demands and causes of action based on any actual TAXES for which they are liable or any actual or alleged failures by CONTRACTOR or its SUB-CONTRACTOR(s) to comply with applicable tax reporting, return, or other procedural requirement with respect to SERVICE ORDER. This indemnity shall include without limitation all penalties, awards, and judgments; court and arbitration costs; attorneys' fees; and other reasonable expenses associated with such claims, demands, and causes of action.
- 9.8 CONTRACTOR shall give prompt notice to CLIENT of all matters pertaining to non-payment, payment under protest or claim for immunity or exemption from any TAXES.

## TERMS AND CONDITIONS OF SERVICE ORDER

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- 9.9 In the event that CONTRACTOR is a foreign incorporated enterprise and by virtue of its activities related to the provision of services is considered to have a Permanent Establishment (PE) in Vietnam, CONTRACTOR shall be solely liable or responsible for the following:
- (a) Any liability for TAXES;
  - (b) Any and all other costs incurred by CONTRACTOR due to the creation of a permanent establishment; and
  - (c) Any tax and other filing obligation occasioned by the creation of the permanent establishment.
- 9.10 Where VAT is applicable to the supply of equipment, materials and/or goods by CONTRACTOR, CLIENT shall be responsible for and pay VAT when invoiced by CONTRACTOR for any taxable equipment, materials and/or goods, provided that CONTRACTOR shall provide CLIENT a copy of valid VAT license issued by the Vietnamese Tax Authorities confirming that CONTRACTOR is licensed under the relevant law as a tax payer providing taxable equipment, materials and/or goods.
- B CUSTOMS CHARGES FOR SUPPLY OF MACHINERY, EQUIPMENT AND/OR MATERIALS**
- 9.11 CUSTOMS CHARGES shall include but not limited to any import tax on machinery, equipment and/or materials imported into Vietnam, surtax, and any other statutory imposts levied, which are imposed by or on behalf of any Customs Authority but does not include any penalties, interests and fines levied due to negligence on the part of CONTRACTOR.
- 9.12 It is recognized that under ARTICLE 28 and ARTICLE 34 of the Petroleum Law of Vietnam No. 19/2000/QH10 of June 9, 2000, both CLIENT and CONTRACTOR are exempted from any import tax for activities related to petroleum operations under the Production Sharing Contract provided that the machinery, equipment and/or materials are necessary for the petroleum operations, except for the materials which are produced or made available domestically.
- 9.13 In the event CLIENT is liable to pay for any CUSTOMS CHARGES imposed by the relevant Customs Authority of Vietnam pursuant to this SERVICE ORDER, CLIENT shall be responsible for and shall pay at its own expense when due and payable all CUSTOMS CHARGES assessed against it.
- 9.14 CONTRACTOR shall protect and indemnify CLIENT and hold CLIENT safe and harmless from any and all claims, demands and causes of action based on any actual CUSTOMS CHARGES for which CONTRACTOR is liable for any actual or alleged failures by CONTRACTOR or its SUB-CONTRACTOR(s) to comply with applicable reporting, return, or other procedural requirement with respect to their payment in connection with this SERVICE ORDER. This indemnity shall include without limitation all penalties, awards, and judgments; court and arbitration costs; attorneys' fees; and other reasonable expenses associated with such claims, demands and causes of action.
- 9.15 During the performance of SERVICE ORDER all machinery, equipment and/or materials listed in CLIENT's import/export exemption license that needs to be imported into Vietnam shall be made in the name of CLIENT.

## **TERMS AND CONDITIONS OF SERVICE ORDER**

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- 9.16 CONTRACTOR shall be responsible for the preparation of all documents required by the Customs Authority of Vietnam, in connection with the import and export of machinery, equipment and/or materials, to and from Vietnam. CONTRACTOR is also required to provide assistance, information and documentation to CLIENT as and when required for any application to be made to the Customs Authority or any other relevant authorities for the purposes of this SERVICE ORDER.
- 9.17 CONTRACTOR shall indemnify CLIENT from and against any claims, demands and causes of action brought by Customs Authority which may arise as a result of shortage or overages in inventory of such machinery, equipment and/or materials.

### **ARTICLE 10 – LIABILITIES, RELEASE AND INDEMNIFICATION**

- 10.1 CONTRACTOR shall be liable for any loss or damage incurred by CLIENT and/or the agent, due to CONTRACTOR or its SUB-CONTRACTOR(s)' non-compliance with the terms and conditions.
- 10.2 CONTRACTOR shall, however, not be liable for any consequential loss or damage incurred by CLIENT and/or the agent of CLIENT, unless such consequential loss or damage is due to willful default and/or gross negligence of CONTRACTOR or its SUB-CONTRACTOR(s).
- 10.3 Notwithstanding any provision in this SERVICE ORDER to the contrary, neither Party shall be liable to the other for any indirect, special, punitive, exemplary, aggravated or consequential damages, including without limitation damages for lost production, lost revenue, lost product, lost profit, or lost business opportunities, from any cause negligence of either Party, and Party hereby releases the other on this regard.
- 10.4 Notwithstanding any provision (or portion thereof) of this SERVICE ORDER shall be declared invalid, illegal or unenforceable, the remaining provisions shall not be affected thereby, and this shall be construed as if such invalid, illegal or unenforceable provision (or portion thereof) had never been contained herein.
- 10.5 In addition to and without prejudice to the generality of these conditions, the CONTRACTOR undertakes to keep CLIENT indemnified against any damage to the CLIENT's property and against any claims for loss or injury to any person or to any property of any person by reason of the negligence or any act or omission on the part of the employees, SUB-CONTRACTOR(s) or agents of the CONTRACTOR arising out of the execution of this SERVICE ORDER and to adequately insure this liability.

### **ARTICLE 11 – HEALTH, SAFETY AND ENVIRONMENT**

- 11.2 CONTRACTOR shall comply with all applicable Health, Safety and Environment (“HSE”) laws and regulations pertaining to safety, health, environment protection and fire protection, which are applicable to the location where the WORK are being carried out. CONTRACTOR shall also comply at all times with the requirements as set forth by the CLIENT in its HSE Management System (“HSEMS”), policies, operating standards, site HSE requirements, CLIENT Zero Tolerance Rules (“ZeTo”) and any special instructions and all requirements stipulated in this SERVICE ORDER. These requirements are intended to supplement any known or ought to be known laws and regulations applicable at the location where the WORK are being carried out.

## TERMS AND CONDITIONS OF SERVICE ORDER

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CONTRACTOR shall take all necessary HSE control and recovery measures related to or arising out of the performance of the SERVICE ORDER in order to protect the WORK, the personnel and property of the CLIENT, CONTRACTOR, SUB-CONTRACTOR(s), all third parties and public from the hazards and risks associated with the planning and execution of WORK.

Notwithstanding the above, the CONTRACTOR shall perform all obligations related to the HSE requirements listed within **EXHIBIT III – HEALTH, SAFETY AND ENVIRONMENT REQUIREMENTS**.

### 11.3 HSE Recognition

CONTRACTOR shall work closely with CLIENT to develop the most appropriate HSE recognition program for this SERVICE ORDER. Such HSE recognition program shall provide a structured means to periodically reward and recognize those personnel who have contributed in making the site a safe work place. HSE incentives will be based on merits, active participation, and the achievement of HSE performance targets.

### 11.4 Default of CONTRACTOR

The failure of CONTRACTOR to comply with the CLIENT's applicable HSE requirements shall be deemed as a default by CONTRACTOR and shall constitute a breach of the SERVICE ORDER.

### 11.5 Right to Stop Work on HSE Ground

CLIENT shall have the right to prohibit commencement of the WORK or to stop any WORK in progress on HSE ground if (without limitation) materials, construction equipment, CONTRACTOR's personnel (whether procured by CONTRACTOR from third parties or supplied by CONTRACTOR) or work conditions are considered to be unsafe or not in compliance with CLIENT's HSE rules and/or requirements stipulated in EXHIBIT III – HEALTH, SAFETY AND ENVIRONMENT REQUIREMENTS. In such event, CONTRACTOR shall without reservation remove the unsafe materials, construction equipment, CONTRACTOR's personnel or work conditions prior to seeking CLIENT's permission to resume or commence the WORK. Any costs incurred by CONTRACTOR or CONTRACTOR's representatives as a result of any delays or actions taken or required which arise in any way in connection with this ARTICLE and/or the WORK stoppage, shall be at CONTRACTOR's sole expense and shall not entitle CONTRACTOR to any compensation thereof.

### 11.6 Right to Withhold Payment on HSE Ground

11.6.1 In the event the CONTRACTOR or CONTRACTOR's representatives fail to comply with any of the HSE requirements stipulated in EXHIBIT III – HEALTH, SAFETY AND ENVIRONMENT REQUIREMENTS, CLIENT shall be entitled to withhold amounts from payments due to CONTRACTOR under this SERVICE ORDER until CONTRACTOR rectifies the non-compliance to the satisfaction of CLIENT whereupon CLIENT shall immediately release such sums withheld to CONTRACTOR (without any interest imposed thereon).

## **TERMS AND CONDITIONS OF SERVICE ORDER**

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11.6.2 In the event the CONTRACTOR fails to take appropriate remedial action or refuses to remedy or remove the causes for withholding such payments after delivery of written notice to the CONTRACTOR by CLIENT, CLIENT shall be entitled to cause the same to be remedied or removed on its own and may deduct the costs including the expenses thereby incurred by CLIENT from any amounts due or owing or which may become due or owing to CONTRACTOR under the SERVICE ORDER provided always that this provision shall not affect any other rights or remedies to which CLIENT may be entitled hereunder SERVICE ORDER or at law or otherwise for the recovery of such sums.

### **11.7 Consequence Management for HSE Non-Compliances**

11.7.1 In case of HSE non-compliances committed by CONTRACTOR's personnel which has been verified by CLIENT, consequence management shall be applied to CONTRACTOR's personnel in accordance with the requirements of EXHIBIT III - CONSEQUENCE MANAGEMENT FOR HSE NON-COMPLIANCES.

11.7.2 If HSE non-compliances of a major category as prescribed in EXHIBIT III - CONSEQUENCE MANAGEMENT FOR HSE NON-COMPLIANCES were repeatedly committed by CONTRACTOR's personnel, CLIENT shall have the right to terminate the SERVICE ORDER in accordance with the provisions of ARTICLE 16 - TERMINATION of this SERVICE ORDER and claim for any loss, damages suffered by the CLIENT as a result thereof.

**11.7.3** If an incident of HSE non-compliances by the CONTRACTOR occurs and results in fatality during execution of the WORK, CLIENT shall have the right to terminate the SERVICE ORDER in accordance with the provisions of EXHIBIT III – HEALTH, SAFETY AND ENVIRONMENT REQUIREMENTS.

11.7.4 The above are without prejudice to any other rights and remedies of CLIENT arising hereunder or by law or otherwise.

### **ARTICLE 12 – PATENT INDEMNITY**

CONTRACTOR shall indemnify CLIENT against any claim of infringement of patents, registered designs or other rights which may arise as a result of the sale or use of the WORK provided by the CONTRACTOR.

