

INVITATION TO BID

Bidding package No: VT-4486/25-CNTT-DA (LTN)

Title of bidding package: PAGA SYSTEM & COMMUNICATION
DEVICES FOR BK26 WHP

Name of the project: BK-26

Issued on: 08/12/2025

Issued including Decision: 15733/25-HSMT-PTM/BMĐH



CONTENTS

Brief description

Abbreviation

Part 1 – BIDDING PROCEDURES

Chapter I. Instructions to bidders

Chapter II. Bidding data sheet

Chapter III. Bid proposal evaluation criteria

Chapter IV. Bidding form

Part 2 – TECHNICAL REQUIREMENT

Chapter V. Technical Requirement

Part 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Part 4 – APPENDICES



BRIEF DESCRIPTION

Part 1. BIDDING PROCEDURES

Chapter I. Instructions to bidders

This Chapter provides information to help bidder in preparation of Bid Proposal. Information includes rules of preparation, submission of Bid Proposal, bid opening, bid evaluation and contract award. Chapter I contains provisions that are to be used without modification.

Chapter II. Bidding data sheet

This Chapter specifies in detail contents of Chapter I for applying for each bidding package.

Chapter III. Bid Evaluation criteria

This Chapter includes criteria for evaluation of Bid Proposal.

Chapter IV. Bidding forms

This Chapter includes forms that bidder shall complete to form a part of Bid Proposal.

Part 2. TECHNICAL REQUIREMENTS

Chapter V. Technical Requirements

This Chapter includes scope, progress of goods supply, technical requirements, drawing for description the specification of goods and related services; contents on inspection and testing of goods (if any).

Part 3. TERMS AND CONDITIONS OF CONTRACT AND CONTRACT FORMS

Chapter VI. General Conditions of Contract

This Chapter includes general conditions applied for all contracts of various bidding packages. Chapter VI contains common provisions that are completed by awarded bidder before contract comes into effect.

Chapter VII. Particular Conditions of Contract

This Chapter includes contract data and specific conditions, which specifies detailed conditions for each contract. Particular conditions of contract are to be modified and supplemented but not to replace general conditions of Contract.

Chapter VIII. Contract forms

This Chapter includes forms which, once completed, shall become integrated part of contract. Templates of contract performance guarantee (Performance Bond) and Advance payment guarantee (if any) are completed by awarded bidder before contract comes into effect.

Part 4. APPENDICES

- Scope of Supply
- Technical requirements
- Technical evaluation criteria



ABBREVIATION

ITB	Instructions to Bid
BDS	Bid data sheet
GCC	General conditions of contract
PCC	Particular conditions of contract
VND	Vietnam Dong
USD	US Dollar
EUR	European currency



Part 1. BIDDING PROCEDURES

Chapter I. INSTRUCTIONS TO BIDDERS

1. Scope of bid	1.1. Employer as specified in the Bid Data Sheet (BDS) issues this Invitation to Bid for selection of Bidder to implement bidding package for procurement of goods following single-stage one-envelope procedure. 1.2. Title of the bidding package; number, quantity of parts (in case bidding package is divided into many independent parts) belongs to bidding package as specified in BDS.
2. Explanation of terms used in bidding	2.1. The Deadline for bid submission is the deadline for submission bids and is specified in the Invitation to Bid. 2.2. Day refers to Gregorian calendar day, including weekends, holidays, and Tet holidays according to the provisions of labor law. 2.3. Time and day, month on the national bidding network shall be defined time and day, month published the national bidding network (GMT+7).
3. Source of Funds	Source of funding (or method of capital arrangement) for bidding package as specified in BDS .
4. Prohibited acts in bidding	4.1. Offering, giving, receiving or taking a bribe. 4.2. Abusing positions or entrusted power to influence or illegally intervene in bidding process in any form. 4.3. Collusive practice, including: a) Reaching, with or without undue influence, an arrangement or agreement which is designed to let one or more parties to prepare bids for all bidders or to withdraw submitted bids so that one of them will win the bid; b) Reaching an arrangement or agreement on refusal to supply goods or services, or subcontract, or reaching other agreements to limit competition so that one party will win the bid; c) A bidder or investor with appropriate qualifications and experience has submitted a bid and meets the requirements laid down in the Invitation to Bid but deliberately refuses to provide additional documents proving their capacity and experience at the Vietsovpetro's request for clarification of the bid or verification of their submitted documents with the aim of facilitating one party's winning of the bid. 4.4. Fraudulent practice, including: a) Forging or falsifying information and/or documents used in bidding; b) Deliberately providing information and documents which are not accurate or objective in bids or proposals with the aim of falsifying the contractor selection result. 4.5. Obstructive practice, including: a) Destroying, deceiving, altering or concealing of evidence or making false statements; threatening,



	<p>harassing or intimidating any party to prevent the verification or investigation into a corrupt, fraudulent or collusive practice made with a supervision, inspection or audit authority;</p> <ul style="list-style-type: none"> b) Obstructing the competent person, employer, Vietsovpetro, bidders in the course of contractor selection; c) Impeding competent authorities' rights of supervision, inspection or audit of bidding activities; d) Deliberately making false complaints, denunciations or petitions with the aim of impeding bidding process; đ) Acts of violation against laws and regulations on cybersecurity and safety intended to intervene or impede the online bidding process. <p>4.6. Inequality and non-transparency, including:</p> <ul style="list-style-type: none"> a) A bidder of a package or investment project is also the Vietsovpetro or employer or takes charge of performing tasks of the Vietsovpetro or employer of that package or investment project, violating against the regulations stated in Point 5 ITB; b) A person or entity concurrently engages in the preparation and appraisal of Invitation to Bid, or RFP of the same package or investment project; c) A person or entity concurrently engages in the evaluation of bids or proposals and the appraisal of the contractor selection result of the same package or investment project; d) A person who is working for the Vietsovpetro/employer directly engages in the contractor selection, or acts as a member of the expert team or appraising team in charge of appraising the contractor selection result, or is a competent person or head of the Vietsovpetro/employer, for a package or investment project for which his/her family relative, as defined in the Law on enterprises, directly submits a bid or acts as the legal representative of a bidder; đ) A bidder submits a bid for a procurement, construction or non-consulting service package for which the bidder is also acting as a consultant on preparation, verification and appraisal of cost estimate, technical design, building drawings and designs, front-end engineering design (FEED); preparation and appraisal of Invitation to Bid; evaluation of bids; inspection of goods; appraisal of contractor selection result; supervision of contract execution; e) A person acts as a bidder for a package of a project or investment project of the Vietsovpetro or employer for which he/she worked and held the executive or managerial position within 12 months from the date of his/her resignation therefrom; g) A supervision consultant also acts as the inspection consultant of the same package;
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	<p>4.7. Unauthorized disclosure of the following information and documents on the contractor/investor selection:</p> <ul style="list-style-type: none"> a) Contents of bidding documents before they are issued as prescribed; b) Contents of Bids, notebooks, minutes of bid evaluation meetings, comments and evaluations for each Bids before publishing contractor selection result; c) Content of request for clarification of Bid proposals of the Vietsovpetro and responses of bidders during the evaluation process of Bid proposals before publishing the bidder selection result; d) Report of the Vietsovpetro, report of the Expert Group, appraisal report, report of consulting bidder, report of relevant professional authorized organization during the bidder selection process before publishing the bidder selection result; đ) The bidder selection result before being published according to regulation as prescribed; <p>4.8. Illegal transfer of awarded contract:</p> <ul style="list-style-type: none"> a) The contractor transfers to other contractor(s) a workload of task of the package worth more than 10% of package value; or worth less than 10% of package value but more than 02 million USD (after deducting the workload of the subcontractor's responsibility as declared in the contract), calculated on the signed Contract price.
<p>5. Eligibility of bidders</p>	<p>A bidder that is an organization shall be deemed to be eligible if complying the following requirements:</p> <ul style="list-style-type: none"> a) It is required to have registration of establishment and operation issued by the competent authority of the country where the bidder is operating. b) It must keep independent accounting records; c) It is not undergoing dissolution process or subject to revocation of enterprise registration certificate, cooperative/cooperative union/ artel registration certificate; is not facing insolvency as prescribed by the law on bankruptcy; d) It must ensure competitiveness in bidding as prescribed in Point BDS; e) It is not being prohibited from participating in bidding; f) It is not liable to criminal prosecution; g) It is not the state of temporary suspension, termination of participation in national bidding network. h) It's name is registered on National bidding network before the grant of approval for contractor selection result as prescribed in BDS.
<p>6. Contents of Invitation to Bid</p>	<p>6.1. The Invitation to Bid consists of Parts 1, 2, 3, 4 accompanied with documents of Bid Proposal amendment as specified in ITB 7 (if any) including as follows:</p> <p>Part 1. Bidding Procedures:</p> <ul style="list-style-type: none"> - Chapter I. Instructions to Bidders (ITB); - Chapter II. Bidding Data Sheet (BDS); - Chapter III. Bid Proposal Evaluation Criteria;



	<p>- Chapter IV. Bidding Forms.</p> <p>Part 2. Technical Requirements:</p> <p>- Chapter V. Technical Requirements.</p> <p>Part 3. Conditions and Forms of Contract:</p> <p>This part includes the terms, conditions, data and forms that constitute the complete contract.</p> <p>Part 4. Appendices</p> <p>6.2. Vietsovetro is not responsible for the preciseness, completeness of the Invitation to Bid, explanation for clarification documents or amendment of Invitation to Bid as prescribed in ITB 7 if these documents are not provided by Vietsovetro. In case of any contradiction, documents issued by Vietsovetro shall prevail.</p> <p>6.3. The bidder shall examine all instructions, forms, supply requirements and other requirements in the Invitation to Bid for preparation Bid Proposal including all information or documentation as required by the Invitation to Bid.</p>
<p>7. Clarification, Amendment of Invitation to Bid</p>	<p>7.1. The amendment of the Invitation to Bid shall be made as prescribed in BDS prior to the deadline for submission of bid proposal by issuing the written documentation for amendment in accordance with the methods as prescribed in BDS. To give bidders reasonable time in preparing their bid proposal, Vietsovetro may, at its discretion, extend the deadline for the submission of bid proposals.</p> <p>7.2. Any bidder who needs clarification of the ITB shall send a written request to Vietsovetro in a minimum period of time as prescribed in the BDS prior to date of Deadline for bid submission in order that Vietsovetro shall take consideration. After receiving the written request for clarification by the deadline, Vietsovetro shall make a written clarification response in a minimum period of time as prescribed in BDS, that specifying clarification content request without specifying the name of the requesting bidder, and send it to every bidder who have received the ITB from the Vietsovetro. If the clarification leads to amendment ITB, Vietsovetro shall amend the ITB in accordance with ITB 7.1.</p> <p>7.3. If necessary Vietsovetro hold pre-bidding conference to discuss the contents in Bidding Document in which the bidders are unclear as stipulated in BDS. Vietsovetro shall send an invitation to the pre-bidding conference to all contractors who have received the Invitation to Bid and post it on the System. The discussion shall be formally recorded as minutes of clarification which shall be sent to all bidders who have bought or acquired Invitation to Bid from Vietsovetro.</p> <p>7.4. In case the Invitation to Bid is required to be modified after the pre-tender conference, Vietsovetro shall issue a written document for amendment as specified in ITB 7.1, minutes of pre-bidding conference is not the amendment of Invitation to Bid.</p> <p>7.5. No participation in pre-bidding conference or without a confirmation letter that bidder having participated in pre-bidding conference is not the reason to reject the Bid proposals' bidder.</p>



8. Cost of bidding	The bidder shall bear all costs associated with the preparation and submission of its Bid Proposal. Vietsovpetro shall not be liable for those cost under any circumstances.
9. Language of Bid Proposal	The bid proposal, as well as all correspondence and documents relating to the bid proposal exchanged by the bidder and Vietsovpetro, shall be written in English. Any supporting documents in bid proposal can be written in other languages and concurrently attached with translation in English. In case of no translation, if necessary, Vietsovpetro may ask bidder for supplementation of documents.
10. Documents comprising the bid proposal	<p>The Bid Proposal shall comprise of the following:</p> <p>10.1. Application for bidding in accordance with ITB 11;</p> <p>10.2. Consortium agreement in case the bidder is Consortium in accordance with Template No.3, Chapter IV – Bidding forms;</p> <p>10.3. Bid Bond, in accordance with ITB 18;</p> <p>10.4. Proof documents for eligibility of bidder in accordance with ITB 5;</p> <p>10.5. Proof documents for eligibility of signatory under the application for bidding, in accordance with ITB 20.3;</p> <p>10.6. Proof documents for capacity and experience of bidder, in accordance with ITB 16;</p> <p>10.7. Technical proposals and proof document for adequacy of goods and related services, in accordance with ITB 15;</p> <p>10.8. Price proposals and price schedules with full information, in accordance with ITB 11, 13;</p> <p>10.9. Proposals of technical alternatives, in accordance with ITB 12 (if any);</p> <p>10.10 Other contents as specified in BDS.</p>
11. Application for bidding form and price schedules	The application for bidding form and respective price schedules shall be prepared using the relevant forms furnished in Chapter IV, Bidding Forms.
12. Proposals of technical alternatives	<p>12.1. In case Invitation to Bid stipulates in BDS for probability of technical alternatives, then those technical alternatives shall be considered.</p> <p>12.2. Technical alternatives are only considered when main solution meets requirements and bidder is ranked first. In this case, bidder shall provide all information necessary for evaluation of the alternatives by Vietsovpetro, including: notes, drawings, technical specifications, progress of supply, costs and other relevant information. The evaluation of technical alternatives in accordance with Section 5, Chapter III.</p>
13. Bidding prices and discounts	<p>13.1. Bidding price stated in the Application for bidding and in the bidding price tables with discounts must comply with the regulations as specified in this Section:</p> <p>a) The bidding prices means the price stated in Application for bidding, including all costs for implementation of bidding package (not including discounts).</p> <p>b) In case the bidding packages is not divided into independent parts, on condition that bidder offers discount, this can be offered directly in Application for Bidding or put in separate letter for discount. Bidder has</p>



	<p>to specify the content of discount and details of discount allocation into specific items in columns of “List of goods”, “Services description”. In case details are not provided, the discount is assumed to apply uniformly for all items in the columns of “List of goods”, “Services description”. Letter for discount (if any) can be submitted with Bid Proposal or separately provided that Vietsovpetro receive prior to Deadline for bid submission.</p> <p>c) Bidder shall submit Bid Proposal for all work described in ITB 1.1 and offer unit prices, extended amount for work specified in columns of “List of goods”, “Services description” in accordance with respective template prescribed in Chapter IV – Bidding forms.</p> <p>In case columns “Unit price” and “Extended amount” are not offered or offered “0”, it is assumed that bidder allocates prices of these goods and services into others prices of those in bidding package, bidder is responsible to provide goods, services in accordance with requirements of Invitation to Bid and not receive payment from Vietsovpetro during implementation of contract. Bidder is required to offer prices in each Price schedules as prescribed in BDS.</p> <p>13.2. In case bidding package is divided into independent parts and bidder is allowed bidding in each part specified in BDS, bidder is able to bid for one or many parts of bidding package. Bidder has to bid all work of such part which the bidder attends. Should the bidder offer discount, bidder shall specify details and prices of discount in each part as per ITB 1.2.</p> <p>13.3. The bidder shall be responsible for the bidding price quoted to perform and complete the work in accordance with the requirements as stated in the Invitation to Bid. In case the bidder offer a low unit price in abnormal manner which affecting to the quality of the bidding package, the Vietsovpetro may require the bidder to clarify the feasibility of such abnormal unit price.</p> <p>13.4. Bidder’s bidding price quoted shall include all taxes, fees and charges (if any) in response to tax rates, expenses, fees at the time of 28 days prior to the stipulated deadline for bid submission. In case bidders announce bidding prices not including taxes, fees, charges (if any), bidders’ Bid Proposal shall be rejected.</p> <p>13.5. Bidders offer the bidding price as stipulated in BDS.</p>
<p>14.Currencies of Bid and Payment</p>	<p>14.1 The currency of the bid shall be offered in <i>VND/ USD/ EUR</i>. Cost incurred inside Vietnam shall be offered in VND. Cost incurred outside Vietnam shall be offered in <i>VND/ USD/ EUR</i>. Bidders have to offer by only one currency for a specific work. In case bidding price is offered in foreign currency, bidder has to prove that the respective work has been using foreign currency.</p> <p>14.2 The currency of payment for work items shall correspond with the currency of bid for those items. Domestic costs are only paid in VND.</p> <p>14.3 The currency for conversion of different bidding prices from various currencies into unique currency for evaluation and comparison is: VND/USD applying the selling rate stated by Vietcombank on the date when the bid is closed. If all bidding prices are in foreign currency, then bid evaluation and comparison shall be done in USD. In the event that one of bidding prices is in VND, then bid evaluation and comparison shall be done in VND.</p>



	<p>14.4 Without prejudice to any terms mentioned above and relevant applicable laws, contract currency for domestic bidders shall be in VND, applying the selling rate stated by Vietcombank on the date when the bid is closed.</p>
<p>15. Documents establishing the conformity of the Goods and Related Services</p>	<p>15.1. To establish the eligibility of the goods and related services in accordance with Invitation to Bid, the bidder shall furnish as part of its Bid Proposal the documentary evidence that the goods conform to the technical specifications and standards specified in Chapter V.</p> <p>15.2. The term “Goods” is construed including but not limited to machinery, equipment, raw materials, fuel, materials, supplies, accessories; consumables; medical supplies used for medical establishment.</p> <p>15.3 The term “origin” shall mean as country or territory where produces whole goods or implements final basic processing in case many countries or territories take part in production process of those goods.</p> <p>15.4 The term “Related Services” including but not limited to the Services such as: warranty, maintenance, overhaul, repair, supply of spare parts or supply of other after sales services like training, technology transfer...</p> <p>15.5. The documentary evidence responsiveness of the goods and related services may be in the form of documents, drawings, data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the goods and related services, demonstrating substantial responsiveness of the goods and related services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Chapter V.</p> <p>15.6. The bidder shall also provide a list giving full particulars, current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during the period specified in the BDS following commencement of the use of the goods.</p> <p>15.7. Standards for manufacturing, production process of material and equipment, as well as references to brand names or catalogue numbers specified by Vietsovpetro in the Chapter V, are intended to be descriptive only and not restrictive to bidder. The bidder may offer other standards of quality, brand names, catalogue numbers, provided that it demonstrates, to Vietsovpetro’s satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Chapter V.</p>
<p>16. Documents establishing the capacity and experiences of the bidder</p>	<p>16.1. The bidder shall provide necessary information in templates in Chapter IV – Bidding Forms in order to demonstrate capacity and experiences for performance of contract as specified in Chapter III – Bid Proposal evaluation criteria. The bidder shall prepare original documents for verification with information stated in bidder’s Bid proposal if Vietsovpetro requires.</p> <p>16.2. The documentary evidence of the bidder’s capacity to perform the contract if its bid proposal is awarded as specified in BDS.</p>



<p>17.Period of validity of Bid Proposal</p>	<p>17.1. Bid Proposal shall remain valid not shorter than the period specified in the BDS.</p> <p>17.2. In exceptional circumstances, prior to the expiration of the bid proposal's validity period, Vietsovpetro may request bidders to extend the period of validity of their Bid Proposal. The Bid Bond as also requested shall be extended for 30 days beyond the deadline of the extended validity period. If a bidder refuses to extend its Bid Proposal validity as required, the Bid Proposal shall not be further considered and the Bid Bond shall be returned to bidder. The bidder have accepted Vietsovpetro's extension request shall not be permitted to modify any contents of its Bid Proposal. The extension request and acceptance or non-acceptance shall be in writing.</p>
<p>18.Bid Guarantee</p>	<p>18.1. When attending the bid, prior to deadline for bid submission, the bidder shall implement bid guarantee and attach it to Bid proposal under the following forms:</p> <ul style="list-style-type: none"> i) a form unconditional guarantee issued by a bank or financial institution which is legally operating in Vietnam or foreign bank branches established under Vietnamese law; ii) submit a certificate of insurance guarantee issued by a domestic non-life insurance enterprise, or branch of a foreign non-life insurance enterprise established under the Vietnamese law. iii) pay a deposit or bank transfer to VSP's account as specified in BDS 18.2. <p>In case the validity of Bid proposal is extended as specified in ITB 17.2, the Bid bond's validity shall be accordingly extended. In case of consortium bidder, all partners of consortium shall implement the same form of Bid bond.</p> <p>In case of Consortium, the Bid Bond shall comply with one of the following:</p> <ul style="list-style-type: none"> a) Each Consortium partner shall provide a separate Bid Bond; however, the aggregate amount of Bid Bond submitted by all Consortium partners is not less than the required amount specified in ITB 18.2. If the Bid Bond of any Consortium partner is determined to be invalid, the bid of the Consortium shall not be considered and evaluated further. If any Consortium partner is in breach of the rules resulting in without return of Bid Bond in accordance with point b ITB 18.5, then Bid bond of all Consortium partners shall not be returned. b) All partners of the Consortium shall nominate one partner to arrange a single Bid Bond for itself and all other partners in the Consortium. In this case, the Bid Bond shall be in the name of the Consortium or the name of the partner who arranges the Bid Bond for the entire Consortium provided that the total amount is not less than the required amount in BDS of ITB 18.2. If any Consortium partner is in breach of the rules resulting in without return of the Bid Bond in accordance with ITB 18.5, the Bid Bond shall not be returned. <p>18.2. Amount, currency and valid period of the Bid Bond shall be as specified in the BDS.</p> <p>18.3. The Bid Bond shall be considered illegitimate in one of following cases: having lower value, with shorter valid period as specified in ITB 18.2, incorrectly states the name of the beneficiary, not original and without legitimate signature, signed before Vietsovpetro issues the</p>



Invitation to Bid or accompanied with adverse condition for Vietsovpetro (including not fully committed with content of the Bid Bond Forms – 04A, 04B, 04C in Chapter IV). In case of using a letter of guarantee or certificate of insurance, the letter of guarantee or certificate of insurance must be provided, signed and stamped (if applied) by one of the following: a lawful representative of a domestic credit institution, a branch of a foreign bank established under Vietnamese law, a domestic non-life insurance enterprise, a branch of foreign non-life insurance enterprise established under Vietnamese law. In case of using a letter of guarantee (of deposit/transfer to Vietsovpetro's account), the letter must be signed and stamped by the legal representative of the contractor.

18.4. Unsuccessful bidder shall be returned or released the Bid Bond in the maximum duration specified in the **BDS** since the date for notification of result of selecting bidder. For successful bidder, the Bid Bond shall be returned or released after the bidder furnishes the contract performance guarantee.

18.5. The Bid Bond shall not be returned in one of following cases:

a) After the deadline for submission of bids and during the validity period of the bid, the bidder withdraws their Bid proposals or gives a written refusal to perform one or some tasks proposed in their Bid proposals in accordance with the requirements laid down in the Invitation to Bid;

b) The bidder performs any of the prohibited acts specified in Point 4 ITB or commits violations of the bidding law resulting in bid cancellation as prescribed in Point 32 ITB;

c) The successful bidder fails to furnish the required performance security as prescribed Point 37 ITB; The first ranked bidder is invited to negotiate the Contract. Within seven (07) days from the date of receipt of the invitation to negotiate the Contract from Vietsovpetro, the bidder does not come to negotiate or refuses to negotiate the Contract or offers conditions different from the content in the Bid Proposals or withdrawing commitments in the Bid Proposals resulting to unsuccessful Contract negotiations, the Bid bond shall be not returned to bidder, except in cases of force majeure;

d) The bidder fails or refuses to complete the Contract within twenty (20) days from the date of receipt of notification of Bid award from Vietsovpetro, except in cases of force majeure.

e) The bidder refuses to sign the Contract within ten (10) days from the date of completion of the Contract, except in cases of force majeure.

18.6. In case the Invitation to Bid is divided into independent parts, bidder may submit the bid bond in either of the two ways as follows:

a) A bid bond for all parts that bidder participate in the bidding (the value of bid bond will be equal to the total values of the parts that bidder takes part in). Where the value of bid bond submitted by the bidder is less than the total of values, Vietsovpetro is entitled to decide the application of such bid bond to the parts that bidder takes part in;

b) Separated bid bonds for each part that bidder takes part in the bidding.

Where the bidder's breach results in a failure to refund the bid bond as stipulated in section ITB 18.5, the failure to refund the value of bid bond shall be calculated on the part violated by the bidder.



<p>19. Deadline for bid submission</p>	<p>19.1. The deadline for bid submission is the time specified in the BDS.</p> <p>19.2. Vietsovpetro may at its discretion, extend the deadline for the submission of Bid Proposal by amending the Invitation to Bid in accordance with ITB 8, in which case all rights and obligations of Vietsovpetro and bidders previously subject to the deadline shall thereafter be subject to the new deadline as extended.</p> <p>19.3 The bidder submits directly or delivers the Bid Proposal to Vietsovpetro addresss provided that it arrives before deadline for submission of bid specified in the BDS. Vietsovpetro receive Bid Proposal of all bidders before deadline for submission of bid, including even if bidder has not bought or received the Invitation to Bid from Vietsovpetro. In such case, the bidder shall pay an amount equal to the selling price of the Invitation to Bid to Vietsovpetro account prior to the Bid Proposal is received and before the deadline for bid submission.</p>
<p>20. Submission, Withdrawal, substitution, and amendment of Bid Proposal</p>	<p>20.1. The bidder shall prepare Bid Proposal comprising: one original as specified in ITB 10 and some copies with amount mentioned in the BDS. The cover of dossier shall be marked clearly “ORIGINAL OF BID PROPOSAL”, “COPY OF BID PROPOSAL”.</p> <p>In case of amendment, alternative of Bid Proposal, the bidder shall prepare one original and some copies of dossier with amount specified in the BDS. The cover of dossier shall be marked clearly “ORIGINAL OF AMENDED BID PROPOSAL”, “COPY OF AMENDED BID PROPOSAL”, “ORIGINAL OF ALTERNATIVE”, “COPY OF ALTERNATIVE”.</p> <p>In case of technical alternative in the Bid Proposal specified in ITB 12, the bidder shall prepare one original and some copies with amount mentioned in BDS. The cover of dossier shall be marked clearly “ORIGINAL OF TECHNICAL ALTERNATIVE”, “COPY OF TECHNICAL ALTERNATIVE OPTION”.</p> <p>20.2. Bidders shall be responsible for the appropriateness of the copies compared to the original. In case of deviation between original and copy but without changing the bidder ranking, the original shall be used for evaluation. In case of deviation between original and copy leading to different results in evaluation of original and the copy, and resulting change in the bidder ranking, the Bid Proposal of that bidder shall be rejected.</p> <p>20.3. The original of Bid Proposal shall be typed, printed with inerasable ink, with continuous page numbers. The application for bidding form letter, letter of discount (if any), supplementary documents, clarifying the Bid Proposal, price offer list and other forms in Chapter IV – Bidding forms shall be signed and stamped by the bidder's legitimate representative or the bidder’s legitimate attorney (if any), in case of attorney, letter of attorney specified in Template 02, Chapter IV – Bidding forms or certified copy of company charter, decision on establishment of branch or other documents to demonstrate power of attorney shall be submitted with the Bid Proposal.</p>



	<p>20.4. In case of Consortium bidders, Bid Proposal shall be signed by legal representative of all partners in Consortium or legal partner representing Consortium bidders according to Consortium agreement. In order that all partners of Consortium to be legally bound, Consortium agreement must be signed by legal representatives of all partners of Consortium.</p> <p>20.5. Any words added, written between lines, erased, overwritten shall only be deemed legitimate if having signature nearby or in that page of signatory on the application for bidding letter.</p> <p>20.6 The envelope of Bid Proposal comprises of original and copies, duly marking “BID PROPOSAL”.</p> <p>In case of amendment, alternative of Bid Proposal, then the amended, alternative document (including original and copies) shall be placed in separated envelopes other than the envelope for Bid Proposal, clearly marking “AMENDMENT OF BID PROPOSAL”, “ALTERNATIVE BID PROPOSAL”.</p> <p>In case the bidder proposes an alternative technical plan, the entire alternative technical plan, including technical proposals and price proposals, must be contained in separate envelopes from the Bid Proposal envelop, the outside must clearly state "PROPOSED ALTERNATIVE TECHNICAL OPTION".</p> <p>The envelopes: for Bid Proposal; amended Bid Proposal, proposed alternative technical options (if any) must be sealed. Sealing method is according to the bidders' own regulations.</p> <p>20.7. The envelopes shall:</p> <ol style="list-style-type: none"> a) bear the name and address of the bidder; b) be addressed to Vietsovpetro in accordance with BDS; c) bear title of bidding package in accordance with ITB 1.2; d) bear a warning “not to open before the time and date for bid opening”. <p>20.8. The bidder shall be responsible for aftermath or disadvantages if is not in accordance with this Invitation to Bid such as not sealing or losing seal of Bid Proposal during delivery to Vietsovpetro, not marking right information on envelopes of Bid Proposal as specified in ITB 20.6 and ITB 20.7. Vietsovpetro shall not be responsible for confidentiality of information in Bid Proposal if the bidders do not comply with above requirements.</p> <p>20.9. Vietsovpetro shall not consider any Bid Proposals submitted after the Deadline for bid submission. Any Bid Proposals received by Vietsovpetro after the Deadline for bid submission shall be declared late submission, be rejected and be returned unopened to the Bidder.</p> <p>20.10. After submitting the Bid Proposals, the Bidders may amend, replace or withdraw the Bid Proposals by sending a written notice signed by the bidder's legal representative, in case of attorney, a power of attorney letter must be enclosed as prescribed in ITB 20.3. Dossier for amendment or replacement of Bid Proposal must be enclosed with a written notification of the corresponding amendment, replacement and must ensure the following conditions:</p> <ol style="list-style-type: none"> a) Being prepared by the Bidders and being submitted to the Vietsovpetro in accordance with ITB 20, the dossier containing
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	<p>the notification must be clearly stated "AMENDMENT OF BID PROPOSAL" or "SUBSTITUTION OF BID PROPOSAL" or "WITHDRAWAL OF BID PROPOSAL ";</p> <p>b) Being received by Vietsovpetro before the Deadline for bid submission as stipulated in ITB 19.</p> <p>20.11. The Bid Proposals which the bidder requests to withdraw in accordance with ITB 20.10 shall be returned unopened to the bidder.</p> <p>20.12. The Bidder is not allowed to modify, replace or withdraw the Bid Proposal after the Deadline for bid submission until the expiration of the Bid Proposal's validity as stated in the application for bidding form letter or until the expiration of the extended validity of the Bid Proposal.</p>
<p>21. Bid opening</p>	<p>21.1. Except in the cases specified in ITB 20, Vietsovpetro shall publicly open and read out, clearly information in accordance with ITB 21.3 of all Bid Proposal received before the deadline for submission of bids. The bid opening shall take place publicly at time and place specified in the BDS in the presence of bidders and representatives of related organizations. The bid opening does not depend on presence or absence of bidders' representatives attending the bid.</p> <p>21.2. In case bidder requests withdrawal or substitution of Bid Proposal, Vietsovpetro shall firstly open and read out clearly information in envelope of which outer notification marks "WITHDRAWAL OF BID PROPOSAL", the envelope of Bid Proposal of bidder with request for withdrawal shall remain sealed and be returned unopened to Bidder. Vietsovpetro shall not accept the Bidders' withdrawal of the Bid Proposal and still open such the Bid Proposal if the written notice of "Withdrawal of Bid Proposal" does not include documents providing that the person signing such documents is the bidder's legal representative and must be publicly announced during the bid opening. Next, Vietsovpetro shall open, read out clearly information in envelope of which outer notification marks "SUBSTITUTION OF BID PROPOSAL" and this shall be replaced with the previous. This previous shall not be opened and be returned unopened to bidder. Vietsovpetro shall not accept the bidder to replace the Bid Proposal if the written notice of Bid Proposal replacement is not accompanied by documents proving that the person signing the document is the bidder's legal representative and must be made public during the bid opening. For envelope with notification marked "SUBSTITUTION OF BID PROPOSAL", any attached notification document accompanied with amended Bid Proposal shall be opened, read out clearly. Vietsovpetro shall not accept the bidder to amend the Bid Proposal if the written notice of Bid Proposal's amendment does not include documents proving that the person signing the document is the bidder's legal representative. Only Bid Proposal opened and read out at the bid opening then shall be considered further and evaluated.</p> <p>21.3 All the Bid Proposals shall be opened one at a time following the alphabetical sequence of the bidders' names and sequence below:</p> <ol style="list-style-type: none"> a) Examine the seals; b) Open original of Bid Proposal, amendment of Bid Proposal (if any) and read out clearly at least the following information: name of bidder, quantity of originals and copies, bidding price in letter of bid, bidding price in summarized price list, discount (if any),