### **ARTICLE 13 - LIMITATION OF LIABILITY**

Neither Party shall be responsible to the other for any indirect or remote losses of any kind including but not limited to loss of revenue or anticipated profits, loss of production, loss of business opportunity or business interruption, regardless of cause and even if caused by negligence or breach of SERVICE ORDER resulting from the carrying out of the operations or the exercise of rights by the parties under this SERVICE ORDER.

### **ARTICLE 14 – FORCE MAJEURE**

Neither CONTRACTOR nor CLIENT shall be liable to the other Party for any breach of the terms and conditions of this SERVICE ORDER where such breach occurs as a result of Force Majeure.

## **TERMS AND CONDITIONS OF SERVICE ORDER**

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Force majeure are Acts of God, wars (declared or undeclared), rebellion, insurrection, acts of terrorists, acts of governments or governmental bodies (include legislative bodies, courts and executive officers of agencies), strikes, boycotts, lockouts or other labor disturbances, unusually severe weather during the period in question, or any other similar matter beyond the control of or which could not have been reasonably foreseen and/or avoided by the Party affected by same.

### **ARTICLE 15 – SUSPENSION**

CLIENT shall have the right to suspend the SERVICE ORDER for the any reason, including but not limited to:

- (a) Force Majeure (as per ARTICLE 14 - FORCE MAJEURE) herein; or
- (b) In the event of any complete or partial stoppage of CLIENT projects to which this relates; or
- (c) Failure on part of CONTRACTOR to perform any of its obligations as per this SERVICE ORDER.

Such suspension shall remain in force until such time that reasons for suspension are no longer applicable or otherwise when waived in writing by CLIENT.

### **ARTICLE 16 – TERMINATION**

CLIENT may terminate the SERVICE ORDER at any time by giving written notice to CONTRACTOR. On receipt of such notice, the CONTRACTOR shall cease the performance of WORK. In the event of such termination, the liability of CLIENT to CONTRACTOR shall not exceed the amounts due for WORK completed at the date of termination.

### **ARTICLE 17 – ACTIONS ON BEHALF OF CLIENT**

In performing the WORK, CONTRACTOR shall not take any actions on behalf of CLIENT or conduct any operations that would subject either Party to liability or penalty under any law, rules, regulations, or decrees by any government authority.

### **ARTICLE 18 – LIENS AND CLAIMS**

CONTRACTOR shall indemnify CLIENT against all liens, claims and encumbrances against CONTRACTOR's actions. CLIENT shall have the right to retain from any amount it owes CONTRACTOR a sum sufficient to offset such lien or claim until such lien or claim is satisfied, discharged or settled.

### **ARTICLE 19 - INSURANCE**

CONTRACTOR shall, for performance of WORK, effect and maintain at its own cost, all applicable insurance as required by law and as may be specified in this SERVICE ORDER.

### **ARTICLE 20 – LAW**

## **TERMS AND CONDITIONS OF SERVICE ORDER**

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This SERVICE ORDER shall be governed, construed and shall take effect in accordance with the Laws of Vietnam, without having regards to its conflict of law provisions; and Parties hereby submit to the jurisdiction of the court hereof.

CONTRACTOR shall bear all costs for compliance with all applicable laws, rules and regulations and obtaining authorities' approval, licenses, permits for the performance of WORK.

### **ARTICLE 21– ABRITRATION**

The Parties may refer any dispute or difference arising out of this SERVICE ORDER to a single Arbitrator to be agreed by CLIENT and CONTRACTOR in accordance with the rules of Vietnam International Arbitrator Center (VIAC).

### **ARTICLE 22 – AMENDMENTS AND INCONSISTENCIES**

CLIENT and CONTRACTOR shall mutually agree in writing to any amendments to the SERVICE ORDER. In the event of any conflict or inconsistency between the TERMS AND CONDITIONS of the SERVICE ORDER and the EXHIBITS, the TERMS AND CONDITIONS shall prevail.

### **ARTICLE 23 – INSPECTION, ACCESS AND AUDIT**

CLIENT shall have the right to inspect the GOODS at any time and to access CONTRACTOR's premises as well as the right to audit all CONTRACTOR's documents and records related to this SERVICE ORDER. Such right shall remain in force for a period of twelve (12) months after expiry or termination of this SERVICE ORDER.

### **ARTICLE 24 – CONFIDENTIALITY**

Any SERVICE ORDER placed by CLIENT shall be treated as confidential and in particular the CONTRACTOR shall not make use of the CLIENT's name or the name of any companies associated with the CLIENT for publicity purposes without the prior written approval of the CLIENT. Furthermore, all designs, drawings, specifications and information which may be supplied in connection with the SERVICE ORDER are confidential and must only be used for the purpose of the SERVICE ORDER.

### **ARTICLE 25 – SUB-CONTRACTOR(S) AND ASSIGNMENT**

CLIENT shall at all-time have the right to assign, innovate in whole or part thereof its rights and obligations under this SERVICE ORDER to a joint venture or its affiliates with the consent of CONTRACTOR of which shall not be unreasonable withheld.

CONTRACTOR shall not assign or subcontract any part of or any payment due under this SERVICE ORDER without prior written approval of CLIENT. Un-priced copies of any such orders should be supplied to CLIENT upon request. CONTRACTOR shall procure for CLIENT the right to enter the SUB-CONTRACTOR(s)' premises for the purpose of expending an inspection.

### **ARTICLE 26 - ENTIRE AGREEMENT**

This SERVICE ORDER constitutes the entire agreement between the parties hereto and supersedes all prior negotiations, representations or agreements related to this SERVICE ORDER, either written or

## **TERMS AND CONDITIONS OF SERVICE ORDER**

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oral, including CLIENT's bid document and CONTRACTOR's proposal(s) except to the extent they are expressly incorporated into this SERVICE ORDER. No changes, alterations, or modifications to this SERVICE ORDER shall be effective unless in writing, and executed by the authorized signatories of CLIENT and CONTRACTOR.

### **ARTICLE 27 – SPECIAL CONDITIONS**

Where special conditions are stated on the form of this SERVICE ORDER, those conditions shall apply equally with the general conditions shown above except that where any inconsistency between the general and special conditions, the special conditions shall apply.

This SERVICE ORDER shall insure to the benefit of and be binding upon the legal representatives and successor of the Parties hereto.

**EXHIBIT I**  
**SCOPE OF WORK**

# EXHIBIT I

## SCOPE OF WORK

### FOR

#### PROVISION OF QA/QC SERVICES FOR GEOLOGICAL AND DYNAMIC MODEL OF KINH NGU VANG FIELD, BLOCKS 01/10&02/10, OFFSHORE VIETNAM

#### I. OBJECTIVE

The main purpose of the study is to provide QA/QC services for the Geological models and Dynamic models of Kinh Ngu Vang Field, Blocks 01/10&02/10, Offshore Vietnam.

#### II. SCOPE OF WORK

##### A. QA/QC and Advise for each step of Geo-model, following:

##### 1. Structural modelling

- Fault modelling and structure modelling based on stratigraphic well correlation, seismic interpretation, and geological concept.
- Output should be consistent with input data;

##### 2. Conceptual modelling:

- For clastic reservoir: All available well, seismic, and geological data are analysed, bench marked and then integrated to build up an appropriate model of facies belts or alternative scenarios in case no unambiguous geological concept might be defined. The benefit of this step is narrowing down the uncertainty by decluttering global facies (histogram) and probability functions (pdf) of continuous properties (PHIE, Swir, Perm) into different subsets.
- *The result of concept should be reasonable with the global environment and advisor will QCQA and recommend.*
- For fracture basement, QAQC the fault systems and link to the tectonic events and fields nearby to recommend the fault types and classify faults.

##### 3. Facies modelling:

- Facies are manually interpreted by well data (log and cores) considering the context of depositional system (conceptual model). The manual interpretation results, fine-tuned by shale volume cutoffs, are mimicked to the facies modelling processes. If well data are representative, they are used to investigate facies histograms for individual facies belt otherwise analogous data will be applied.
- Modelling methods (pixel based, objective bases or mix process of pixel based/objective based) and appropriate input parameters (width, azimuth, and variograms) are selected in compliant with depositional environment as well as facies geometry of each reservoir. If 3D trends are applied to localize facies distribution, additional steps of data analysis are performed to weight facies probability by secondary variables/trends.
- *QAQC and advise the sediment supply for each reservoir and parameter setup in the current models.*
- *For fracture basement: Advise fault zone (DTF) linking with the displacement of faults.*

#### 4. Data analysis and trend ensemble:

- Results of comprehensive geological – geophysical studies provide a good opportunity to reduce uncertainties of 3D geological and dynamic models. There is a need to work hierarchically with multiple facies and their correlation to seismic attributes. The data workflow can be illustrated as follows:
  - Determine marginal probability distributions of porosity/permeability for each individual depositional facies (in case well data are insufficient, boost trapping might be applied to construct smooth histograms).
  - Investigate correlation of porosity with depth, seismic attributes and then applied them to construct 3D trend models. In the case of seismic attributes are not independent, the best one is selected to construct 3D trends.
  - Define poro-perm correlation where core data available; investigate vertical trends of permeability and then integrate with poro-perm function to construct 3D trends of permeability.
  - Extract residuals of porosity and permeability from trends, constructed diagnostic diagram and then estimate probability distribution of residuals and analyze variograms for each parameter by facies. Like the first step, boost trapping might be applied to construct smooth histograms.

#### 5. Porosity and permeability modelling

- The results of facies modelling, trend ensemble and data analysis are used to control the distribution of porosity and permeability, modeled by geostatistical methods. The step is follows:
  - Deterministically calculate porosity by the 3D trend models defined by above steps.
  - Subtract porosity/permeability at wells to trend-based porosity model, the estimating residual values then are statistically populated, which are controlled by facies model, variogram and histograms.
  - Final models of porosity/permeability are sums of deterministic and residual modelling results.
  - Q-Q cross-plots, histograms are used as tools to QC the preservation of modelling results.
  - *Advise the lateral and vertical of porosity function for fracture basement.*

#### 6. Saturation modelling (QAQC and Advise the current steps carried out)

- 3D saturation modelling based on well log interpretation, core analysis (capillary pressure including analogue fields data if necessary), saturation height function and fluid contact's concept. The workflow to construct 3D saturation modelling are as bellows:
  - Fitting measured capillary pressure and water saturation of all SCAL samples to Brook Corey equation:

$$S_w = S_{wir} + (1-S_{wir}) \times S_{wn} \quad (\text{eq.1})$$

$$P_c = P_e * S_{wn}^{(-1/\lambda)} \quad (\text{eq.2})$$

- To be applicable in any reservoir condition, measured  $P_c$  is normalized for  $IFT * \text{Cosin}(q)$  at the Lab condition. The universal equation for effective or normalized water saturation then can be achieved as follows:

$$P_{c\_IFT} = P_{c_{lab}} / IFT * \text{Cosin}(q)_{lab} = P_{c_{reservoir}} / IFT * \text{Cosin}(q)_{reservoir} \quad (\text{eq.3})$$

$$P_{cIFT} = P_{e\_FT} * S_{wn}^{(-1/\lambda)} \quad (\text{eq.4})$$

$$S_{wn} = (P_{eIFT}/P_{cIFT})^{\lambda} \quad (\text{eq.5})$$

$$S_w = S_{wir} + (1-S_{wir}) \times (P_{eIFT}/P_{cIFT})^{\lambda} \quad (\text{eq.6})$$

- Sw is measured at every Pc step in the laboratory condition, so Swir, PeIFT and Lambda can be achieved.
- Investigate correlation between Swir, Pe, Lambda with porosity and permeability, and their correlation coefficients. If such parameters are well correlated with porosity/permeability, the investigating function are applied to construct 3D saturation model. In addition, other alternatives such as Timur or Cuddy method might be applied to approximate estimate Swir, Pe and Lambda and to fit modeled Sw with well-log Sw.
- To preserve the heterogeneity of reservoir, estimated Swir, Pc cures of each reservoir are used to estimate saturation numbers (SATNUM), directly transferred to dynamic modelling.

## 7. HIIIP estimation and Uncertainty modelling

- Expert assessment of geological parameters affecting HC reserves uncertainty, based on geological concept and exploration status of modelling formations. Estimation of the parameters mean values and measurement error. At this stage, data is used that was obtained in earlier stages of uncertainty assessment.
- Calculation of multi-realization static model and HC reserves uncertainty assessment based on static modelling workflow and estimated distribution of parameters affecting HC reserves uncertainty.
- At the end of the stage, the Petrel project with multi-realization geological model of all formations of the field with adjusted workflow for building of model and assessment of HC reserves uncertainty. The project should contain models corresponding to base case, and P10, P50, P90 realization cases. Maps of probabilistic distribution of oil-/gas-saturated reservoir thicknesses are built. A report and a presentation with description of methodology, works performed and works results are provided.
- *According to Cir.13, QAQC and advise for each parameter to estimate the uncertainty.*

## B. QA/QC and Advise for Dynamic model including:

### 1. Input parameters:

#### 1.1. PVT

- HC Properties: Must be representative of the area/field. If using data from PVTi/PVTSIM software, results must match experimental data with less than 10% error.
- Water Properties: Must be representative of the area/field.
- Equation of State (EoS) Model: Parameters should be normalized to the same production conditions if necessary.

#### 1.2. SCAL

- Phase Permeability: Must be representative of the area/field.
- Capillary Pressure: Must be representative of the area/field.

#### 1.3. Initial reservoir conditions

- Initial Reservoir Pressure: Must be consistent with interpretation results from DST/MDT/RFT, etc.

- Fluid Contact Boundaries: Must be consistent with the static geological model and the RAR report.

#### **1.4. Well data**

- Well Location, Trajectory, and Completion Interval: Must match the drilling report. Any deviation (not exceeding 10%) from the drilling report must be justified.
- Reservoir Properties along Wellbore: Must be consistent with formation evaluation (FE) documents.

#### **1.5. Production/DST data**

- The KNV is starting in development phase, so there are only DST data from exploration wells KNV-1X and KNV-2X.

### **2. Parameters from the geological model:**

#### **2.1. Porosity**

#### **2.2. Permeability**

#### **2.3. Saturation**

#### **2.4. Net thickness**

#### **2.5. Faults**

### **3. Initial reservoir simulation model:**

#### **3.1. Zonation definition**

- Zonation of areas/reservoirs based on pressure characteristics and fluid contact boundaries (EQLNUM).
- Zonation of relative permeability (SATNUM) and rock compressibility (ROCKNUM).
- Zonation of areas/reservoirs based on fluid properties (PVTNUM).

#### **3.2. Reservoir connectivity**

- Verification of communication between areas/reservoirs using production/pressure analysis data: must satisfy pressure equilibrium conditions.

#### **3.3. Fluid contact boundaries**

- Gas/oil and oil/water contacts: must be consistent with the geological model.

#### **3.4. HIIP**

- Comparison of HIIP with the Geomodel and RAR reports: deviation must not exceed 10% or must be reasonably justified.

### **4. History matching of well tests/production:**

#### **4.1. Pressure**

- Reservoir/bottomhole pressure: Error should not exceed 10% throughout the process and 5% at the end of the history matching iteration.
- Wellhead pressure: Error should not exceed 10% throughout the process and 5% at the end of the history matching iteration.

#### **4.2. DST/Production parameters**

- Cumulative oil production error: Should not exceed 5% compared to actual production.
- Timing and trend of gas-water, gas-oil, and oil-water ratios: Must match actual field data.

#### **4.3. PLT results**

- Contribution rate of each reservoir to each well in the dynamic model: Must match PLT measurements, with deviation not exceeding 15% for main reservoirs.

### **5. History matching adjustments**

### **5.1. Permeability**

- Adjustment factor: The change in permeability adjustment before and after should not exceed 200% for the entire area/field and not exceed 500% for specific zones.
- Adjusted zones: Must be consistent with reservoir structure and properties.

### **5.2. Porosity/pore volume**

- Adjustment factor for porosity/reservoir rock volume: The original hydrocarbons in place (OHIP) in the model after history matching must not deviate more than 10% from in-place conditions defined in the static model (SGM)/RAR. Other cases must be justified.

### **5.3. Connectivity**

- Reservoir connectivity between areas: Transmissibility multipliers between regions/layers can only be applied based on geological evidence, well test analysis, or justified reasoning.

### **5.4. Aquifer**

- Flow direction: Must be consistent with geological information.
- Aquifer volume: Must be justified based on production data or volume of HIIP.

### **5.5. Well parameters**

- Well Productivity Index (WPI): Should not be imposed at the beginning of the history matching process. If applied during history matching, WPI must be based on well intervention data or PTA interpretation.

## **6. Production forecast results and Sensitive uncertainties of each parameter**

### **6.1. Production forecasting conditions**

- Technical conditions
- Forecasting period
- Applicable regulations

### **6.2. Optimization studies**

- Number of production and injection wells
- Well design and completion
- Well commissioning schedule
- Bottom hole pressure limit
- Production regime
- Electrical Submersible Pump frequency
- Gas lift flow rate
- Water/gas injection: timing, location, injection rate, maximum injection pressure

### **6.3. Base case**

- Consistency with relevant reports (ODP, FDP...)
- Ensure optimization of applied solutions
- Abnormal indicators
- Peak production must comply with regulations

### **6.4. Sensitive uncertainties**

- Evaluation of justification and risk identification for parameters affecting recoverable reserves
- Hydrocarbon reserves must comply with guidance in Circular No. 13 by the Ministry of Industry and Trade

## **C. CONTRACTOR's responsibility:**

- o QA/QC Geological models and Dynamic models following above SOW.

- Consulting COMPANY to complete Geological models and Dynamic models..

### III. AVAILABLE DATA

The data to be used for this study and provided by COMPANY as below:

Data	Format data
• <b>Input data:</b> pressure, DST, por-perm, PVT, well data	Soft copy
• <b>Geological model</b>	Soft copy
• <b>Dynamic model</b>	Soft copy
• <b>Other data:</b> Other related reports and data	Soft copy

All data to be provided on USB disks or via email/ftp communication.

### IV. SCHEDULE OF WORK

The project implementation duration is 08 weeks.

### V. DELIVERABLE

A final presentation or report including:

- QA/QC results of Geological and Dynamic models
- Advices for COMPANY to complete those models.

### VI. PERSONNEL

CONTRACTOR is required to:

- Provide a sufficient number of personnel for each position/work requested to perform the services.
- Provide it's qualified Personnel, who are possessed of acceptable skill, expertise and accepted by COMPANY in advance comply with SCOPE OF WORK.
- The personnel's requirement as follow:

No.	Position	COMPANY's Criteria	Requirement
1	Team Leader	Experience with projects as SOW	More than 05 projects
		Experience in Building reservoir models	More than 10 years
		Bachelor degree	Fully meet or higher degree
2	Senior Geo-Modeler	Experience with projects as SOW	More than 03 projects
		Experience in Building Geological model	More than 05 years
		Bachelor degree	Fully meet or higher degree
3	Senior Reservoir Engineer	Experience with projects as SOW	More than 03 projects
		Experience in Building Dynamic model	More than 05 years
		Bachelor degree	Fully meet or higher degree

### VII. PLACE OF SERVICES

The Services will be carried out in the COMPANY's office or CONTRACTOR's office in case of need.

**EXHIBIT II**  
**SCHEDULE OF RATES**

**(Not Applicable)**

**EXHIBIT III**

**HEALTH, SAFETY AND ENVIRONMENT REQUIREMENTS**

## **EXHIBIT III**

### **HEALTH, SAFETY AND ENVIRONMENT REQUIREMENTS**

#### **PART I                    GENERAL HSE REQUIREMENTS**

III-1.0	Compliance with Laws/Regulations/CLIENT's Requirements
II-2.0	CONTRACTOR's Written Policy/Organization
III-3.0	Protection of Workers, Public, Assets and Environment
III-4.0	Right to Stop Work
III-5.0	Maintain Equipment, Tools and Machinery in a Safe Condition
III-6.0	Risk Management and Hazards Identification
III-7.0	Competent Personnel
III-8.0	HSE Awareness
III-9.0	Incident Reporting and Investigation
III-10.0	Housekeeping

#### **PART II                    SPECIFIC HSE REQUIREMENTS**

III-1.0	Site SHO/Safety Supervisor
III-2.0	Project HSE Plan
III-3.0	Equipment, Tools and Machinery Inspections
III-4.0	Personal Protective Equipment (PPE)
III-5.0	Inspection and Tagging of Mechanical Equipment
III-6.0	Working in Confined Space
III-7.0	Permit to Work
III-8.0	Tools and Equipment
III-9.0	Compressed Gas Cylinders
III-10.0	Welding and Cutting
III-11.0	Abrasive Wheels
III-12.0	Grit Blasting
III-13.0	Use of Chemicals
III-13.1	Use/ Handling of Asbestos or Asbestos-Containing Materials
III-14.0	Electrical Safety/ Power Source
III-15.0	Excavation
III-16.0	Barricade, Platforms and Guardrails
III-17.0	Scaffold
III-18.0	Camp Site
III-19.0	Office
III-20.0	Storage/ Warehouse
III-21.0	Explosives
III-22.0	Drilling Safety
III-23.0	Transportation
III-24.0	Use of Public Road
III-25.0	Lifting
III-26.0	Heavy Machinery
III-27.0	Working at Height
III-28.0	Air Hose
III-29.0	Radiography
III-30.0	Job Safety Analysis (JSA)/ Job Hazard Analysis (JHA)
III-31.0	HSE Inspection/ Audit
III-32.0	HSE Induction

III-32.1	Offshore Safety Passport (OSP)
III-32-2	CONTRACTOR's Own Induction Program
III-33.0	Toolbox HSE Meeting
III-34.0	HSE Meetings
III-35.0	Occupational Health
III-35.1	Health Risk Assessment
III-36.0	Drugs and Alcohol
III-37.0	Environmental Management
III-38.0	Security
III-39.0	Emergency Response Preparedness
III-40.0	CONTRACTOR's Training Records
III-41.0	HSE Performance Target
III-42.0	CONTRACTOR's HSE Performance Report
III-43.0	Incident Notification and Investigation
III-44.0	HSE Statistics Board
III-45.0	Environmental Hazardous Substance (EHS)

## **APPENDICES**

APPENDIX III-1 PPE STANDARDS AND TECHNICAL SPECIFICATIONS

APPENDIX III-2 LIST OF MEDICAL EXAMINATORS

APPENDIX III-3 OFFSHORE MEDICAL ASSESSMENT FORMAT

APPENDIX III-4 APPROVED SAFETY TRAINING INSTITUTIONS

## **EXHIBIT III**

### **HEALTH, SAFETY AND ENVIRONMENT REQUIREMENTS**

#### **III-1.0 Compliance with Laws/Regulations/CLIENT's Requirements**

CONTRACTOR shall comply with all applicable Health, Safety and Environmental (HSE) laws and regulations including fire and security, which are applicable to the location where the WORKS are being carried out.