	<p>validity of Bid Proposal, date of contract performance, value, validity of Bid Bond and other necessary information. In case bidding package is divided into many independent parts, then bidding prices and discount for each part shall be read out. Only discount read out in bid opening shall be further considered and evaluated;</p> <p>c) Representatives of Vietsovpetro shall countersign in original of letter of bid, Bid Bond, summarized price list, letter of attorney of bidder's legal representative (if any), letter of discount (if any), Consortium agreement (if any). Vietsovpetro shall not reject any Bid Proposal at the bid opening, except for late submission Bid Proposals as specified in ITB 20.</p> <p>21.4. Vietsovpetro shall prepare a record of the bid opening that shall include information specified in ITB 21.3. The record shall be signed by representatives of Vietsovpetro and bidders attending bid opening. The omission of a bidder's signature on the record shall not invalidate the contents and effect of the record. The record shall be distributed to all bidders attending the bid.</p>
<p>22. Confidentiality</p>	<p>22.1. Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with the bidder selection process until publication of result of bidder selection. Under no circumstances, is the information in Bid Proposal revealed to any other bidders, except for the information that need disclosing during the bid opening.</p> <p>22.2. Except for the case of enquiries for clarification of Bid Proposal and comparing documents, bidder is not allowed to contact with Vietsovpetro for issues related to bidder's Bid Proposal and other relevant issues of bidding package during the time from bid opening until the result of tendered selection is published.</p>
<p>23. Clarification of Bid Proposal</p>	<p>23.1. After bid opening, the bidder shall be responsible to clarify the Bid Proposal if required by Vietsovpetro, including eligibility, capacity and experiences of the Bidder. In terms of technical, financial proposal in bidder's Bid Proposal, the clarification shall comply with the principle of not changing the basic content of the submitted Bid Proposal and not changing the offered bidding price.</p> <p>23.2. During the evaluation process, clarification of Bid proposal between Bidders and Vietsovetro is perform directly in written.</p> <p>23.3. Clarification of Bid Proposals is only performed between the Vietsovpetro and Bidder whose Bid Proposals need to be clarified. In terms of clarification contents that directly affect evaluation of eligibility, capacity, experiences, technical requirement, financial issues, if period of clarification exceeds deadline and bidder does not submit documentation for clarification or submitted documentation does not comply with requirements of clarification from Vietsovpetro, Vietsovpetro shall evaluate based on the Bid Proposal submitted before deadline for bid submission. Vietsovpetro shall give the Bidder a reasonable period of time to clarify the Bid Proposal.</p> <p>23.4. In case after deadline for submission of bids, the bidder knowing that the Bid Proposal it has submitted falls short of documents establishing its eligibility, similar contracts, production capacity, financial reports, tax declaration and payment obligations, documents on personnel, specific equipment proposed in its Bid Proposal may provide such evidence to the Procuring entity within a period of time</p>



	<p>specified in the BDS. The Procuring entity shall receive, consider and evaluate the bidder's additional and clarifying documents, which shall be considered as part of the Bid Proposal.</p> <p>23.5. In case of any inconsistencies in the Bid Proposal's content or on the condition that the content is unclear, Vietsovpetro request clarification toward the bidder based on compliance as specified in ITB 23.1.</p> <p>23.6. In case of doubt about the authenticity of documents provided by the Bidder, Vietsovpetro shall verify with organizations and individuals related to the content of the documents.</p> <p>23.7. In case the Invitation to Bid requires the commitment, Contract Principles for equipment rental, main material supply, warranty, upkeep and maintenance, but such documents are not enclosed in the Bid Proposals, Vietsovpetro shall request Bidders to clarify their Bid Proposals and supplement documents within an appropriate period of time but not less than 03 working days as a basis for evaluation of Bid Proposals.</p>
<p>24.Deviations, Imposing Conditions and Omissions</p>	<p>During the evaluation of bid proposal, the following definitions apply:</p> <p>24.1. "Deviation" is a difference from the requirements specified in the Invitation to Bid;</p> <p>24.2. "Imposing Conditions" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Invitation to Bid;</p> <p>24.3. "Omission" is the Bidder's failure to submit part or all of the information or documentation required in the Invitation to Bid.</p>
<p>25.Determination of responsiveness</p>	<p>25.1. Vietsovpetro's determination of a responsiveness of Bid Proposal is to be based on the contents of the Bid Proposal itself, as defined in ITB 10.</p> <p>25.2. A substantially responsive Bid Proposal is one that meets the requirements of the Invitation to Bid without material deviations, conditions, or omissions. A material deviation, reservation, or omission is one that:</p> <p>a) If accepted, would affect in any substantial way the scope, quality, or performance of the goods and related services; limit in any substantial way, inconsistent with the Invitation to Bid, Vietsovpetro's rights or the bidder's obligations under the contract;</p> <p>b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive Bid proposal that meet the requirement of the Invitation to Bid.</p> <p>25.3. Vietsovpetro shall examine the technical aspects of the Bid Proposal submitted in accordance with ITB 15 and ITB 16, in particular, to confirm that all requirements of the Invitation to Bid have been complied without any material deviation or reservation, or omission.</p> <p>25.4. If the Bid Proposal is not substantially responsive to the requirements of Bidding Document, it shall be rejected; not being allowed to deviations, reservation conditions or omission of basic content in such Bid Proposal with the purpose of making Bid Proposal to be met substantially responsive to the requirements of Bidding Document.</p>



<p>26.Nonmaterial mistake</p>	<p>26.1. Provided that a Bid Proposal is substantially responsive, Vietsovpetro may waive any mistakes in the bid proposal that not to be a material deviation, reservation or omission.</p> <p>26.2. Provided that a bid proposal is substantially responsive, Vietsovpetro may request that the bidder submits the necessary information or documentation, within a reasonable period of time, to rectify inappropriate points or nonmaterial mistake in the bid related to documentation requirements. The request for provsion of information and documentation to rectify such mistakes shall not be related to any aspect of the bidding price. Failure of the bidder to comply with the request may result in the rejection of its Bid Proposal.</p> <p>26.3 Provided that a bid proposal is substantially responsive, Vietsovpetro shall rectify quantifiable nonmaterial mistakes related to the bidding price; the bidding price shall be adjusted to reflect the price of a missing or non-conforming item or component; this adjustment is for comparison purposes only.</p>
<p>27.Sub-contractor</p>	<p>27.1. Sub-contractors are organizations, individuals signing contracts with the bidders to perform related services.</p> <p>27.2. Requirements of Subcontractors are specified in BDS.</p> <p>27.3. Sub-contracting will not change the bidder’s responsibilities. The bidders shall be responsible for the workload, quality, progress and other responsibilities for the parts of the contract carried out by the subcontractors. Sub-contractors’ capacity and experiences shall not be considered in evaluation of the Bidder’s Bid proposal. The bidder itself must comply with capacity criteria (no consideration of sub-contractors’ capacity and experiences).</p> <p>27.4. The bidder may sign contracts with sub-contractors according to the list of sub-contractors stated in the Bid Proposal or signing contracts with sub-contractors approved by Vietsovpetro to participate in performing the work.</p> <p>27.5. The bidders is not allowed to utilize the sub-contractors to carry out the tasks other than the tasks of the subcontractors mentioned in the Bid Proposal; the replacement or addition of sub-contractors other than the list of sub-contractors prescribed in the Bid Proposal shall only be carried out when there is a valid and arppropriate reason and is approved by Vietsovpetro; in case sub-contractors are utilized to carry out the taks other than the tasks listed in the Bid Proposal that using a sub-contractor with a value of 10% or higher (after deducting the work part of the sub-contractor's responsibility) calculated on the contract price signed, as an act of "bid transfer".</p>
<p>28.Bid preferences in the selection of bidder</p>	<p>28.1. Rules of bid preferences:</p> <p>Bidders shall be granted preferential treatment when supplying goods of which costs for domestic production occupy 25% or higher.</p> <p>28.2. Bid preferences are applied during evaluation process for comparing and rating Bid Proposal:</p> <p>Goods are eligible for bid preferences provided that bidders prove that domestic production costs account for above 25% of total price. Percentage (%) of domestic production cost of goods is calculated according to the following formula:</p> <p>D (%) = G*/G (%)</p>



	<p>Where:</p> <ul style="list-style-type: none"> - G*: Domestic production cost calculated by quoted price of goods defined in the Bid Proposal which subtracts tax values and external costs, inclusive of fees and charges (if any); - G: Quoted price of goods defined in the Bid Proposal subtracting tax values; - D: Percentage (%) of domestic production cost of goods, D gains the rate of 25%, which can enable goods to receive the bid preferences as regulated in this clause. <p>28.3. Bid preferences calculation is specified in the BDS.</p> <p>28.4. Bidder must declare information about the eligible types of goods for bid preferences according to Forms 15A, 15B and 15C Chapter IV that is on the basis of consideration and evaluation of bid preferences. In case bidders does not declare so, the Bidder's goods are considered not eligible for bid preferences.</p> <p>28.5. In case goods do not receive bid preferences, evaluation and determination of bid preferences shall not be applied.</p> <p>28.6. In case of bidders ranking equally, priority shall be given to those with:</p> <ul style="list-style-type: none"> - Goods originating from the Socialist Republic of Vietnam and the Russia Federation. - Services/Jobs that employ workers from the Socialist Republic of Vietnam and the Russian Federation.
<p>29. Bid Proposal evaluation</p>	<p>29.1. Vietsovpetro shall apply evaluation criteria listed in this clause and methods of evaluation are specified in the BDS. Any other criteria and methods of evaluation shall not be allowed.</p> <p>29.2. Vietsovpetro shall evaluate directly on the bid proposals submitted by the bidder.</p> <p>29.3. Verify and evaluate eligibility of Bid Proposal:</p> <ul style="list-style-type: none"> a) The verification and evaluation of eligibility of Bid Proposal as specified in clause 1, Chapter III – Bid Proposal Evaluation criteria; b) Any bidders who have eligibility Bid Proposal shall be further considered and evaluated with respect to capacity and experiences. <p>29.4. Evaluation of capacity and experiences:</p> <ul style="list-style-type: none"> a) Capacity and experiences are evaluated as specified in clause 2, Chapter III – Bid Proposal Evaluation criteria; b) Bidders with satisfactory capacity and experiences shall be considered and evaluated to examine their technical capability. <p>29.5. Technical and price-based evaluation:</p> <ul style="list-style-type: none"> a) Evaluation of technical capability must adhere to the evaluation standards and methods prescribed in Section 3, Chapter III – Bid Proposal Evaluation criteria; b) Bidders who satisfy technical requirements shall be considered to evaluate the price specified in Section 4, Chapter III – Bid Proposal Evaluation criteria. <p>29.6. After price-based evaluation, Vietsovpetro shall make and approve ranking list of bidders. The bidder ranked at the first position in</p>



	<p>the bidder's ranking list shall be eligible for the contract negotiation. Ranking of bidders shall be made as prescribed in the BDS.</p> <p>29.7. In case the Invitation to Bid is divided into independent parts and bidder is allowed bidding in each part prescribed in ITB 1.2, bid evaluation is carried out with those respective parts of the bidder as prescribed in Section 6, Chapter III – Bid Proposal Evaluation criteria.</p> <p>29.8. Principle of Bid proposal's evaluation:</p> <p>a) Vietsovpetro evaluate directly based on the bid proposals submitted by the bidder. In case the information committed, declared in the Bid proposal is not truthful, leading to false results of evaluating Bid proposal of the bidder, bidder shall be considered to have committed fraudulent;</p> <p>b) In case there is inconsistency between information of similar contract and supporting documents proving information of such similar contract, Vietsovpetro request bidder to clarify the Bid proposal. In case the contracts declared, enclosed in the Bid proposal that not meeting the requirements of Invitation to Bid or the Bidder does not declare or incompletely declares the similar contracts, Vietsovpetro request the bidder to clarify and supplement the another contract to meet the requirements of the Invitation to Bid within an appropriate period of time but not less than 03 working days. In case the bidder does not have a contract met the requirements of the Invitation to Bid, the bidder shall be disqualified;</p> <p>d) In case the key personnel and key equipment (if any) proposed by the contractor in the Bid proposal not meeting the requirements, Vietsovpetro allow the bidder to supplement or replace. Bidders are only allowed to add or replace each personnel position, equipment once within an appropriate period of time but not less than 03 working days. In case the Bidder does not have the replacement of personnel and equipment that meet the requirements of the Invitation to Bid, the bidder will be disqualified. Under any circumstances, on condition that the Bidder dishonestly declares personnel and equipment, the Bidder is not allowed to substitute other personnel or equipment, the Bidder's Bid proposal shall be rejected and the Bidder shall be considered having committed fraudulent according to regulations with legislation on bidding or other relevant legislation and shall be subject to be handled according to regulations.</p> <p>e) For the origin of the goods, in case there is any inconsistency between the declared information and attached documents, Vietsovpetro request clarification of the Bid proposal;</p> <p>f) For contents other than those mentioned in Points a, b, c and d of this Clause, in case there is inconsistency between the information in the original Bid proposal and the copy of the Bid proposal, the information in the original Bid proposal is the basis for review and evaluation;</p> <p>g) At the financial assessment step, in case the Bidder does not declare information in the bid preferences's form for domestically produced goods (for Goods procurement bidding packages) in order that Vietsovpetro have a basis for calculating bid preferences, then Bidder will not receive the bid preferences;</p>
<p>30.Contract negotiation</p>	<p>Contract negotiation shall be stipulated in BDS.</p> <p>30.1. Contract negotiation shall be based on the followings:</p> <p>a) Report on evaluation of the Bid Proposal;</p>



- b) Bid Proposal and bidder's records of clarification of bidding package (if any);
- c) Invitation to Bid.

30.2. Principles of the contract negotiation:

- a) Not negotiating on the contents the bidder offered in accordance with the requirements of the Invitation to Bid.
- b) While evaluating Bid Proposal and negotiating contract, if realizing the scope of supply/ work, workloads specified in Chapter V – Scope of Supply are insufficient compared with the design documentation, Vietsovpetro shall request bidder to add supplement scope for this insufficient part, on the basis of the quoted price; if the Bid Proposal has not provided the unit price, Vietsovpetro shall consider and decide on applying the unit price approved estimated price for these scope of work/ inadequate workloads compared to the design documentation or the unit price quoted by other bidders who have passed the technical evaluation if this unit price is lower than the approved unit price in the estimated bidding package;
- c) When negotiating a contract for the deficient deviation, if the Bidder's bid proposal does not have a unit price corresponding to the deviation, the lowest bid unit price among other bidders' bid proposals that meet the technical requirements must be taken or taking the unit price in the approved estimate if this is the only bidder who passes the technical evaluation step as a basis for negotiating that deficient deviation.

30.3. Contents of contract negotiation:

- a) Unspecified, inappropriate and inconsistent contents between Invitation to Bid and Bid Proposal, between different contents in the Invitation to Bid may lead to incidents, disputes or impact on the contractual obligations of contracting parties;
- b) Deviations that have been found by the Bidder and Bidder's recommendations (if any), including proposal of amendment or technical alternatives which Bidder is allowed to provide according to relevant bidding regulations;
- c) Any issue that arises during the selection of Bidder (if any) in the aim of completing detailed contents of the bidding package;
- d) Nonmaterial omissions specified in ITB 30;
- đ) Other necessary issues.

30.4. During contract negotiation, negotiating parties must proceed to draft and complete the official agreement, detailed terms and conditions and annexes that determine detailed list of scope of supply, price list and progress of supply.

30.5. If the negotiation fails, Vietsovpetro shall consider, decide to invite the bidder who is ranked at the next positions for contract negotiation; if the successive negotiations also fail, Vietsovpetro shall



	report to the Investor to consider, decide the bidding cancellation as regulated in point a, ITB 32.1
31. Conditions for recommendation as the awarded bidder	<p>Bidder shall be considered for recommendation as the winning bidder upon satisfying the following conditions:</p> <p>31.1. Having Eligibility Bid Proposal as prescribed in Section 1, Chapter III;</p> <p>31.2. Having capacity and experiences satisfying requirements as prescribed in Section 2, Chapter III;</p> <p>31.3. Having technical proposals satisfying requirements as prescribed in Section 3, Chapter III;</p> <p>31.4. Having deficient deviation not exceeding 10% of bidding price;</p> <p>31.5. Meeting requirements specified in the BDS;</p> <p>31.6. The bidder has the proposed price award (including taxes, fees, charges (if any) not exceeding the approved bidding package price. If the approved estimated budget of bidding package is lower than or higher than the approved bidding package price, this estimate shall replace the bidding package price as basis for consideration for recommendation as the winning bidder.</p>
32. Bidding cancellation	<p>32.1. Vietsovpetro shall notify the bidding cancellation in following cases:</p> <p>a) All Bid Proposals fail to satisfy the requirements of the Invitation to Bid;</p> <p>b) Change of the objectives, scope of procurement resulting in changes in volume of work and evaluation criteria stated in the Invitation to Bid at Vietsovpetro's decision;</p> <p>c) The Invitation to Bid fails to comply with legislation on bidding or other relevant legislation that lead to the failure of the selected bidder to meet requirements for performing bidding package;</p> <p>d) The award bidder commits prohibited acts specified in section 4 prohibited acts - Chapter I Instructions to Bidders.</p> <p>e) Organizations and individuals other than the awarded bidder commit prohibited acts specified in section 4 prohibited acts - Chapter I Instructions to Bidders leading to deviations in bidder selection results.</p> <p>32.2. Organizations and individuals infringing law on bidding that lead to bidding cancellation as prescribed in point c, d, e in ITB 32.1 is undertaken to compensate expenses for related parties and be handled as prescribed by law.</p> <p>32.3. In case of bidding cancellation specified in this section, Vietsovpetro shall return or release Bid Bond to bidders who has submitted the original Bid Bond within 05 working days, except the bidder violates the regulation as specified in point d and point đ, ITB 32.1.</p>
33. Notice of bidder selection result	<p>33.1. Vietsovpetro shall publish notice of bidder selection results within 05 working days from the date of approval of bidder selection results. Notice of bidder selection result shall include following contents:</p> <p>a) Information of the bidding package:</p> <p>- Number of Invitation to Bidder;</p>



	<ul style="list-style-type: none"> - Name of the bidding package; - Bidding package price or approved estimate (if any); - Name of Investor; - Form of bidder selection; - Type of contract; - Time to implement the bidding package; - Time of contract performance. <p>b) Information of the awarded bidder:</p> <ul style="list-style-type: none"> - Tax code; - Contractor name; - Bidding price; - Bidding price after discount (if any); - Technical scores (if any); - Evaluation price (if any); - Awarded bidding price; - Time to implement the bidding package. <p>c) For each type of goods and equipment in the bidding package, the Investor must publish the following information:</p> <ul style="list-style-type: none"> - Goods name; - Wattage; - Features and technical specifications; models, part numbers, labels; - Origin; - Awarded of bidding unit price. <p>d) List of unselected bidders and brief reasons of each bidder for not being selected.</p> <p>33.2. In case of bidding cancellation as prescribed in point a, ITB 32.1, in the notice of bidder selection results and on the national bidding network must be clearly stated the reason for cancellation of bidding.</p>
<p>34.Change in volume of goods and services</p>	<p>34.1. At the time of awarding contract, Vietsovpetro are entitled to increase or decrease the volume of services stated in Chapter IV provided that such change not exceeding the rate specified in the BDS and there is not any change in the unit price or other terms and conditions of the Bid Proposals and Invitation to Bid. The rate of increase and decrease in volume shall not exceed 10%.</p> <p>34.2. Additional purchase option:</p> <p>Before the contract expires, the Investor has the right to purchase an additional volume of goods or services in the bidding package other than the volume stated in Chapter IV provided that not exceeding the rate specified in the BDS.</p>
<p>35.Notice of Bid Proposal acceptance and contract award</p>	<p>After publishing the notice of bidder selection results, Vietsovpetro send a notice of acceptance of the Bid proposals and award the contract, including requirements on measures of contract performance guarantee, completion time, and contract signing. VND according to the provisions in Form as prescribed in Part 4 for the awarded bidder. Notice of acceptance of bid proposals and contract award are part of the contract documentation. In case the awarded bidder fails to complete, sign the contract or submit the contract performance guarantee within the deadline stated in the notice of bid proposal's acceptance and contract award, the bidder shall be disqualified and shall not be refunded the</p>



	value of Bid bond as prescribed in Section 18.5 ITB. The period of time stated in the notice of bid proposal acceptance is calculated from the date Vietsovpetro sending this acceptance notice to the awarded bidder on the nation bidding network.
36.Conditions for signing contract	<p>36.1. At time of signing contract, Bid Proposal of the selected bidder are still valid.</p> <p>36.2. At time of signing contract, the selected bidder must ensure to meet requirements on technical and financial capability for implementation as prescribed in the Invitation to Bid. If the bidder no longer meets basic requirements of technical and financial capability prescribed in the Invitation to Bid, Vietsovpetro shall refuse to sign contract with the bidder. Vietsovpetro shall therefore cancel previous decision on approval of bidder selection result and contract award, and shall invite the bidder who is ranked at the next position for comparing documentation and contract negotiation (if required).</p> <p>36.3. Vietsovpetro shall ensure conditions on funding for advance payment, payment funding and other necessary conditions for carrying out the bidding package on the schedule.</p>
37.Contract performance guarantee	<p>37.1. Before signing a contract or before the contract comes into effect, the bidder shall provide contract performance guarantee as specified in Part 3. In case of applying a form of contract performance guarantee, the form specified in Part 3 or another form approved by Vietsovpetro shall be complied.</p> <p>37.2. The bidder shall not be entitled for the returning of the contract performance guarantee in the following cases:</p> <ol style="list-style-type: none"> a) The bidder refuses to perform the contract after the date the contract comes into force; b) The bidder violates agreements in contract; c) Performing the contract behind schedule due to bidder's fault but refusing to extend the validity of the contract performance guarantee.
38.Handling of Complaints in Bidding	<p>38.1. When bidder's legal rights and interests are affected, the bidders, agencies and organizations may file any complaint to Vietsovpetro with respect to procurement process, bidder selection result according to the regulations of Vietsovpetro.</p> <p>38.2. In case of petition to Vietsovpetro, the bidder shall send the petition to the address specified in the BDS.</p>
39.Monitoring, supervising of Bidder selection process	When detecting violated behavior or content inconsistent with the provisions of bidding law, the bidder is responsible for notifying the organization, individual performing the monitoring task and supervision as prescribed in the BDS .



Chapter II. BIDDING DATA SHEET

ITB 1.1	Name of Investor: VIETSOVPETRO
ITB 1.2	<p>Title of bidding package: PAGA SYSTEM & COMMUNICATION DEVICES FOR BK26 WHP (Bidding package No. VT-4486/25-CNTT-DA (LTN))</p> <p>Quantity and part number of parts in bidding package:</p> <p>Vietsovpetro will evaluation and selection following Groups of materials:</p> <ul style="list-style-type: none"> • <i>Group 1: PAGA system (item 1÷15)</i> • <i>Group 2: Communication Devices (item 16÷26)</i> <p>Year of production: Manufactured in 2025 or later.</p> <p>Scope of Supply: See Attachment 01 of PART 4.</p> <p>Technical requirement: see Attachment 02 of PART 4.</p> <p>Technical Evaluation Criteria: see Attachment 03 of PART 4.</p>
ITB 3	Source of funding (or method of capital arrangement): Block 09-1
ITB 5 (d)	<p>Competitiveness in the bidding must be ensured by following rules:</p> <ul style="list-style-type: none"> - Bidders participating in bidding do not have a shareholding or equity contribution representing more than 30% with Vietsovpetro, except in the case of: <ul style="list-style-type: none"> (i) The bidder is an affiliate or subsidiary of a state-owned corporation or group whose main production and business lines are consistent with the nature of the bid package of that state-owned corporation or group. (ii) The bidder is a parent company, subsidiary, or affiliate of a state-owned corporation or group whose main production and business lines are suitable for products and services under the bid package, and this bid package belongs to its subsidiary or affiliate. - The bidder do not either have a shareholding or equity contribution relationship with consultants or have a shareholding or equity contribution representing more than 20% of equity owned by a third party being an entity or a natural person, specifically as follows: <ul style="list-style-type: none"> + Consulting on preparation for technical design: Not applicable + Consulting on verification of bid price: Not applicable + Consulting on supervision of contract execution and inspection: Not applicable + Consulting on preparation for the BD: Not applicable + Consulting on appraisal of the BD: Not applicable + Consulting on evaluation Bid Proposals: Not applicable + Consulting on appraisal of bidder selection results: Not applicable + Project management consulting, contract management, other consulting services whose work is directly related to the bid package: Not applicable - The bidder does not belong to the same agency or organization directly managing the consultants (mentioned above)¹. - Public sector entities and employers, procuring entities that have the same direct governing authority, and equity contribution when participating in bidding for each other's bid packages shall not have to satisfy the regulations on legal and financial independence between the bidder and the employer and

¹Only evaluate this content for bidders that are public sector entities.



	<p>the procuring entity.</p> <ul style="list-style-type: none"> - Public sector entities and enterprises that have the same direct governing authority, and equity contribution when participating in bidding for each other's bid packages shall not have to satisfy the regulations on legal and financial independence between the bidder and the employer and the procuring entity. - The ratio of shares, equity contributions between the parties is determined at the deadline for submission of bids and according to the ratio stated in the business registration certificate, establishment decision, and other documents of equivalent value. <p>In case the bidder participates in the bidding as a joint venture or the consultant is selected as a joint venture, the equity ownership ratio of other organizations and individuals in the joint venture is determined according to the following formula:</p> $\text{Ownership ratio} = \sum_{i=1}^n X_i \times Y_i$ <p>Of which:</p> <p>X_i: Equity ownership ratio of other organizations and individuals in the i-th joint venture member;</p> <p>Y_i: Percentage (%) of the work volume of the i-th joint venture member in the joint venture agreement;</p> <p>n: Number of members participating in the joint venture</p>
ITB 5 (h)	<p>Bidder's name is registered on National bidding network before the grant of approval for contractor selection result as prescribed:</p> <ul style="list-style-type: none"> - Bidders have to register procurement information on the National bidding network: To be applied - Bidders are to provide confirmation of information registration on the national bidding network system in according to the Circulars issued by Ministry of Planning & Investment for providing provisions on posting information about bidding, on the roadmap for applying online Contractor selection, and managing the use of the value of bidding guarantee, ensuring the performance of non-refundable contracts: <p>Detailed instructions of the National bidding network system are on the website: http://muasamcong.mpi.gov.vn.</p>
ITB 7.1	<p>The amendment of Invitation to Bid shall be published in National bidding network at least 03 working days prior to the Deadline for bid submission.</p>
ITB 7.2	<p>Requests for clarification should be received by Vietsovpetro at least 05 working days prior to the Deadline for bid submissions.</p> <p>Vietsovpetro shall clarify the request of clarification at least 03 working days prior to Deadline for bid submissions.</p>
ITB 7.3	<p>Pre-bidding conference: No</p>
ITB 8	<p>Payment for the Invitation to Bid:</p> <p>Interested bidders can buy Invitation to Bid with non-refundable cost of VND 500,000.00/set (in word: Five hundred thousand Vietnam Dong/set).</p> <p>Payment for Invitation to Bid shall be made by Telegraphic Transfer to the following Vietsovpetro's account:</p> <p style="text-align: center;">Account No. 008.100.000001.1</p>



	<p>Beneficiary: Vietsovpetro VIETCOMBANK, Vung Tau Branch Please indicate: Bidder Name, payment for Invitation to Bid Bidding package No. VT-4486/25-CNTT-DA (LTN).</p>
ITB 10.10	The Bidder shall submit the following additional documents in its bid proposal: Scope of supply, scope and work and Technical Documentation as required Technical Requirement (Section Part 2 Chapter V: Scope of supply, Scope of works and Technical documents, etc. in ITB).
ITB 12.1	<p>Bidder is allowed to submit Technical alternative. The bidder is required to clearly state the main offer and the alternative offer in the bidding proposal. Technical alternatives are only considered when main solution meets requirements and bidder is ranked first. In this case, bidder shall provide all information necessary for evaluation of the alternatives by Vietsovpetro, including notes, drawings, technical specifications, progress of supply and other relevant information.</p>
ITB 13.5	<p>In the detailed price quotation table, bidder shall offer prices according to the following requirements: For foreign bidders: the Bidders are requested to offer price on delivery term: CFR Vietsovpetro port, Ho Chi Minh city, S.R. Viet Nam in accordance with Incoterms accompanied with appropriate amendments - if necessary as Bidding form No.12A, Chapter IV- Bidding form and provide “Incoterms 2020”. In case goods are accompanied with services, commissioning.... Bidders have to clearly state that whether the offered price includes Foreign Contractor Withholding Tax (FCWT) as Bidding form No.13. If the offered price has not included, Vietsovpetro will calculate and add FCWT into the offered price for comparison and evaluation (<i>FCWT tax rate is: 1.01% for goods; 15.79% for services; 12.24% for services included in goods</i>). Vietsovpetro shall do necessary procedures for tax exemption of goods. For Vietnamese Bidders: For Block 09-1: The Bidders are requested to offer price on delivery to Vietsovpetro warehouse. Ho Chi Minh city, S.R. Viet Nam including all taxes, fees and charges (if any) arisen inside Vietnam and shall be taken into consideration exemption of import tax and VAT for imported goods from using List of exempted goods available for Vietsovpetro in Block 09-1 as Bidding form No. 12A and 12B, Chapter IV- Bidding form.</p>
ITB 15.6	Expected operating duration of Goods (for the purpose of requirement of spare parts, specialized tools): Not applicable.
ITB 16.2	<p>The documentary evidence of the Bidder’s capacity to perform the contract if the bidder win the bid including: Manufacturer’s License for sale or the Certificate of Partnership or similar documents: <i>as per Technical requirement, Chapter V in Invitation to Bid.</i></p>
ITB 17.1	The Bid proposal shall be valid for: ≥ 90 days from the deadline for bid submission.



ITB 18.1	<p>The Bidder provides the Bid Bond through Deposit/Telegraphic Transfer to the following Vietsovpetro's account: Account: (VND) 008.100.000001.1; (USD) 0081370000029 Beneficiary: Vietsovpetro. VIETCOMBANK, Vung Tau Branch</p>
ITB 18.2	<p>Contents of Bid Bond: The amount and currency of the Bid Bond for each Group shall be: + Group 1: 1,500.00 USD / 39,309,000 VND + Group 2: 200.00 USD / 5,241,200 VND If bidder attends the bid for one or more than one Part, value of Bid Bond should be equal to Sum of those above value with respective parts. Total value of bid bond in case Bidder offer all parts: 1,700.00 USD / 44,550,200 VND. The Bid Bond shall be valid for: ≥ 120 days from the Deadline for bid submission. In case the Bidder provides the Bid Bond through Deposit/Telegraphic Transfer to the following Vietsovpetro's account: Account: (VND) 008.100.000001.1; 0081370000029 (USD) Beneficiary: Vietsovpetro Vietcombank, Vung Tau Branch</p>
ITB 18.4	<p>The Bid Bond of unsuccessful Bidders shall be returned or released in maximum 14 days from the date of Notification of Bidder selection Result.</p>
ITB 19.1	<p>The Deadline for bid submission at: 09 hour 00 minute, _____/_____/2025</p>
ITB 20.1	<p>In addition to original of Technical Proposal and Financial Proposal, the quantity of copies of Technical Proposal (as per required in Technical requirement), Financial Proposal (01 copy). In case of modification, substitution of Technical Proposal, Financial Proposal or technical alternative, the bidders must submit the equal number of copies of modification, substitution or Technical alternative. Note: Quantity of Proposal: + Technical Proposal: 01 original and 02 copies; + Financial Proposal: 01 original; + Soft copy: 01 USB included scanned Technical Proposal, Financial Proposal and native excel file of Financial Proposal; + All of the Proposals shall be sealing and marking as requirement in Chapter I point 21.</p>
ITB 20.7 (a)	<p>Bidders shall submit their Bid Proposals to: Recipients: Vietsovpetro Address: 105 Le Loi Str., Vung Tau Ward, Ho Chi Minh City, S.R. Vietnam</p>
ITB 21.1	<p>The Bid proposal shall be opened publicly at: Time: at: 09 hour 30 minute, ____/____/2025 at the following address: Vietsovpetro, 105 Le Loi Str., Vung Tau Ward, Ho Chi Minh City, S.R. Vietnam</p>



ITB 23.4	Bidders themselves can provide such evidence to the Procuring entity within 03 days from the deadline for submission of bids.
ITB 27.2	Total value of sub-contractor(s) shall not exceed: 0% of total value of Bid proposal. Specialized sub-contractor: Not applicable.
ITB 28.3	Calculation of preferential treatment: <i>[In case of Lowest price method]:</i> Goods that do not receive bid preferences must add a monetary amount accounting for 7.5% of bidding price after rectification of errors, adjustment of deviations and deduction of discounts (if any) of these goods to the bidding price after rectification of errors, adjustment of deviations and deduction of discounts (if any) of bidders for comparison and ranking.”;
ITB 29.1	Bid proposal evaluation methods: a. Evaluation of the bidder’s capacity and experience: using Pass/Fail criteria b. Technical evaluation: <i>to apply evaluation method using Pass/Fail, method calculating point criteria in accordance with evaluation criteria stipulated in Section III, Chapter III, Bid Proposal Evaluation Criteria</i> c. The price evaluation: <i>to apply lowest price method for each Group in accordance with evaluation criteria stipulated in Section V, Chapter III, Bid Proposal Evaluation Criteria.</i>
ITB 30	Contract negotiation: <i>applicable.</i>
ITB 31.5	Ranking of bidders: <i>the bidder who has the lowest price for each Group after rectification of errors, adjustment of deviation and deduction of discounts (if any) is ranked the first.</i>
ITB 34.1	The maximum percentage of work volume may be increased is: <i>Not applicable</i> The maximum percentage of work volume may be decreased is: <i>Not applicable</i>
ITB 34.2	Additional purchase option: <i>Not applicable</i> The maximum of additional purchase option: <i>0%</i>
ITB 38.2	Vietsovetro’s address: 105 Le Loi Str., Vung Tau Ward, Ho Chi Minh City, S.R. Vietnam, Tel: (84 254) 3 839 871, Fax: (84 254) 3 839 857
ITB 39	Address of organization, individual in charge of supervision: Mr. Vu Mai Khanh - General Director of Vietsovetro 105 Le Loi, Vung Tau Ward, Ho Chi Minh City, S.R. Viet Nam, Fax: 84-254-3839857



CHAPTER III: BID PROPOSAL EVALUATION CRITERIA

Section 1: Verification and evaluation the eligibility of Bid Proposal

1.1 Verification the Bid Proposal:

- a) Verify the number of original and copies of the bid proposal;
- b) Verify the documents comprising the original Bid proposal including: administrative documents, legal documents, Bidder's capacity and experience documents, technical proposal as stipulated in Invitation to Bid, in which there are: Application for Bidding, Consortium Agreement (if any), Power of Attorney for signing Application for Bidding (if any); Bid Bond/ Deposit; documentary evidence establishing the Bidder's eligibility to bid; documentary evidence Bidder's capacity and experience; technical proposal; price proposal and any other relevant documents of Bid Proposal as stipulated in ITB 10;
- c) Verify the consistency of contents between the original and copies for detailed evaluation process of bidding package.

1.2 Evaluation the eligibility of Bid Proposal

A Bid proposal is considered eligibility when it fully meets the following requirements:

- a) The Bidder submits the original of Bid proposal.
- b) The Application for Bidding is signed and stamped (if any) by the legitimate representative of the bidder as required by Invitation to Bid. For consortium, the Application for Bidding is signed and stamped (if any) by the legitimate representatives of each member of the consortium or the authorized leader member of the consortium sign the Application for Bidding according to responsibilities in written agreement of consortium.
- c) Bidding prices in Application for Bidding must be detailed, fixed, indicated by numbers, words and in accordance with total bidding prices mentioned in Summary of bidding price table. Bidders are required not to propose different bidding prices or conditions that put Vietsovpetro in disadvantage.
- d) The validity period of the Bid proposal must meet the requirements stipulated in ITB 17.1.
- e) The Bid Bond/Deposit must satisfy all the requirements as stipulated in ITB 18.3.
- f) The bidder is not named in 2 or more Bid proposals as a main bidder (independent bidder or a member of consortium) in one bidding package. In case the bidding package is divided into many independent parts, the bidder is not named in 2 or more Bid proposals as the main bidder for the parts that bidder participates.
- g) For consortium, written agreement of consortium is signed and stamped (if any) by the legitimate representative of each member of the consortium and the consortium agreement must specify the detail scope of work and estimated respective percentage that each member will implement as Bidding Form No.3, Chapter IV, Bidding Form.
If the scope of supply includes only one unit/ one piece and no related service, bidder is not allowed to enter into a consortium; in case that Bidders is still in a consortium, agreement of consortium shall be considered invalid and Bidder shall be rejected.
- h) The bidder is eligible as stipulated ITB 5.

Bidders who submit eligible bid proposals shall be considered and evaluated on their capacity and experience.

Section 2: Capacity and experience evaluation criteria

Standards of competence and experience are mandated and listed in Table No. 01 (for bidders who are Non-manufacturers of goods within the scope of the bid package) or Table No. 02 (for bidders who are manufacturers of goods within the scope of the bid package). A bidder's evaluation of competence and experience is subjected to whether it meets all standards. A



subcontractor's competence and experience will not be taken into consideration when evaluating a bid proposal. The contractor itself must meet the evaluation standards of competence and experience.

In case the currency used in similar contracts or one of the following – Investor’s payment confirmation for past contracts for the supply of goods, tax declarations, documents proving the bidder’s competence and experience – is not VND: in the bid proposal, the bidder must convert them to VND as a basis for evaluation. The conversion is subject to the exchange rate of Vietcombank’s selling rate of Vietcombank] at the date of signing a similar contract.

In case the Bidder participating in bidding is the parent company (for example, Corporation) assigning a subsidiary to perform part of the work in the bid package, the contractor must declare specifically which part using Form No. 11C Chapter IV. The evaluation of experience in fulfilling similar contracts is based on the value and volume of work that the parent company and subsidiary delivered in the bidding package.

For Consortium, capacity and experience will be defined by the aggregated capacity and experience of each member of Consortium, but it must be assured that each member of Consortium must satisfy the requirement of capacity and experience for the volume of work implemented by him; if any of the members in Consortium do not satisfy the capacity and experience criteria, the Consortium will be evaluated as fail to meet the requirement on capacity and experience.

Sub-contractors’ capacity and experience will not be considered in the evaluation of the Bid proposal of main Bidder (unless the Invitation to Bid allows to use specialized sub-contractor). The main bidders themselves must satisfy criteria on capacity and experience (not considered the sub-contractors’ capacity and experience).

In case application of pre-qualification, if there are changes in capacity and experience when submitting the bid proposal in comparison with the information in the evaluated pre-qualification documents, the bidders must update their capacity and experience; in case there is no change in bidders’ capacity and experience, the bidders must send a written commitment that they still satisfy the bidding package’s requirements.

If there is no pre-qualification, the evaluation of capacity and experience will be carried out in accordance with the following evaluation criteria, the bidders are considered “pass” the capacity and experience requirements if they satisfy all the criteria.

2.1 Criteria for evaluation of capacity and experience

The evaluation of capacity and experience will be carried out as in following table:

CRITERIA TABLE FOR EVALUATION OF BIDDER’S CAPACITY AND EXPERIENCE

(For Bidders who are Non-manufacturers⁽¹⁾ of goods under the scope of the bid package)

Table No. 01

No.	Criteria on capacity and experience		Compliance Requirements			Documents
	Description	Requirement	Single Entity	Consortium		Submission Requirements
				All Members Combined	Each Member	
1	Historical Contract Non-Performance ⁽¹⁾ due to Bidder’s fault	From January 1, year 2022 ⁽²⁾ to Deadline for bid submission, the contractor does not have a contract for the supply of	Must meet requirement	not applicable	must meet requirement	Form 09



		goods, not fulfilled through fault of the bidder.				
2	Tax obligations fulfilment	Has fulfilled tax obligations of the last fiscal year before Deadline for bid submission.	Must meet requirement	not applicable	must meet requirement	Commitment along with the Application for bidding Form 10

Note:

⁽¹⁾ Non performance contracts due to Bidder's fault shall include all contracts where:

- Non performance contracts, as concluded by employer, and were not objected by the Bidder,
- Non performance, as concluded by the employer, and were so objected by the Bidder but fully settled against the Bidder by Arbitration or Court.

Non performance shall not include contracts where employer decision was overruled by the dispute resolution mechanism. Non performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract or applicable law and where all appeal instances available to the Bidder have been exhausted.

⁽²⁾ Time requirement, usually 03 to 05 years before bid closure year. For example, from January 1, 2022 to Deadline for bid submission.



Criteria on capacity and experience			Compliance Requirements			Documents
No	Description	Requirement	Single Entity	Consortium		Submission Requirements
				All Members Combined	Each Member	
3	Financial Capacity					
3.1	Financial Performance	Submission of financial statements lastest 03 fiscal years (from year 2022 to year 2024) to demonstrate the current soundness of the Bidder's financial position. The Bidder's net worth for the last fiscal year, (calculated as the difference between total assets and total liabilities) should be positive.	Must meet requirement	not applicable	must meet requirement	Form 10
3.2	Average Annual business activities Turnover (excluding VAT)	Minimum average annual turnover (excluding VAT) of following value within the latest 03 fiscal years ⁽¹⁾ ≥ see the Note ⁽²⁾ (Incase Company of the Bidder established less than 3 years, the value of Average annual business activity turnover will be sum total value of business activity turnover and devide to total number of years have activities)	must meet requirement	must meet requirement	not applicable	Form 10

Notes:

¹ In case of Consortium, The Evaluation of the turnover criteria will be total turnover of all members for compare and evaluation.

² If bidder bids in one or more than one Group, Minimum average annual turnover within the last 03 fiscal years should be equal to Sum of those below value with respective groups:

<i>Group 1</i>	218,560.92 USD	5,727,607,470 VND
<i>Group 2</i>	28,146.87 USD	737,616,875 VND
For full package: 246,707.79 USD/ 6,465,224,345 VND		

(*) In case the bidder bids in one or more than one Part, minium revenue evaluation is based on the total average revenue required of those Parts offered by bidder. In case the bidder bids in 01 Part, it only needs to meet the revenue requirement of that Part.



Criteria on capacity and experience			Compliance Requirements			Documents
No	Description	Requirement	Single Entity	Consortium		Submission Requirements
				All Members Combined	Each Member	
4	Experience on implementing Contracts of supplying similar goods	Requires as least 01 contract for supplying of equipment and services (installation, commissioning, etc.) for the Oil and Gas industry or other industries as described hereunder that has been successfully completed or performed at least 80% of the total contract value ⁽¹⁾ as main Contractor (individually or partner of Consortium) or sub-contractor ⁽²⁾ within the last 05 years to the deadline for bid submission. Number of contract is 01, the minimum value of the contract is: \geq see the Note ⁽³⁾	must meet requirement	must meet requirement	must meet requirement (equivalent to the volume of work implemented)	Form 07A

Notes:

- ⁽¹⁾ The level of completion shall be up to 80% of the total contract value. To verify that the Similar Contract has been completed to the required extent, the Bidder shall provide Invoices.
- ⁽²⁾ For contract implemented by bidder as member of Consortium or sub-contractor, only the amount of work implemented by Bidder itself will be considered.
- ⁽³⁾ In case of a bidding package that includes many part, if the Bidder participates in more than one part, the Bidder is only required to meet the Similar Contract requirement applicable to the part with the highest minimum value among those being bid for:

Group 1	72,853.64 USD	1,909,202,490 VND
Group 2	9,382.29 USD	245,872,292 VND

Criteria on capacity and experience			Compliance Requirements		Documents
No	Description	Requirement		Consortium	



			Single Entity	All Members Combined	Each Member	Submission Requirements
5	<p>The ability of performing warranty, maintenance, repair, overhaul and provision of spare parts and other after-sale services ¹</p> <p><i>(To be evaluated in the Technical evaluation stage)</i></p>	<p>The bidder must be represented by an Agent (or Representative) who is available to carry out the Bidders' obligations such as warranty, maintenance, repair and provision of spare parts by one of following:</p> <ul style="list-style-type: none"> - The bidder commits its capability in fulfilling obligations of warranty, maintenance, repair, supply of spare parts or providing after-sales services as required by the Invitation to Bid. <i>(as per required in the Technical requirement)</i> - The bidder signs a principle contract with an entity capable of fulfilling the obligations of warranty, maintenance, repair, supply of spare parts or providing after-sales services as required by the Invitation to Bid. <i>(as per required in the Technical requirement).</i> 	must meet requirement	must meet requirement	must meet requirement (equivalent to the volume of work implemented)	



CRITERIA TABLE FOR EVALUATION OF BIDDER'S CAPACITY AND EXPERIENCE

(For Bidders who are manufacturers⁽¹⁾ of goods under the scope of the bid package)

(NOT APPLICABLE)

Criteria on capacity and experience			Compliance Requirements			Documents
No.	Description	Requirement	Single Entity	Consortium		Submission Requirements
				All Members Combined	Each Member	
1	Historical Contract Non-Performance ⁽²⁾ due to Bidder's fault	From January 1, year [...] ⁽³⁾ to Deadline for bid submission, the contractor does not have a contract for the supply of goods, not fulfilled through fault of the bidder.	Must meet requirement	not applicable	must meet requirement	Form 09
2	Tax obligations fulfilment	Has fulfilled tax obligations of the last fiscal year before Deadline for bid submission.	Must meet requirement	not applicable	must meet requirement	Commitment along with the Application for bidding Form 10

Note:

⁽¹⁾ Manufacturer is understood as an enterprise/manufacturing facility that produces goods itself or participates in the production process of goods or a subsidiary or parent company in charge of distributing and consuming products produced by the parent company and other subsidiaries within the Group or Corporation.

⁽²⁾ Non performance contracts due to Bidder's fault shall include all contracts where:

- Non performance contracts, as concluded by employer, and were not objected by the Bidder,
- Non performance, as concluded by the employer, and were so objected by the Bidder but fully settled against the Bidder by Arbitration or Court.

Non performance shall not include contracts where employer decision was overruled by the dispute resolution mechanism. Non performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract or applicable law and where all appeal instances available to the Bidder have been exhausted.

⁽³⁾ Time requirement, usually 03 to 05 years before bid closure year. For example, from January 1, 2018 to Deadline for bid submission.



Criteria on capacity and experience			Compliance Requirements			Documents
No	Description	Requirement	Single Entity	Consortium		Submission Requirements
				All Members Combined	Each Member	
3	Financial Capacity					
3.1	Financial Performance	Submission of financial statements 03 years (from year [...] to year [...]) or from year [...] to year [...]) to demonstrate the current soundness of the Bidder's financial position. The Bidder's net worth for the last fiscal year, (calculated as the difference between total assets and total liabilities) should be positive.	Must meet requirement	not applicable	must meet requirement	Form 10
3.2	Average Annual business activities Turnover (excluding VAT)	Minimum average annual turnover (excluding VAT) of following value within the latest [...] fiscal years ⁽¹⁾ ≥ [...]USD/ [...]VND. (In case Company of the Bidder established less than 3 years, the value of Average annual business activity turnover will be sum total value of business activity turnover and divide to total number of years have activities) (In case evaluate separate Parts), see the Note ⁽²⁾	must meet requirement	must meet requirement	not applicable	Form 10

Notes:

¹ In case of Consortium, The Evaluation of the turnover criteria will be total turnover of all members for compare and evaluation.

² If bidder bids in one or more than one Part, Minimum average annual turnover within the last 03 fiscal years should be equal to Sum of those below value with respective Parts:

Group 1	[...] USD
Group 2	[...] USD
Group 3	[...] USD



[...]	[...]
<i>For full package: [...] USD</i>	

(*) In case the bidder bids in one or more than one Part, minimum revenue evaluation is based on the total average revenue required of those parts offered by bidder. In case the bidder bids in 01 Part, it only needs to meet the revenue requirement of that part.

Criteria on capacity and experience			Compliance Requirements		Documents	
No	Description	Requirement	Single Entity	Consortium		Submission Requirements
				All Members Combined	Each Member	
4	Capacity of goods production^(*)	The contractor provides documents as proof of production capacity, including either: - The capacity of factories or production lines with minimum output of: ___units/month; Or: - The highest output per month within the last 05 years prior to the deadline for bid submission: ___units	must meet requirement	must meet requirement	must meet requirement (equivalent to the volume of work implemented)	Form 07B

Notes:

(*) The design capacity of the factory, manufacturing line or highest production quantity of 01 month in the latest 05 years before the deadline for bid submission is equal to: $k \times$ (Quantity required of the Invitation to Bid \times 30/implementation time in the Invitation to Bid (calculated in days)). Normally $k = 1.5$; in case of centralized procurement or procurement of goods with large quantity and volume of the Invitation to Bid, $k = 1$.

In case the goods are products produced domestically by a Vietnamese bidder (which may or may not have been sold in the market), the bidder must prove that the design capacity or production quantity complies with the requirements.

In case the bidder is both a manufacturer and a supplier (some goods or a part of the volume of goods offered by the bidder in the Bid proposal which are produced by the bidder, some other goods or a part of the volume of goods are purchased by the bidder from other manufacturers or suppliers to supply for the bidding package), in addition to declaring production capacity, the bidder shall also declare experience in performing similar contracts as prescribed in Section 4-Table No. 01 of this Chapter. The evaluation of the bidder's experience will be done on the basis of providing the similar contract for supply of goods (in response to the part of goods bidder purchases from other manufacturers or suppliers) and the bidder's production capacity (in response to the part of goods that the bidder produces itself providing in the bidding package). Bidder may use documents such as sales invoices, inventory quantities... to prove the quantity produced in 1 month.



Criteria on capacity and experience			Compliance Requirements			Documents
No	Description	Requirement	Single Entity	Consortium		Submission Requirements
				All Members Combined	Each Member	
5	The ability of performing warranty, maintenance, repair, overhaul and provision of spare parts and other after-sale services ¹ <i>(To be evaluated in the Technical evaluation stage)</i>	The bidder must be represented by an Agent (or Representative) who is available to carry out the Bidders' obligations such as warranty, maintenance, repair and provision of spare parts by one of following: - The bidder commits its capability in fulfilling obligations of warranty, maintenance, repair, supply of spare parts or providing after-sales services as required by the Invitation to Bid. <i>(as per required in the Technical requirement)</i> - The bidder signs a principle contract with an entity capable of fulfilling the obligations of warranty, maintenance, repair, supply of spare parts or providing after-sales services as required by the Invitation to Bid. <i>(as per required in the Technical requirement).</i>	must meet requirement	must meet requirement	must meet requirement (equivalent to the volume of work implemented)	

2.2 Evaluation Criteria for Key personnel (*see Part 2, Chapter V*)

2.3 Sub-contractors and Specialized Sub-contractors (*Not applicable*)

Section 3: Technical evaluation criteria (*see Part 2, Chapter V*)

Section 4: Price evaluation criteria

Lowest price method: (Applicable)

To be evaluated by the lowest price method as the following steps:



Determination of lowest price as following steps:

Step 1: Determination of bidding price including all taxes, fees, charges (if any) arisen inside Vietnam and shall be taken into consideration exemption of import tax and VAT for imported goods from using List of exempted goods available for Vietsovpetro in Block 09-1;

Step 2: Rectification of errors (apply in accordance with Note (1));

Step 3: Adjustment of deviations (apply in accordance with Note (2));

Step 4: Determination of bidding price after rectification of errors, adjustment of deviations, discount deduction (if any);

Step 5: Conversion of bidding price into a single currency (if any);

Step 6: Determination of preferential treatment value (if any) as stipulated in ITB 28;

Step 7: Ranking the bidders: the Bid proposal which has the **lowest bidding price for Groups** after rectification of errors, adjustment of deviations, discount deduction (if any), conversion of bidding price into a single currency, addition preferential treatment value (if any), including all taxes, fees, charges (if any) arisen inside Vietnam and shall be taken into consideration exemption of import tax and VAT for imported goods from using List of exempted goods available for Vietsovpetro in Block 09-1 shall be ranked the first.

The following content will be considered in the evaluation and ranking stage of contractors:

During the Bid evaluation stage, for proposal of goods originating from countries affected by armed conflict, in state of war, sanctioned or embargoed, and the importation of those may be interrupted and affect the contract performance and delivery schedule, Bidder must provide explanations and commitments on the ability to deliver goods for Vietsovpetro to consider and evaluate.

Based on the actual situation at that time, Vietsovpetro has the sole and exclusive right to review and decide to reject the bids, or not to continue the evaluation, if in the opinion of Vietsovpetro there is any risk to the contract performance and delivery schedule. In that case, the Vietsovpetro at its sole and absolute discretion will have the right to consider and remove these Bidders from the ranking list.

Notes:

(1) Rectification of errors

Provided that the bid proposal substantially satisfies Invitation to Bid, Vietsovpetro shall rectify arithmetical errors and other errors on the following basis:

a) Arithmetical errors include mistakes from calculation such as: addition, subtraction, multiplication, division when calculating bidding price. If there is a discrepancy between the unit price and the total price, the unit price shall prevail and the total price shall be corrected; If there is unusual differences in unit price due to decimal errors (10 times, 100 times, 1000 times), the total price should be used as a legal basis for correction; when the bidder fills without price or "0" in the column of unit price and total price, price of this item shall be deemed to be allocated among the prices for the other items of work of the package and Bidder will not be paid for by Vietsovpetro during contract performance.

b) Other errors:

- If the Total price column is filled without the corresponding unit price, the unit price shall be determined by dividing the total price by the quantity; if the unit price is filled in, but the total price is missing, the total price shall be determined by multiplying the quantity by the unit price; if one of the items has the unit price and total price filled in, but the quantity is missing, the quantity shall be determined by dividing the total price by the unit price of that particular item. In case the aforesaid quantity that has been additionally defined is different from the quantity mentioned in the Invitation to Bid, that value difference is the deviation in the scope of supply, which shall be adjusted under regulations specified in Step 3;

-Mistake in Unit must be corrected to meet the requirements specified in the Invitation to Bid;



-Mistakes in using comas (instead of periods) and vice versa shall also be corrected in accordance with the written in Vietnamese customary. If Vietsovpetro determines the obvious mistake in placing of comas and periods, the total price shall prevail and the unit price shall be corrected.

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

-If there is a discrepancy between words and numbers, the amount in words shall used as a legal basis for correction. If the amount expressed in words is incorrect, then the number after rectification of error as stipulated in this article should be used as a legal basis for correction.

(2) Adjustment of deviation:

a) In case of deviation in the scope of supply compared to the Invitation to Bid, what is deficient shall be added, and what is redundant shall be subtracted according to respective unit price in the Bid proposal of bidder that has deviation;

In case of deficient deviation (lack of items of work in comparison with the scope of supply, lack of inland transportation cost to Vietsovpetro warehouse/ Vietsovpetro port in case Bidder does not offer delivery term to Vietsovpetro warehouse/ Vietsovpetro port), if there is no respective unit price in the Bid proposal with deficient deviation, the adjustment of deviation will be as follows:

- Lack of items of work in comparison with the scope of supply:

The highest unit price offered for such item of Bid proposals which pass the Technical evaluation shall be used as legal basis for adjustment of deviation. In case the Bid proposals passed the Technical evaluation has no unit price, unit price in the value of bidding package shall be used as legal basis for adjustment of deviation. In case not having value of bidding package, unit price for calculating price of the bidding package shall be used as legal basis for adjustment of deviation.

In case only one bidder passes the Technical evaluation, adjustment of deviation shall be made based on respective unit price in the Bid proposal of this bidder; In case this Bid proposal has no respective unit price, unit price in value of bidding package shall be used. In case not having value of bidding package, unit price for calculating price of the bidding package shall be used as legal basis for adjustment of deviation.

- Lack of inland transportation cost to Vietsovpetro warehouse/ Vietsovpetro port:

In case Bidder does not offer delivery term to Vietsovpetro warehouse/ Vietsovpetro port and not having value/ unit price for inland transportation cost to Vietsovpetro warehouse/ Vietsovpetro port, unit price in the value of bidding package shall be used as legal basis for adjustment of deviation. In case of not having unit price in the value of bidding package, the following rates shall be used as legal basis for adjustment of deviation: *The inland transportation cost = 0.25% x Total proposed bid price.*

b) In case bidder has discount letter, rectification of errors and adjustment of deviation shall be made based on bidding price without discount. Percentage (%) of deficient deviation shall be determined on basis of comparison of bidding price in Application for Bidding.

Section 5: Technical alternative (If applied)

Bidder is allowed to submit Technical alternative and requested to identify clearly which is “**The Main offer**” and which is “**The alternative offer**” in the Proposal.

Note: Technical alternatives are only considered when main solution meets requirements and bidder is ranked first. In this case, bidder shall provide all information necessary for evaluation of the alternatives by Vietsovpetro, including notes, drawings, technical specifications, progress of supply and other relevant information.

Section 6: Bidding package with multiple independent parts (If applied)

If the bidding package is divided into multiple independent parts as stipulated in ITB 1.2, implement as follows:

1. The evaluation and approval of the winning of bid will be carried out on the basis that the total proposed bid winning prices of the bidding package are lowest (for lowest price method); the total evaluated prices are lowest (for evaluated price method); the total proposed bid winning prices shall not exceed the approved value of bidding package but are not compared to the estimated value of each part.
2. There is one contract if only one bidder wins all the parts of the bidding package. There are many contracts if many bidders win the different parts of the bidding package.

Section 7: The right to unilaterally terminate contract negotiations with the first-ranked contractor in in contract negotiation satge.

For the proposal of goods originating from countries affected by armed conflict, in state of war, sanctioned or embargoed, and the importation of the those may be interrupted and affect the contract performance and delivery schedule, explanations and commitments on the ability to deliver goods must be provided by the Bidder for Vietsovpetro to consider and evaluate.

Based on the actual situation at that time, Vietsovpetro will have the sole and exclusive right to review and decide to reject the proposals of those goods, or not to continue the evaluation, if in the opinion of Vietsovpetro there is any risk to the contract performance and delivery schedule. In that case, Vietsovpetro at its sole and absolute discretion will have the right to stop contract negotiation, and the next ranked bidder will be invited to negotiate the contract.



CHAPTER IV: BIDDING FORM

No	Bidding Form	Performance	Responsibility for performance	
			Vietsovetro	Bidder
1	Form 01. Application for bidding form	Submission with Bid Proposal		X
2	Form 02. Power of Attorney			X
3	Form 03. Consortium Agreement			X
4	Form 04A. Guarantee for Bid Participation (<i>Bid Bond</i>), applicable to independent bidders			X
5	Form 04B. Guarantee for Bid Participation (<i>Bid Bond</i>), applicable to consortium bidders			X
6	Form 04C. Form of Deposit for bid participation	Submission with Bid Proposal		X
7	Form 05. Bidder's information form			X
8	Form 06. Information form for consortium bidders			X
9	Form 07A. Similar contract performed by bidder (<i>applicable to commercial bidders</i>)			X
10	Form 07B. Declaration of goods production capacity (<i>applicable to bidders who are manufacturers</i>)			X
11	Form 08A. Proposed Key Personnel			X
11	Form 08B. Profession skill curriculum vitae of key personnel			X
12	Form 08C. Professional Experience			X
13	Form 09. Historical Contract Non-Performance for the supply of goods due to fault of the bidder in the past.			X
14	Form 10. Bidder's Financial Status			X
15	Form 11A. Scope of work using sub-contractors			X
16	Form 11B. List of specialized sub-contractors			X
17	Form 11C. List of subsidiaries and member companies delivering work in the bidding package		X	

18	Form 12. Summary of bidding prices			X
19	Form 12A. Bidding price schedule of goods (<i>manufactured, processed outside Vietnam</i>)			X
20	Form 12B. Bidding price schedule of goods (<i>domestically manufactured, processed or goods manufactured, processed outside Vietnam but already imported and being offered in Vietnam</i>)			X
21	Form 13. Bidding price schedule for related services			X
22	Form 14A. Spare parts for replacement (<i>Optional Scope</i>) for Goods manufactured, processed outside Vietnam)			X
23	Form 14B. Spare parts for replacement (<i>Optional Scope</i>) for Goods domestically manufactured, processed or goods manufactured, processed outside Vietnam, but already imported and being offered in Vietnam			X
24	Form 15A. Declaration of goods with bid preferential treatments			X
25	Form 15B. Costs of goods manufactured domestically with bid preferential treatments (<i>in case of declaration for cost of import</i>)			X
26	Form 15B. Costs of goods manufactured domestically with bid preferential treatments (<i>in case of declaration for cost of manufacturing in Vietnam</i>)			X



APPLICATION FOR BIDDING ¹

Date: (Date of signing application for bidding)
 Name of bidding package:..... (Name Package according to Bid Announcement)
 Name of project: (Name project)
 Bid invitation No. :(In case of limited tendering)
 Attention to: _____ (full name and address of employer)

After studying the Invitation to Bid and the documents for Amendment of the Invitation to Bid [insert the code of the amendment documents, if any] that we have received, we [insert the name of the bidder] commit to execute [name of bidding package] as required by the Invitation to Bid at the total amount of [specify in number, in words, and currency of bid proposal] ² and the summary of bidding price.

In addition, we voluntarily offer a discount with amount: ____ [specify in number, in words, and currency of bid proposal].

The bidding price after application of discount is: ____ [specify in number, in words, and currency of bid proposal].³

Validity of the Proposal⁴: ____ [write the validity period from the deadline for submission of bids in accordance with the BDS] days, from the deadline for submission of bids.

Bid Security: ____ [State the value in figures, in words and in currency of the bid security]

Validity of Bid Security: ____ [insert validity period from deadline for submission of bids]

Time for contract implementation: (Total time to perform all work required in Bidding package)⁵

We commit:

1. We are not in the process of carrying out dissolution procedures or having its business registration certificate, cooperative registration certificate, cooperative union registration certificate, or cooperative group registration certificate revoked, not in a case of insolvency according to the provisions of the law on bankruptcy (not in the process of ceasing operations or having its business household registration certificate revoked for Bidders that are household businesses).
2. We do not violate regulations on ensuring fair competition in bidding.
3. We have fulfilled the tax liabilities of the most recent fiscal year prior to the deadline for submission of bids.
4. We are not being under suspension from participating in bidding according to the provisions of the law on bidding.
5. We are not being prosecuted for criminal liability (the household owner is not being prosecuted for criminal liability in case the bidder is a business household).
6. We do not proceed any practices of corruption, bribe, collusion, obstruction and other violated provisions of the law on procurement when participating this package.
7. The information declared in the bid is truthful.
8. In case of winning the bid, the Proposal and clarification, supplemental documents of the Proposal constitute the agreement of responsibilities between the two parties until the contract is signed.
9. If our bid is accepted, we shall furnish a performance security as specified in IBT 37.1 of the Bidding document.

Legitimate representative of the bidder⁶
(Specify name, title, sign and stamp)

Notes:

¹ Application for bidding must be filled with sufficient and accurate information of Vietsovpetro, Bidder, the validity duration of Bid proposal, signed and stamped by legitimate representative of the bidder.

² Bidding prices in Application for bidding must be specific, fixed, indicated by numbers, words and in accordance with total bidding prices mentioned in price list. Bidders are required not to propose different bidding prices or conditions that put Vietsovpetro in disadvantage. In case of multiple parts, the Bidder must write the total bidding price of each parts and total bidding price of all parts that bidder participates.

³ Specify discount for the whole bidding package or for one or many works, items (specify detailed discounted works, items)

⁴ The validity of Bid proposal shall be counted from the date of Deadline for bid submission to the last date of validity period as stipulated in the Invitation to Bid. From the time of Deadline for bid submission until 24:00 of the date which has the deadline for bid submission is considered as one day.

⁵ Duration of contract implementation in Application for bidding must be in accordance with Technical proposal and completion schedule specified in the Bid Proposal.

⁶ If legitimate representative of bidder authorizes the subordinate to sign the application for bidding, the bidder must submit Power of Attorney according to Form No.2 of this Chapter; if the company's Charter/regulations or other related documents have the assignment of responsibilities to subordinates to sign application for bidding, the bid proposal must include these documents (no Power Of Attorney is required in accordance with Form No.2 of this Chapter).

For consortium, the application for bidding must be signed by the legitimate representative of each member of the consortium, except in Consortium agreement (as in Form No.3 of this chapter), the members of Consortium agree to authorize the leader member of the consortium to sign the Application for bidding. If each member of consortium has its own authorization, apply as for independent bidders. If the bidder wins the bidding package, the bidder must present to the Employer the notarized/certified copy of these documents before signing the contract. If the information declared is not accurate, the bidder is considered violation of ITB 4.



POWER OF ATTORNEY ¹

Date _____ / _____ /20_____ At (name of place).....:

I,.....[insert Name, ID/passport number, position of Legitimate representative of the bidder], the Legitimate representative of _____ [insert the bidder name] at _____ [insert address]

To issue this Power of Attorney to :

Mr/Mrs _____

ID/Passport number _____

Position _____

To do, execute and perform the following acts and things during the process of participating the Bidding package _____ (Name of Bidding Package) of Project _____ (Name of project) held by Vietsovpetro:

[-Sign the Application for bidding form;

-Sign the Consortium agreement (if any);

-Sign all documents, correspondences to Vietsovpetro during the bidding process, including the written requests to clarify Invitation to Bid, written clarification of Bid proposal, or written requests to withdraw, modify or substitute the bid proposal;

-Negotiate and finalize contract with Vietsovpetro;

-Sign the Bidder's arising claims (if any);

-Sign contract with Vietsovpetro (if awarded the Bidding package)] ²;

The Attorney shall lawfully perform acts within the scope of Power of Attorney as the legitimate representative of _____ (name of bidder).

The Mandator, [name of Legitimate representative of the bidder] () will be completely responsible for acts performed by the Attorney, _____ [name of the Attorney] in the scope of Power of Attorney.