CONTRACTOR shall indemnify CLIENT against all legal costs, fines and compounds imposed and claims and damages incurred as a result of breach or non-compliance with any relevant laws and regulations.

CONTRACTOR shall comply at all times with the requirements as set forth by CLIENT in its Health, Safety and Environment Management System (HSEMS), policies, operating standards, site HSE requirements, Zero Tolerance rules ("ZeTo" rules), any special instructions, and all requirements stipulated in this SERVICE ORDER. These requirements are intended to supplement any known or ought to be known laws and regulations applicable at the location where the WORKS are being carried out.

CONTRACTOR shall take all necessary HSE precautions related to or arising out of the performance of the SERVICE ORDER in order to protect the works, the personnel and property of CLIENT, CONTRACTOR, SUB-CONTRACTOR(s), all third parties and public from the hazards and risks associated with the WORKS.

#### **III-2.0 CONTRACTOR's Written Policy/ Organization**

CONTRACTOR shall acknowledge CLIENT strong commitment to HSE and affirm that it has a written HSE policy which is of a standard comparable to CLIENT's HSE policy and which has been signed and is actively supported and endorsed by CONTRACTOR's top management.

CONTRACTOR shall further affirm that its HSE policy is widely disseminated and understood among CONTRACTOR and SUB- CONTRACTOR(s)'s employees.

#### **III-3.0 Protection of Workers, Public, Assets and Environment**

CONTRACTOR shall protect the safety and health of workers and people living or working near the activity from potential hazards and risks created by that activity. CONTRACTOR, without cost to CLIENT, shall take all necessary precautions and mitigation measures to protect the workers and the public and minimize disturbance and inconvenience to the public resulting from performance of the WORKS.

Throughout performance of the WORKS, CONTRACTOR shall execute the WORKS and conduct all operations in such a way as to minimize any impact upon the natural environment including compliance with all laws, regulations and rules applicable to the site e.g. Environmental Management Plan (EMP), Approval Conditions etc. CONTRACTOR shall agree to indemnify CLIENT and consultants of CLIENT for all claims, damage costs and penalties relating to any environmental damage or loss or non-compliance with any laws or regulations arising out of CONTRACTOR and/or SUB-CONTRACTOR(s) performance of WORKS.

### **III-4.0 Right to Stop Work**

CLIENT's representative or his designated representatives shall have the right to prohibit commencement of WORKS or to stop any WORKS in progress if the equipment, machinery, personnel or work conditions are considered at CLIENT's discretion to be unsafe or not to be in compliance with any applicable rules, regulations and procedures in CLIENT.

Stoppage of the WORKS shall be at CONTRACTOR's expense until CONTRACTOR has satisfactorily rectified such defects and unsafe conditions. In the event of serious or repeated infringements, CLIENT may terminate the SERVICE ORDER without compensation.

### **III-5.0 Maintain Equipment, Tools and Machinery in a Safe Condition**

CONTRACTOR shall ensure that all CONTRACTOR's machinery, tools, equipment, facilities and other items in any way associated with or utilized in the WORKS are fit for use and maintained in a safe and good working condition. Certificates of fitness, Calibration Certificates etc. where applicable shall be provided.

### **III-6.0 Risk Management and Hazards Identification**

CONTRACTOR shall make an initial assessment of the HSE risks involved in the execution of the WORKS. The focus of the assessment should be to evaluate the inherent hazards in conducting the WORKS and the potential adverse consequence of an accident to the workers, the public and the environment, CLIENT assets and reputation. CONTRACTOR shall take appropriate preventive and mitigation measures to prevent incidents from occurring and to minimize the consequence of an event should it occur.

CONTRACTOR shall conduct HSE inspections and audits to ensure that such preventive and mitigation measures are in place and implemented. CONTRACTOR shall promptly take actions on all recommendations made pursuant to the said inspections and audits.

### **III-7.0 Competent Personnel**

CONTRACTOR shall ensure that competent personnel are fully trained and certified to carry out the task of operating all machinery, equipment, and tools. Certificate of competency shall be provided where applicable. CONTRACTOR shall provide an adequate level of technical and HSE related training conducted by a recognized training institution for all relevant personnel in connection with the WORKS. All CONTRACTOR's supervisory personnel shall attend relevant HSE training and be competent in hazard identification and risk assessment.

CONTRACTOR shall ensure that all CONTRACTOR and SUB-CONTRACTOR(s)'s personnel engaged in the WORKS are healthy and fit, and possess the experience and skill required to perform the WORKS safely.

### **III-8.0 HSE Awareness**

CONTRACTOR shall be responsible for maintaining and enhancing the HSE awareness among its personnel and SUB-CONTRACTOR(s)'s personnel, including arranging safety induction, toolbox meetings, regular HSE meetings and emergency exercises and drills. Findings of hazard identification and risk assessments including Job Safety Analysis shall be communicated to CONTRACTOR's and SUB-CONTRACTOR(s)'s personnel. Copies of minutes of CONTRACTOR safety meetings shall be submitted to CLIENT.

### **III-9.0 Incident Reporting and Investigation**

CONTRACTOR shall report to CLIENT immediately of the occurrence of any incident including near misses as per COMPANY's incident reporting requirements. CONTRACTOR shall be responsible for reporting incidents to competent authorities as per law.

All incidents that result in or have the potential to cause serious injury or property damage shall be suitably investigated by CONTRACTOR and reported to CLIENT. Any accidents result in fatality(es) and/ or two (02) or more major injuries shall be notified, investigated and reported in accordance with applicable legislation

CONTRACTOR shall maintain accurate incident and injury reports and shall comply with CLIENT's requests for information relating to accidents, injury or illnesses.

### **III-10.0 Housekeeping**

CONTRACTOR shall ensure that good housekeeping is maintained continuously throughout the duration of the WORKS. Due regard shall be paid to proper disposal of all types of wastes especially hazardous/scheduled wastes, tidiness, and clear access ways and emergency exits.

Access and egress of all exits, fire and safety equipment, and work areas shall be kept clear of obstructions at all times. Special attention shall be given to maintaining clear walkways, removal of slippery and tripping hazards, securing or removing of loose materials at height, and proper storage of materials. Scheduled wastes such as oily or chemical soaked rags shall be disposed of in accordance to regulatory requirements. All housekeeping costs shall be borne by CONTRACTOR.

## **PART II SPECIFIC HSE REQUIREMENTS**

### **III-1.0 Site Safety and Health Officer ("SHO")/Safety Supervisor**

CONTRACTOR shall, at its own costs, provide such numbers of qualified SHO(s) or supervisors who will be responsible to provide guidance and advice pertaining to Health, Safety and Environment (HSE) requirements of the WORKS. The SHO(s) shall guide CONTRACTOR's management on HSE plan and its implementation, with equal diligence being paid to fulfillment of the contractual requirements.

In addition to the ongoing monitoring of the site, the SHO(s) or supervisors shall also perform a formal inspection or audit of the site at least once every week to identify and correct any non-compliances noted. A written record of all inspections, audits and their status of action follow-ups shall be provided to CLIENT's representative.

SHO(s) shall not be involved or assigned to other part-time works other than as HSE officers.

Prior to start of WORKS, CONTRACTOR shall submit the CV of the proposed SHO(s) or supervisors for CLIENT's approval.

### **III-2.0 Project HSE Plan**

Prior to mobilization, CONTRACTOR shall prepare and submit a project specific HSE plan to CLIENT which, as a minimum, contains the followings:

- HSE policy, targets and requirements
- Prevailing laws and regulations
- CONTRACTOR's HSE policy
- CONTRACTOR's organization including positions for HSE manager and SHO(s)
- HSE responsibilities of CONTRACTOR's key personnel
- Risk assessments including preventive and mitigating measures
- Description and schedule of HSE activities
- Incident reporting and investigation
- Emergency response plan

CLIENT's review or comments on such plan shall not relieve, nor shall such review and comments be construed as limiting in any manner the CONTRACTOR's obligations to undertake any action which may be necessary to establish and maintain safe working conditions at the location where the WORKS are being carried out.

### **III-3.0 Equipment, Tools and Machinery Inspections**

Prior to start of WORKS, CONTRACTOR shall inspect the equipment, tools and machinery required in connection with the WORKS including but not limited to cranes, bulldozers, trucks, tractors, rigs, barges, etc., to ensure the safe execution of WORKS.

In addition, CONTRACTOR shall maintain and perform continuous HSE inspection and audits throughout the WORKS and shall promptly implement all recommendations made pursuant to the said inspection and audits.

CLIENT shall have the right to conduct its own HSE inspection and audits at work site(s). CONTRACTOR shall comply with all recommendations arising from such inspection and audits.

CONTRACTOR shall ensure that all fuel powered and electrical equipment meet the requirements of hazardous area classification including any requirements on fuel burning equipment by authorities and is equipped with approved spark arrestor.

CONTRACTOR shall ensure that only competent personnel who are certified are allowed to operate and/ or maintain equipment, tools and machinery.

### **III-4.0 Personal Protective Equipment ("PPE")**

CONTRACTOR shall at its own costs, supply its personnel and SUB-CONTRACTOR(s)' PERSONNEL required in connection with the WORKS with adequate PPE, provide training on the uses and maintenance of PPE and strictly enforce the use of such PPE on their employees. CONTRACTOR shall purchase PPE in accordance to the specification as per APPENDIX III-1 - PPE STANDARDS AND TECHNICAL SPECIFICATIONS.

CONTRACTOR and SUB-CONTRACTOR(s) shall not charge its personnel for such PPE.

### **III-5.0 Inspection and Tagging of Mechanical Equipment**

CONTRACTOR shall upon arrival at the work site(s), inspect and tag all mechanical equipment that is to be utilized for the WORKS.

The equipment will include but may not be limited to the following:

- Cranes

- Fork lifts
- Self-Loading Trucks
- Semi-Trailers and Prime Movers
- Compressors
- Temporary Electrical Distribution Boards
- Scaffolding Equipment
- Rigging Equipment
- Man-Cages/ Personal Baskets
- Aerial Work Platforms
- Welding Machine
- Grinding and Cutting Machine

All equipment inspected that requires remedial work (or replacement) shall be carried out at CONTRACTOR's costs.

All equipment inspected and accepted for use on the WORKS shall be clearly identified by a tagging system.