This Power of Attorney is valid for the period from _____ to _____ ³ and will be made in _____ originals, _____ of which will be retained by Mandator; _____ of which will be retained by Attorney and the rest will be retained by Vietsovpetro. All original copies hereof are identical and legally equal.

Attorney

(Signature)

(Name, position and stamp (if any))

Mandator

(Signature)

(Name, position and stamp (if any)
of Legitimate representative of the bidder)

Note:

¹The original of this Power of Attorney must be submitted to Vietsovpetro together with the application for bidding as stipulated in ITB 20.3. Legitimate representative of bidder gives the power of attorney to the deputy, subordinate, branch's manager, chief of bidder's representative office to perform one or more above mentioned listed acts. The stamp used in case of power of attorney can belong to the bidder or to the entity of Attorney. The Attorney can not subsequently give this authorization to another.

²The scope of Power of Attorney may include one or more above mentioned listed acts.

³Specify the date the power of attorney come into force and expiry date, in accordance with the bidding process.

CONSORTIUM AGREEMENT¹

_____, day ____ month ____ year ____

Bidding package: _____ [*name of bidding package*]Under the project: _____ [*name of project*]- Based on the Invitation to Bid _____ [*name of bidding package*] date ____ month ____ year _____ [*date recorded on the Invitation to Bid*];

We, the representatives of the parties sign the Consortium Agreement, including:

Names of Consortium members _____ [*name of each consortium member*]

Represented by Mr./Ms.: _____

Position: _____

Address: _____

Tel: _____

Fax: _____

E-mail: _____

Account: _____

Tax code: _____

Power of Attorney No. ____ date ____ month ____ year _____ (*in case of authorization*).

The parties (hereinafter referred to as members) agreed to sign this Consortium Agreement with the following contents:

Article 1. General principles1. The members voluntarily establish a Consortium to participate in the bidding package _____ [*name of bidding package*] under the project _____ [*name the project*].2. The members agree the name of the Consortium for any transactions related to this package as: _____ [*name of the Consortium as Agreement*].

3. The members commit that there is not any member to arbitrarily join independently in this bidding package or join consortium with other members to participate in this bidding package. In case of winning the bid, all members of the Consortium shall sign the Contract and there is not any member to have the right to refuse performance of the responsibilities and obligations stipulated in the Agreement. In case a member of the Consortium refuses to fulfill their own responsibilities as agreed or violates the provisions of the signed contract, such member shall be handled as follows:

- Compensating for damages to the parties in the consortium;
- Working with members of the Consortium to compensate for all damages to the Vietsovpetro in accordance with the provisions stipulated in the Contract (corresponding to the proportion of each member specified in Article 2 of this Agreement);
- Other forms of handling ____ [*Specify other forms of handling*].

Article 2. Assignment of responsibilitiesConsortium members agree to assign responsibilities for implementation of the bidding package _____ [*write name of bidding package*] under the project _____ [*write name of project*], for each member as follows:

1. Leader of the consortium:



The parties agree to authorize to _____ [*Write name of a party*] as a leader of the consortium, representing the Consortium in the following part of work ²:

- Signing the application of bidding;
- Signing all documents, correspondences to Vietsovpetro during the bidding process, including the written requests to clarify Invitation to Bid, written clarification of Bid proposal, or written requests to withdraw, modify or substitute the bid proposal;
- Performing Bid Bond on behalf of Consortium;
- Participating in the process of negotiation and finalization of the Contract;
- Performing Performance Bond for the entire Consortium in case the Consortium wins the bid;
- Signing the Bidder's arising claims (if any);
- Performing all obligations of the Consortium which are not specified in the Table of Responsibility between the Consortium members in item 2 as follows;
- Performing other works except for signing Contract _____ [*specify the detail content of other jobs (if any)*].

2. The members of the Consortium agree to assign the responsibility of members as following table ³:

No.	Name	Content of assigned work	Respective percentage to total bidding price	Amount by percentage to total bidding price
(1)	(2)	(3)	(4)	(5)
1	Name of the first member (Leader of the Consortium)	- Work 1: _____	_____ %	_____ VND/USD
		- Work 2: _____		
		- Work 3: _____		
			
2	Name of the second member	- Work 1: _____	_____ %	_____ VND/USD
		- Work 2: _____		
		- Work 3: _____		
....		
Total		All work of bidding package	100%	_____ VND/USD

3. The payment method for the Consortium in case of winning the bid and signing a contract with the Vietsovpetro is as follows:

- the Vietsovpetro shall make direct payment to each member of the Consortium in accordance with the payment schedule specified in the Contract with the distributed amount corresponding to the proportion of workload agreed by the Consortium members and shown in column (4) of the Table of Responsibility in item 2 of this Consortium Agreement.
- Each member of the Consortium shall issue a Legal Invoice in accordance with the amount of the work performed by such Consortium member pursuant to the progress of each payment specified in the Contract.

Article 3. Validity of Consortium Agreement

1. This Consortium Agreement valid from its signing date.
2. This Consortium Agreement shall be determined to be invalid in the following cases:
 - In case the Consortium wins the bid, this Consortium Agreement is an integral part of the contract signed with the Investor ...and shall only be terminated when the parties fulfill their responsibilities and obligations and complete the liquidation of the contract;
 - The parties agree to terminate;
 - The Consortium does not win the bid;



- Cancellation of bidding package under the project as notified by the Vietsovpetro.

Consortium Agreement is made in ____ copies, each party keeps ____ copy, each having equal legal force and authenticity.

LEGAL REPRESENTATIVE OF CONSORTIUM LEADER
[Full name, title, signature and stamp]

LEGAL REPRESENTATIVE OF CONSORTIUM MEMBERS
[Full name of each member, title, signature and stamp]

Note:

¹ *Depending on the size and nature of bidding package, the content of agreement as in this form can be amended appropriately. If the bidding package is divided into multiple independent parts, the consortium agreement must specify clearly the name, reference number of parts that the consortium participates, specify mutual responsibility and separate responsibility of each member in accordance with respective parts that bidder participates.*

² *The scope of authorization may include one or more above mentioned listed acts*

³ *Bidder must specify the detail work and the estimated percentage of respective value that each member will implement, mutual responsibility and separate responsibility of each member, including head member of the Consortium.*



GUARANTEE FOR BID PARTICIPATION ¹**(BID BOND)***(applicable to independent bidder)***Beneficiary: Vietsovpetro**105 LE LOI STR, VUNGTAU WARD, HO CHI MINH CITY, S.R. VIETNAM.
(Hereinafter referred to as the employer)**Date:** _____ *[Insert date of issue]***BID GUARANTEE No.:** _____ *[Insert guarantee reference number]***Guarantor:** _____ *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that*[insert name of the Bidder.]* (hereinafter called "the Applicant") will participate bid for execution of the bidding package _____ *[name of the bidding package]* under project _____ *[name of the project]* according to Bid Invitation Letter No/Bid Announcement No. _____. *[insert No. of Bid Invitation letter/ Bid Announcement No].*

We *[name of the bank]*, hereinafter referred to as "the bank", pledge Beneficiary to guarantee for the bidder to participate in bidding for this bidding package with an amount of *[specify the value in number, in words, and the currency in use]*.

This guarantee is effective for².days, from the date.....month.....year³

At the request of the Applicant, we, as Guarantor, hereby unconditionally and irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures, insert amount in words]* within 05 working days upon our receipt of written notice from Beneficiary stating without requiring proof that bidder violates the regulations as follows:

1. Bidder has withdrawn its Bid proposal after Deadline for bid submission and during the validity period of bid proposal;
2. Bidder violating Law on Bidding leads to cancellation of Bid in accordance with point d, ITB 32.1;
3. Bidder fails or refuses to conduct contract negotiations within 07 working days from the date receipt of notification for negotiation of contracts by Vietsovpetro; or Bidder conducts contract negotiations but withdraws its Bid proposal leading to failed contract negotiations, except for force majeure;
4. Bidder fails or refuses to conduct contract finalization within 20 working days from the receipt date of Bid Award Notification from Vietsovpetro or bidder finalized contract but refuses to sign contract within 10 working days from the date contract finalized, except for force majeure;
5. Bidder does not conduct performance bond in accordance with ITB 37.1;

The said guarantee amount shall be paid by Guarantor forthwith to Beneficiary notwithstanding any contestation or protest by Guarantor or Applicant or by any third party, and irrespective of whether or not there is any dispute between Applicant and Beneficiary in respect of or relating to the Bidding package or in respect of any other matter and irrespective of whether or not such said dispute, if any, has been settled, resolved, litigated, or adjudicated upon otherwise howsoever.



If Applicant is selected as successful bidder: This guarantee will expire immediately if the Applicant signs contract and submit Performance Bond to Beneficiary in accordance with agreement in contract.

If Applicant is not selected as successful bidder: This Guarantee will expire immediately after we receive a copy of the Beneficiary's notification to the Applicant about the result of the Bidder selection; within 30 days after the validity period of bid proposal.

Any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

Legitimate representative of the bank

(Specify name, title, sign and stamp)

Note:

¹ Apply if Bid Guarantee is in form of Letter of Guarantee from financial institution or foreign bank's branches which is legally operating in Vietnam.

² Insert as stipulated in BDS 18.2

³ Insert Deadline for bid submission as stipulated in BDS 19.1



GUARANTEE FOR BID PARTICIPATION ¹

(BID BOND)

*(applicable to consortium bidders)***Beneficiary: Vietsovpetro**105 LE LOI STR, VUNGTAU WARD, HO CHI MINH CITY, S.R. VIETNAM.
(Hereinafter referred to as the employer)**Date:** _____ *[Insert date of issue]***BID GUARANTEE No.:** _____ *[Insert guarantee reference number]***Guarantor:** _____ *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that²*[insert name of the Bidder.]* (hereinafter called "the Applicant") will participate bid for execution of the bidding package__ *[name of the bidding package]* under project *[name of the project]* according to Bid Invitation letter No...
[name No. of Bid Invitation letter].

We *[name of the bank]*, hereinafter referred to as "the bank", pledge Beneficiary to guarantee for the bidder to participate in bidding for this bidding package with an amount of *[specify the value in number, in words, and the currency in use]*.

This guarantee is effective for³days, from the date.....month... year ⁴

At the request of the Applicant, we as Guarantor, hereby unconditionally and irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures, insert amount in words]* within 05 working days upon our receipt of written notice from Beneficiary stating without requiring proof that bidder violates the regulations as follows:

- 1) Bidder has withdrawn its Bid proposal after bid submission deadline and during the validity period of bid proposal;
- 2) Bidder violating Law on Bidding leads to cancellation of Bid in accordance with point d, ITB 32.1;
- 3) Bidder fails or refuses to conduct contract negotiations within 07 working days from the date receipt of notification for negotiation of contracts by Vietsovpetro; or Bidder conducts contract negotiations but withdraws its Bid proposal leading to failed contract negotiations, except for force majeure;
- 4) Bidder fails or refuses to conduct contract finalization within 20 working days from the receipt date of Bid Award Notification from Vietsovpetro or bidder finalized contract but refuses to sign contract within 10 working days from the date contract finalized, except for force majeure;
- 5) Bidder does not conduct performance bond in accordance with ITB 37.1.

If any member of consortium__ *[insert name of consortium]* violates the Law, that leads to the Bid Bond not to be returned as specified in Point b, ITB 18.5 of Invitation to Bid, then the Bid Bond of all consortium members shall not be returned.

The said guarantee amount shall be paid by Guarantor forthwith to Beneficiary notwithstanding any contestation or protest by Guarantor or Applicant or by any third party, and irrespective of whether or not there is any dispute between Applicant and Beneficiary in respect of or relating to



the Bidding package or in respect of any other matter and irrespective of whether or not such said dispute, if any, has been settled, resolved, litigated, or adjudicated upon otherwise howsoever.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary upon the instruction of the Applicant; or (b) if the Applicant is not the successful Bidder, upon the earlier of our receipt of a copy of the Beneficiary's notification to the Applicant of the name of the successful bidder within 30 days after the expiration of Bid Proposal.

Any demand for payment under this Bid Bond must be received by us at the office on or before that date.

Legal representative of Bank

[name, position, signature and stamp]

Note:

Applying in case the bid security (bank security) is a letter of guarantee of credit institutions or foreign banks' branches which are established under Vietnamese law. The bank is recommended to use this Bid security (bid bond) form, in case of applying for other different forms that violates one of following regulations: bid security has lower value than required, the validity period of bid security is shorter than regulation prescribed in ITB 18.2, invalid name of Beneficiary, not original and without valid signature or with the disadvantageous conditions to Vietsovpetro, bid security shall be invalid.

² Bidders' name can be one of following cases:

- Name of consortium participates in bid, for instance consortium bidder A + B participates in bid, name of bidders shall be written "Consortium bidder A + B";
- Name of the member undertakes implementation of bid security for the entire consortium or for other partners in consortium, for instance consortium A + B + C participates in bid, case of the consortium agreement appointed bidder A performing bid security for whole consortium, the name of bidder shall be "Bidder A (on behalf of consortium bidder A + B + C), in case the consortium agreement appointed bidder B performing bid security for bidder B and C, then name of bidder shall be written as "Bidder B (for the behalf of bidder B and C)";
- Name of consortium's member perform separate the bid security;

³ Insert as prescribed in BDS 18.2.

⁴ Insert date deadline for bid submission in accordance with BDS 19.1.



FORM OF DEPOSIT FOR BID PARTICIPATION

Date: (Date of signing application for bidding)
 Name of bidding package:..... (Name Package according to Bid Announcement)
 Name of project: (Name project)
 Bid invitation No. :.....(In case of limited tendering)
 Attention to: _____ (full name and address of employer)

With reference to the above mentioned bidding package, we [insert the name of the bidder] hereby would like to confirm as follows:

1. In lieu of the submission of Bid Bond issued by a bank, [insert the name of the bidder] shall implement bid guarantee for [name of bidding package] in the form of transfer to Vietsovpetro's bank account a deposit amount equivalent to the Bid Bond amount specified in the ITB, i.e [specify in number, in words, and currency of deposit]
2. Bidder confirm that Bidder shall comply all conditions as stipulated in Bid bond form of ITB. (In the event that Bidder confirms not to comply all conditions in the Bid bond's form in ITB, Bidder's bidding proposal shall not be evaluated)
3. After [insert the required bid bond validity period] days from the bid closing date, Vietsovpetro shall transfer deposit amount above to [insert the name of the bidder]'s account. [insert the name of the bidder] shall be responsible for all the bank fees in connection with this transfer.
4. Vietsovpetro's bank account:

Beneficiary's name: Vietsovpetro

Beneficiary's Bank: Joint Stock Commercial Bank for Foreign Trade of Vietnam – Vungtau Branch

Account Number: (VND) 008.100.000001.1; 0081370000029 (USD)

Legitimate representative of the bidder
 [name, position, signature and stamp]

Notes:

Along with this letter, bidder must enclose the Payment order or appropriate document evidencing that bidder executed the payment to Vietsovpetro account.



BIDDER'S INFORMATION FORM

Date: _____

NCB No. and title: _____

Bidder's name: _____ *[specify Bidder's name]**In case of consortium, insert name of each partner in consortium*Place of business registration: _____ *(indicate province/city of Constitution)*Year of business founding / incorporation _____ *[year of company founding]*Bidder's legal address *(in country of registration)*

Bidder's legitimate representative information:

Name:

Address:

Telephone/fax numbers:

E-mail address:

- a. Attached are copies of original documents: Articles of Incorporation, Business Registration, Decision of Establishment or equivalent documents of constitution or association issued by authority of country where Bidder is operating.
- b. Included the organizational chart.

Legitimate representative of the bidder
[name, position, signature and stamp]

Note:

- (1) In case of consortium Bidder, each consortium member must declare this form.



INFORMATION FORM FOR CONSORTIUM BIDDER'S MEMBERS

Date: _____

Bid package No. and titles: _____

Consortium Bidder's name:

Consortium member's name:

Consortium member's country of registration:

Consortium member's year of foundation:

Consortium member's legal address in country of registration:

Consortium member's legitimate representative information:

Name:

Address:

Telephone/fax numbers:

E-mail address:

1. Attached are copies of original documents of: Business Registration of Company, Certificate of Investment, Decision of Establishment, etc.
2. Included is the organizational chart.

Legitimate representative of the bidder
[name, position, signature and stamp]

Note:

- (1) In case of consortium Bidder, each consortium member must declare this form.



SIMILAR CONTRACT PERFORMED BY BIDDER¹*(applicable to commercial bidders)*

Date ___ month ___ year ___

Bidder's name: _____ *[full name of bidder]*

Descriptions of each contract should contain following information:

Name and contract number	<i>[Full contract name and number]</i>		
Contract signing date	<i>[Date, month, year]</i>		
Completion date	<i>[Date, month, year]</i>		
Contract Value ⁽³⁾	<i>[Total signed contract value and the original currency]</i>		Equivalent to ___ VND
If the bidder is a consortium member, provide a summary of the work undertaken and its value	<i>[Summary of the work]</i>	<i>[Value of the work undertaken (amount in original currency and %)]</i>	Equivalent to ___ VND
Project or Procurement name	<i>[Full name of the project/procurement estimate whose contract is being declared]</i>		
Name of Investor:	<i>[Full name of the Investor in the contract being declared]</i>		
Address: Telephone/fax: Email:	<i>[Full current address of the Investor] [Phone number, fax number including country code, area code] [Email address]</i>		
Describe similarities in accordance with Section 2.1 of Chapter III⁽²⁾			
1. Type of goods	<i>[Correct type]</i>		
2. Fulfilled contract value ⁽³⁾	<i>[Actual contract value fulfilled based on acceptance value, contract liquidation]</i>		
3. Scale	<i>[Scale according to the contract]</i>		
4. Other characteristics	<i>[Other characteristics, if needed]</i>		

Legitimate representative of the bidder
[name, position, signature and stamp]

Note:

The contractor shall carefully study the Invitation to Bid and proposes similar contracts to ensure the requirements of the Invitation to Bid are complied.

1. In case of consortium, each member must declare according to this Form.
2. Bidders only declare the similar content with the requirements of the bidding package.
3. In case the contract value is not in VND, it shall be converted to VND at the exchange rate specified in Section 2 of Chapter III as a basis for evaluation.



DECLARATION OF GOODS PRODUCTION CAPACITY*(applicable to bidders who are manufacturers)**(Not Applicable)*

The number of factories and production facilities (collectively referred to as factories): ____
[Number of factories]

For each factory, the bidder declares the following information:

Factory Name:	<i>[Factory name]</i>
Address:	<i>[Factory address]</i>
Total investment:	<i>[Total investment]</i>
Design capacity:	<i>[Design capacity]</i>
Effective capacity:	<i>[Effective capacity of last year]</i>
Production standard:	<i>[Current production standard, if applicable]</i>
Number of employees:	<i>[Total number of employees working at the factory]</i>

Legitimate representative of the bidder
[name, position, signature and stamp]

Notes:

For a consortium, each member of the consortium shall declare using this Form.



PROPOSED KEY PERSONNEL

The Bidder shall declare its key personnel as required in Section 2 of Chapter III and shall demonstrate its capability to mobilize these people to deliver the bidding package. Key personnel may be on the contractor's payroll or mobilized by the bidder. In case the key personnel declared by the bidder in its bid proposal does not meet the requirements or the contractor cannot demonstrate mobilization capability (including cases where said personnel has been mobilized for another contract with overlapping execution timeline), Vietsovpetro shall allow the bidder to make addition or replacement. The bidder is allowed to make addition or replacement once for each position for a suitable period of time not less than 03 working days. In case the bidder does not have a replacement complying the Invitation to Bid's requirements, the contractor shall be disqualified. In all cases, if the bidder declares personnel in a dishonest manner, making replacement shall not be allowed, the bid proposal shall be disqualified and the bidder shall be considered fraudulent according to the provisions of legislation on bidding or other relevant legislation and penalized accordingly.

1	Job position <i>[detailed job position in the bidding package]</i>
	Name <i>[name of key personnel]</i>
2	Job position <i>[detailed job position in the bidding package]</i>
	Name <i>[name of key personnel]</i>
3	Job position
	Name
4	Job position
	Name
5	Job position
	Name
—	Job position
	Name

Legitimate representative of the bidder
[name, position, signature and stamp]



PROFESSIONAL CURRICULUM VITAE OF KEY PERSONNEL

The Bidder must supply all required information below and attach certified copies of original related documents.

Position		
Personnel Information	Name	Date of Birth
	Professional Qualification	
Current Job	Employer's name	
	Employer's address	
	Telephone no:	Contact person (Deputy / HR officer)
	Fax	E-mail
	Title	Number of years of experience with the present employer

Legitimate representative of the bidder
[name, position, signature and stamp]



PROFESSIONAL EXPERIENCE

Summarize professional experience in reverse chronological order. Specify professional and management experience related to the bidding package

from	To	Company/Project/Position/Related professional and management experience

Legitimate representative of the bidder
[name, position, signature and stamp]



**HISTORICAL CONTRACT NON-PERFORMANCE FOR THE SUPPLY OF
GOODS NOT FULFILLED DUE TO FAULT OF THE CONTRACTOR IN THE PAST ⁽¹⁾**

Name of contractor: _____

Date: _____

Name of member of the consortium contractor (if any): _____

Contracts for the supply of goods not fulfilled due to fault of the contractor in the past in accordance with Clause 2.1 Section 2 Chapter III

No contract Supply of goods not fulfilled through bidder's fault as of January 1, 2022 in accordance with Criterion 1 in the Evaluation Standards for Competence and Experience under Clause 2.1, Section 2, Chapter III.

There is a contract Supply of goods not fulfilled through bidder's fault as of January 1, 2022 in accordance with the Evaluation Standards for Competence and Experience under Clause 2.1 Section 2 of Chapter III.

Year	Scope of work not fulfilled	Contract description	Total contract value (value, currency, exchange rate, equivalent value in VND)
		Contract Description: _____ Name of Investor: _____ Address: _____ Causes of non-fulfillment of the contract: _____	

Legitimate representative of the bidder
[name, position, signature and stamp]

Notes:

(1) The Bidder must accurately and truthfully declare contracts for the supply of goods that were not fulfilled through fault of the Bidder in the past. In case Vietsovpetro discovers that the bidder has a contract for the supply of goods that is not fulfilled due to fault of the bidder in the past which was not declared, the bidder is deemed to have committed fraud and its bid proposal shall be disqualified. For a consortium bidder, each member of the consortium must declare using this form.



BIDDER'S HISTORICAL FINANCIAL PERFORMANCE¹

Bidder's name: _____

Date: _____

Name of Consortium member (if any): _____

Financial Data for Previous 3 Years ² [VND/USD]:		
2022÷2024		
Year 1 (2022)	Year 2 (2023)	Year 3 (2024)

Information from balance sheet

Total assets			
Total liabilities			
Net worth			
Current assets			
Current liabilities			
Working capital			

Information from Income Statement

Total turnover			
Average annual turnover from business activities ³			
Profits before taxes			
Profits after taxes			

Attached are copies of financial statements (balance sheets, including all related notes and income statements) for the last **03 years⁴**, as indicated above, complying with the following conditions:

- All such documents reflect the financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries or affiliates.
- Historic financial statements must be audited in accordance with the applicable laws and regulations.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited. Attached with notarized copies one of following original documents:
 - Tax finalization inspection report.
 - Declaration form of self tax finalization report (VAT and CIT) confirmed by the Tax department/ District tax department at the time of submitting the declaration form.
 - Proper documentation in which the bidder has declared the electronic tax finalization.
 - Confirmation in writing from tax department/ district tax department (confirmed the cumulative payment for full year) about complying paying tax duty.
 - Audited report
 - Other documents

Legitimate representative of the bidder



Note:

(1) In case of Consortium Bidder then each member of Consortium Bidder must declare according to this Form.

(2), (4) The period stated here should be the same as the period indicated under Criterion 2.1 of Chapter III (Bid Evaluation Criteria).

In case Bidder has less than the number of years of establishment as required in ITB, the average annual turnover is calculated on the number of years that Bidder has been established.

(3) To determine average annual turnover from business activities, the Bidder will divide total turnover from business activities in years to number of years based on supplied information.



SCOPE OF WORK USING SUB-CONTRACTORS¹

No.	Name of sub-contractor ²	Scope of work ³	Amount of work ⁴	Value estimated ⁵	Contract or agreement document with sub-contractor ⁶
1					
2					
3					
4					
...					

Legitimate representative of the bidder
[name, position, signature and stamp]

Note:

¹ Applying this form in case of using sub-contractors.

² Bidder specifies the sub-contractor's names. In case at the moment at participating in bid, the sub-contractors have not yet been identified, bidders do not have to provide information in this column, but it should be declared in the column "Scope of work". After that, if bidder is being successful, since the sub-contractors mobilized for implementing the work have to be approved by the Vietsovpetro.

³ Bidder specifies name and work description for the sub-contractor.

⁴ Bidder specifies the scope of work for the sub-contractor.

⁵ Bidder specifies the value of work percentage which the sub-contractor undertakes compared to the bidding price.

⁶ Bidder specifies the contracts number or agreement documents, the bidder should submit the original or notarized copy of these documents.



LIST OF SPECIALIZED SUB-CONTRACTORS¹

Bidder must provide the proof evidence which meets requirements prescribed at Point 2.3 Chapter III, Bid Proposal Evaluation criteria.

STT No	Name of specialized subcontractor²	Scope of work³	Amount of work⁴	Percentage value estimated⁵	Contract or agreement document with specialized sub-contractor⁶
1					
2					
3					
4					
...					

Legitimate representative of the bidder
[name, position, signature and stamp]

Note:

¹ Applying this form in case of using sub-contractor.

² Bidder specifies the specialized sub-contractor's name.

³ Vietsovpetro specifies names and work description that are implemented by the specialized sub-contractor.

⁴ Bidder specifies the scope of work assigned to the specialized sub-contractor.

⁵ Bidder specifies the value of work in percentage which the specialized sub-contractor undertakes to perform, compared to the bidding price.

⁶ Bidder specifies the contract numbers or agreement documents, the bidder should submit the original or notarized copy of these documents.



**LIST OF SUBSIDIARIES AND MEMBER COMPANIES DELIVERING WORK IN THE
BID PACKAGE ⁽¹⁾**

No.	Name of subsidiary/ member company ⁽²⁾	Scope of work ⁽³⁾	Value (% out of bid value) ⁽⁴⁾	Notes
1				
2				
...				

Legitimate representative of the bidder
[name, position, signature and stamp]

Notes:

(1) In the case the contractor participating in bidding, being a parent company (for example, the Corporation), mobilizes its subsidiary or member company to deliver part of the work in the bid package, it must be specifically declared in this table. The evaluation of experience and competence of the bidder is based on the value and volume of work delivered by the parent company, subsidiary and member company in the bidding package. In case the bidder participating in bidding is not the parent company, this Form shall not apply.

(2) Specify the name of the subsidiary or member company.

(3) Specify the work delivered by the subsidiary or member company.

(4) Specify how many % the value of work delivered by the subsidiary or member company accounts for in the total bid proposal value.



SUMMARY OF BIDDING PRICE*(Apply for international bidding)*

Stt	Content	Bid price
1	Goods manufactured, processed outside Vietnam	(M ₁)
2	Goods domestically manufactured, processed or goods manufactured, processed outside Vietnam, but already imported and being offered in Vietnam	(M ₂)
3	Related services	(I)
	Total bidding price (Transfer to Application for Biding form)	(M₁) + (M₂) + (I)

**Legal representatives of bidder
(name, position, signature and stamp)**



**BIDDING PRICE SCHEDULE OF GOODS MANUFACTURED, PROCESSED
OUTSIDE VIETNAM**

FOR BLOCK 09-1

1	2	3	4	5	6	7	8	9
Line item	Description of goods	Part number/ model of goods	MNF	CO	Unit	Required quantity	Unit price	Extended Price per line item (Col. 6x7)
1							
2							
							
*	<p><i>Total bidding price of goods including taxes, fees, charges (if any) arisen inside Vietnam and shall be taken into consideration exemption of import tax and VAT for imported goods from using List of exempted goods available for Vietsovpetro in Block 09-1.</i></p> <p><i>(Transfer to the Summary of Bidding Price Form)</i></p> <p>Note:</p> <ul style="list-style-type: none"> - Request to describe all the works and the Goods following requirements in Scope of supply indicated in Technical requirement (attached). - Request to breakdown value for each line item and for all items in Scope of supply. 							M1

**Legal representatives of bidder
(name, position, signature and stamp)**

Notes:

Col. (1), (2), (6), (7): In accordance with List of goods stipulated in Attachment 01: Scope of Supply in Part 4 – Appendices;

The bidder offers in Col. (3) (4) (5) (8) (9).

For Vietnamese Bidders: The Bidders are requested to offer price on delivery to **Vietsovpetro warehouse, Ho Chi Minh city, S.R. Viet Nam**, including taxes, fees, charges (if any) arisen inside Vietnam and shall be taken into consideration exemption of import tax and VAT for imported goods from using List of exempted goods available for Vietsovpetro in Block 09-1.

For Foreign Bidders: The Bidders are requested to offer price on delivery term: CFR Vietsovpetro Port, Ho Chi Minh city, S.R. Viet Nam, Incoterm 2020. *Bidders must clearly state in the offered price, as followings:*

- *Bidder intends to use inland transportation to delivery the goods from any discharge port in Vietnam to Vietsovpetro port: Yes/No*
- *If Bidder declares its attention to use inland transportation to deliver the goods from discharge port in Vietnam to Vietsovpetro port, Vietsovpetro will calculate and add FCWT into the offered price for comparison and evaluation.*
- *If Bidder declares NOT to use inland transportation to transport the goods to Vietsovpetro port, or makes no statement in this regard, Vietsovpetro will not calculate and add FCWT into the offered price for comparison and evaluation. Bidder shall acknowledge that, if any inland transportation is used during performance of Contract (if awarded to Bidder), Bidder will be subject to FCWT according to the applicable regulations of S.R Vietnam. FCWT incurred will be deducted from payment by Vietsovpetro*

When participating in bidding, all bidders have to take responsibility of researching, calculating and offering sufficient tax, fees, charges (if any) in response to tax rates, expenses, fees at the time 28 days prior to the stipulated deadline for bid submission.

In case the bidder announces the bidding price not including taxes, fees, charges then the Bid Proposal of the bidder will be rejected.



**BIDDING PRICE SCHEDULE OF GOODS DOMESTICALLY MANUFACTURED,
PROCESSED OR GOODS MANUFACTURED, PROCESSED OUTSIDE VIETNAM,
BUT ALREADY IMPORTED AND BEING OFFERED IN VIETNAM**

1	2	3	4	5	6	7	8
Line item	Description of goods	Unit	Required quantity	MNF, Country of origin, Part number, model of goods	Unit price	Extended Price per line item (Col. 4x6)	Taxes, fees, charges (if any)
1	<i>Goods 1</i>					A1	T1
2	<i>Goods 2</i>					A2	T2
n	<i>Goods n</i>					An	Tn
Total bidding price of goods not including taxes, fees, charges (if any)						A=A1+A2+...+An	
Total value of taxes, fees, charges (if any)							T=T1+T2+...+Tn
Total bidding price of goods including taxes, fees, charges (if any) (Transfer to the Summary of Bidding Price Form)						M₂=A+T	

Legal representatives of bidder
(name, position, signature and stamp)

Notes:

Detailed T1, T2, Tn (type, calculation).

Col. (1), (2), (3), (4): In accordance with List of Goods stipulated in Attachment 01: Scope of Supply in Part 4 – Appendices.

The bidder offers at Col. (5) (6) (7) (8). The bidder offers unit price at col (6), including necessary expenses to supply goods in response to requirements of Vietsovpetro, not including tax, fees, charges (if any) offered at col (8).

Col. (8) includes all tax, fees, charges (if any). When participating in bidding, bidders have to take responsibility of researching, calculating and offering sufficient tax, fees, charges (if any) in response to tax rates, expenses, fees at the time 28 days prior to the stipulated deadline for bid submission. In case the bidder announces the bidding price not including taxes, fees, charges then the Bid Proposal of the bidder will be rejected.

BIDDING PRICE SCHEDULE OF RELATED SERVICES

1	2	3	4	5	6	7	8
No	Description of Services	Required quantity	Unit	Place where services will be performed	Final completion date	Unit price	Extended price per Service (Col. 3x7)
I	Onshore Technical service						
						
II	Offshore technical service						
						
III	Training (if any)						
						
IV	Other services (if any)						
1							
2							
Total bidding price of related services not including taxes, fees, charges							
Taxes, fees, charges							
Total bidding price of related services including taxes, fees, charges (if any) (Transfer to the Summary of Bidding Price Form)							(I)

Legal representatives of bidder
(name, position, signature and stamp)

Notes:

Col. (1) (2) (3) (4) (5) and (6): In accordance with Table of Related Services stipulated in Article 1 Part 2 - The scope of supply's Requirement.

The bidder offers Col. (7) and (8).