### **III-6.0 Working in Confined Space**

Confined space entry shall be authorized through CLIENT's Permit To Work approval process. CONTRACTOR shall take adequate precautions and mitigation measures which include, but not limited to gas/oxygen tests, PPE requirements, respiratory protection equipment (RPE), isolation of connections to confined space, provision of ventilation equipment and preparation of confined space for safe entry, standby person, availability of rescue equipment and ERT team.

The SHO(s) or entry supervisor shall ensure that all necessary precautions and mitigation measures are implemented.

CONTRACTOR's entrants shall be certified medically fit by the Approved Medical Examiner (AME) before they are allowed to work in confined space.

### **III-7.0 Permit to Work ("PTW")**

CONTRACTOR shall implement CLIENT's PTW procedure where CONTRACTOR activities require the application of such PTW. This includes hot works, cold works, lifting, excavation, confined space entry, radiography, lifting, and use of explosive. Authorized CLIENT's supervisors shall approve the permits and certificates. CONTRACTOR shall continuously enforce the conditions and requirements of the permits including its validity. CONTRACTOR's supervisors shall attend the PTW training. Costs incurred in the implementation of PTW shall be borne by CONTRACTOR.

### **III-8.0 Tools and Equipment**

CONTRACTOR shall ensure that all CONTRACTOR's machinery, tools and equipment, facilities, and other items associated with the WORKS whether purchased or rented are maintained in a safe condition and to be operated by competent operators. Tools shall only be used for the job they were designed to perform. All guards shall be fitted and shall be in good condition at all times. All grinding discs shall be checked for correct size and speed prior to fitting. Electrically powered tools shall meet the hazardous zones requirements where applicable. All electric cables shall be industrial type. Use of domestic electric cables is

prohibited. CONTRACTOR shall repair or replace defective tools and equipment at CONTRACTOR's costs. Appropriate personal protective equipment shall be worn at all times when using any tool or equipment.

### **III-9.0 Compressed Gas Cylinders**

CONTRACTOR shall ensure that:

- Compressed gas cylinders stored, or transported or used shall be in an upright position and secured to some substantial object or structure by a chain or other suitable means capable of supporting the weight of the cylinder. This applies to all cylinders, whether empty or full.
- Cylinder valves shall be closed and hoses depressurized when cylinders are not in use.
- Cylinders shall have protective valve caps in place while they are being transported/ stored.
- Cylinders shall be returned promptly to a suitable storage area after use. They shall not be left at any work site(s). Cylinder storage areas should be kept away from general traffic paths and shall not be adjacent to vehicle paths.
- Flammable gases and oxygen cylinders shall not be stored in close proximity unless separated by a non-combustible wall.
- Cylinders shall only be hoisted when enclosed in an approved box or cradle within which they are securely fastened.
- Cylinders shall be identified by a color code in accordance with respective standards.
- Gas welding cylinders shall have hose check valve (non-return valves). Flashback arrestors shall be installed to quench flashback flames and cut off the gas flow automatically, in both oxygen and fuel gas outlet lines.

### **III-10.0 Welding and Cutting**

CONTRACTOR shall ensure only competent and authorized workers are allowed to use welding and cutting equipment. CONTRACTOR shall ensure suitable precautions and mitigation measures against exposure of welding hazards such as excessive ultraviolet radiation, fire, welding fumes, and dusts are put in place.

Welding, and/or flame cutting in the vicinity of flammable or combustible substances/materials shall only be done under the control of a PTW.

CONTRACTOR shall provide adequate number of suitable fire extinguishers at the sites where hot works are taking place. Welders shall be trained and competent in the use of fire extinguishers.

### **III-11.0 Abrasive Wheels**

CONTRACTOR shall ensure that safety protection in the form of goggles and/ or shields and hearing protection devices ("HPD") are provided and utilized by the personnel working with grinding machines and abrasive wheels. When changing discs on a portable grinder it is imperative that a suitable replacement disc is fitted and installed in the correct manner. CONTRACTOR shall ensure only trained and competent personnel are permitted to carry out this task.

### **III-12.0 Grit Blasting**

CONTRACTOR shall confirm with CLIENT the need for hot work permit prior to grit blasting. CONTRACTOR shall provide the blaster with an approved air face mask and oil free air supply. Associated workers and any other personnel within the blasting area shall wear approved respiratory protection. The blasting gun shall have a 'dead man' safety device operated by the blaster. Under no circumstances the device shall be tied back or defeated.

CONTRACTOR shall make efforts to minimize the exposure of the blasting grit to the surrounding environment. Protective shield shall be erected and notice board shall be posted in order to prevent exposure of the blasting grit to other workers in the vicinity.

### **III-13.0 Use of Chemicals**

CONTRACTOR shall declare any hazardous chemicals used for the WORKS to CLIENT. CONTRACTOR shall ensure all requirements for use, storage, handling and transportation of chemicals including personal protection outlined in the Safety Data Sheet are strictly followed. The Safety Data Sheets for all chemicals shall be made available in the languages stipulated under the law. When in doubt concerning these requirements, consult CLIENT's HSE personnel.

Flammable chemicals such as solvents and cleaning agents shall not be stored or used in un-ventilated areas or in close proximity to any sources of ignition. These chemicals shall be stored in a proper storage facility outside the work area whenever they are not being used. Proper labeling and re-labeling of the chemical containers shall be done accordingly. Source of ignition such as smoking is strictly prohibited in the vicinity of any such chemical.

#### **13.1 Use/Handling of Asbestos or Asbestos-Containing Materials**

The use of any asbestos or asbestos-containing materials is strictly prohibited for WORKS related to the CONTRACT. For work that requires handling/removal of asbestos or asbestos-containing materials at site, CONTRACTOR shall take the necessary precautions to ensure protection of their workers and others from the risks of exposure to asbestos fibres. CONTRACTOR shall make reference to CLIENT's Asbestos Inventory to determine if the WORKS to be undertaken may involve handling of asbestos or asbestos-containing materials.

### **III-14.0 Electrical Safety/ Power Source**

No part of any lifting device or any equipment operated near power lines shall be closer than below:

<u>Voltage</u>	<u>Safe Distance</u>
150-750 V	2.0 m
750- 50k V	3.0m
50k-250k V	4.5m
> 250kV	6.0m

The above clearance applies in all directions. All overhead lines shall be identified with a highly visible sign placed 7m from both sides of the lines, 1.8m above ground. A restriction guard pole connected with ropes shall be installed to restrict clearance close to power lines.

### **III-15.0 Excavation**

CONTRACTOR shall ensure that all excavation works shall meet the following requirements as a minimum:

- Excavations works shall be subjected to the control of PTW and excavation certificate.
- Prior to embarking excavation works, proper excavation design and plan shall be drawn up taking into consideration of the soil type, the weather conditions and proximity to facilities.
- Walkways between trenches should be kept clear of obstruction.
- A competent person shall inspect all excavations, shafts, tunnels and earthwork.
- A standby person shall be made available at all times equipped with all necessary safety equipment.
- All excavation exceeding 1.5 meters shall be shored and a PTW complete with confined space certificate shall be secured.
- No mechanical excavation within 1 meter of the existing service shall be allowed. All underground WORKS shall be hand exposed and identified.

### **III-16.0 Barricade, Platforms and Guardrails**

CONTRACTOR shall provide adequate barricades, covers, guardrails, signal flag persons or other appropriate warning devices to protect personnel near any hazardous operations or overhead works. Temporary covers for floor openings shall be firmly fastened and clearly identified by warning signs. All elevated work areas, walkways, platforms etc. whether permanent or temporary, shall be protected by an approved guardrail and shall provide a sturdy working space.

CONTRACTOR shall provide all the necessary signs, barriers, signal flag persons, etc. to protect the general public from exposure to injury due to the excavation works.

All legislated and CLIENT requirements for warning signs and/ or barriers adjacent to public roads shall be strictly adhered to.

### **III-17.0 Scaffold**

A safe means of access shall be provided for any works to be carried out at a height greater than 2 meters above ground. If a suitable permanent access is not available, a well-designed, erected, inspected and maintained scaffold will provide a safe means of access and safe working areas. Additionally, safe access to scaffold work platforms by ladder shall be provided. All scaffoldings shall be constructed in accordance with B.S 5973 Code of Practice for Access and Working Scaffolds and Special Scaffold Structures in Steel or its equivalent.

All scaffolding materials and components shall be as follows:

#### **a. Scaffold tubes**

All tubes shall be galvanized steel 48.3mm OD and wall thickness 4mm comply to BS 1139 Part 1, 1982 and free from cracks, splits or excessive corrosion and straight. Black steel or aluminum scaffold shall not be allowed to be used at offshore.

#### **b. Coupling and fittings**

They shall be of sound construction, comply with BS 1139, Part 2. Tubular and fittings of different standards shall not be mixed.

**c. Board or decking**

All timber scaffold boards shall meet the recommended BS 2842:1981 or regulation 87 of Factory and Machinery Act 1967, regulation 1986.

**d. Ladders**

Ladders shall meet BS 1129:1982.

**e. Frame or tubular scaffold**

Proprietary steel frame or tubular scaffold of sound design and construction shall be approved by CLIENT before use.

**f. Inspection**

A scaffold inspector shall inspect all scaffold materials. Any scaffold above 40 meters shall be designed and endorsed by a professional structural engineer and copy of design forward to DOLISA.

**g. Erection**

Scaffolds shall only be erected, altered or dismantled by competent scaffolder under supervision of a scaffolder supervisor. All inspection of scaffolds shall be done by a competent scaffold inspector.

**III-18.0 Camp Site**

CONTRACTOR shall construct and operate the camp in accordance to the following requirements:

- Air-condition rooms provided
- Electrical equipment and wiring complying to established electrical safety standards
- Provision of dedicated smoking areas
- Proper storage with provision for secondary containment and pipeline for supply of fuel
- Provision for proper waste management especially hazardous/ scheduled wastes
- Smoke detectors in rooms
- Fire extinguishers provided at strategic locations
- Emergency response procedures posted

**III-19.0 Office**

CONTRACTOR shall maintain comfortable working condition in office as follows:

- Temp 20-26oC
- Humidity 40-60%
- Adequate ventilation
- No smoking policy
- Adequate lighting comfortable to the eyes at 400 lux
- Office space at 6.25 m2 per work station
- Welfare facilities e.g. toilet, prayer room and eating areas
- Daily cleaning service
- Passage ways are cleared and tripping hazards identified and removed
- Emergency plans for evacuation

- Car park well lit and vehicle movement controlled
- First aid boxes provided

### **III-20.0 Storage/ Warehouse**

CONTRACTOR shall provide appropriate storage facilities for the storing of material, chemical and fuel on sites. The requirements for storing of materials shall also include the following:

- Construction material shall be stored at the designated locations on site
- Written procedures on transportation, handling and disposal for all material shall be made available
- Good housekeeping shall be practiced at all storage facilities
- Storage areas shall be located away from heavy vehicle traffic areas
- Storage floors and bins shall be labeled and constructed to safely support the loads with maximum safe load limits posted
- Storage buildings and warehouses shall be provided with an approved lightings and fittings in compliance with hazardous area classification, well ventilated and constructed with chemical resistant flooring, spill containment, waste collection and treatment where appropriate for the chemicals or fuel stored
- All hot works including welding, cutting or any other operations that create sparks shall be controlled via PTW system inside a warehouse or near the flammable/combustible material storage yards
- Adequate number of fire extinguishers of appropriate type shall be made available at strategic locations at all storage areas and warehouses
- All personnel shall wear approved PPE whilst working in storage areas and warehouses
- Flammable and combustible liquids shall be stored separately in different storage buildings
- Storage rooms shall be constructed to meet the specified fire resistant rating suitable for their use
- Approved safety cans/ cabinets/ containers shall be used to store and transfer flammable and combustible liquids, with the name of the material clearly stamped
- “No Smoking” signs shall be posted at strategic locations in storage areas and warehouses storing flammable and combustible liquids

### **III-21.0 Explosives**

CONTRACTOR shall obtain all relevant permits and comply with the regulatory requirements for the use of explosives.