Foreign bidders have to clearly state that whether the offered price includes Foreign Contractor Withholding Tax (FCWT). If the offered price has not included, Vietsovpetro will calculate and add FCWT into the offered price for comparison and evaluation.



**BIDDING PRICE OF GOODS (OPTIONAL SCOPE)
FOR GOODS MANUFACTURED, PROCESSED
OUTSIDE VIETNAM**

1	2	3	4	5	6	7	8	9	10	11	12
Line item	Description of goods	Part number/model of goods	MNF	CO	Unit	Required quantity	Unit price	Extended Price per line item (Col. 7x8)	Import tax	VAT (10%)	Total Price including all taxes
	Priced list of recommended spares for 2 years' operation. <i>(i.e.: as stated in Technical Requirement)</i> <i>Detailed list of spares part and prices shall be provided:</i>										
1
2	...										
	Total bidding price							...			
	Import tax								...		
	VAT 10%									...	
	Total bidding price including all taxes										M1
	<i>(Transfer to the Summary of Bidding Price Form)</i>										

Legal representatives of bidder

(name, position, signature and stamp)

Note:

Refers to Notes in Form 12A



**BIDDING PRICE OF GOODS (OPTIONAL SCOPE)
FOR GOODS DOMESTICALLY MANUFACTURED, PROCESSED OR GOODS
MANUFACTURED, PROCESSED OUTSIDE VIETNAM, BUT ALREADY IMPORTED
AND BEING OFFERED IN VIETNAM**

1	2	3	4	5	6	7	8
Line item	Description of goods	Unit	Required quantity	MNF, Country of origin, Part number, model of goods	Unit price	Extended Price per line item (Col. 4x6)	Taxes, fees, charges (if any)
1	<i>Goods 1</i>					A1	T1
2	<i>Goods 2</i>					A2	T2
n	<i>Goods n</i>					An	Tn
Total bidding price of goods not including taxes, fees, charges (if any)						A=A1+A2+...+An	
Total value of taxes, fees, charges (if any)							T=T1+T2+...+Tn
Total bidding price of goods including taxes, fees, charges (if any) (Transfer to the Summary of Bidding Price Form)						M₂=A+T	

Legitimate representative of the bidder
[name, position, signature and stamp]

Note:

Refer to Notes in Form 12B



DECLARATION OF PREFERENTIAL GOODS ⁽¹⁾

No.	Item	Origin <i>[name of country, origin, marks and numbers, model/PN, manufacturer]</i>	Goods with domestic production cost of 25% or higher		Domestic cost declaration	
			Yes	No	Form 15B	Form 15C
	(1)	(2)	(3)	(4)	(5)	(6)
1	Goods 1		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Goods 2		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
...	...					
n	Goods n		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Legitimate representative of the bidder
[name, position, signature and stamp]

Notes:

(1), (2): The bidder fills consistently with Form No. 15B or Form No. 15C

(3), (4): The bidder checks the correct box for each goods.

(5), (6): For goods with a domestic production cost of 25% or higher, the contractor either declares the cost of domestic production using Form 15B (declaration of cost of import) or Form 15C (declaration of production cost in Vietnam).



**DECLARATION OF DOMESTIC PRODUCTION COSTS FOR PREFERENTIAL
GOODS**

(in the case of declaring cost of import)

No.	Item	Offered price in Bid proposal	Taxes	Cost of import	Cost of domestic production	Cost of domestic production (%)
		(I)	(II)	(III)	$G^* = (I) - (II) - (III)$	$D(\%) = G^*/G$ where đó $G = (I) - (II)$
	(1)	(2)	(3)	(4)	(5)	(6)
1	Goods 1					
2	Goods 2					
...	...					
n	Goods n					

Legitimate representative of the bidder
[name, position, signature and stamp]

Notes:

(1): The bidder fills in the checked goods in column (3) and (5) of Form No. 15A.

(2): The bidder fills in the unit price offered (including all taxes, fees, charges (if any)).

(3), (4): The bidder self-declares.

(5), (6): The bidder fills.



DECLARATION OF DOMESTIC PRODUCTION COST FOR PREFERENTIAL⁽¹⁾
(in the case of declaring production costs in Vietnam)

STT No.	Tên hàng hóa Item	Offered price in Bid proposal	Taxes ⁽²⁾	Cost of domestic production	Cost of domestic production (%)
		(I)	(II)	G*	$D(\%)=G^*/G$ where $G = (I) - (II)$
	(1)	(2)	(3)	(4)	(5)
1	Goods 1				
2	Goods 2				
...	...				
n	Goods n				

Legitimate representative of the bidder
[name, position, signature and stamp]

Note:

- (1): The bidder fills in the checked goods in column (3) and (6) of Form No. 15A.
- (2): The bidder fills in the unit price offered (including all taxes, fees, charges (if any)).
- (3), (4): The bidder self-declares.
- (5): The bidder fills;



PART 2. TECHNICAL REQUIREMENTS

Chapter V. Technical Requirements

(Refers to attachment in Part 4.Appendices)



PART 3. CONDITIONS OF CONTRACT AND CONTRACT FORMS

FORM 16. Letter of Proposal Acceptance and Contract Award

FORM 17. Contract form



LETTER OF PROPOSAL ACCEPTANCE AND CONTRACT AWARD

_____,day ____ month ____ year ____

To: _____ [*name and address of awarded Contractor, hereinafter referred to as "Contractor"*]

Subj: Notification of Proposal Acceptance and Contract Award

Dear Sir/Madam,

In accordance with the Letter of Invitation to Tender (ITB No.) regarding tender process, we would like to notify that you are the tender winner for the items listed hereunder (scope of supply) based on the following basic terms and conditions:

- Scope of Supply:
- Total price: – CFR Vietsovpetro port, Vungtau City, S.R.Vietnam.
- Delivery time: *days* from the date of Letter of Award / contract signing.
- Payment condition: TT / LC.

As soon as possible but not later than 07 working days from the date signing this Purchase Order, you should open the Performance Bond which is issued by banks / branches legally operated in Vietnam with amount 08% (eight percents) of Purchase Order and send to Vietsovpetro. The validity of the Guarantee is equal to the delivery time plus 60 calendar days.

Please acknowledge the receipt of this letter and send us your acceptance / comments as soon as possible but not later than 02 working days from the date of this letter.

Looking forwards to receiving your favorable reply.

LEGAL REPRESENTATIVE OF THE EMPLOYER

[*Full name, title, signature and stamp*]



THƯ CHẤP THUẬN HỒ SƠ DỰ THẦU VÀ TRAO HỢP ĐỒNG

Kính gửi: [ghi tên và địa chỉ của Nhà thầu trúng thầu, sau đây gọi tắt là “Nhà thầu”]

Về việc: Thông báo chấp thuận hồ sơ dự thầu và trao hợp đồng

Liên doanh Việt-Nga Vietsovpetro xin thông báo LD/ Quý Công ty trúng thầu: ... - Gói thầu số ... , với các nội dung chính như sau:

- Phạm vi cung cấp: ...
- Giá giá trị trúng thầu: ... Trong đó:
 - + Tổng giá trị các mục hàng NK (sử dụng quota của VSP): Mục ... là: ... – Giá trị này không bao gồm thuế NK & thuế GTGT của giá trị hàng hóa NK ghi trên tờ khai Hải quan, nhưng đã bao gồm thuế, phí, lệ phí phát sinh trong Lãnh thổ Việt Nam. Quý Công ty được sử dụng quota của VSP (lô 09-1) để nhập khẩu hàng hóa và miễn thuế theo Hiệp định.
 - + Tổng giá trị mục hàng trong nước (Các mục ... - đã bao gồm VAT) là: ...
- Thời hạn giao hàng: ... ngày lịch kể từ ngày Vietsovpetro gửi thư thông báo trúng thầu.
- Năm sản xuất: ...
- Điều kiện giao hàng: Hàng giao tại kho Vietsovpetro, tại Tp. Hồ Chí Minh.
- Điều kiện thanh toán: 100% chuyển khoản.
- Chứng chỉ cho hàng hóa: ...

Để thực hiện các công việc tiếp theo, trong vòng 07 ngày làm việc sau ngày ký hợp đồng, Bên B phải nộp giấy bảo lãnh thực hiện hợp đồng được cấp bởi Ngân hàng có uy tín. Giá trị Bảo đảm thực hiện hợp đồng bằng ...% tổng giá trị hợp đồng. Giấy bảo lãnh này có hiệu lực bằng thời hạn giao hàng cộng thêm 60 ngày lịch.

Nếu quá thời hạn theo yêu cầu mà Vietsovpetro không nhận được Bảo đảm thực hiện hợp đồng theo quy định thì sẽ được hiểu Quý công ty từ chối hoàn thiện hợp đồng, không đáp ứng yêu cầu của Vietsovpetro và sẽ bị loại, đồng thời Quý công ty sẽ không được nhận lại bảo đảm dự thầu.

Trong thời hạn **03 ngày** kể từ ngày công văn này, đề nghị Quý công ty gửi công văn xác nhận về nội dung nêu trên.

Trân trọng!

Đại diện hợp pháp của Bên mời thầu

[ghi tên, chức danh, ký tên và đóng dấu]

Contract form

CONTRACT No. _____

**BETWEEN
VIETSOVPETRO
AND**

**FOR PROVISION OF
GOODS**

**HO CHI MINH CITY
DATE:** _____



GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions.

As used in this Contract:

- 1.1 Company means Vietsovpetro, as specified in the Purchase Order;
- 1.2 “Purchase Order” means the documented Agreement between the Company and the Contractor, including all attached appendices and documents; herein called PO.
- 1.3 “Contractor” means the bidder who has been awarded PO by the Company (either Independent or Consortium Contractor) and is specified in the PO;
- 1.4 “Subcontractor” means a person, or entity, Contractor whose name is proposed in the list of subcontractors by the Contractor in the Proposal or who carries out any part of work proposed by the Contractor in the Bid Proposal. Subcontractor enters into the PO with the Contractor to perform part of work, as specified in the Proposal and accepted by the Company;
- 1.5 “PO Documents” means the documents listed in the PO, including any amendments, addendums thereto;
- 1.6 “PO Price” means the total price as specified in the PO for supplying Goods (and Related Services). PO Price include all taxes, fees and charges (if any).
- 1.7 “Date” means calendar day; “Year” means 365 days;
- 1.8 “Goods” means all of the machinery, equipment, commodities, spare parts, raw materials, consumer goods, medical material used at medical facilities;
- 1.9 “Related Services” means the services such as warranty, maintenance, overhaul, repair, supply of spare parts and/or other after-sale services including training, technology transfer;
- 1.10 “Completion” means the fulfillment of the Related Services by the Contractor in accordance with the terms and conditions set forth in the Contract;
- 1.11 “The Project Site” means the place named in the PO.

2. Order of precedence

The documents forming the Contract is arranged in the following order of precedence:

- 2.1 PO, including all Appendix;
- 2.2 Letter of Proposal Acceptance and Contract Award;
- 2.3 Bidding Result Approval;
- 2.4 General Conditions of Contract (GCC);
- 2.5 Proposal and Clarifications (if any);
- 2.6 Invitation for Bid and Bulletins (if any);
- 2.7 Any other document listed in the PO.

3. Governing law and Language

The Contract shall be governed by and interpreted in accordance with the laws of the Socialist Republic of Vietnam. The Contract shall be written in English.

4. Notice

- 4.1 Any notice from one Party to another relating to the Contract shall be conducted in writing, to addresses specified in the PO.
- 4.2 A notice from one Party shall be considered as effective from the date the other Party receives it or from the effective date as specified in the notice, whichever comes later.

5. Performance Bond

- 5.1 Performance Bond shall be submitted to the Company no later than the date specified in Letter of Proposal Acceptance and Contract Award. Performance Bond shall be issued in one of following forms:
 - a) Submit a performance bond issued by a legally domestic bank or foreign bank’s branch established under Vietnamese law;



- b) Submit the certificate of guarantee insurance from a domestic non-life insurance enterprise or a branch of a foreign non-life insurance enterprise established under Vietnamese law.
The Performance Bond specified in Point a and b of this Clause is an unconditional guarantee (paid upon request), according to the form specified in the PO.

5.2 Validity and formality is specified in the PO.

5.3. The Performance Bond will be paid to the Company to compensate for any loss arising from the Contractor's failure to fulfill their contractual obligations.

5.4 The return of Performance Bond is specified in the PO.

6. Subcontractor

6.1 The Contractor is allowed to sign contracts with Subcontractors in the List of proposed subcontractors specified in the Contract to perform part of work stated in the Proposal. The use of subcontractors shall not relieve the Contractor from any of his obligations. The Contractor shall take full responsibilities for work load, quality, progress and other responsibilities for work performed by Subcontractors.

The changing, supplement of subcontractors onto List of subcontractors shall be only conducted with reasonable grounds and Company's approval.

6.2 Contractor is not allowed to use subcontractors for other work which are not stated in the Bid Proposal.

6.3 Other requirements for subcontractor are specified in the PO.

7. Settlement of Disputes

7.1 The Company and the Contractor shall make every effort to resolve amicably by negotiation any disagreement or dispute arising between them.

7.2 If the dispute has not been resolved by such mutual negotiation within the specified duration in the PO from the date on which dispute arose, then either party may ask to commence arbitration under the dispute resolution mechanism, as specified in the PO.

8. Scope of Supply

Goods (and Related Services) shall be supplied as specified in Appendix No. 01 – Scope of Supply, which is considered as an integral part of this PO, including types of goods (and Related Services) supplied by the Contractor and their unit prices.

9. Delivery Schedule of Goods, Completion Date of Related Services (if any) and Documentations

Delivery Schedule of Goods, Completion Date of Related Services (if any) must be performed according to the provisions of the PO. The Contractor must provide invoice and other documents as described in the PO.

10. Contractor's Responsibilities

Contractor shall supply all Goods (and Related Services) (if any) in accordance with the Scope of Supply in accordance with GCC Clause 9, and follow the Delivery Schedule of Goods (and Completion Date of Related Services), as per GCC Clause 10.

11. Type of Contract and Contract Price

Type of contract: is specified in the PO.

Contract Price specified in the PO covers all expenses for complete supplying Goods (and Related Services) stated in the Price schedule of the PO.

12. Tax Adjustment

Tax adjustment are carried out in accordance with the PO.

13. Advance Payment



- 13.1 The Company shall make advance payment to the Contractor with an amount stated in the Contract upon provision of Advance Payment Guarantee by the Contractor, with the value equal to the advance payment. The Advance Payment Guarantee shall be issued by a bank or credit organizations legally operating in Vietnam and shall remain effective until the advance payment has been repaid; the value of the Advance Payment Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be applied on the advance payment.
- 13.2 The Contractor is to use the advance payment only for the purpose of executing the Contract. The Contractor has to prove that advance payment has been used for the right purpose by providing copies of invoices or other relevant documents to the Company. The Contractor shall be deprived of advance payment if advance payment is not used correctly.

14. Payment

- 14.1 Payments are made in accordance with the PO.
- 14.2 The payment currency shall be VND/USD/EUR in accordance with the PO.

15. Copyright

Contractor shall take full responsibility for all damages arising from a third party's appeal against copyright violation of intellectual property relating to Goods supplied by Contractor to Company.

16. Use of documentations and information relating to Contract

- 16.1 Without Company's prior permission in writing, Contractor is not allowed to disclose Contract content, as well as technical specification, drawings, types and information of Goods provided by Company or Company's representatives to any people who is not related to the Contract performance. The provision of information shall be undertaken confidentially and within necessary scope for contract performance.
- 16.2 Without Company's prior permission in writing, Contractor shall not use any documents, data, and other information stated in GCC Clause 17.1 for any purposes unrelated to the contract.
- 16.3 Documents stated in GCC Clause 17.1 belong to Company's ownership. Against request from Company, Contractor shall return these documents (including copies) to Company after accomplishing his obligations.

17. Technical Specifications and Standards

Goods (and Related Services) supplied under this Contract shall conform to the technical specifications and standards mentioned in Appendix No. 01 - Scope of Supply; and when no applicable specification or standard is mentioned, the applicable specification or standard shall be equivalent or superior to the official standards currently applied in the Goods' country of origin.

18. Packing

The Contractor shall provide such packing of the Goods as is required in the PO and is suitable with each type of transportation means during transit to their final destination. The packing shall be sufficient to prevent the Goods from damage or deterioration due to rough handling and other environmental impacts. Packing case size and weights shall take into consideration the conditions of transportation such as distance, type of transport mean, infrastructure, etc. from origin to specified destination.

19. Insurance

Goods supplied in the Contract shall be fully insured to cover losses or damages occurred in production process, transportation, stocking and delivery as described in the PO.

20. Transportation and Incidental Services

Conditions about Transportation and Incidental Services are specified in the PO.

21. Goods Inspections and Testing

The Contractor must test and take inspection of Goods and related services relevant to the provisions of the Contract and bear all testing and inspection costs according to the provisions of the Contract.

22. Damages



Damages are specified in the PO.

23. Warranty

The Contractor warrants that all the Goods supplied under Contract are new, unused, and the quality is in accordance with manufacture standard, unless otherwise provided in the Contract. The Contractor further warrants that the Goods shall be free from defects that cause problems under normal use.

Warranty period and place for the Goods is specified in Article 9 of the PO.

24. Force Majeure

24.1 For purposes of this Clause, “Force Majeure” means events beyond the control and foreseeability of the parties, such as wars, revolutions, fires, natural disaster, floods, epidemics, quarantine restrictions.

If a Force Majeure situation arises, the affected party shall promptly notify the other party in writing of such condition and the cause thereof. The affected party also has to give given by authorised organisation in the place of event.

During the Force Majeure, Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In this case, the Company shall consider reimbursing the Contractor necessary and reasonable additional and necessary costs beared by the Contractor.

24.2 Neither the party shall be liable for forfeiture of its Performance, liquidated damages, or if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

In case dispute arising due to Force Majeure shall be resolved according to GCC Clause 7.

25. Amendment, Addendum of Contract

25.1 Amendments to the Contract shall be applied in the following cases:

- (a) Changes in drawings, designs, or technical requirements, where Goods to be furnished under the Contract are to be specifically manufactured for the Company;
- (b) Changes in method of goods transportation or packing;
- (c) The place of delivery;
- d) Changes of related services;
- (e) The schedule of delivery.

25.2. In case the amendment, addendum to the work content of the contract specified in Clause 25.1 GCC change the cost or implement time of any terms in the contract, price or delivery time and the completion date of the relevant service must be make corresponding adjustments and the two parties will amend the contract. The Contractor's request to adjust the contract's price, delivery time or completion date must be made within 28 days from the date the Contractor receives the Company's request to amend the scope of work.

25.3. In case the Contractor provides goods with a new version of the same manufacturer, the same origin, with technical requirements, configuration, parameters... equivalent or better than the version that the Contractor proposed in their proposals, the Contractor must notify the Company in writing for the Company's consideration. In this case, based on usage needs, the Company could accept the Contractor's proposal provided that the unit price and other terms and conditions of the contract remain unchanged.

25.4. In case of performing related services that has not stated in the contract, the Company and Contractor will negotiate to ensure the unit price is consistent with the market price.

25.5. The Company and the Contractor will negotiate to sign a contract's amendment in case of amendments. All transactions during the implementation of the Contract are made in writing



by the Parties and sent by post or by fax number to the registered address or fax number of each Party specified in the Contract and email to the email address according to the form in Appendix 4 (A, B) attached.

In case the Contractor's proposal is accepted by the Company and it makes the reduce of the contract price, the Company shall pay the Contractor with the rate that specified in the Contract to the price reduction value. And if it makes the increase of the contract price, the Company shall pay the Contractor the arising value.

26. Amendment in Delivery Schedule

26.1. During the contract implementation time, in case of unfavorable conditions arise that prevents the Contractor or subcontractor from providing goods and performing related services as prescribed in Clause 8 GCC, The Contractor must promptly notify the Company in writing about the delay, reason, and duration of delay. Based on the Contractor's notice, the Company must quickly consider the situation and extend the contract. In case the Company agrees to extend the contract, the two parties will negotiate to sign amendments, supplement the contract.

26.2. Except the force majeure specified in Clause 24 GCC, if the Contractor delivers the Goods or completes related services lately, he is obliged to compensate the Company as prescribed in Clause 22 GCC.

27. Contract Termination

27.1. Contract Termination due to faults:

a) The Company may terminate partial or all of the Contract without prejudice to other remedies for breach of contract by informing the Contractor by letter about the breaches in the contract in the following cases:

(i) The Contractor cannot deliver the goods or part of the goods within the shipment time as specified in the contract, or within the extension period as specified in Clause 26 GCC;

(ii) The Contractor does not perform any other obligations under the contract;

(iii) The Company show that the Contractor violated one of the prohibited acts specified in Article 16 of the Bidding Law during the bidding process or contract implementation;

b) In case the Company terminates partial or all of the contract according to Point a of this Clause, the Company may purchase similar goods and related services that have not been performed according to the terms and conditions and methods. The Contractor shall be responsible for compensating the Company for arising costs from purchasing of such similar goods and services. However, the Contractor must continue to perform the part of the contract that was not terminated.

27.2. Contract Termination due to insolvency

In case the Contractor goes bankruptcy or becomes insolvency, the Company may terminate the contract at any time by sending notice to the Contractor. In such case, the Contract shall terminate and the Contractor shall not be entitled to compensation provided that termination shall not fact or prejudice any rights of action or remedy of the Company at any time.

28. Patent Breach Compensation

The Contractor warrants, represents and covenants that the Goods and the sale and use thereof do not infringe directly or indirectly any valid patent and Contractor agrees, at its cost and expense, to indemnify and hold Company free and harmless from and against any and all costs, expense, liabilities or damages, including attorneys' fees, arising out of alleged or actual patent, infringement resulting from the sale or use of the Goods.



PLACE: HO CHI MINH, S. R. VIETNAM

DATE: _____

This Contract is made between:

VIETSOVPETRO

105, LELOI STREET, HO CHI MINH CITY, S. R. VIETNAM.

Tel.: +84.254.3839871/3838662

Fax.: +84.254.3838655/56

Hereinafter referred to as “BUYER” of the one Party.

And:

Hereinafter referred to as “SELLER” of the other Party.

The Parties have agreed to sign this Contract on the following terms and conditions:

ARTICLE 1: OBJECT OF THE CONTRACT

SELLER agrees to sell and BUYER agrees to buy, hereinafter referred to as the “GOODS”, with description, specification, scope of supply and scope of works as described in this Contract and its Appendices.

The GOODS including all necessary equipment, accessories, spare parts and materials to be delivered (as specified in Appendix No. 1 of this Contract) are hereinafter called the “GOODS”.

- The Goods are 100% brand new, unused and manufactured in ___ and/or upward.
- Detailed descriptions, specifications of the Goods are as described in the references of this Contract, such as: SELLER’s Technical Proposal ref No. ____; BUYER’s Technical Requirement ITB _____.

ARTICLE 2: THE CONTRACT PRICE

- 2.1. The detailed break down prices are specified in Appendix No. 1 of this Contract.
- 2.2. The Contract Price is USD _____
(In words: _____ only).
- 2.3. Price for the GOODS delivered under this Contract is on the terms of CFR Vietsovpetro Petroleum Port (Vietsovpetro Port), S. R. Vietnam - Incoterms 2020 , except otherwise stated in this Contract. Price is firm and not subject to any alteration by any parties for the whole period of the Contract validity and includes not subject to any alteration by any parties and includes value of the GOODS, packing, marking, painting, assembling, testing, inspection, certificates and all other necessary fees, expenses for performance of this Contract, includes but not limited to: costs for engineering (design), fabrication, Factory Acceptance Test (FAT), for supervision of offshore Commissioning Activities, for training service, fees for export license (if necessary); charges for getting approval of design, manufacturing and testing for for GOODS from Certifying Agent, personal income tax, guarantee obligations etc... in



accordance with terms and conditions of this Contract as well as all duties, taxes levied in connection with the performance of this Contract outside BUYER's country. The Contract price does not include Foreign contractor tax for Goods in Vietnam.

- 2.4. The value for Expenses for BUYER's personnel (Schedule of Price) shall be subject to BUYER's need, based on unit prices and actual mandays and air tickets used.

ARTICLE 3: IMPLEMENTAL TIME OF CONTRACT/ OR DELIVERY OF GOODS:

- 3.1 Implemental time of contract (*GOODS/or/ and SERVICES*):

3.1.1. Delivery time of GOODS/or Equipments:

Delivery time of GOODS (including vendor data review, packing/handling, shipping, transportation, delivery,...): ASAP but not later than 150 *days* from the date of *issue LOI (dd/mm/yy)*

- The GOODS supplied under this Contract shall be delivered on basis of CFR Vietsovpetro Petroleum Port (Vietsovpetro Port)/ *or DAP VSP's warehouse, S. R. Vietnam, Incotems 2020.*

.....
3.1.2 Time of SERVICE's implement:

Total time of SERVICES's implement: Not later than 30 days from the date of the Buyer's Service request letter.

- 3.2. Schedule of Shipments:

- Shipment to be made *from* to Vietsovpetro port on the terms CFR Vietsovpetro port/ *DAP VSP's warehouse, Ho Chi Minh city, S.R Vietnam - Incoterms 2020, except the* otherwise stated in this Purchase Order.

Port of exit: _____ port.

Port of discharge: Vung Tau Petroleum Port (Vietsovpetro Port), *or DAP VSP's warehouse S. R. Vietnam.*

Total _____ shipments.

Partial shipment is allowed at Seller's care and account.

Transshipment is allowed at Seller's care and account/ *or Transshipment and multimodal transport is prohibited.*

Earlier shipment is allowed.

- 3.3 The Delivery Date is understood as:

- The date of Bill of Lading, consign to Vietsovpetro Joint Venture, marked "Freight prepaid", with destination to Vietsovpetro port, Ho Chi Minh City, S.R. Vietnam, provided the navigation period from _____ (Asia / European /USA...) Port to Vietsovpetro Petroleum Port, Ho Chi Minh City, S.R. Vietnam should not exceed 10/45/55 (ten / forty five / fifty five) days from the date of Bill of Lading.

- The date "Notice of readiness" issued by the Shipmaster on vessel's arrival date at discharge port minus 10/45/55 days, in case the navigation period from _____ Port to Vietsovpetro port, Ho Chi Minh City, S.R. Vietnam exceeds 10/45/55 days. This date shall be issued for the purpose of calculating the agreed and liquidated damages for delay in delivery as per *Article 9* of this Purchase Order.

- 3.4. The carrying vessel must have ISM Certificate.

- 3.5. SELLER has right to send equipments, instruments, materials by air. In this case, all the terms and conditions of this Contract shall be applied accordingly on the basis of CPT Tansonnhat Airport, Ho Chi Minh City, S. R. Vietnam.

- 3.6. SELLER shall be responsible for any extra transport, warehouse expenses and other charges incurred in connection with sending of the equipments, instruments, materials to the wrong discharge Port, prescribed in point 3.2 Article 3.



The Buyer shall carry out all inland transportation from other port to Vietsovpetro port, Ho Chi Minh City, S.R. Vietnam and these charges will be deducted from payment by the Buyer. In case the actual number of shipments exceeds the number specified in the Purchase Order, the Seller shall be responsible for all costs incurred for the shipments exceeding those stipulated in the Purchase Order, and these incurred costs shall be deducted from payment by the Buyer.

3.7. *If Seller does not clarify inland transportation in offered price:*

In case Seller discharge goods at any discharge port in S.R. Vietnam and then use inland transportation to deliver goods from any discharge port in S.R. Vietnam to Vietsovpetro port, Ho Chi Minh City, S.R. Vietnam, the Seller will be subject to Foreign contractor withholding tax (FCWT) according to the current regulations of S.R. Vietnam. FCWT incurred will be deducted from payment by the Buyer.

3.8. For the mode of transport by sea or by air, in case the first import border gate (which is the port of discharge stated on the bill of lading or the customs declaration) is not Vietsovpetro port, Vungtau City, S.R. Vietnam (the port specified in the Purchase Order) and incur inland transportation to the port specified, the Seller will be subject to Foreign contractor withholding tax (FCWT) according to the current regulations of S.R. Vietnam. Any extra transport, warehouse expenses, other charges and FCWT incurred will be deducted from payment by the Buyer.

ARTICLE 4: NOTICE OF DELIVERY

4.1. SELLER shall notify BUYER by fax/cable/telex as soon as possible, but not later than 01 day from the B/L date, the following information regarding the shipment:

- Contract number
- Name of cargo, quantity and value
- Number of cases, gross weight and measurement
- B/L number and date
- Port of exit and destination, ETD/ETA
- Address, telephone, fax of the shipping agent in Vietnam (if any).
- Any other special instructions which should call to BUYER's attention.

4.2. SELLER shall be responsible for any losses, expenses, which may be occurred due to incorrect notice of delivery from SELLER to BUYER.

ARTICLE 5: DELIVERY OF SHIPPING DOCUMENTS AND TECHNICAL DOCUMENTS.

5.1. Delivery of Shipping Documents (*in case of payment by L/C*):

Immediately but not later than 03 (three) days (except Saturday and Sunday, to be not counted) from the date of Bill of Lading of each shipment of GOODS, one set of the following documents in English shall be sent by courier service at SELLER's expenses to BUYER:

- 1) *Clean on board Bill of Lading* consigned to BUYER, marked "freight prepaid", evidencing shipment from _____ port to Vietsovpetro Petroleum Port (Vietsovpetro Port), S. R. Vietnam: 2/3 originals and 01 copy.
- 2) *Signed Commercial Invoice* issued by SELLER with the itemized and total pricing: 02 originals and 01 copy.
- 3) *Detailed Packing List* showing the contents of each case or lot, gross and net weight, covering the GOODS as specified in Appendix No. 1 to this Contract: 02 originals and 01 copy.
- 4) *Certificate of Origin for GOODS* issued by Chamber of Commerce/Competent Organisations of the Manufacturers' / Exporter countries: 02 originals and 01 copy / electronic provided web-link to check.
- 5) *Certificate of Quality and Quantity* issued by Manufacturer: 02 originals and 01 copy.
- 6) *Ingress Protection and Explosion Protection certificate*: 02 originals/ Electronic/ true copy and 01 copy.



- 7) *FAT report/ Test Report issued by Manufacturer: 02 originals/ Electronic and 01 copy.*
- 8) *Conformity certificates issue by recognized certifying agency (such as VR, BV, DNV, Lloyd's Register, ABS, UL,...) stated that system/ equipment suitable for offshore platform installation: 02 originals/ Electronic and 01 copy).*
- 9) *License Certificate (The copyright to use the Vendor's Software) for all of the software provided (if any): 02 originals/ Electronic and 01 copy.*
- 10) *Other Certificates (if any) as required in ITB.*
- 11) *Certificate of Warranty issued by SELLER: 02 originals and 01 copy.*
- 12) *Export License or Letter of SELLER stating that Export License is not necessary for export: 02 originals and 01 copy.*

All the copies of the documents shall be legible; otherwise the photocopies of the originals shall be furnished instead of copies. Any storage demurrage or other charges due to late or non-receipt of the documents in time by BUYER from SELLER or his forwarder shall be on SELLER's account.

5.1. *Delivery of Shipping Documents (in case of payment by T/T):*

Immediately but not later than 03 (three) days (except Saturday and Sunday, to be not counted) from the date of Bill of Lading of each shipment of GOODS, one set of the following documents in English shall be sent by courier service at SELLER's expenses to BUYER:

- 1) *Clean on board Bill of Lading consigned to BUYER, marked "freight prepaid", evidencing shipment from _____ port to Vung Tau Petroleum Port (Vietsovpetro Port), S. R. Vietnam: 3/3 originals and 01 copy.*
- 2) *Signed Commercial Invoice issued by SELLER with the itemized and total pricing: 03 originals and 01 copy.*
- 3) *Detailed Packing List showing the contents of each case or lot, gross and net weight, covering the GOODS as specified in Appendix No. 1 to this Contract: 03 originals and 01 copy.*
- 4) *Certificate of Origin for GOODS issued by Chamber of Commerce/Competent Organisations of the Manufacturers' / Exporter countries: 02 originals and 01 copy / electronic provided web-link to check.*
- 5) *Certificate of Quality and Quantity issued by Manufacturer: 02 originals and 01 copy.*
- 6) *Certificate of Quality and Quantity issued by Manufacturer: 02 originals and 01 copy.*
- 7) *Ingress Protection and Explosion Protection certificate: 02 originals/ Electronic/ true copy and 01 copy.*
- 8) *FAT report/ Test Report issued by Manufacturer: 02 originals/ Electronic and 01 copy.*
- 9) *Conformity certificates issue by recognized certifying agency (such as VR, BV, DNV, Lloyd's Register, ABS, UL,...) stated that system/ equipment suitable for offshore platform installation: 02 originals/ Electronic and 01 copy).*
- 10) *License Certificate (The copyright to use the Vendor's Software) for all of the software provided (if any): 02 originals/ Electronic and 01 copy.*
- 11) *Export License or Letter of SELLER stating that Export License is not necessary for export: 02 originals and 01 copy.*

All the copies of the documents shall be legible; otherwise the photocopies of the originals shall be furnished instead of copies. Any storage demurrage or other charges due to late or non-receipt of the documents in time by BUYER from SELLER or his forwarder shall be on SELLER's account.

5.2. *Delivery of Technical Documents:*

As soon as possible but not later than 15 days after the scheduled Delivery Date of the last shipment of GOODS, SELLER shall send to BUYER 03 complete sets (comprises of 01 original set and 03 copy sets, native files + soft copy in 01 USB thumb drive) in English language of following Technical Documents as VDRL:

- + AS BUILT Documentation
- + QA, QC Documentation
- + VENDOR documentation
- + OIM Documents of package, used for installation of the GOODS

- Operation and maintenance manuals for MAJOR EQUIPMENTS OF PACKAGE,
 - Procedure, instruction for offshore lifting and installation, tie in point, commissioning, start up, performance run test.
 - Parts Books / Lists,
- + Any other documents necessary as required in Technical Requirements.

ARTICLE 6: PACKING

- 6.1. All GOODS to be delivered in standard export packing, suitable to the nature of GOODS and mean of transportation.
- 6.2. Packing shall ensure safety of GOODS from damages and corrosion during transportation and suitable for crane operations and handling.
- 6.3. SELLER shall provide for each package a detailed packing list in English, indicating the Contract number, specification of items, gross and net weight.
- 6.4. One copy of the packing list in a waterproof envelope shall be put into each case with GOODS, the other copy in a waterproof envelope should be fastened to the outer side of the case.
- 6.5. SELLER is responsible for any kind of losses and/or damages of GOODS arising out from improper or insufficient packing, protection or painting of parts liable to corrosion and/or conservation. However, after the arrival of GOODS to BUYER's warehouse, SELLER is not responsible for any damage to the delivered GOODS due to BUYER's negligence in handling and storage.

ARTICLE 7: MARKING

- 7.1. Marking shall be done in the one side of each case containing GOODS.
- 7.2. The marking must be clearly done by indelible paint, in English language and not less than 05 (five) centimeters, unless restricted by the size of the case. Where necessary, SELLER shall conspicuously mark on the side of the package appropriate international marks according to the different characteristics and the requirements for transportation, loading, unloading, handling and storage of GOODS.
- 7.3. The marking consists of the following:
 - TOP
 - HANDLE WITH CARE
 - CONSIGNEE: VIETSOVPETRO, 105 Le Loi St., Ho Chi Minh, S. R. Vietnam.
 - CONTRACT No.: _____
 - CASE No. ____ (as applicable)
 - DIMENSIONS (CM)
 - GROSS WEIGHT (KGS)
 - NET WEIGHT (KGS):
 - PORT OF DESTINATION: Vietsovpetro Petroleum Port (Vietsovpetro Port), Ho Chi Minh city, S. R. Vietnam.
- 7.4. For the oversized packages (more than 10 (ten) M long), as well as the case weighing 500 kgs and more, or if the height of the case exceeds one meter, shall have the center of gravity clearly shown with bright indelible paint with sign (+) on the end and side faces of the cases.
- 7.5. The case number shall be indicated by a fraction, the numerator shows the ordinal number of the cases, and the denominator indicates the overall quantity of the cases into which completely delivered GOODS are packed.
- 7.6. SELLER is responsible for any extra transport and warehouse expenses incurred in connection with the sending of GOODS to a wrong address due to incomplete marking.

ARTICLE 8: GOODS' SURVEY AT BUYER'S WAREHOUSE



- 8.1 The survey at Buyer's warehouse of the received GOODS shall be made by Independent Inspection Company with issuing a Certificate of Quantity and Condition.
- 8.2 The Certificate of quantity and condition issued by Independent Inspection Company for the GOODS supplied under this Contract at Buyer's warehouse shall be legal document for Buyer to make claim to the Seller.

ARTICLE 9: DAMAGES

- 9.1. Should SELLER fail:
 - a) to deliver GOODS by Delivery Date as specified in Article 3 of this Contract and/or
 - b) to fulfill his guarantee obligation as specified in Article 14;
 - c) to perform the Technical service on schedule as specified in Article 13 of this Contract;Then the below delay penalty shall be applied:
 - 9.1.1. For the delay of delivery of GOODS and delay of elimination of defects within guarantee period, SELLER shall pay to BUYER the agreed and liquidated damages at the rate of 1.0% (one percent) of the value of the delayed items of GOODS per week for first two weeks of delay, commencing from Delivery Date and at the rate of 1.5% (one and half percent) of the value of the delayed items of GOODS for each subsequent week of delay. The maximum amount of the Agreed and Liquidated Damages for delay in delivery shall not exceed 8% (eight percent) of the value of the delayed items of GOODS.
 - 9.1.2. For the delay of commencement, completion of SERVICES, SELLER shall pay to BUYER the agreed and liquidated damages at the rate of 0.5% (zero point five percent) of the value of SERVICES of the contract per day (calculated per day of delay for Mob and the time of completion of SERVICES). The maximum amount of the Agreed and Liquidated Damages for delay shall not exceed 8% (eight percent) of the value of SERVICES.
- 9.2. Delay in delivery / insufficient quantity :
 - 9.2.1. If Seller delays the delivery of goods in excess of 60 calendar days in comparison to the the delivery date specified in Article 3.1 of this Purchase Order, except the Force majeure circumstances, the Buyer shall be entitled to:
 - a) Assign a third party capable of providing goods/ goods with services. In this case, Seller shall be responsible for signing a contract with the assigned party to continue the work provided to Buyer.Or;
 - b) Directly sign the contract to purchase goods/ goods with services of the Third party to continue the work of the Purchase Order. In this case, Seller shall pay the difference and related expenses, if any.Or;
 - c) Unilaterally terminate the Purchase Order and in this case Seller shall be fined 08% of the breached part value of Purchase Order.
 - 9.2.2. If Seller delays the delivery (of a part of goods) in excess of 60 calendar days in comparison to the delivery date specified in Article 3.1 of this Purchase Order, excluding force majeure events, Buyer shall have the right to:
 - a) Assign a third party capable of providing goods/ goods with services. In this case, Seller shall be responsible for signing a contract with the assigned party to continue the work provided to Buyer.Or;
 - b) Directly sign the contract to purchase goods/ goods with services of the Third party to continue the work of the Purchase Order. In this case, Seller shall pay the difference and related expenses, if any.
 - c) Unilaterally terminate the Purchase Order and in this case Seller shall be fined 08% of the breached part value of Purchase Order.



- 9.3. The maximum amount of the Agreed and Liquidated Damages under this Contract shall not exceed 8% (eight percent) of the Contract Price.
- 9.4. When calculating the amount of the Agreed and Liquidated Damages, the number of days making up 03 (three) days or less than 03 (three) days will not be counted, the number of days making up more than 03 (three) days will be considered as a full calendar week.
- 9.5. Should the delay in delivery be more than 02 (two) months, BUYER has right to refuse completely or partially the fulfillment of the Contract without compensation to SELLER any losses connected with this refusal. In this case SELLER shall pay to BUYER the Agreed and Liquidated Damages at the rate of 8% (eight percent) of the Contract Price and all losses, expenses with cancellation of the Contract. In any case, the rate of Agreed and Liquidated Damages is not subject to any alteration by arbitration.
- 9.6. The amount of the Agreed and Liquidated Damages is to be deducted by BUYER from SELLER's invoices while effecting the payment or to be paid by telegraphic transfer (T/T) by SELLER within 15 (fifteen) days upon BUYER's first request or otherwise BUYER has the right to make use of the Performance Bond.
- 9.7. Any compensation for damage (if any) other than the liquidated damages agreed above shall be made in accordance with the law of Vietnam.

ARTICLE 10: PAYMENT CONDITIONS AND PERFORMANCE BOND

10.1. Payment conditions (*in case of payment by L/C*):

- a) As soon as possible, but not later than 02 (two) weeks after receipt of the Performance Bond, BUYER will open through the Bank for Foreign Trade of Vietnam (Vietcombank), Vung Tau Branch or other bank in Vietnam, an irrevocable Letter of Credit (L/C) with the contents as described in Appendix No. 2, in favor of SELLER, covering 100% (one hundred percent) the Contract Price. The L/C Specimen is considered as an integral part of this Contract.
- b) The L/C shall be subject to the Uniform Customs and Practice for Documentary Credit of International Chamber of Commerce (UCP No. 600), 2007 revision.
- c) All charges in connection with the amendments of the L/C (whether occurring inside or outside S. R. Vietnam), due to SELLER's fault, shall be at SELLER's account.
- d) All charges associated with any extension of the L/C arising due to delay in performance of this Contract shall be at SELLER's account.
- e) All the documents presented by SELLER to the Bank shall be duly certified by SELLER as correct, due and payable under the terms and conditions of the L/C.
- f) All the banking fees, including bank commission, levied outside S. R. Vietnam shall be on SELLER's account.
- g) All the banking fees and other charges associated with the L/C levied inside S. R. Vietnam shall be on BUYER's account.

10.1 Payment conditions (*in case of payment by T/T*):

- a) Eighty percent (80%) Contract Price of GOODS shall be paid by Telegraphic Transfer within 30 (thirty) days from the date of the Certificate of quantity and condition issued by Independent Inspection Company at BUYER'S warehouse after receipt of the Goods and a full sets of documents above mentioned in Article 5.1.
- b) The rest twenty percent (20%) Contract Price of Goods and one hundred percent (100%) Contract Price of SERVICE shall be paid by Telegraphic Transfer (T/T) within 30 (thirty) days from the date of receipt of the following documents:
 - 1) Site Acceptance Test Protocol (SAT) for GOODS with content as per Appendix No. 4 of Contract duly signed by BUYER and SELLER's representative: 01 original and 01 copy.
 - 2) SELLER's Certificate of Guarantee for the quality and proper operation of the GOODS for the period of months from the date of Acceptance Protocol: 01 original and 01 copy.
 - 3) BUYER'S Receipt Note, certifying that BUYER has received all necessary Technical Documents as stated in Article 5.2 of Contract: 01 original and 01 copy.
 - 4) Training Course Completion Protocol with content as per Appendix No. 7 of Contract duly signed by BUYER and SELLER's representative: 01 original and 01 copy.



- 5) Seller's Bank Guarantee Warranty, valued at 5% (five percent) Contract Price, valid until end of warranty period as per mentioned in the Article 10 of this Contract.
 - d) Transfer fee shall be on the BUYER'S account.
 - e) All the banking fees, including bank commission and other charges associated with the advising and corresponding bank shall be on the SELLER'S account.
 - f) All charges in connection with the change of payment's form /conditions (whether occurred inside or outside S.R. Vietnam), due to SELLER'S/BUYER'S request, shall be at the SELLER'S/BUYER'S account.
- 10.2. Performance Bond:
- a) As soon as possible, but not later than 07 calendar days after signing of this Contract, SELLER, through the first class international Bank acceptable to BUYER, will open the Performance Bond (P/B) with the contents of Appendix No. 3, covering 8% (Eight percent) of the Contract Price. The P/B Specimen forms an integral part of this Contract. Incase of PB issued by the first class international Bank, the Seller shall ensure that the issuing Bank will send to the buyer the original PB through VCK Vungtau Branch.
 - b) Upon issue of the P/B, the issuing Bank shall send to BUYER the original of the P/B. Should the P/B not be issued within 4 (four) weeks after signing of the Contract, BUYER is entitled to terminate the Contract and withdraw the Bid Bond without recourse to the law court or arbitration.
 - c) All costs relating to the P/B shall be at SELLER's account.

ARTICLE 11: DRAWING / TECHNICAL DOCUMENTS REVIEW AND APPROVAL

- Within ____ weeks from the Contract date, SELLER will submit 03 (three sets) and 01 (one) USB thumb drive of Drawings / Technical Documents in English to BUYER and 01 (one) set and 01 (one) USB thumb drive to Certifying Agent (GL, LR, ABS, BV, DNV) at the same time for their comment. The list of Drawings / Technical Documents is specified in Appendix No. 9 (Documentation Schedule) of this Contract. All the said Drawings / Technical Documents shall be approved by BUYER, Certifying Agent will define by himself whether to review or to approved each Drawing / Technical Document.
- 11.1 The revised Drawings / Technical Documents shall be sent to Certifying Agent for approval if so required, any Drawings / Technical Documents which is commented by BUYER and/or Certifying Agent shall be revised to meet BUYER's and/or Certifying Agent's requirements. In case there is any conflict between BUYER's and Certifying Agent's comments, the comments of Certifying Agent shall prevail.
 - 11.2 The revised Drawings / Technical Documents shall be sent to the Certifying Agent for re-approval if so required. After having the documents finally approved by Certifying Agent, SELLER shall inform if there is any revision to the Drawings / Technical Documents by the Certifying Agent and send them immediately to BUYER for information.
 - 11.3 Drawing review and approval shall be taken place at BUYER's office. BUYER shall approve submitted Drawings / Technical Documents or give the comments with three (03) days after receipt thereof in the case Drawings / Technical Documents is not complied with BUYER's requirements. Within fourteen (14) days after receipt of BUYER's comments (if any), SELLER shall revise Drawings / Technical Documents to ensure that all Drawings / Technical Documents comply with technical requirements of Contract.
 - 11.4 All expenses related to getting of the approval and re-approval of Drawings / Technical Documents by the Certifying Agent shall be at SELLER's account.
 - 11.5 During Drawings / Technical Documents review and/or approval period BUYER has the right to require SELLER to replace at SELLER's account any specified component or part of Drawings / Technical Documents that does not meet technical requirements of Contract.
 - 11.6 Should BUYER fails to review and/or approval of Drawings / Technical Documents as set forth in the Article 11.4, SELLER has right to extend delivery of GOODS accordingly with delay in review and/or approval by BUYER.



- 11.7 Any delay on completion arising out from any disapproval of BUYER due to SELLER's faults shall be at SELLER's sole responsibility. SELLER shall pay to BUYER the agreed and liquidated damages at the rate of 0,2% of the GOODS's value per week for the delay, commencing from BUYER's notice in writing. The maximum amount of the Agreed and Liquidated Damages for disapproval or delay shall be 08% of GOODS's value. If delay exceeds 01 (one) month, SELLER shall be considered not performing contract and SELLER shall be withdrawn the Performance bond.
- 11.8 Upon successful review and approval of Drawings / Technical Documents, SELLER and BUYER shall conduct and sign the *Documentation Approval Protocol* with content complies to as set forth in Appendix No. 6 of this Contract stating that all necessary Drawings / Technical Documents are comply with technical requirements of Contract and have been reviewed and approved by BUYER. In case of delay in approval of Drawings / Technical Documents due to the direct faults of BUYER, the Delivery Date will be extended accordingly.

ARTICLE 12: TECHNICAL SERVICE / COMMISSIONING ACTIVITIES

- 12.1 For the purpose of supervision for commissioning, start-up, Site Acceptance Test (SAT) of the PACKAGE at BUYER's onshore and offshore site, SELLER will send his qualified Engineer(s) to the job site in Ho Chi Minh, Vietnam to cover all necessary period, destined for the job.
- 12.2 All charges for SELLER's Engineers' trip to and in Vietnam including but not limited to air tickets, local transportation, hotel accommodation, food... will be borne by SELLER. BUYER will render assistance to SELLER's Engineers to solve any problems connected with their stay in Vietnam. For offshore work on BUYER's Platform, air tickets to offshore and back, accommodation, food... at offshore site at the same level with BUYER's Engineer will be borne by BUYER.
- 12.3 After achieving mechanical completion stage agreed by both Parties in writing, BUYER will inform SELLER 02 (two) week's prior notice in writing specifying the dates on which BUYER requires Commissioning Activities to be commenced. SELLER shall inform BUYER latest 01 week prior to the arrival of SELLER's Engineers all necessary instructions, regarding the consumables, normal mechanical tools... for BUYER's arrangement.
- 12.4 Installation, hook-up of the GOODS will be performed by BUYER's manpower. Start-up, commissioning and SAT will be performed by BUYER's manpower under supervision of SELLER's Engineers. SELLER is fully responsible for supervision of commissioning, start-up and SAT of the GOODS.
- 12.5 SELLER himself shall be responsible for protecting, indemnifying, hold harmless BUYER from and against sickness, injury or death of his Engineers during their travel to, back from and stay in Vietnam to carry out their job related to this Contract.
- 12.6 After successful commissioning, start-up and SAT and clear all punch list of the GOODS, the parties shall conduct and sign the *Site Acceptance Protocol* with content as per Appendix No. 4 of this Contract, stating that the GOODS is properly installed, the start-up, commissioning and SAT are performed satisfactorily, the GOODS is in normal operational status, SELLER has properly completed all obligations under this Contract (except guarantee obligations). The *Site Acceptance Protocol* shall be considered as one of legal documents for BUYER to effect the payment under this Contract.
- 12.7 SELLER has the right to change his Engineers during their stay in Vietnam for the purpose as stated in this Article, provided that the commissioning, start-up and SAT as set out in this Article are not interrupted. BUYER has right to request SELLER to change his Engineer(s) during period of performance of their job at BUYER's site in case if they are expressed themselves not properly qualified for the destined job.
- 12.8 In case if the Commissioning Activities can not be completed within 02 months from the date of delivery of the last shipment not due to SELLER's fault, both Parties shall conduct a



meeting to discuss about payment of the rest value of goods to SELLER based on Site Non-Acceptance Test Protocol.

ARTICLE 13: GUARANTEE OBLIGATION

- 13.1 SELLER undertakes to guarantee the proper functions of the GOODS (for the period of 12 months from the date of commissioning completion and signing of acceptance protocol or 18 months from the delivery date (the date to receive the final shipment at VSP warehouse) whichever is earlier, provided that the GOODS operates in the technical conditions as set out in this Contract.
- 13.2 SELLER guarantees that the GOODS supplied is sufficient for the normal operation of the whole system in accordance with the technical specifications as stated in the Technical Requirements of this Contract.
- 13.3 The GOODS supplied under this Contract will be of the highest quality and designed standard as set by SELLER for that type of the GOODS and will have certification from Certifying Agent and meet current technological achievement as required, and shall be suitable for normal operation in tropical area conditions regarding environment temperature up to 40°C, humidity up to 100% and offshore environment.
- 13.4 Proper materials of high quality will be used for manufacturing GOODS to be supplied under this Contract, and SELLER guarantee that GOODS will be supplied in new brand and its quality, quantity will be fully in compliance with the technical specifications and scope of supply as mentioned in this Contract.
- 13.5 Should any shortage of parts included into the scope of supply of GOODS be revealed, SELLER shall deliver the same to BUYER's office in Ho Chi Minh, S. R. Vietnam free of charge and free of delivery cost within 07 days after receipt of BUYER's Claim Notification. In this case the penalty on delay delivery shall be applied until the date of receiving of the new ones by BUYER.
- 13.6 Should BUYER reveal any manufacturing defect within the guarantee period or should the quality of the GOODS and equipments, materials supplied under this Contract be not in compliance with the terms and conditions of this Contract and its Appendices, BUYER will, by BUYER's Claim Notification, notify SELLER of such defects. SELLER undertakes to proceed with the replacement, at his own expenses to eliminate these defects at BUYER's first request without any delay or deliver new GOODS to BUYER's office in Ho Chi Minh, S. R. Vietnam free of charge.
- 13.7 Should SELLER fail to eliminate the defects as claimed, or fail to deliver new replacement parts, BUYER will have the right to eliminate such defects at SELLER's expenses without prejudice to his rights in respect of the guarantee, and SELLER undertakes to defray at first request all actual normal expenses incurred in respect of such elimination and the agreed and liquidated damages at the rate 8% (eight percent) value of non-used Goods due to defect found. Small defects not requiring SELLER's participation and/or permitting no delay will be eliminated by BUYER and charged at costs to SELLER, subject to SELLER's acceptance.
- 13.8 In case of Article 13.5, 13.6, 13.7 happen, SELLER shall compensate BUYER at the rate of the Agreed and Liquidated Damages as per Article 9 applied to the defected equipment or to the equipment which can not operate due to omitted parts. The period of the above penalty shall be calculated from the date of BUYER's Claim Notification to the Delivery Date of the replacement parts or to the date of elimination of the defects as mentioned above then minus 02 (two) weeks.
- 13.9 The guarantee conditions for the replacement part shall be equal to that indicated in this Article. In case of replacement of defective parts under the guarantee period, the guarantee period for replacement parts will be extended by the time during which it was not used due to defect found.
- 13.10 Claim for any latent defects discovered during the guarantee period of GOODS or the GOODS, per the technical conditions as stated in this Contract is to be submitted to SELLER not later than 01 (one) month after expiration of the guarantee period.



- 13.11 To substantiate the claims, BUYER shall submit to SELLER the Claim Notification which is a legal document for BUYER to make claim to SELLER. However SELLER is reserved the counterproof right by using Independent Inspector at his option and cost.
- 13.12 SELLER will inform BUYER the results of consideration of claim not later than 07 days after receipt of BUYER's Claim Notification. In case the claim proved to be justified, SELLER shall repair and/or replace the defective parts or the missing parts by the new ones of perfect quality on the conditions as mentioned in Article 13.4 of this Contract and Article 13.8 will be applied.
- 13.13 When the repair and/ or replacement is made and all related costs, expenses are settled, the claim is to be considered as finally settled. All the claim amount, for which SELLER is to be responsible to BUYER under this Contract may be deducted by BUYER from the payment of the Contract, Performance Bond or may be recovered by law or otherwise from SELLER to be agreed by both Parties.

ARTICLE 14: PATENTS AND LICENSES

- 14.1 SELLER warrants that the GOODS, methods and/or processes supplied or used by SELLER for or in connection with Contract do not and will not infringe the intellectual property rights of any Third party whether in the form of letters patent, registered designs, copyrights, trademarks or any similar rights. SELLER shall indemnify and hold harmless and defend BUYER from and against all claims, actions, proceedings, demands, damages, liabilities, costs, charges and expenses whatsoever suffered or incurred by the owner as a result of any breach by SELLER of this warranty.
- 14.2 SELLER shall indemnify and forever keep indemnified and hold harmless BUYER from all actions, suits, claims, demands, liabilities, actions, proceedings, damages, losses, costs, charges, expenses and fines in respect of infringements of patent, design, trademark or copyright or other protected right howsoever arising from the use of tools, methods owned, hired, constructed or provided by SELLER in connection with the performance of this Contract.

ARTICLE 15: ARBITRATION

- 15.1 This Contract is governed and construed in accordance with the law of Vietnam.
- 15.2 Any disputes or discrepancies which may arise out of this Purchase Order shall be settled smoothly, amicably, basing on mutual benefit and mutual understanding.
- 15.3 All disputes arising out of or in relation to this Purchase Order shall be finally settled by Arbitration at the Vietnam International Arbitration Center (VIAC) in accordance with its rules of arbitration. The number of arbitrator shall be three. The place of arbitration shall be Hanoi. The applicable law shall be the law of Vietnam. The language of arbitration shall be Vietnamese. The number of arbitrators is 03.
- 15.4 Decision/award of the arbitration shall be final and binding upon both parties. The losing party will bear the arbitration fees.

ARTICLE 16: FORCE MAJEURE

- 16.1 Force majeure is an event occurring in an objective manner which is unforeseeable and unrecoverable despite all necessary and possible measures being taken such as war, riot, armed conflict, embargo, natural disaster (flood, storm, tornado, earthquake, tsunami), fire, epidemic/ pandemic announced by WHO/ Country, a Region/ Country blockade order imposed by the Host Government.
- 16.2 The party encountering a force majeure event that leads to the failure to perform their obligations under the contract due to the direct influence of the force majeure event is obliged to immediately notify the other party, including the provision of information, explanation on the direct impact of the force majeure event leading to the breach of contract performance with evidence to prove measures taken to remedy the problem and minimize the damage. Delay in notification, provision of information and explanation, if later than 14 calendar days



after the force majeure event occurs, shall cause the party encountering the force majeure event to lose the right to waive responsibility later on due to force majeure.

- 16.3 The written confirmation by the Vietnam Chamber of Commerce and Industry or the competent authority in the area where the force majeure event occurred is the sufficient evidence to prove the force majeure event and the time of its occurrence.
- 16.4 If the force majeure event lasts more than 02 months, each party has the right to terminate this contract without having to compensate the other party.
- 16.5 Difficulties in manufacture such as lack of materials, electricity, labor; fire; strike; etc. are not considered force majeure and shall not exempt Seller from the obligation of delivery or late delivery; Information from newspapers, networks and other media is for reference only.

ARTICLE 17: TRAINING

- 17.1 In order to ensure the smooth, reliable, safe and effective operation of the GOODS, the Vietnam Training Course in _____ for ___ BUYER's personnel for period of days will be provided to BUYER's personnel. Expenses for the stay of BUYER's personnel therein including but not limited to return air tickets, food, accommodation, local transportation will be at BUYER's account. Training fee, training materials and classroom will be at SELLER's account.
- 17.2 SELLER shall be responsible for visa arrangement for BUYER's personnel and render all necessary assistance to BUYER's personnel to solve all problems connected with their stay and travel during the Overseas Training Course.
- 17.3 During the performance of Contract, SELLER agrees to acquaint BUYER's personnel with GOODS, specific techniques, methods of GOODS and the GOODS control and maintenance.
- 17.4 SELLER shall ensure that all training provided in terms of this Article is of an internationally accepted standard and that all of BUYER's personnel who complete the Training Courses will be sufficiently familiar with GOODS, knowledgeable, trained and qualified to enable them to use and operate GOODS, "GOODS" at an international and commercially acceptable standard.

ARTICLE 18: REPORTS AND MEETINGS

- 18.1 SELLER shall submit to BUYER monthly progress reports.
- 18.2 Within 15 (fifteen) days from the date of signing of this Contract, if necessity, both Parties shall meet to hold a "Kick-off Meeting" at BUYER's head office in Ho Chi Minh, Vietnam, in which the following key matters shall be reviewed:
- a) Confirm the execution plan for the project and all related works.
 - b) Confirm the schedule of work for the Contract outlining when each deliverable is to be submitted to BUYER, the detailed means to deliver the MAJOR EQUIPMENT OF GOODS, ITP, VDRL, Plan for issue and Approve Designed Documents.
 - c) Clarify any unclear technical and commercial matters....
- 18.3. If necessary two parties shall hold a meeting to discuss and expedite the performance of Contract. Meetings between BUYER's and SELLER's Representatives shall be held at times agreed by both Parties. Minutes of Meetings shall be kept by both Parties.

ARTICLE 19: EFFECTIVENESS OF CONTRACT

This Contract will come into force on the date of issuance of the Performance Bond as stipulated in Article 10 and Appendix No. 3 of this Contract and it will be terminated upon fulfillment by both parties all their obligations as per stipulated in this Contract.



ARTICLE 20: OTHER CONDITIONS

20.1. All taxes, duties and custom fees in connection with the execution of this Contract levied outside Vietnam, Personal income taxes (PIT) of SELLER's personnel and taxes imposed on Contractor's sub-contractor (if any) inside Vietnam to be at SELLER's account.

All other taxes, duties and custom fees imposed on SELLER by the competent authorities of Vietnam in connection with the execution of this Contract inside Vietnam to be at BUYER's account.

SELLER has responsibility for declaring and paying personal income tax for its employees worked in Vietnam. Within 07 days from the date the employees begin working in Vietnam, SELLER has to submit to the Tax Department of Ho Chi Minh the information below: list employees, nationality, passports, working time, work undertaken, and income. At the same time SELLER sends 01 copy of those documents above to BUYER.

20.2. Any amendment and/or supplement of this Contract shall be valid only if they are made in writing and signed by authorized Representatives of BUYER and SELLER. If authorized representatives can not be obtained, confirmation by fax will be accepted.

20.3. Neither party shall be entitled to transfer its rights and obligations under this Contract to third party, except its lawful successor, without prior agreement in writing of other Party.

20.4. All correspondences and negotiation prior to signing of this Contract, which have content conflicted with any terms and conditions of this Contract, shall be considered null and void.

20.5. This Contract signed in five originals in English language, two of them for SELLER and three of them for BUYER, each one consists of ___ pages.

20.6 Components of Contract and legal order of precedence are as Clause 2 GCC

20.7 In the event of conflict, inconsistency or ambiguity between the main text of this Contract, Appendixes thereof, the order of precedence for prevailing shall be: the main text; Appendixes. In the event of conflict, inconsistency or ambiguity between the references of the Contract, the order of precedence for prevailing shall be: SELLER's Technical Proposal ref No. _____; BUYER's Technical Requirement ITB _____.

FOR THE BUYER

FOR THE SELLER



APPENDIX No. 1
TO CONTRACT No. _____

SCOPE OF SUPPLY AND PRICE TABLE



APPENDIX No. 2
TO CONTRACT No. _____

FORM OF LETTER OF CREDIT (L/C)

KIND OF L/C : IRREVOCABLE L/C, AT SIGHT.

APPLICANT: VIETSOVPETRO
105 Le Loi St., Ho Chi Minh, S. R. Vietnam.

BENEFICIARY: _____

ADVISING BANK: (to be advised by SELLER within 02 weeks from the date of signing below Contract).

AMOUNT: USD _____ - CFR Vietsovpetro Petroleum Port (Vietsovpetro Port), Ho Chi Minh city, S. R. Vietnam, Incotems 2010.
(In words: _____ United States Dollars only).

VALIDITY: _____ at counter of negotiating bank.

FOR PAYMENT OF: Contract No. _____ dated
(hereinafter called "Contract").

PAYMENT CONDITIONS:

Payment under this L/C shall be made in progress per each shipment of Goods as follows:

60% (sixty percent) of the shipment value shall be paid upon presentation of the following documents in English language by the Seller to the Bank:

1. *Bill of Lading* evidencing shipment from loading port to Vietsovpetro Petroleum Port, Ho Chi Minh City, Vietnam, made out "To order of Buyer" (here is Vietsovpetro, address: 105 Le Loi Street, Ho Chi Minh City, Vietnam), marked "freight prepaid": 1/3 original and 01 copy;
2. *Detailed Packing List* showing the content of each case or lot, gross and net weight, covering Goods as specified in Appendix No. 1 to this Purchase Order: 01 original and 01 copy;
3. *Signed Commercial Invoice* issued by the Seller for the respective shipment value, indicating term of delivery CFR Vietsovpetro Petroleum port, Ho Chi Minh, Vietnam, with itemized and total prices, stating the Seller's bank details and account number: 01 original and 01 copy;
4. *Certificate of Quality and Quantity*, indicating actual date of manufacturing issued by the Manufacturer: 01 original and 01 copy;
5. *Certificate of Origin*, issued or authenticated by Chamber of Commerce of manufacturer's country or export country: 01 original and 01 copy;
6. *Ingress Protection and Explosion Protection certificate*: 02 originals/ Electronic/true copy and 01 copy.
7. *FAT report/ Test Report issued by Manufacturer*: 02 originals/ Electronic and 01 copy.



8. *Conformity certificates issue by recognized certifying agency (such as VR, BV, DNV, Lloyd's Register, ABS, UL,...) stated that system/ equipment suitable for offshore platform installation: 02 originals/ Electronic and 01 copy).*
9. *License Certificate (The copyright to use the Vendor's Software) for all of the software provided (if any): 02 originals/ Electronic and 01 copy.*
10. *Certificate of Warranty issued by the Seller for the quality of Goods for the period of 18 months from the date of received Goods, or 12 months from date of successfully completed Site Acceptance Testing (SAT) whichever occurs first: 01 original and 01 copy.*
11. *Export License or Letter of BENEFICIARY stating that Export License is not necessary for export: 01 original and 01 copy.*
12. *Other Certificates (if any) as required in ITB.*

The Letter of Credit shall be subject to the Uniform Customs and Practice for Documentary credit of International Chamber of Commerce (UCP No. 600), 2007 revision.

All the banking fees, including bank commission charges and other charges associated with the opening bank shall be on the Buyer's account.

All the banking fees, including bank commission charges and other charges associated with the advising and corresponding bank shall be on the Seller's account.

All charges in connection with the amendments of the Letter of Credit (whether occurred inside or outside S.R. Vietnam), due to Seller's/Buyer's request, shall be at the Seller's / Buyer's account.

All charges associated with any extension of the Letter of credit arising due to delay in delivery as stated in Article 3 of this Contract shall be at the Seller's account.

COVERING:

Scope of supply, specifications, Quantity and Prices are in accordance to Appendix No. 1 of Purchase Order No. _____

SHIPMENT:

Shipment to be made from _____ Port to Vietsovpetro port, Ho Chi Minh City, S.R. Vietnam on the terms of - Incoterms 20...

Delivery Date: not later than _____ weeks from the date of opening L/C.

Earlier shipment is allowed

Partial shipment is allowed.

Total _____ shipments.

Transshipment is allowed at Seller's care and account

The Delivery Date is understood as the date of "Bill of Lading", consign to Vietsovpetro, marked "Freight prepaid", with destination Vietsovpetro port, Ho Chi Minh City, S.R. Vietnam.