CONTRACTOR shall ensure that every reasonable precaution and mitigation measures will be taken to ensure that CONTRACTOR personnel handling the explosives comply with established industry standards and best practices in the safe transportation, storage, handling and usage of explosives.

### **III-22.0 Driving Safety**

CONTRACTOR’s personnel traveling to and from work site(s) shall use proper means of transport. Such transport shall comply with the regulatory requirements. Transportation of personnel in open trucks is prohibited unless fitted with seats and approved by authority to carry passengers. CONTRACTOR shall be responsible to provide safe access and egress to the work site(s) for green field project. CONTRACTOR shall set allowable speed limit and place suitable road signs at the work site(s).

CONTRACTOR shall enhance the awareness of safe driving amongst its employees and SUB-CONTRACTOR(s) through provision of defensive driving training. This training shall include wearing of seat belt, observing speed limit, maintain good vehicle condition, driving defensively and possess valid driving license.

### **III-23.0 Transportation**

Whether the travel is by land, sea or air, CONTRACTOR is obliged to follow both CLIENT and established industry guidelines for the safe transport of personnel and equipment. In the event that CLIENT is providing a means of transport for either personnel or equipment, then CONTRACTOR and SUB-CONTRACTOR(s)' personnel should adhere to the instructions and requirements of CLIENT.

### **III-24.0 Use of Public Road**

CONTRACTOR shall keep public roads free from debris due to vehicle movement to and from the work site(s). CONTRACTOR shall provide washing facilities at site to clean vehicle tyres. In the event of spillage onto the road, CONTRACTOR shall undertake the cleaning at their own cost.

### **III-25.0 Lifting**

All cranes supplied by CONTRACTOR shall have valid certificate of fitness issued by authority e.g. PMA certificate issued by DOLISA. All cranes shall be inspected, tested and witnessed by CLIENT competent person before putting them into service. All associated lifting equipment shall be inspected.

CONTRACTOR shall inspect and maintain all cranes to ensure they are in safe working conditions. All defective cranes shall be taken out of service, repair or replace if necessary. Whenever there is any doubt on the integrity of the crane, load test shall be performed at CONTRACTOR's cost.

A color coding or similar system shall be used to identify inspected lifting appliance. CONTRACTOR shall seek approval from CLIENT on any heavy lifting.

- Lifting a single load of more than 10 tons OR
- Lifting load of weight more than 80% of rated capacity of the lifting equipment at the specified working radius and boom angle as per crane load chart

CONTRACTOR is responsible for ensuring that a competent and authorized operator operates any lifting device and that a signal man is designated to signal the operator as necessary to properly place and control the loads.

Prior to performing any lift, the operator shall determine the weight of the object being lifted and ensure that cables, lifting device, slings, wire ropes, chains etc. used are of a sufficient strength to support the weight of the load.

No worker shall be allowed under the load. Tag lines shall be used to guide and control the load where excessive movement is possible.

A competent worker shall inspect all wire rope, chains, and slings prior to performing any lift. Record of inspection shall be kept for CLIENT's review. During winch or tow, all personnel shall be clear of the 'whip area' of cable/rope under tension.

Certified 04 leg chain or 04 leg wire rope sling is required for lifting the generator/ compressor/ container. The designated 04 lifting points of the generator/ compressor/ container are certified for lifting the generator/ compressor/ container. In case the generator/ compressor is not designed with 04 lifting points, a certified lifting frame with 04 lifting points to cover the generator/compressor shall be applied for lifting.

### **III-26.0 Heavy Machinery**

All CONTRACTOR vehicles on any work site(s) shall have proper insurance and maintain in safe operating conditions.

All heavy machinery shall be operated by competent and certified operators. They shall be operated in a safe manner and at a speed suited to the terrain and weather conditions.

All cranes, stringing trucks, heavy tracked equipment and machinery, welding rigs and all vehicles shall be fitted with reverse alarms.

Any vehicle with restricted vision shall not operate in the vicinity of workers, except under the direction of a designated worker who is ensuring that the path way is clear and safe.

### **III-27.0 Working at Height**

When working at height more than 7.5 meters, CONTRACTOR shall provide suitable safety nets, which extends 2.5 meters beyond the edge of work level. The nets shall be sufficiently anchored using steel hooks or shackle. The net shall be inspected daily.

If safety nets cannot be used, CONTRACTOR shall provide fall protection devices such as full harness with double lanyards etc. to the workers. Fall protection is required when working above two (2) meters. Personnel using fall protection shall be trained on its use.

### **III-28.0 Air Hose**

Air hose should not be used to clean any part of the body or clothing or use to blow off dirt on the floor.

### **III-29.0 Radiography**

CONTRACTOR shall obtain a PTW c/w radiation certificate for radiography works. Extra precaution shall be taken to keep away all non-relevant personnel from the area. The area shall be isolated by visible barricades, signs, warning lights etc. The source shall be stored according to approved procedure. CONTRACTOR shall employ only qualified radiography operators for the job. Properly calibrated radiation survey meters shall be made available.

### **III-30.0 Job Safety Analysis (JSA)/ Job Hazard Analysis (JHA)**

Prior to performance of WORKS, CONTRACTOR shall implement JSA/JHA as a safety precaution to eliminate or guard against hazards of a specified job. The JSA/JHA methodology shall include the following:

- Study the job and develop basic job steps
- Identify the hazards for each job step
- Identify the safety precautions and mitigation measures to be taken for each job step

- Record the JSA/JHA and brief all workers on the hazards, precautions and mitigations to be taken

### **III-31.0 HSE Inspection/Audit**

Prior to commencement of WORKS, CONTRACTOR is required to inspect the work site(s) and equipment to ensure that WORKS can be performed safely. In addition, CONTRACTOR shall perform continuous HSE inspection/ audits throughout the WORKS and shall promptly implement all recommendations made pursuant to the said inspection/ audit. CLIENT shall have the right to conduct its own HSE Inspection/audit at the work site(s). CONTRACTOR shall comply with all recommendations arising from such inspection/ audit.

### **III-32.0 HSE Induction**

#### **32.1 Offshore Safety Passport (OSP)**

CONTRACTOR shall comply with the CLIENT's Safety Passport guidelines.

- a. CONTRACTOR is obliged to request for the guidelines. CONTRACTOR must ensure that its personnel conversant of the guidelines.
- b. Medical certificates must be issued by the approved doctors and institutions by CLIENT as listed in APPENDIX III-2. The format shall be applied as per APPENDIX III-3. If, in the opinion of the CLIENT, any personnel is considered not medically fit or refuses or fails to complete the CLIENT's Medical Questionnaire or undergo medical tests as may be required by the CLIENT, the CLIENT reserves the right to refuse permission for such personnel to be involved in the performance of the CONTRACT and the CLIENT shall not be liable for any costs arising directly or indirectly there from.
- c. The OSP is a requirement before any personnel is allowed to be on CLIENT's work site(s). Any exception shall require in written consent from CLIENT.
- d. CONTRACTOR shall submit OSP application and training certificate as well as medical certificate to CLIENT for OSP issuance. The OSP must be issued by CLIENT. Please refer APPENDIX III-4.

#### **32.2 CONTRACTOR's Own Induction Program**

CONTRACTOR shall implement a HSE induction for the site. CONTRACTOR shall identify its employees who will be required to attend the HSE induction program. The induction briefing shall be applicable to all CONTRACTOR's employees and SUB-CONTRACTOR(s)' employees. Briefing shall be done at site prior to the commencing of the WORKS.

Each worker who has attended and completed the HSE induction program shall be issued with a sticker to indicate that he has completed the HSE induction course. The sticker shall be displayed on the safety hat and worn at site.

### **III-33.0 Toolbox HSE Meeting**

CONTRACTOR shall ensure that his appointed works supervisor hold 'tool box' safety meeting for about 5-10 minutes daily or prior to each shift. Specific topics shall include

hazards relevant to current works, review of accidents, near misses and deficiencies and any new equipment or machinery. CONTRACTOR shall maintain records of attendance and submit to CLIENT as and when required.

### **III-34.0 HSE Meetings**

CONTRACTOR shall form a HSE Committee at work site(s) and shall hold regular meetings, minimum monthly to create and maintain an active interest in HSE. The meeting shall be attended by CONTRACTOR's management and workers' representatives and chaired by CLIENT's site manager. Minutes of meeting shall be distributed to all attendees.

### **III-35.0 Occupational Health**

CONTRACTOR shall ensure that all its employees and SUB-CONTRACTOR(s)' employees engaged in the work are medically fit for the job and healthy. Any medical diseases or disabilities which may adversely influence the employee's ability to perform his role in the work shall be reported to CLIENT prior to the commencement of the WORKS.

CONTRACTOR shall, at no cost to CLIENT, be responsible for the medical benefits of its own and SUB-CONTRACTOR(s)' employees. CONTRACTOR shall make necessary arrangements for medical consultation, treatment or hospitalization if and when necessary and will arrange suitable insurance coverage for such contingencies.

CONTRACTOR shall ensure that all its employees and SUB-CONTRACTOR(s)' employees engaged in the work are free of any infectious diseases prior going to CLIENT's offshore facilities. Whereby, CONTRACTOR shall make necessary arrangements with its own expense for any infectious diseases Test/ quarantine follow Ministry of Health instruction.

In case of emergencies, CLIENT may provide necessary emergency arrangements, the cost of which shall be reimbursed by CONTRACTOR.

CONTRACTOR shall, at its own expenses, have a fully equipped first aid station on site and make arrangement for availability of an ambulance. This station shall be manned during all working hours.

CONTRACTOR shall ensure that its personnel and SUB-CONTRACTOR(s)' personnel maintain a high standard of hygiene during execution of the WORKS.

CONTRACTOR shall provide where necessary sufficient hygienic drinking fluids and toilet facilities to meet health and related regulatory requirements.

#### **III-35.1 Health Risk Assessment**

CONTRACTOR shall identify and create an inventory of health hazards in the CONTRACTOR's workplace, assess the risk to health associated with exposure to these agents, decide on the control measures required if any, remove or reduce the risk to health to a level "as low as reasonably practicable" and consider any recovery measures needed to mitigate acute and/ or chronic health effects should control measures fail.

### **III-36.0 Drugs and Alcohol**

The use, sale, dispensing or possession of drugs, narcotics and alcoholic beverages is prohibited on the sites and at any place where the WORKS are performed.