PACKING AND MARKING: As per Purchase Order No. dated

SPECIAL CONDITIONS:

Agreed and liquidated damages for delay of delivery:

Shipment after above stated delivery date is allowed but not exceeds two months. For Bill of Lading dated after delivery date, Buyer's Bank is authorized to deduct the agreed and liquidated damages amount as late shipment as follows:

- Delay in the first two weeks: 1.0 % of shipment value per week.
- Delay in each following week: 1.50 % of shipment value per week.

One week is to be defined as 07 days, 04 days or more than 04 days to be considered as one week, 03 days and less will not be counted.

Total agreed and liquidated damage amount does not exceed 8% of shipment value.

The Letter of Credit is to be automatically cancelled within 30 days from the date of opening, if the Buyer does not receive the original Performance Bond in favour of the Buyer with the content as stated in Appendix No. 3 of this Contract.



APPENDIX No. 3
TO CONTRACT No. _____

FORM OF PERFORMANCE BOND

<Insert Place and date>

PERFORMANCE GUARANTEE

To:

With reference to Contract No. _____ entitled _____ (hereinafter referred to as "the Contract") entered into on the _____ by and between _____, having address at _____ (hereinafter referred to as "APPLICANT") and _____, we, _____, having registered office at _____ (hereinafter referred to as "GUARANTOR") hereby open in the favor of _____ (Hereinafter referred to as the "BENEFICIARY") an unconditional and irrevocable bank guarantee for the amount of _____ (In words: _____) (hereinafter referred to as "GUARANTEE")

This GUARANTEE is effective from the issuance date and shall remain valid, binding and in force until _____, hereinafter referred to as "the **Expiry Date**". For any extensions, renewals, or assignments of the Contract beyond the time stated in this GUARANTEE, BENEFICIARY shall not be required to give notice to nor obtain the consent of GUARANTOR. This GUARANTEE would be extended upon written request of APPLICANT to cover the extension, renewal or assignment periods. GUARANTOR hereby **unconditionally and irrevocably** guarantees to promptly pay BENEFICIARY an amount or amounts, specified by BENEFICIARY, up to the amount stated above, within 05 working days upon our receipt of BENEFICIARY's written demand stating that APPLICANT has failed to fulfill its performance obligation(s) under the Contract.

After the Expiry date, this GUARANTEE shall automatically become null and void, whatsoever and irrespective of whether this GUARANTEE is returned to GUARANTOR or not.

The said guarantee amount shall be paid by GUARANTOR forthwith to BENEFICIARY notwithstanding any contestation or protest by APPLICANT or by GUARANTOR or by any third party, and irrespective of whether or not there is any dispute between APPLICANT and BENEFICIARY in respect of or relating to the Contract or in respect of any other matter and irrespective of whether or not such said dispute, if any, has been settled, resolved, litigated, or adjudicated upon otherwise howsoever.

Neither alteration, variation, incorrect payment, extension in terms of the Contract nor any forbearance of forgiveness in or in respect of any matter or thing concerning the Contract on the part of BENEFICIARY shall in any way release GUARANTOR or APPLICANT or from any liabilities under this GUARANTEE.

Multiple demands under this Guarantee are allowed. In such event, the Guarantee Amount aforementioned shall automatically be reduced by the amount of each and any payment made by us under this Guarantee.

The Guarantee shall be governed by and construed in accordance with the laws of Vietnam. Any dispute arising out of or relating to this Guarantee shall be submitted to [the jurisdiction of competent People's Court of Vietnam in accordance with the governing law] / [arbitration by the Vietnam Arbitration Center international (VIAC) at the Vietnam Chamber of Commerce and Industry in accordance with its rules of arbitration].

This GUARANTEE is issued solely in 01 (one) bilingual original (Vietnamese and English) and is not transferrable. Should there be any inconsistency between the two languages of this GUARANTEE, the Vietnamese content shall prevail and be final.

LEGAL REPRESENTATIVE OF THE BANK

[Full name, title, signature and stamp]



APPENDIX No. 4
TO CONTRACT No. _____

FORM OF SITE ACCEPTANCE TEST PROTOCOL

Place: Ho Chi Minh, S. R. Vietnam

Date:

The authorized Representatives of VIETSOVPETRO, (hereinafter referred to as BUYER) of one Party, and

The authorized Representatives of _____ (hereinafter referred to as SELLER) of the other Party,

have made up this Acceptance Protocol to certify that:

- On _____ (*insert the date*) _____ the Commissioning Activities have been successfully completed by SELLER in accordance with the Contract and any and all defects and/or discrepancies revealed during the period of Commissioning Activities have been eliminated and/or rectified to the satisfaction of BUYER;
- SELLER has completed the work of supervision of start-up, commissioning and SAT in..... days.
- The GOODS are in proper working conditions and ready immediately for normal operation.

However, the signing of this Protocol does not relieve SELLER from his guarantee obligations and responsibilities as stipulated in the Contract.

FOR THE BUYER

FOR THE SELLER



APPENDIX No. 5
TO CONTRACT No. _____

FORM OF DOCUMENTATION RECEIPT NOTE

Place..

Date..

VIETSOVPETRO (hereinafter referred to as “BUYER”) hereby confirm that 03 (three) complete sets (01 original and 02 copies) of Technical Documents in English have been duly received in full and on time by BUYER from SELLER in accordance with Article 5.2 of the Contract.

SELLER has successfully fulfilled his obligation of delivery of Technical Documents under the Contract.

FOR THE BUYER



APPENDIX No. 6
TO CONTRACT No. _____

FORM OF DOCUMENTATION APPROVAL PROTOCOL

VIETSOVPETRO hereinafter referred to as “BUYER”, on one hand, and

_____, hereinafter referred to as “SELLER”, on the other hand,

have drawn up this protocol to certify that all Drawings / Technical Documents specified below have been duly submitted by SELLER and successfully approved by BUYER and reviewed and/or approved by CERTIFYING AGENT in compliance with the terms and conditions of the Contract No. _____ dated ____.

No.	Documents title	BUYER	Certifying Agent	
		Approval	Review	Approval
1			
2			
3			
4			
5				
6				
7				
8				
...			

The signing of this protocol does not relieve SELLER from its obligations and responsibilities as stipulated in the Contract.

FOR THE BUYER

FOR THE SELLER



APPENDIX No. 7
TO CONTRACT No. _____

FORM OF TRAINING COURSE COMPLETION PROTOCOL

Place..

Date..

VIETSOVPETRO hereinafter referred to as “BUYER” of the one Party;

And:

_____, hereinafter referred to as “SELLER” of the other Party,

have drawn up this document to certify that the “On-the-job” Training Course and Overseas Training Course has been carried out in accordance with Article 18 of the Contract No. _____ datedto the satisfaction of BUYER.

However, the signing of this protocol does not release SELLER from his Guarantee responsibilities as stipulated in the Contract.

FOR THE BUYER

FOR THE SELLER



APPENDIX No. 8
TO THE CONTRACT No. _____

LIST OF MAJOR EQUIPMENTS

No.	DESCRIPTION
1	
2	
3	
4	
5	
6	



APPENDIX No. 9
TO THE CONTRACT No. _____

DOCUMENTATION SCHEDULE

List of Drawings / Technical Documents to be submitted to BUYER and CERTIFICATION AGENCY for review and/or approval:

ITEM	DESCRIPTION	FOR VSP			FOR CERTIFICATION AGENCY		
		INFOR	REVIEW	APPROVAL	INFOR	REVIEW	APPROVAL
1							
2							
3							
4							
5							



APPENDIX No. 10 (A)

CORRESPONDENCE TEMPLATE FOR CONTRACT PERFORMANCE

Day month year 20..

To: Vietnam-Russia Joint Venture Vietsovpetro/ the Contractor.
(insert the Fax number of the Transaction Party)

Attention: **Full Name + Title of the leader of VSP signing the contract**
Cc: **Head of Commercial Department of VSP**

Email: (The Person in charge of the Contract inserts the Email address of Deputy Head of Commercial Department in charge and person in charge's email address)

(Insert the transaction content, including: Change of Goods/ Services, schedule, use of quota, contents regarding contract value, payment, etc.)

REPRESENTATIVE OF PARTY

(Signature and stamp)

APPENDIX No. 10 (B)

CORRESPONDENCE FORM FOR CONTRACT PERFORMANCE

Day month year 20..

To: Vietnam-Russia Joint Venture Vietsovpetro/ the Contractor.
(insert the Fax number of the Transaction Party)

Attention: Commercial Department of VSP/ Port & Logistics Division/ Service/ construction entity.

Email: (The Person in charge of the Contract inserts the Email address of Deputy Head of Commercial Department in charge and person in charge's email address)

(Insert the transaction content, including: Delivery notice, Delivery of goods documents, notification of commencement of service/ construction, information on personnel/ equipment conducting service/ construction, etc.)

REPRESENTATIVE OF PARTY

(Signature and stamp)



FORM OF PERFORMANCE BOND

_____, day ____ month ____ year ____
 TO: _____ [name of the Employer]
 (Hereinafter referred to as the “Employer”)

Liên quan tới Hợp đồng _____ về việc _____ (sau đây được gọi là “Hợp đồng”) được ký giữa _____ (sau đây gọi là “BÊN ĐƯỢC BẢO LÃNH”) và _____ (sau đây gọi là “BÊN THỤ HƯỞNG”), chúng tôi, _____ có trụ sở chính tại _____ (sau đây gọi là “BÊN BẢO LÃNH”) phát hành Thư bảo lãnh không hủy ngang và vô điều kiện cho bên thụ hưởng với số tiền là _____ (Bằng chữ: _____) (sau đây gọi là “THƯ BẢO LÃNH”).

With reference to Contract No. _____ entitled _____ (hereinafter referred to as "the Contract") entered into on the _____ by and between _____, having address at _____ (hereinafter referred to as "APPLICANT") and _____, we, _____, having registered office at _____ (hereinafter referred to as "GUARANTOR") hereby open in the favor of _____ (Hereinafter referred to as the “BENEFICIARY”) an unconditional and irrevocable bank guarantee for the amount of _____ (In words: _____) (hereinafter referred to as "GUARANTEE").

THƯ BẢO LÃNH này có hiệu lực kể từ ngày phát hành và sẽ duy trì hiệu lực cho đến _____ sau đây gọi là "Ngày hết hiệu lực". Đối với bất cứ sự gia hạn, đổi mới hoặc chuyển nhượng Hợp đồng vượt quá thời gian được quy định trong THƯ BẢO LÃNH này, BÊN THỤ HƯỞNG sẽ không cần phải thông báo hoặc được sự đồng thuận của BÊN BẢO LÃNH. THƯ BẢO LÃNH này sẽ được gia hạn dựa trên yêu cầu bằng văn bản từ BÊN ĐƯỢC BẢO LÃNH để đảm bảo cho thời gian gia hạn, đổi mới hoặc chuyển nhượng của Hợp đồng.

This GUARANTEE is effective from the issuance date and shall remain valid, binding and in force until _____, hereinafter referred to as “the Expiry Date”. For any extensions, renewals, or assignments of the Contract beyond the time stated in this GUARANTEE, BENEFICIARY shall not be required to give notice to nor obtain the consent of GUARANTOR. This GUARANTEE would be extended upon written request of APPLICANT to cover the extension, renewal or assignment periods.

BÊN BẢO LÃNH cam kết **không hủy ngang và vô điều kiện** thanh toán ngay cho BÊN THỤ HƯỞNG một khoản tiền hay những khoản tiền, theo chỉ thị của BÊN THỤ HƯỞNG, tổng không vượt quá số tiền bảo lãnh nêu trên trong vòng 05 ngày làm việc kể từ ngày nhận được văn bản yêu cầu của BÊN THỤ HƯỞNG ghi rõ BÊN ĐƯỢC BẢO LÃNH đã vi phạm nghĩa vụ theo Hợp đồng. *GUARANTOR hereby **unconditionally and irrevocably** guarantees to promptly pay BENEFICIARY an amount or amounts, specified by BENEFICIARY, up to the amount stated above, within 05 working days upon our receipt of BENEFICIARY's written demand stating that APPLICANT has failed to fulfill its performance obligation(s) under the Contract.*

Sau Ngày hết hiệu lực, THƯ BẢO LÃNH này sẽ tự động không còn giá trị cho dù bản gốc THƯ BẢO LÃNH và các Thư sửa đổi liên quan (nếu có) có được gửi trả lại BÊN BẢO LÃNH hay không. *After the Expiry date, this GUARANTEE shall automatically become null and void, whatsoever and irrespective of whether this GUARANTEE is returned to GUARANTOR or not.*

Số tiền bảo lãnh nêu trên sẽ được thanh toán ngay bởi BÊN BẢO LÃNH cho BÊN THỤ HƯỞNG cho dù có sự tranh cãi hoặc phản đối nào của BÊN ĐƯỢC BẢO LÃNH hoặc của BÊN BẢO LÃNH hoặc của bất kỳ bên thứ ba nào khác, và bất kể có hay không sự tranh chấp giữa BÊN ĐƯỢC BẢO LÃNH và BÊN THỤ HƯỞNG về hoặc liên quan tới Hợp đồng hoặc về bất cứ vấn đề khác và cho

dù những tranh chấp này, nếu có, đã được giải quyết, dàn xếp, kiện tụng hoặc phân xử bằng bất kỳ hình thức nào.

The said guarantee amount shall be paid by GUARANTOR forthwith to BENEFICIARY notwithstanding any contestation or protest by APPLICANT or by GUARANTOR or by any third party, and irrespective of whether or not there is any dispute between APPLICANT and BENEFICIARY in respect of or relating to the Contract or in respect of any other matter and irrespective of whether or not such said dispute, if any, has been settled, resolved, litigated, or adjudicated upon otherwise howsoever.

BÊN BẢO LÃNH hoặc BÊN ĐƯỢC BẢO LÃNH sẽ không được giải trừ bất cứ nghĩa vụ nào theo THƯ BẢO LÃNH này cho dù có bất cứ sự sửa đổi, thay đổi, thanh toán sai lệch, gia hạn nào liên quan tới Hợp đồng hay bất kỳ sự trì hoãn ân hạn nào của BÊN THỤ HƯỞNG trong hoặc liên quan đến bất cứ vấn đề gì của Hợp đồng.

Neither alteration, variation, incorrect payment, extension in terms of the Contract nor any forbearance of forgiveness in or in respect of any matter or thing concerning the Contract on the part of BENEFICIARY shall in any way release GUARANTOR or APPLICANT or from any liabilities under this GUARANTEE.

Việc đòi tiền nhiều lần theo bảo lãnh này là được phép và theo đó, Số tiền bảo lãnh nêu trên sẽ tự động giảm tương ứng với số tiền mà Ngân hàng đã thực hiện thanh toán cho Bên thụ hưởng theo Thư bảo lãnh.

Multiple demands under this Guarantee are allowed. In such event, the Guarantee Amount aforementioned shall automatically be reduced by the amount of each and any payment made by us under this Guarantee.

Thư bảo lãnh được điều chỉnh và giải thích theo pháp luật Việt Nam. Bất kỳ tranh chấp nào phát sinh từ hoặc liên quan đến Thư bảo lãnh sẽ [do Tòa án nhân dân có thẩm quyền của Việt Nam giải quyết theo quy định của pháp luật] / [sẽ được giải quyết tại Trung tâm Trọng tài quốc tế Việt Nam (VIAC) bên cạnh Phòng Thương mại và Công nghiệp Việt Nam theo quy tắc tố tụng trọng tài của VIAC].

The Guarantee shall be governed by and construed in accordance with the laws of Vietnam. Any dispute arising out of or relating to this Guarantee shall be submitted to [the jurisdiction of competent People's Court of Vietnam in accordance with the governing law] / [arbitration by the Vietnam Arbitration Center international (VIAC) at the Vietnam Chamber of Commerce and Industry in accordance with its rules of arbitration].

THƯ BẢO LÃNH này được phát hành duy nhất 01 (một) bản song ngữ (tiếng Việt và tiếng Anh) và không được phép chuyển nhượng. Trường hợp có sự khác nhau về cách hiểu giữa nội dung tiếng Việt và tiếng Anh thì nội dung tiếng Việt là căn cứ pháp lý.

This GUARANTEE is issued solely in 01 (one) bilingual original (Vietnamese and English) and is not transferrable. Should there be any inconsistency between the two languages of this GUARANTEE, the Vietnamese content shall prevail and be final.

LEGAL REPRESENTATIVE OF THE BANK

[Full name, title, signature and stamp]



(FOR VIETNAMESE CONTRACTOR)
ĐIỀU KIỆN CHUNG CỦA HỢP ĐỒNG (ĐKC)

1. Định nghĩa

Trong hợp đồng này, các từ ngữ dưới đây được hiểu như sau:

- 1.1. “Chủ đầu tư” là Liên doanh Việt – Nga Vietsovpetro được quy định tại **Hợp đồng**;
- 1.2. “Hợp đồng” là thỏa thuận giữa Chủ đầu tư và Nhà thầu, thể hiện bằng văn bản, được hai bên ký kết, bao gồm cả phụ lục và tài liệu kèm theo;
- 1.3. “Nhà thầu” là nhà thầu trúng thầu (có thể là nhà thầu độc lập hoặc liên danh) và được quy định tại **Hợp đồng**;
- 1.4. “Nhà thầu phụ” là nhà thầu có tên trong danh sách các nhà thầu phụ do Nhà thầu đề xuất trong HSDT và được Nhà thầu ký hợp đồng để thực hiện dịch vụ liên quan;
- 1.5. “Tài liệu hợp đồng” là các tài liệu được liệt kê trong Hợp đồng, bao gồm bất kỳ bản sửa đổi, bổ sung nào của Hợp đồng;
- 1.6. “Giá hợp đồng” là tổng số tiền ghi trong hợp đồng cho việc cung cấp hàng hoá và dịch vụ liên quan. Giá hợp đồng đã bao gồm tất cả các chi phí về thuế, phí, lệ phí (nếu có);
- 1.7. “Ngày” là ngày dương lịch; “năm” là 365 ngày;
- 1.8. “Hàng hóa” bao gồm máy móc, thiết bị, nguyên liệu, nhiên liệu, vật liệu, vật tư, phụ tùng; hàng tiêu dùng; trang thiết bị y tế dùng cho các cơ sở y tế;
- 1.9. “Dịch vụ liên quan” bao gồm các dịch vụ như lắp đặt, duy tu, bảo dưỡng, sửa chữa ban đầu, bảo hiểm lắp đặt, bảo hiểm sửa chữa hoặc cung cấp các dịch vụ sau bán hàng khác như đào tạo, chuyển giao công nghệ...;
- 1.10. “Hoàn thành” là việc Nhà thầu hoàn tất các dịch vụ liên quan theo các điều khoản và điều kiện quy định tại Hợp đồng;
- 1.11. “Địa điểm dự án” là địa điểm được quy định tại **Hợp đồng**.

2. Tài liệu hợp đồng và thứ tự ưu tiên

- 2.1. Tất cả các tài liệu nêu tại Mục 2.2 ĐKC (bao gồm cả các phần của tài liệu) sẽ cấu thành Hợp đồng để tạo thành thể thống nhất, có tính tương hỗ, bổ sung và giải thích cho nhau.
- 2.2. Hợp đồng, các tài liệu và thứ tự ưu tiên pháp lý như sau:
 - a) Hợp đồng (kèm theo các Phụ lục hợp đồng);
 - b) Biên bản thương thảo, hoàn thiện hợp đồng;
 - c) Báo cáo phê duyệt kết quả lựa chọn nhà thầu;
 - d) Điều kiện chung của hợp đồng;
 - e) Hồ sơ dự thầu của Nhà thầu trúng thầu;
 - f) Hồ sơ mời thầu và các tài liệu sửa đổi hồ sơ mời thầu.

3. Luật và ngôn ngữ

Luật điều chỉnh hợp đồng là luật Việt Nam, ngôn ngữ của hợp đồng là tiếng Việt.

4. Thông báo

- 4.1. Bất cứ thông báo nào của một bên gửi cho bên kia liên quan đến hợp đồng phải được thể hiện bằng văn bản, theo địa chỉ quy định tại **Hợp đồng**. Thuật ngữ “bằng văn bản” có nghĩa là hình thức truyền đạt thông tin dưới dạng viết và có bằng chứng về việc tiếp nhận thông tin.
- 4.2. Thông báo của một bên sẽ được coi là có hiệu lực kể từ ngày bên kia nhận được hoặc theo ngày hiệu lực nêu trong thông báo, tùy theo ngày nào đến muộn hơn.

5. Bảo đảm thực hiện hợp đồng

- 5.1. Bảo đảm thực hiện hợp đồng phải được nộp lên Chủ đầu tư không muộn hơn ngày quy định tại Thư chấp thuận HSDT và trao hợp đồng. Bảo đảm thực hiện hợp đồng được thực hiện bằng một trong các hình thức sau:

a) Nộp thư bảo lãnh của tổ chức tín dụng trong nước, chi nhánh ngân hàng nước ngoài được thành lập theo pháp luật Việt Nam;

b) Nộp giấy chứng nhận bảo hiểm bảo lãnh của doanh nghiệp bảo hiểm phi nhân thọ trong nước, chi nhánh doanh nghiệp bảo hiểm phi nhân thọ nước ngoài được thành lập theo pháp luật Việt Nam. Bảo đảm thực hiện hợp đồng theo quy định tại điểm a và điểm b khoản này là bảo đảm không có điều kiện (trả tiền khi có yêu cầu), theo mẫu quy định tại Phần 4 hoặc một mẫu khác được Chủ đầu tư chấp thuận.

c) Hình thức khác được Chủ đầu tư chấp thuận quy định tại **Hợp đồng**.

5.2. Bảo đảm thực hiện hợp đồng có giá trị và hiệu lực quy định tại **Hợp đồng**.

5.3. Bảo đảm thực hiện hợp đồng sẽ được trả cho Chủ đầu tư để bồi thường cho bất kỳ tổn thất nào phát sinh do Nhà thầu không hoàn thành các nghĩa vụ hợp đồng.

5.4. Thời hạn hoàn trả bảo đảm thực hiện hợp đồng theo quy định tại **Hợp đồng**.

6. Ký hợp đồng thầu phụ

6.1. Nhà thầu được ký kết hợp đồng với các nhà thầu phụ trong danh sách các nhà thầu phụ quy định tại **Hợp đồng** để thực hiện dịch vụ liên quan nêu trong HSDT. Việc sử dụng nhà thầu phụ sẽ không làm thay đổi các nghĩa vụ của nhà thầu. Nhà thầu phải chịu trách nhiệm trước Chủ đầu tư về khối lượng, chất lượng, tiến độ và các nghĩa vụ khác đối với phần việc do nhà thầu phụ thực hiện.

Việc thay thế, bổ sung nhà thầu phụ trong danh sách các nhà thầu phụ nêu trong HSDT hoặc thay đổi nội dung thầu phụ nêu trong HSDT chỉ được thực hiện khi được chủ đầu tư chấp thuận; việc sử dụng nhà thầu phụ phải phù hợp với nhu cầu của nhà thầu trong thực hiện hợp đồng, nhà thầu phụ phải đáp ứng về năng lực, kinh nghiệm theo yêu cầu của nhà thầu.

6.2. Nhà thầu có trách nhiệm thanh toán đầy đủ và đúng hạn cho nhà thầu phụ theo các điều khoản thỏa thuận giữa Nhà thầu và nhà thầu phụ.

7. Giải quyết tranh chấp

7.1. Chủ đầu tư và Nhà thầu có trách nhiệm giải quyết các tranh chấp phát sinh giữa hai bên thông qua thương lượng, hòa giải.

7.2. Nếu tranh chấp không thể giải quyết được bằng thương lượng, hòa giải trong thời gian quy định tại **Hợp đồng** kể từ ngày phát sinh tranh chấp thì bất kỳ bên nào cũng đều có thể yêu cầu đưa việc tranh chấp ra giải quyết theo cơ chế được quy định tại Hợp đồng.

8. Phạm vi cung cấp

Hàng hóa và dịch vụ liên quan phải được cung cấp theo quy định tại **Hợp đồng**.

9. Tiến độ giao hàng, lịch hoàn thành các dịch vụ liên quan (nếu có) và tài liệu chứng từ

Tiến độ giao hàng và lịch hoàn thành các dịch vụ liên quan (nếu có) phải được thực hiện theo quy định tại **Hợp đồng**. Nhà thầu phải cung cấp các hoá đơn, chứng từ tài liệu khác theo quy định tại **Hợp đồng**.

10. Trách nhiệm của Nhà thầu

Nhà thầu phải cung cấp toàn bộ hàng hóa và dịch vụ liên quan (nếu có) trong phạm vi cung cấp quy định tại Mục 8 ĐKC và theo tiến độ giao hàng, lịch hoàn thành các dịch vụ liên quan quy định tại Mục 9 ĐKC.

11. Loại hợp đồng và giá hợp đồng

11.1. Loại hợp đồng: theo quy định tại **Hợp đồng**.

11.2. Giá hợp đồng quy định tại **Hợp đồng** là toàn bộ chi phí để hoàn thành việc cung cấp hàng hoá và dịch vụ liên quan của gói thầu nêu trong Bảng giá hợp đồng trên cơ sở bảo đảm tiến độ, chất lượng theo đúng yêu cầu của gói thầu.

12. Thuế, phí, lệ phí

12.1. Nhà thầu chịu trách nhiệm đối với toàn bộ chi phí về thuế, phí, lệ phí phát sinh cho đến khi hàng

hóa được giao cho Chủ đầu tư.

12.2. Trường hợp Nhà thầu thuộc đối tượng được miễn, giảm thuế, phí, lệ phí, Chủ đầu tư tạo điều kiện tối đa cho Nhà thầu áp dụng các chính sách miễn, giảm thuế, phí, lệ phí và được quy định tại **Hợp đồng**.

12.3. Việc điều chỉnh thuế thực hiện theo quy định tại **Hợp đồng**.

13. Tạm ứng

13.1. Chủ đầu tư phải cấp cho Nhà thầu khoản tiền tạm ứng theo quy định tại **Hợp đồng**, sau khi Nhà thầu nộp Bảo lãnh tạm ứng tương đương với khoản tiền tạm ứng. Bảo lãnh tạm ứng phải được phát hành bởi một tổ chức tín dụng hoặc chi nhánh ngân hàng nước ngoài được thành lập theo pháp luật Việt Nam.

13.2. Nhà thầu chỉ được sử dụng tiền tạm ứng cho việc thực hiện Hợp đồng. Nhà thầu phải chứng minh rằng khoản tiền tạm ứng đã được sử dụng đúng mục đích, đúng đối tượng bằng cách nộp bản sao các hóa đơn chứng từ hoặc tài liệu liên quan cho Chủ đầu tư.

14. Thanh toán

14.1. Yêu cầu thanh toán của Nhà thầu phải được gửi cho Chủ đầu tư bằng văn bản, kèm theo hóa đơn mô tả hàng hóa đã bàn giao và các dịch vụ liên quan đã thực hiện, cùng với chứng từ nộp theo quy định tại Điều 9 ĐKC và gửi yêu cầu thanh toán khi đã hoàn thành các nghĩa vụ khác quy định trong hợp đồng.

14.2. Việc thanh toán thực hiện theo quy định tại **Hợp đồng**.

14.3. Đồng tiền thanh toán là VND.

15. Quyền tác giả

Quyền tác giả đối với tất cả các bản vẽ, tài liệu và hồ sơ chứa đựng thông tin và dữ liệu mà Nhà thầu đã nộp cho Chủ đầu tư vẫn thuộc về Nhà thầu. Trường hợp các bản vẽ, tài liệu và hồ sơ đó được cung cấp cho Chủ đầu tư một cách trực tiếp hoặc thông qua Nhà thầu bởi một bên thứ ba thì quyền tác giả đối với các bản vẽ, tài liệu và hồ sơ thuộc về bên thứ ba đó.

16. Sử dụng các tài liệu và thông tin liên quan đến hợp đồng

16.1. Chủ đầu tư và Nhà thầu phải bảo mật bất kỳ tài liệu, dữ liệu hoặc thông tin nào khác liên quan đến hợp đồng do một bên cung cấp trực tiếp hoặc gián tiếp cho bên kia, không được tiết lộ tài liệu, dữ liệu hoặc thông tin đó cho bên thứ ba nếu không có văn bản đồng ý của bên kia cho dù tài liệu, dữ liệu hoặc thông tin đó được cung cấp trước, trong hoặc sau khi hoàn thành hoặc chấm dứt hợp đồng. Nhà thầu có thể chuyển cho nhà thầu phụ các tài liệu, dữ liệu và thông tin phù hợp do Chủ đầu tư cung cấp để nhà thầu phụ thực hiện công việc của mình theo hợp đồng; trong trường hợp này, nhà thầu phụ phải có cam kết với Nhà thầu về việc bảo mật các tài liệu, dữ liệu hoặc thông tin đó.

16.2. Chủ đầu tư không được sử dụng các tài liệu, dữ liệu và thông tin khác nhận được từ Nhà thầu cho bất kỳ mục đích nào khác không liên quan đến hợp đồng. Nhà thầu không được sử dụng các tài liệu, dữ liệu và thông tin khác nhận được từ Chủ đầu tư cho bất kỳ mục đích nào khác không liên quan đến việc thực hiện hợp đồng.

16.3. Nghĩa vụ của Chủ đầu tư và Nhà thầu quy định tại Mục 16.1 và Mục 16.2 ĐKC không áp dụng đối với các thông tin sau đây:

- a) Thông tin mà Chủ đầu tư hoặc Nhà thầu cần cung cấp cho cấp có thẩm quyền;
- b) Thông tin đã hoặc sẽ được công bố mà không phải do lỗi của Chủ đầu tư hoặc Nhà thầu;
- c) Thông tin thuộc sở hữu của một bên vào thời điểm công bố và trước đó không phải do bên kia cung cấp trực tiếp hoặc gián tiếp;
- d) Thông tin mà một bên nhận được một cách hợp pháp từ một bên thứ ba không có nghĩa vụ bảo mật thông tin.

16.4. Các quy định tại Mục 16 ĐKC không làm thay đổi bất kỳ cam kết bảo mật nào do một bên đưa



ra trước ngày ký hợp đồng liên quan đến việc cung cấp hàng hóa, dịch vụ.

16.5. Các quy định tại Mục 16 ĐKC tiếp tục có hiệu lực sau khi hoàn thành hoặc chấm dứt hợp đồng vì bất cứ lý do gì.

17. Thông số kỹ thuật và tiêu chuẩn

Hàng hóa và các dịch vụ liên quan được cung cấp theo hợp đồng sẽ phải tuân theo các thông số kỹ thuật và tiêu chuẩn quy định tại Chương V; nếu tại Chương V không quy định đến một thông số hay tiêu chuẩn nào có thể áp dụng thì phải tuân thủ theo thông số và tiêu chuẩn tương đương hoặc cao hơn tiêu chuẩn hiện hành tại quốc gia hoặc vùng lãnh thổ mà hàng hóa có xuất xứ.

18. Đóng gói hàng hoá

18.1. Nhà thầu phải đóng gói hàng hóa đúng yêu cầu nhằm tránh hư hỏng trong quá trình vận chuyển đến địa điểm dự án theo quy định trong hợp đồng. Trong quá trình vận chuyển, bao gói hàng hóa phải đủ chắc chắn để chịu được những va chạm mạnh, nhiệt độ quá cao hoặc quá thấp, trong nước mặn, nước mưa và ở ngoài trời. Kích thước và trọng lượng của mỗi kiện hàng phải tính đến điều kiện vận chuyển như khoảng cách, phương tiện vận chuyển, điều kiện cơ sở hạ tầng... từ nơi xuất hàng đến địa điểm dự án.

18.2. Việc đóng gói, ghi chú đối với hàng hóa, các giấy tờ bên trong và bên ngoài kiện hàng phải tuân thủ các yêu cầu cụ thể trong hợp đồng, bao gồm cả các yêu cầu (nếu có) quy định ở **Hợp đồng** và các chỉ dẫn khác của Chủ đầu tư.

19. Bảo hiểm

Trừ trường hợp có quy định khác tại **Hợp đồng**, hàng hóa cung cấp theo hợp đồng phải được bảo hiểm đầy đủ cho các tổn thất, hư hại có thể xảy ra trong quá trình sản xuất hoặc tiếp nhận, vận chuyển, lưu kho và giao hàng theo quy định tại **Hợp đồng**.

20. Vận chuyển và các dịch vụ phát sinh

20.1. Yêu cầu về vận chuyển hàng hóa và các yêu cầu khác quy định tại **Hợp đồng**.

20.2. Chủ đầu tư có thể yêu cầu Nhà thầu cung cấp một hoặc một số dịch vụ sau đây, bao gồm cả các dịch vụ (nếu có) theo quy định tại **Hợp đồng**:

- a) Thực hiện việc lắp đặt hoặc giám sát việc lắp đặt tại hiện trường, chạy thử hàng hóa;
- b) Cung cấp các dụng cụ cần thiết để lắp ráp, bảo dưỡng hàng hóa;
- c) Cung cấp tài liệu chi tiết hướng dẫn vận hành và bảo dưỡng cho từng loại hàng hóa;
- d) Vận hành hoặc giám sát hoặc bảo dưỡng, sửa chữa hàng hóa trong khoảng thời gian đã được các bên thỏa thuận, với điều kiện là dịch vụ này sẽ không miễn trừ cho Nhà thầu khỏi bất kỳ nghĩa vụ bảo hành nào theo hợp đồng này;
- đ) Hướng dẫn nhân sự của Chủ đầu tư về cách lắp đặt, chạy thử, vận hành, bảo dưỡng, sửa chữa hàng hóa.