CONTRACTOR shall ensure that its personnel do not at any time, during the performance of the WORKS, partake, bring onto the work site(s), or be under the influence of any alcoholic liquor, drug or other intoxicating substance. This prohibition shall also cover all legal or prescription drug which may impair an employee's ability to perform his job safely. Employees who are found using or in possession of drugs at the work site(s) shall be terminated. CLIENT reserves the right to randomly require CONTRACTOR's employee, to undergo drug and alcohol tests at any time. Drugs and alcohol tests shall be conducted immediately after an incident. CONTRACTOR shall ensure that each and every person engaged by it or on its behalf to perform any element of the WORKS (including SUB-CONTRACTOR(s)) are advised on the local laws relating to the importation and/ or possession of drugs.

### **III-37.0 Environmental Management**

CONTRACTOR shall establish and implement an environmental management plan that details the practices, procedures and control measures for effective management of environmental aspects, as required by the relevant authority and CLIENT.

Environmental aspects include, but not limited to:

- Use of resources, e.g. chemicals, water, energy, fuel etc.
- Air emissions
- Waste water discharges
- Public nuisance, e.g. noise, odour, dust, etc.
- Wastes generation

CONTRACTOR shall develop a waste management plan in accordance with any requirements from the CLIENT and the relevant authorities. This plan shall inventorise all types of wastes and states their method of disposal and make available before the commencement of any work. This plan shall be regularly updated as conditions change. CONTRACTOR shall handle, sort and dispose all types of wastes in conformance with the relevant procedures, laws and regulations and at no additional cost to CLIENT.

CONTRACTOR shall ensure spill prevention is practiced and in place, where necessary. E.g. chemicals/ fuel are stored in durable containers, secondary containment at the chemical/ fuel storage area and during handling of chemicals/ fuel, etc.

### **III-38.0 Security**

CONTRACTOR shall provide adequate number of security personnel and security measures to safeguard the work site(s) from any threat, damage or theft of properties. CONTRACTOR security personnel shall be equipped with communication equipment and able to contact police and other emergency units as and when required.

CONTRACTOR shall provide shelter, facilities and amenities to enable security functions or duties to be performed satisfactorily to the requirements of CLIENT.

### **III-39.0 Emergency Response Preparedness**

CONTRACTOR, at its own cost, shall ensure there is adequate emergency response capability at site, which shall include at least the following;

- Emergency response procedures
- Fire-fighting equipment
- Fire prevention program
- First aid medical facilities

CONTRACTOR's personnel shall be trained and competent in the use of firefighting equipment.

CONTRACTOR shall also ensure its first aiders are trained and competent to render such WORKS.

### **III-40.0 CONTRACTOR Training Records**

CONTRACTOR shall provide adequate training to all its personnel to ensure that they have sufficient knowledge and skill to undertake the assigned tasks. CONTRACTOR shall establish a document control system to maintain their training records.

### **III-41.0 HSE Performance Targets**

In line with CLIENT's HSE policy, objectives and performance targets, CONTRACTOR shall set appropriate HSE objectives, develop and implement HSE programs to achieve the set performance targets.

### **III-42.0 CONTRACTOR HSE Performance Reports**

CONTRACTOR shall compile and submit monthly HSE performance report to CLIENT. CONTRACTOR shall ensure all HSE performance reports and records are maintained and updated as and when required.

### **III-43.0 Incident Notification and Investigation**

CONTRACTOR shall develop an incident reporting and investigation system, which is compatible with CLIENT's requirements. Any incident involving CLIENT, CONTRACTOR's, SUB-CONTRACTOR(s)' or any third party's personnel, plant or equipment, shall be immediately reported to CLIENT, irrespective of whether there is injury to personnel or damage to plant or equipment.

All incidents that resulted in or have the potential to cause serious injuries or property damage shall be suitably investigated by CONTRACTOR and reported to CLIENT. CONTRACTOR shall keep a copy of the report at site. Any accidents result in fatality(es) and/ or two (02) or more major injuries shall be notified, investigated and reported in accordance with applicable legislation.

Upon completion of the WORKS under the CONTRACT and/ or on an annual basis, CONTRACTOR shall prepare a close-out report of its HSE performance complete with incidents statistics.

### **III-44.0 HSE Statistics Board**

In line with CLIENT's objective to promote safety awareness and safe working practices amongst all employees and CONTRACTOR's PERSONNEL, CONTRACTOR shall install a HSE Performance Scoreboard to highlight achievement/ milestone of safe working hours of employees.

CONTRACTOR shall install the above at each site office. The HSE Performance Scoreboard shall be of acceptable material and shall contain the following information as a minimum

Name of CONTRACTOR \_\_\_\_\_  
 Date (Start of WORKS) \_\_\_\_\_  
 HSE Targets for This Project \_\_\_\_\_  
 Best Achievement (Man-hours, Year) \_\_\_\_\_  
 Current Man-hours Achieved (Man-hours, Year) \_\_\_\_\_  
 Date of Last Loss Time Incident \_\_\_\_\_  
 Total Number of Loss Time Incidents to-date \_\_\_\_\_

All lettering in the HSE Performance Scoreboard shall be of suitable sizes and shall be visible from at least 10 meters' distance.

### III-45.0 Environmental Hazardous Substance (EHS)

CONTRACTOR shall ensure that EHS listed in table below shall not be used at all time when working with CLIENT.

Type of EHS	Reference	Category of Use	Chemicals
Ozone-depleting substances (ODS)	Montreal Protocol	Refrigerant	Trichlorofluoromethane (CFC-11) Dichlorofluoromethane (CFC-12) Trichlorotrifluoroethane (CFC-113) Dichlorotetrafluoroethane (CFC-114) Chloropentafluoroethane (CFC-115)
		Fire retardant	Bromochlorodifluoromethane (halon-1211) Bromotrifluoromethane (halon-1301) Dibromotetrafluoroethane (halon-2402)
		Industrial chemicals	Carbon tetrachloride 1.1.1-trichloroethane (methyl-chloroform)
		Propellants and Blowing Agents	Chlorotrifluoromethane (CFC-13) Pentachlorofluoroethane (CFC-111) Tetrachlorodifluoroethane (CFC-112) Heptachlorofluoropropane (CFC-211) Hexachlorodifluoropropane (CFC-212) Pentachlorotrifluoropropane (CFC-213) Tetrachlorotetrafluoropropane (CFC-214) Trichloropentafluoropropane (CFC-215) Dichlorohexafluoropropane (CFC-216) Chloroheptafluoropropane (CFC-217)

## APPENDIX III-1

### PPE STANDARDS AND TECHNICAL SPECIFICATIONS

**(Details refer to PTS 60.045: Personal Protective Equipment Guide)**

1	Safety Glasses	<p>Frame: Wide vision, clear plastic eye shield with side protection which can be worn over spectacles  Lenses: Clear polycarbonate affording BS2092 Grade 2 impact protection  Marking: all eye shields shall be appropriately and distinctly stamped with the authentic trademarks of the Manufacturer's monogram and standards.  Accessories: Neck strap only  Certificate: Manufacture's Certificate of compliance with standards.  ANSI Z 87.1-1979  ANSI ZZ 87.1-1979  AS 1337-1981  BS 2092, BS1542, BS679,  DIN 4646/58211</p>
2	Safety Shoes For general use  For chemical use	<p>Hazard control: Crush from heavy objects (steel toe), Cuts and Puncture, Slip (oil resistant sole), Trip &amp; Fall and Electrocutation.  ANSI Z 41.1-1967  AS 2210  EN 345  Hazard control: Crush from heavy objects (steel toe), Slip (oil resistant sole), Trip &amp; Fall and Chemical Resistant  BS 1870/3 , DIN 4843</p>
3.	Coverall	<p>One-piece coverall, Long Sleeve.  Inherently flame resistant fabric material that meets NFPA 2112-2001  Weight: 2 types  MIN 150 gm/m<sup>2</sup>  MIN 180 gm/m<sup>2</sup>  Wearable Features: Sweat absorbent for humid tropical condition.</p>
4	Hand Protection  Cotton Glove  Leather Cotton Glove  PVC Glove	<p>All types of gloves, cotton, leather or PVC conforming to BS 1651 are acceptable  Knitted Cuffs, palm, thumb and forefinger with anti-slip, PVC Dots. Overall length 250mm  Cotton drill knitted cuffs with chrome leather palm. Overall length 250mm  PVC over knit cotton interlocks standard weight and smooth surface. Length 400 mm</p>
5	Hearing Protection Ear Muff  Ear Muff on Helmet	<p>Adjustable all-purpose headbands  BS 6344, ANSI S 3.19  Adjustable  BS 6344, ANSI S 3.19</p>

	Ear Plug/ Insert	Expandable Foam, Non -toxic and Nonirritant ANSI Z 24.22 ANSI s 3.19-74 BS 5108, ISO 4869
6	Head Protection	Peak type, Chemical resistance complete with hot press branding adjustable headband, Clip and Elastic chin straps Material: ABS (Acrylic Butadiene Styrene Added with Nitrile) ANSI Z 89.2-71, ANSI Z 89.1-86 class B, AS 1808-81, BS 5240, DIN 4840
7	Eye/Face Protection Chemical Splash Goggle  Face Shield  Welding Goggles	Goggles with hooded ventilation - 2 (face shield (9) in combination with safety glasses - 4, 5) ANSI Z87.1-68 Goggles or Safety glasses - 1,3, 4, 5 (for severe exposure face shield - 9) ANSI Z 89.1 Welding goggles with tinted lenses 6, 7, 8 (for severe exposure face shield - 9) ANSI Z 87.1-68, ANSI Z 87.1-79
8	Safety Harness	The harnesses shall be constructed of shock-absorbing material e.g. Webbing manufactured from synthetic fibre. Similar, safety lanyards shall also be of synthetic fibres e.g. Polyamide, nylon or polyester. To reduce possible injuries to the users from decelerating forces, safety harnesses, the leg and shoulder load-carrying straps at least 38mm (1.5 inches) wide. Each safety harness shall be provided with one or more D-rings suitably positioned for attachment to two safety lanyards. They shall withstand a 5000 lb (2300 kg) force without breaking or cracking. Buckles should be of a universal-friction type. Harnesses with load-bearing single-insertion type buckles are not permitted. Snap hooks for safety lanyards shall be of the self-closing type and shall be designed so that disengagement of each of the latches requires a deliberate action. All harnesses and safety lanyards shall carry test certificates or certificates of compliance with the standards to which they are manufactured. Two types of safety harnesses are recommended and they are classified according to their intended use: Chest Harness - Class II Body Harness - Class III AS1891, BS1397, MS707, LS 954-lanyard
9	Personal Floatation Devices(PFD's) Life Jacket  Work Vest	It is intended as an aid to turn an unconscious person in the water from a face down position to a vertical and slightly backward position which greatly increases the chance of survival Type 1 PFD USGC(US Coast Guard) It is intended as an aid to floatation should the wearer fall into the water.

		Type V PFD USGC(US Coast Guard)
10	Breathing Apparatus	BS 4667, NIOSH
11	Self-Contained Breathing Apparatus	NIOSH, ANSI, AS, BS
12	Other Respirator for protection from: - dust - vapour - etc.	BS 2091, NISOH, EN 149
13	Fire Fighting Suits	NFPA 1971, NBSIR 75, US OSHA CFR 1010 VOL 45


APPENDIX III-2

**Vietnam Approved Medical Examiner List**

<b>No.</b>	<b>Clinic Name</b>	<b>Address</b>
<b>VO01</b>	<b>Victoria Healthcare Clinic</b>	135A, Nguyen Van Troi St., Ward 12, Phu Nhuan District, HCMC, VN
<b>VO02</b>	<b>International SOS – HCM City</b>	167A Nam Ky Khoi Nghia Str., Dist 3, HCMC
<b>VO03</b>	<b>International SOS – Vung Tau City</b>	01 Le Ngoc Han Str., Vung Tau City
<b>VO04</b>	<b>Vietsovpetro</b>	02 Pasteur, Ward 7, Vung Tau City
<b>VO05</b>	<b>Care 1 Clinic</b>	91 Nguyen Huu Canh, Binh Thanh District, Ho Chi Minh City
<b>VO06</b>	<b>Vinmec Hospital</b>	208 Nguyen Huu Canh, Ward Binh Thanh district, Ho Chi Minh City

**APPENDIX III-3**

**OFFSHORE MEDICAL ASSESSMENT FORMAT**

		<b>CONFIDENTIAL</b> <b>OFFSHORE MEDICAL ASSESSMENT FORM</b> <b>QUESTIONNAIRE FOR EXAMINEE</b> <b>TO BE COMPLETED AND SIGNED BY THE EXAMINEE</b>				<b>Photo</b>	
<b>A. PERSONAL DATA</b>							
Full Name: (As in the I/C or Passport)			Staff IC/Passport No.:			For Office Use: Record No.:	
						Date Received:	
Place of Examination: Date:			Birth of Date (dd/mm/yy): Country of Birth:			Religion: Nationality:	
Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female			Married Status:			Children:	
<b>B. MEDICAL HISTORY</b>							
Has Examinee Ever Suffer From or Been Told He Had Any Of The Following Condition?							
			Ye s	N o			Ye s
							N o
1	Eye trouble (Bệnh về mắt)			2 4	Sleep disorder (Mất ngủ)		
2	Ear, nose, throat trouble (Bệnh về tai, mũi, họng)			2 5	Dizziness/Fainting (Chóng mặt/Ngất)		
3	Neck swelling/gland (Hạch ở cổ)			2 6	Loss of consciousness (Mất ý thức)		
4	Headache/migraine (Đau đầu/nửa đầu)			2 7	Epilepsy (Động kinh)		
5	Asthma/Bronchitis (Hen/Viêm phế quản)			2 8	Rheumatic fever (Thấp tim)		
6	Serious chest pain (Đau ngực nặng)			2 9	High blood pressure (Huyết áp cao)		
7	Heart disease (Bệnh tim)			3 0	Blood in urine (Tiểu ra máu)		
8	Abnormal heart beat (Nhịp tim bất thường)			3 1	Joint/Spinal trouble (Bệnh khớp/cột sống)		
9	Tuberculosis (Lao phổi)			3 2	Surgical operation (Phẫu thuật)		
10	Thyroid problem (Bệnh tuyến giáp)			3 3	Serious accident (Tai nạn nặng)		
11	Blood disorder (Bệnh về máu)			3 4	Fear of height (Sợ độ cao)		
12	Varicose (Giãn tĩnh mạch)			3 5	Balance problem (Rối loạn thăng bằng)		
13	Shortness of breath (Khó thở)			3 6	Mental depression (Suy sụp tinh thần)		
14	Coughed/Vomited blood (Ho/Ói ra máu)			3 7	Psychiatric disorder (Rối loạn tâm thần)		
15	Serious abdominal pain (Đau bụng nặng)			3 8	Neurological disorder (Rối loạn thần kinh)		
16	Ulcer/Dis. of stomach (Viêm loét dạ dày)			3 9	Urine disorder (Rối loạn tiểu tiện)		


17	Jaundice/Hepatitis (Vàng da/Viêm gan)			40	Kidney disease (Bệnh thận)		
18	Gall balader/liver dis. (Bệnh gan/mật)			41	Infectious disease (Bệnh lây nhiễm)		
19	Diabete (Bệnh tiểu đường)			42	Lump/cancer (Khối u/ung thư)		
20	Digestive disorder (Rối loạn tiêu hóa)			43	Marked change in weight (Thay đổi trọng lượng cơ thể bất thường)		
21	Blood in stools (Máu trong phân)			44	Gynecological disorder (Bệnh phụ khoa)		
22	Allergies (Dị ứng)			45	Pregnancy (Có thai)		
23	Any skin trouble (Bệnh ngoài da)			46	Other (Khác)		
47	Has the Examinee been admitted to hospital (other than child birth)?						
	If YES, pls indicate:						
	Name and place of hospital:	Date of Admission:		Diagnosis:			
48	Please circle your blood group (if known):	<input type="checkbox"/> O	<input type="checkbox"/> A	<input type="checkbox"/> B	<input type="checkbox"/> AB		
<b>C. FAMILY HISTORY</b>							
<input type="checkbox"/> Diabetes <input type="checkbox"/> Tuberculosis <input type="checkbox"/> Epilepsy Stroke <input type="checkbox"/> Cancer <input type="checkbox"/> Heart Disease <input type="checkbox"/> High Blood Pressure <input type="checkbox"/> Asthma <input type="checkbox"/> Blood Disease <input type="checkbox"/> Eczema <input type="checkbox"/> Other							
<b>D. OCCUPATIONAL HISTORY</b>							
(All your previous main occupations)							

*I declare that that above statement to be true to the best of my knowledge. I hereby consent to medical examination record retention and release of medical information to my employer.*

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

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

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

		<b>CONFIDENTIAL</b>				<b>Photo</b>
		<b>OFFSHORE MEDICAL ASSESSMENT FORM TO BE COMPLETED AND SIGNED BY THE EXAMINER</b>				
Pulse		Blood Pressure (mmHg)		Height (cm)	Weight (kg)	
<b>Hearing</b>		Left	Right	<b>Vision</b>	Left	Right
Near				No spectacles		
Distance				With spectacles		
				Color vision		
<b>No.</b>	<b>Examined Organs</b>	<b>Status</b>		<b>MEDICAL EXAMINATION – DETAILED OF FINDINGS</b>		
1	Eyes and Pupils					
2	Ear/Nose/Throat					
3	Teeth/Mouth					
4	Lung/Chest					
5	Cardiovascular System					
6	Abdominal Viscera					

7	Hernia Orifices	
8	Anus/Rectum	
9	Genito/Urinary	
10	Extremities	
11	Musculo/Skeletal	
12	Skin and Varicose Veins	
13	Neurological	
14	Breast	
15	Other	

N: Normal / A: Abnormal

N	A	No	Tests	ABNORMAL INVESTIGATION FINDINGS IN DETAILS			
		1	Blood count/Blood Group				
		2	Urine Analysis				
		3	Chest X-ray				
		4	Serum Lipid Profile				
		5	E.C.G				
		6	HbsAg				
		7	Urine Drugs				
		8	Acid Uric				
		9	Glucose				
		10	VDRL				
		11	Abdominal Ultrasound				
		12	Audiogram				
		13	FVC/FEV (Vitalograph)				

**Medical Fitness Assessment**

1. Is fit to work offshore
2. If fit to work offshore with restriction
3. Is unfit to work offshore

Remarks:.....  
 .....

AME Signature: \_\_\_\_\_ Name: \_\_\_\_\_ AME Stamp: \_\_\_\_\_ Date: \_\_\_\_\_

**PLEASE RETURN A DUPLICATE COPY TO DEPARTMENT REQUESTING THE ASSESSMENT**

**APPENDIX III-4**

**OPITO SAFETY TRAINING INSTITUTIONS**

<b>No.</b>	<b>Training Center</b>	<b>Courses</b>
1	PVD Training Center	Safety Sea Survival Fire Fighting HUET
2	VSP Training Center	Safety Sea Survival Fire Fighting HUET
3	PVMTC Training Center	Safety Sea Survival Fire Fighting HUET

## DEFINITION OF ACCIDENT TYPE

### 1. LOST TIME INJURY (LTI)

Any work related injury or illness which renders the injured person unable to perform his normal duties, on any day immediately following the day of the accident. It can be divided into four categories:

i) **Fatality**

Death due to work related injury or illness regardless of the time between injury or illness and death.

ii) **Permanent Total Disability**

A work related injury which incapacitates a person permanently and results in termination of employment.

iii) **Permanent Partial Disability**

A work related injury which results in the complete loss or permanent loss of use of any member or part of the body or any permanent impairment of functions of parts of the body, regardless of any pre-existing disability of the injured member or impaired body function.

iv) **Lost Workday Case**

A work related injury or illness other than a Permanent Partial Disability which renders the injured person temporarily unable to perform his normal duties, on any day immediately following the day of the accident.

### 2. NON LOST TIME INJURY (NLTI)

Any work related injury or illness other Lost Time Injury. It can further divide into three categories:

i) **Restricted Work Case**

A work related injury or illness which requires the person to be treated by doctor and is declared fit to return to do part of his normal work on restricted or light duties on the day immediately after following the accident/injury. (N/B. Restricted activity/light duties must be within the injured person's normal scope of work.)

ii) **Medical Treatment Case**

A work related injury or illness that involves neither lost workdays nor restricted workdays but which requires the injured to be treated by or under the specific orders of a physician or could be considered as being in the province of a physician.

iii) **First Aid Injury**

A work related injury or illness which requires minor treatment or subsequent observation of minor scratches, cuts, burns, splinters and so forth which do not ordinarily require medical care even though such treatment is provided by a physician or registered professional personnel, and the injured is able to resume his normal job function immediately after treatment.

3. **FIRE/EXPLOSION**

Any event involving fire/ explosion.

4. **PROPERTY LOSS/ DAMAGE**

Any accident which involves property damage/loss other than a fire or explosion.

5. **OIL SPILL**

Any accident involving spillage or release of oil and/or chemicals which cause pollution of air, water or ground.

6. **NEAR MISS**

Any event or condition which whilst not resulting in injury to person or loss or damage to equipment, plant or property, or pollution to the environment is recognized as having the potential to cause injury and/or property damage.

**EXHIBIT VI**

**WORK COMPLETION CERTIFICATE**

**EXHIBIT VI**  
**WORK COMPLETION CERTIFICATE**

**SERVICE ORDER (S.O) No.:** .....

**S.O Value (VND):**.....

**Works Title:** .....

**CONTRACTOR:** .....

**Start date:** .....

**Completion date:** .....

CONTRACTOR confirms that the works have been completed and/or delivered to CLIENT as per SERVICE ORDER.

No.	DESCRIPTION OF WORK	REMARKS
1		
2		

**Attachments - Supporting Documents**

- a) Drawings .....
- b) Reports .....
- c) Procedures .....

**Comments from CLIENT**

.....  
.....

	Issued by CONTRACTOR	Approved by CLIENT
Signature		
Name		
Title		
Date		