20.3. Trường hợp phát sinh dịch vụ ngoài hợp đồng, Chủ đầu tư và Nhà thầu thương thảo về chi phí thực hiện dịch vụ, bảo đảm không vượt quá mức giá mà Nhà thầu áp dụng cho dịch vụ tương tự trong các hợp đồng khác.

21. Kiểm tra và thử nghiệm hàng hóa

Nhà thầu phải tiến hành tất cả các thử nghiệm, kiểm tra đối với hàng hóa và dịch vụ liên quan theo quy định tại **Hợp đồng** và chịu toàn bộ chi phí thử nghiệm, kiểm tra theo quy định của Hợp đồng.

22. Phạt và bồi thường thiệt hại

Phạt vi phạm hợp đồng và bồi thường thiệt hại theo quy định tại **Hợp đồng**.

23. Bảo hành

23.1. Nhà thầu bảo đảm cung cấp hàng hóa mới, chưa qua sử dụng theo đúng đề xuất đã nêu.

23.2. Nhà thầu bảo đảm hàng hóa không phát sinh khiếm khuyết do bất kỳ hành động hay sơ suất nào từ phía Nhà thầu hoặc do thiết kế, vật liệu hoặc kỹ thuật chế tạo khi hàng hóa được sử dụng bình

thường trong các điều kiện phổ biến tại Việt Nam.

23.3. Thời hạn bảo hành và địa điểm áp dụng bảo hành quy định tại **Hợp đồng**.

23.4. Trường hợp phát hiện khiếm khuyết của hàng hóa, Chủ đầu tư kịp thời thông báo cho Nhà thầu, kèm theo tài liệu chứng minh. Chủ đầu tư tạo điều kiện cho Nhà thầu tiến hành kiểm tra các khiếm khuyết đó.

23.5. Sau khi nhận được thông báo của Chủ đầu tư về việc hàng hóa có khiếm khuyết, Nhà thầu phải kịp thời sửa chữa hoặc thay thế hàng hóa có khiếm khuyết trong thời hạn quy định tại **Hợp đồng** và chịu toàn bộ chi phí sửa chữa, thay thế.

23.6. Trường hợp đã được thông báo nhưng Nhà thầu không tiến hành sửa chữa khiếm khuyết của hàng hóa trong thời hạn quy định tại **Hợp đồng**, Chủ đầu tư có thể tự sửa chữa (nếu cần thiết). Nhà thầu phải chịu tất cả rủi ro và chi phí liên quan. Việc Chủ đầu tư tự sửa chữa khiếm khuyết của hàng hóa không ảnh hưởng đến các quyền khác của Chủ đầu tư đối với Nhà thầu theo hợp đồng.

24. Bồi thường vi phạm sáng chế

24.1. Với điều kiện là Chủ đầu tư tuân thủ Mục 24.2 ĐKC, Nhà thầu có nghĩa vụ bồi thường, bảo đảm Chủ đầu tư và nhân sự của Chủ đầu tư không bị tổn hại bởi bất kỳ vụ kiện tụng, thủ tục hành chính, khiếu nại, yêu cầu, tổn thất, thiệt hại, chi phí nào, bao gồm cả chi phí thuê luật sư vì có vi phạm hoặc cáo buộc vi phạm sáng chế, mẫu hữu ích, kiểu dáng công nghiệp, nhãn hiệu, quyền tác giả hoặc các quyền sở hữu trí tuệ khác đã đăng ký hoặc tồn tại vào ngày ký hợp đồng mà các vi phạm hoặc cáo buộc vi phạm đó liên quan tới:

a) Việc lắp đặt hàng hóa do Nhà thầu thực hiện hoặc việc sử dụng hàng hóa tại Việt Nam;

b) Việc bán các sản phẩm được sản xuất từ hàng hóa.

Việc bồi thường nêu trên không áp dụng đối với các trường hợp sau: sử dụng hàng hóa hoặc bất kỳ phần nào của hàng hóa ngoài mục đích nêu trong hợp đồng hoặc phát sinh hợp lý từ hợp đồng; có hành vi vi phạm do sử dụng hàng hóa hoặc bất kỳ phần nào của hàng hóa, hay bất kỳ sản phẩm nào được sản xuất từ hàng hóa có sự kết hợp các thiết bị, nhà xưởng hoặc vật tư khác không phải do Nhà thầu cung cấp theo hợp đồng.

24.2. Trường hợp xảy ra kiện tụng hoặc khiếu nại đối với Chủ đầu tư liên quan tới các vấn đề quy định tại Mục 24.1 ĐKC, Chủ đầu tư có nghĩa vụ thông báo kịp thời cho Nhà thầu. Nhà thầu có thể nhân danh Chủ đầu tư giải quyết kiện tụng hoặc khiếu nại đó hoặc thương thảo để giải quyết kiện tụng hoặc khiếu nại đó và chịu trách nhiệm đối với các chi phí liên quan.

24.3. Trong vòng 28 ngày kể từ khi nhận được thông báo của Chủ đầu tư, trường hợp Nhà thầu không thông báo cho Chủ đầu tư về ý định giải quyết kiện tụng hay khiếu nại đó, Chủ đầu tư sẽ tự giải quyết.

24.4. Trường hợp được yêu cầu, Chủ đầu tư hỗ trợ Nhà thầu giải quyết vụ kiện tụng hay khiếu nại đó và sẽ được Nhà thầu hoàn trả mọi chi phí hợp lý phát sinh.

24.5. Chủ đầu tư có nghĩa vụ bồi thường, đảm bảo Nhà thầu, nhà thầu phụ, nhân sự của Nhà thầu không bị tổn hại bởi bất kỳ vụ kiện tụng, thủ tục hành chính, khiếu nại, yêu cầu, tổn thất, thiệt hại, chi phí nào, bao gồm cả chi phí thuê luật sư vì có vi phạm hoặc cáo buộc vi phạm sáng chế, mẫu hữu ích, kiểu dáng công nghiệp, nhãn hiệu, quyền tác giả hoặc các quyền sở hữu trí tuệ khác đã đăng ký hoặc tồn tại vào ngày ký hợp đồng mà các vi phạm hoặc cáo buộc vi phạm đó phát sinh từ hoặc liên quan đến bất kỳ thiết kế, dữ liệu, bản vẽ, thông số kỹ thuật hoặc các tài liệu và hồ sơ nào được cung cấp hoặc thiết kế bởi Chủ đầu tư hoặc thay mặt Chủ đầu tư.

25. Thay đổi liên quan đến pháp lý

Trừ trường hợp có quy định khác tại hợp đồng, kể từ 28 ngày trước ngày có thời điểm đóng thầu trở về sau, nếu có bất kỳ chính sách nào được ban hành, thay thế, sửa đổi hoặc tuyên bố hết hiệu lực tại Việt Nam gây ảnh hưởng đến ngày giao hàng và/hoặc giá hợp đồng thì ngày giao hàng hoặc giá hợp

đồng phải được điều chỉnh tương ứng với mức độ ảnh hưởng của nhà thầu khi thực hiện các nghĩa vụ theo hợp đồng. Phân tăng hoặc giảm giá hợp đồng không được thanh toán riêng hay ghi nhận khoản phải trả riêng nếu việc tăng hoặc giảm giá hợp đồng này đã được quy định tại Mục 11 ĐKC.

26. Bất khả kháng

26.1. Nhà thầu không bị tịch thu bảo lãnh thực hiện hợp đồng, không phải chịu trách nhiệm bồi thường thiệt hại hay bị phạt hoặc bị chấm dứt hợp đồng nếu rơi vào các sự kiện bất khả kháng gây cản trở tiến độ thực hiện hợp đồng hoặc không thể thực hiện nghĩa vụ hợp đồng.

26.2. Khi xảy ra sự việc bất khả kháng, việc một bên không thực hiện được bất kỳ một nghĩa vụ nào của mình sẽ không bị coi là vi phạm hay phá vỡ Hợp đồng, với điều kiện nhà thầu bị ảnh hưởng bởi vụ việc này: (a) đã tiến hành những biện pháp ngăn ngừa hợp lý, cẩn trọng và các biện pháp thay thế cần thiết, tất cả với mục đích thực hiện được những điều khoản và điều kiện của Hợp đồng này, và (b) phải tiếp tục thực hiện các nghĩa vụ của mình trong phạm vi Hợp đồng chừng nào việc thực hiện này còn hợp lý và thực tế.

26.3. Trong hợp đồng này, bất khả kháng được hiểu là các sự kiện nằm ngoài tầm kiểm soát của các bên và không thể lường trước, không thể tránh được và khiến cho việc thực hiện hợp đồng là không khả thi mà nguyên nhân không phải do sơ suất hoặc thiếu chú ý của các bên. Sự kiện bất khả kháng có thể bao gồm nhưng không giới hạn bởi chiến tranh, bạo loạn, đình công, hỏa hoạn, lũ lụt, dịch bệnh, cách ly do kiểm dịch hoặc các chính sách, quy định của Nhà nước.

26.4. Khi xảy ra sự kiện bất khả kháng, nhà thầu bị ảnh hưởng bởi sự kiện bất khả kháng phải kịp thời thông báo bằng văn bản cho bên kia về sự kiện đó và nguyên nhân gây ra sự kiện trong vòng 14 ngày kể từ ngày xảy ra sự kiện bất khả kháng. Đồng thời, chuyển cho bên kia giấy xác nhận về sự kiện bất khả kháng đó được cấp bởi một tổ chức có thẩm quyền tại nơi xảy ra sự kiện bất khả kháng. Nhà thầu bị ảnh hưởng bởi sự kiện bất khả kháng phải tiếp tục thực hiện các nghĩa vụ hợp đồng theo hoàn cảnh thực tế cho phép và phải tìm mọi biện pháp hợp lý để hạn chế hậu quả của sự việc bất khả kháng.

26.5. Thời hạn mà một bên phải hoàn thành một công việc theo Hợp đồng này được gia hạn thêm một khoảng thời gian bằng đúng thời gian bên đó không thể thực hiện được công việc do sự kiện bất khả kháng gây ra.

27. Sửa đổi hợp đồng

27.1. Chủ đầu tư có thể yêu cầu Nhà thầu sửa đổi, bổ sung các nội dung sau đây trong phạm vi công việc của hợp đồng:

- a) Thay đổi bản vẽ, thiết kế công nghệ hoặc yêu cầu kỹ thuật đối với trường hợp hàng hóa cung cấp theo hợp đồng được đặt hàng sản xuất cho riêng Chủ đầu tư;
 - b) Thay đổi phương thức vận chuyển hoặc đóng gói;
 - c) Thay đổi địa điểm giao hàng;
 - d) Thay đổi dịch vụ liên quan.
- đ) Điều chỉnh tiến độ thực hiện hợp đồng theo quy định tại Mục 28 ĐKC.

27.2. Trường hợp việc sửa đổi, bổ sung các nội dung trong phạm vi công việc của hợp đồng quy định tại Mục 27.1 ĐKC làm thay đổi chi phí hoặc thời gian thực hiện bất kỳ điều khoản nào trong hợp đồng, giá hợp đồng hoặc ngày giao hàng, ngày hoàn thành dịch vụ liên quan phải được điều chỉnh tương ứng và hai bên tiến hành sửa đổi hợp đồng. Yêu cầu của Nhà thầu về việc điều chỉnh giá hợp đồng, ngày giao hàng hoặc ngày hoàn thành phải được tiến hành trong vòng 28 ngày, kể từ ngày Nhà thầu nhận được yêu cầu của Chủ đầu tư về việc sửa đổi, bổ sung nội dung công việc của hợp đồng.

27.3. Trường hợp Nhà thầu cung cấp hàng hóa với phiên bản mới của cùng hãng sản xuất, có cùng xuất xứ, có tính năng kỹ thuật, cấu hình, thông số... tương đương hoặc tốt hơn phiên bản hàng hóa Nhà thầu đề xuất trong HSDT và đáp ứng yêu cầu HSMT thì Nhà thầu phải thông báo trước bằng

văn bản cho Chủ đầu tư để Chủ đầu tư xem xét. Trong trường hợp này, căn cứ nhu cầu sử dụng, Chủ đầu tư có thể chấp thuận đề xuất của Nhà thầu với điều kiện là đơn giá và các điều kiện khác của hợp đồng không thay đổi.

27.4. Trường hợp cần thực hiện các dịch vụ liên quan chưa nêu trong hợp đồng, Chủ đầu tư và Nhà thầu tiến hành thương thảo, bảo đảm đơn giá phù hợp giá cả thị trường.

27.5. Chủ đầu tư và Nhà thầu sẽ tiến hành thương thảo để làm cơ sở ký kết văn bản sửa đổi hợp đồng trong trường hợp sửa đổi hợp đồng. Mọi giao dịch trong quá trình thực hiện hợp đồng được các Bên thực hiện bằng văn bản và gửi theo đường bưu chính hoặc theo số Fax tới địa chỉ đăng ký hoặc số Fax của mỗi Bên ghi trong hợp đồng và email đến địa chỉ email theo mẫu quy định tại **Hợp đồng**.

27.6. Trong thời gian thực hiện hợp đồng, nhà thầu có thể đề xuất giải pháp tiết kiệm chi phí bao gồm ít nhất các nội dung sau đây:

- a) Nội dung giải pháp, giải thích sự khác biệt so với các yêu cầu theo hợp đồng đã ký kết;
- b) Phân tích toàn diện chi phí và lợi ích của giải pháp bao gồm mô tả và ước tính các chi phí (bao gồm cả chi phí vòng đời) có thể phát sinh cho Chủ đầu tư trong trường hợp chấp thuận đề xuất của Nhà thầu;
- c) Tác động của giải pháp đối với hiệu quả thực hiện hợp đồng.

27.7. Chủ đầu tư có thể chấp thuận đề xuất của Nhà thầu nếu đề xuất này chứng minh được một trong các lợi ích dưới đây mà không làm ảnh hưởng đến các chức năng cần thiết của hàng hóa:

- a) Rút ngắn thời gian giao hàng;
- b) Giảm giá hợp đồng hoặc chi phí vòng đời cho Chủ đầu tư;
- c) Nâng cao chất lượng, hiệu quả hoặc tính bền vững của hàng hóa trong hợp đồng;
- d) Bất kỳ lợi ích nào khác cho Chủ đầu tư.

Trường hợp đề xuất của Nhà thầu được Chủ đầu tư chấp thuận và làm giảm giá hợp đồng, Chủ đầu tư thanh toán cho Nhà thầu theo tỷ lệ quy định tại **Hợp đồng** đối với phần giá trị giảm giá hợp đồng. Trường hợp đề xuất của Nhà thầu được Chủ đầu tư chấp thuận và làm tăng giá hợp đồng nhưng giảm chi phí vòng đời do tác động của các yếu tố quy định tại các điểm a, b, c và d khoản này, Chủ đầu tư thanh toán cho Nhà thầu theo phần giá trị tăng giá hợp đồng.

28. Điều chỉnh tiến độ thực hiện hợp đồng

28.1. Trong quá trình thực hiện hợp đồng, trường hợp phát sinh các điều kiện bất lợi, cản trở Nhà thầu hoặc nhà thầu phụ trong việc cung cấp hàng hóa và lịch thực hiện các dịch vụ liên quan quy định tại Mục 9 ĐKC, Nhà thầu phải kịp thời thông báo bằng văn bản cho Chủ đầu tư về việc chậm tiến độ, nguyên nhân, khoảng thời gian chậm tiến độ. Trên cơ sở thông báo của Nhà thầu, Chủ đầu tư phải nhanh chóng đánh giá tình hình và có thể xem xét gia hạn hợp đồng. Trường hợp Chủ đầu tư đồng ý gia hạn, các bên tiến hành thương thảo để làm cơ sở ký kết phụ lục sửa đổi, bổ sung hợp đồng.

28.2. Trừ trường hợp bất khả kháng quy định tại Mục 26 ĐKC, Nhà thầu giao hàng chậm hoặc hoàn thành dịch vụ liên quan chậm có nghĩa vụ bồi thường thiệt hại cho Chủ đầu tư theo quy định tại Mục 22 ĐKC.

29. Chấm dứt hợp đồng

29.1. Chấm dứt hợp đồng do sai phạm

a) Chủ đầu tư có thể chấm dứt một phần hoặc toàn bộ hợp đồng mà không gây tổn hại đến các biện pháp khắc phục vi phạm hợp đồng khác bằng cách thông báo bằng văn bản cho Nhà thầu về sai phạm trong hợp đồng trong các trường hợp sau:

- (i) Nhà thầu không thể bàn giao hàng hóa hoặc một phần hàng hóa trong thời hạn quy định theo hợp đồng, hoặc trong thời gian gia hạn theo quy định tại Mục 28 ĐKC;
- (ii) Nhà thầu không thực hiện bất kỳ nghĩa vụ nào khác theo hợp đồng;
- (iii) Chủ đầu tư xác định Nhà thầu vi phạm một trong các hành vi bị cấm quy định tại HSMT trong

quá trình đấu thầu hoặc thực hiện hợp đồng;

b) Trường hợp Chủ đầu tư chấm dứt một phần hoặc toàn bộ hợp đồng theo điểm a khoản này, Chủ đầu tư có thể mua sắm hàng hóa và dịch vụ liên quan tương tự như các hàng hóa và dịch vụ chưa được thực hiện theo các điều khoản và phương thức phù hợp. Nhà thầu phải chịu trách nhiệm bồi thường cho Chủ đầu tư các chi phí phụ trội phát sinh từ việc mua hàng hóa và dịch vụ tương tự đó. Tuy nhiên, Nhà thầu vẫn phải tiếp tục thực hiện phần hợp đồng không bị chấm dứt.

29.2. Chấm dứt hợp đồng do mất khả năng thanh toán

Trường hợp Nhà thầu phá sản hoặc mất khả năng thanh toán, Chủ đầu tư có thể chấm dứt hợp đồng vào bất kỳ thời điểm nào bằng cách gửi thông báo cho Nhà thầu. Trong trường hợp đó, hợp đồng sẽ chấm dứt và Nhà thầu không được bồi thường với điều kiện là việc chấm dứt hợp đồng không gây tổn hại hoặc ảnh hưởng đến bất kỳ quyền khởi kiện hoặc biện pháp khắc phục của Chủ đầu tư trước đó hoặc sau đó.

30. Hạn chế xuất khẩu

Trường hợp quốc gia, vùng lãnh thổ cung cấp hàng hóa, dịch vụ có các quy định thương mại dẫn tới việc hạn chế xuất khẩu, gây khó khăn cho Nhà thầu trong việc thực hiện các nghĩa vụ hợp đồng, Nhà thầu không bắt buộc phải hoàn thành nghĩa vụ giao hàng, thực hiện dịch vụ với điều kiện là Nhà thầu cung cấp cho Chủ đầu tư các tài liệu chứng minh việc đã hoàn thành tất cả các thủ tục xuất khẩu cần thiết, bao gồm cả xin giấy phép hoặc ủy quyền để xuất khẩu hàng hóa, dịch vụ theo hợp đồng. Trong trường hợp này, Chủ đầu tư có thể chấm dứt hợp đồng với Nhà thầu.



CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM

Độc lập - Tự do - Hạnh phúc

HỢP ĐỒNG SỐ: _____/25/T-N5/CNTT-_____
V/v: Hệ thống cảnh báo và thiết bị thông tin liên lạc cho dự án BK26, Lô 09-1
(Gói thầu VT-4486/25-CNTT-DA)

Căn cứ vào nhu cầu của Liên doanh Việt – Nga Vietsovpetro và khả năng cung cấp của Công ty

Hôm nay, ngày _____ tháng _____ năm 2025, các bên gồm:

BÊN A: LIÊN DOANH VIỆT - NGA VIETSOVPETRO

Địa chỉ : 105 Lê Lợi, P. Vũng Tàu, TP. Hồ Chí Minh, Việt Nam
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Đại diện : Ông – Phó Tổng giám đốc

(Theo Giấy ủy quyền của Tổng Giám đốc Vietsovpetro số/UQ-PL ngày.....)

BÊN B:

Địa chỉ :
Điện thoại :
Fax :
Tài khoản số :
Mã số thuế :
Đại diện :

Hai Bên thỏa thuận ký kết hợp đồng với các điều khoản như sau:

ĐIỀU 1. ĐỐI TƯỢNG HỢP ĐỒNG

BÊN A đồng ý mua và BÊN B đồng ý bán cho BÊN A “**Hệ thống cảnh báo và thiết bị thông tin liên lạc cho dự án BK26 - Lô 09-1**” (sau đây gọi tắt là “HÀNG” hay “HÀNG HÓA”), với đơn giá và tổng giá trị phù hợp với quy định tại **Phụ lục số 1** của Hợp đồng này (..... trang), là một phần thống nhất và không thể tách rời của Hợp đồng này.

- HÀNG HÓA phải được đảm bảo mới 100%, chưa qua sử dụng, có chất lượng cao, được sản xuất năm 2025 hoặc về sau.
- Nhà sản xuất / xuất xứ: như quy định trong **Phụ lục số 1** của Hợp đồng này.
- Hàng hóa của hợp đồng được Vietsovpetro sử dụng cho hoạt động dầu khí tại Lô 09-1.

ĐIỀU 2. GIÁ CẢ, TRỊ GIÁ HỢP ĐỒNG

- 2.1. Đơn giá chi tiết: như nêu tại Phụ lục số 01 của Hợp đồng này.
- 2.2. Tổng giá trị hợp đồng là: VNĐ (*Bằng chữ:*).
- 2.3. Giá trị của Hợp đồng nêu trên được tính trên cơ sở giao HÀNG HÓA tại kho Vietsovpetro, TP.HCM. Giá trên là giá bán hàng hóa bao gồm nhưng không giới hạn bởi giá trị hàng hóa, chi phí thiết kế, mua sắm, chi phí cho cơ quan đăng kiểm độc lập phê duyệt, phí vận chuyển,

tài liệu kỹ thuật, giám định hàng hoá trước khi gửi hàng, các chi phí cho người của Bên B tham gia giám sát lắp đặt, hỗ trợ vận hành, chạy thử thiết bị trong bờ và/hoặc ngoài biển, đào tạo và các chi phí khác liên quan đến việc thực hiện hợp đồng này.

2.4. Thuế nhập khẩu, thuế GTGT được xác định theo quy định hiện hành của Nhà nước áp dụng cho Liên doanh Việt - Nga Vietsovpetro cho Lô 09-1.

2.5. Giá trên bao gồm:

Giá trị HÀNG HÓA: VNĐ.

Trong đó:

– Tiền hàng hóa nhập khẩu (dùng Quota): VNĐ

Giá trị hợp đồng nêu trên không bao gồm thuế GTGT và thuế nhập khẩu của giá trị hàng hóa nhập khẩu ghi trên Tờ khai Hải quan, nhưng đã bao gồm toàn bộ các thuế, phí và chi phí phát sinh trong lãnh thổ Việt Nam. Bên B sẽ sử dụng “Danh mục hàng hóa dự kiến nhập khẩu, tạm nhập tái xuất phục vụ hoạt động dầu khí được miễn thuế nhập khẩu” của Bên A để làm thủ tục nhập khẩu hàng hóa và miễn thuế theo Hiệp định.

Giá trị DỊCH VỤ KỸ THUẬT: VNĐ (đã bao gồm thuế GTGT).

Đơn giá tại Phụ lục số 1 của Hợp đồng là cố định và không thay đổi trong suốt thời gian Hợp đồng có hiệu lực.

2.6 Phạm vi lựa chọn: Bên A có quyền bổ sung hợp đồng cho những phạm vi công việc lựa chọn như quy định tại Phụ lục số 01 bằng việc gửi yêu cầu bằng văn bản cho Bên B. Trong trường hợp đó, giá trị Hợp đồng tại Điều 2.2 sẽ được điều chỉnh tương ứng.

ĐIỀU 3. PHÊ DUYỆT TÀI LIỆU KỸ THUẬT/ TÀI LIỆU

3.1 Sau khi kí kết Hợp đồng BÊN B sẽ gửi tài liệu thiết kế lần đầu tiên theo danh mục và thời hạn quy định trong **Phụ lục số 2 (DANH MỤC CÁC TÀI LIỆU KỸ THUẬT)**. Những tài liệu này sẽ được gửi cho BÊN A và Cơ quan đăng kiểm quốc tế cùng một thời gian để xem xét, cho ý kiến và phê duyệt để bảo đảm thiết kế của BÊN B đáp ứng yêu cầu kỹ thuật nêu trong Hợp đồng cũng như các quy chuẩn quốc tế và Việt Nam về kỹ thuật, an toàn áp dụng cho các công trình biển, ngành dầu khí. Tài liệu thiết kế được gửi cho BÊN A đồng thời bằng email theo địa chỉ:

- hungvd.ts@vietsov.com.vn;
- binhtn.rd@vietsov.com.vn;
- hoadx.ts@vietsov.com.vn;
- tungdx.ts@vietsov.com.vn;
- nebozhenko.ts@vietsov.com.vn;
- tuandk.ts@vietsov.com.vn;
- cuongpc.ts@vietsov.com.vn;
- congdd.rd@vietsov.com.vn;

3.2 Trong vòng bảy (07) ngày làm việc sau khi nhận được tài liệu, BÊN A sẽ xem xét và phê duyệt tài liệu hoặc cho ý kiến (nếu các tài liệu không đáp ứng yêu cầu của Hợp đồng). Trong vòng bảy (07) ngày làm việc sau khi nhận được ý kiến của BÊN A, BÊN B sẽ hiệu chỉnh tài liệu, chuyển cho BÊN A để phê duyệt lại. BÊN A sẽ thông báo bằng văn bản kết quả phê duyệt của mình tới BÊN B trong vòng bảy (07) ngày làm việc sau khi nhận được tài liệu đã được hiệu chỉnh của BÊN B.



- 3.3 Tài liệu sau khi sửa đổi/ hiệu chỉnh sẽ được gửi cho Cơ quan đăng kiểm quốc tế để phê duyệt (đối với các Tài liệu yêu cầu có Cơ quan đăng kiểm quốc tế phê duyệt), bất kỳ Tài liệu nào có ý kiến sửa đổi của BÊN A và/ hoặc Cơ quan đăng kiểm quốc tế sẽ được sửa lại theo đúng yêu cầu của BÊN A và/ hoặc Cơ quan đăng kiểm quốc tế. Trong trường hợp có sự khác biệt giữa ý kiến của BÊN A và Cơ quan đăng kiểm quốc tế, ý kiến của Cơ quan đăng kiểm quốc tế sẽ được áp dụng.
- 3.4 Trong quá trình xem xét và phê duyệt Tài liệu, BÊN A có quyền yêu cầu BÊN B thay thế, với chi phí của BÊN B, bất kỳ chi tiết hoặc bộ phận của Tài liệu nào mà không đáp ứng yêu cầu của Hợp đồng. Mọi chi phí trong quá trình xem xét phê duyệt Tài liệu do lỗi của BÊN B hoặc Nhà sản xuất sẽ do BÊN B chịu.
- 3.5 Tài liệu đã được BÊN A và Cơ quan đăng kiểm quốc tế phê duyệt sẽ được coi là tài liệu kỹ thuật chính thức của Hợp đồng này.
- 3.6 Việc xem xét và phê duyệt Tài liệu và số liệu của Cơ quan đăng kiểm quốc tế và BÊN A chỉ là yêu cầu cơ bản của Hợp đồng và sẽ không làm thay đổi trách nhiệm của BÊN B đối với Hợp đồng này.
- 3.7 Sau khi hoàn thành việc phê duyệt Tài liệu, BÊN B và BÊN A sẽ ký Biên bản Phê duyệt Tài liệu (**Phụ lục số 3**).
- 3.8 Trong trường hợp nếu BÊN A không phê duyệt Tài liệu trong thời hạn nêu trong điều khoản 3.3 mà không do lỗi của BÊN B, BÊN B có quyền kéo dài thời hạn giao HÀNG HÓA tương ứng với thời gian chậm phê duyệt Tài liệu của BÊN A.
- 3.9 Bất kỳ sự chậm trễ nào phát sinh do lỗi của BÊN B dẫn đến việc BÊN A không phê duyệt được Tài liệu hoặc chậm phê duyệt Tài liệu thì BÊN B phải chịu trách nhiệm và BÊN A sẽ áp dụng mức phạt là 0,2% giá trị thiết bị cho mỗi tuần chậm.
- 3.10 Trong trường hợp cần đẩy nhanh tiến độ phê duyệt thiết kế, BÊN A, bằng chi phí của mình có quyền cử các đại diện của BÊN A sang cơ sở thiết kế của BÊN B để phê duyệt tài liệu thiết kế theo quy định tại Điều 3.1. BÊN B có trách nhiệm hỗ trợ làm visa cho đại diện của BÊN A cũng như các công việc cần thiết cho BÊN A để giải quyết tất cả các vấn đề liên quan đến việc ăn ở, đi lại của đại diện BÊN A tại nước phê duyệt tài liệu thiết kế.

ĐIỀU 4. GIAO NHẬN HÀNG HOÁ

- 4.1 Hàng hóa được giao phải phù hợp với yêu cầu quy định của hợp đồng này trong thời hạn là **150 ngày lịch** tính kể từ ngày Vietsovpetro gửi thư thông báo trúng thầu (LOI) (ngày ____/____/____). Ngày giao hàng của hợp đồng này được ghi trong Biên bản giao nhận hàng do đại diện hai bên ký như quy định tại Điều 4.7 dưới đây.
- 4.2 *(Đối với trường hợp nhà thầu sử dụng quota của VSP để nhập khẩu hàng hóa)* Bên B tự chịu trách nhiệm làm thủ tục hải quan cho hàng hóa nhập khẩu. Bên A cho phép Bên B được sử dụng hạn mức nhập khẩu của Bên A đã đăng ký tại Hải quan Vũng Tàu để làm thủ tục nhập khẩu và hỗ trợ Bên B về mặt giấy tờ trong việc sử dụng hạn mức nhập khẩu của Bên A cho lô hàng nhập khẩu của Hợp đồng này để Bên B xin miễn thuế nhập khẩu và thuế giá trị gia tăng của giá trị hàng hóa nhập khẩu ghi trên Tờ khai Hải quan theo quy định cho Liên doanh Việt – Nga Vietsovpetro.
- 4.3 *(Đối với trường hợp nhà thầu sử dụng quota của VSP để nhập khẩu hàng hóa)* Để thuận tiện cho việc thông quan, làm các thủ tục miễn thuế nhập khẩu và miễn thuế giá trị gia tăng của giá trị hàng hóa nhập khẩu ghi trên Tờ khai Hải quan, hàng hóa Bên B nên nhập về cảng Vũng Tàu. Bên A không chịu trách nhiệm trả tiền thuế cho Bên B trong trường hợp nếu Bên B nhập hàng hóa về cảng khác mà không làm được thủ tục miễn thuế hoặc Bên B không sử dụng hạn mức

- nhập khẩu của Bên A.
- 4.4 Bên B phải đảm bảo khi giao Hàng hóa cho Bên A phải có kèm theo đầy đủ các chứng từ như quy định tại Điều 5.2 của Hợp đồng này. Trong trường hợp Bên B giao hàng tới kho của Bên A tại Vũng Tàu nhưng chưa có đầy đủ các chứng từ theo quy định thì Bên A đồng ý cho Bên B tạm gửi hàng tại kho để chờ tập hợp đầy đủ các chứng từ cho việc giao nhận Hàng hóa chính thức. Bên A đồng ý miễn phí lưu kho đối với lô Hàng tạm gửi này của Bên B trong 05 ngày lịch đầu tiên. Kể từ ngày thứ 6 trở đi, Bên B sẽ phải trả cho Bên A chi phí lưu kho của lô Hàng theo mức đơn giá lưu kho hiện hành của Bên A đang áp dụng cho các khách hàng của Bên A. Chi phí lưu kho này sẽ được Bên A khấu trừ thẳng vào giá trị mà Bên A thanh toán cho Bên B theo quy định của Hợp đồng này hoặc những khoản thanh toán ở những Hợp đồng khác đã ký giữa Hai bên.
- 4.5 Dỡ hàng từ phương tiện của Bên B tại kho của Bên A do Bên A đảm nhận bằng phương tiện, nhân lực và chi phí của mình.
- 4.6 BÊN A có quyền từ chối nhận Hàng nếu HÀNG HÓA khi giao không đảm bảo chất lượng như đã quy định ở Điều 1, **Phụ lục số 1** của Hợp đồng này (kể cả phân dẫn chiếu), cũng như không có đầy đủ bộ chứng từ đi kèm như quy định tại Điều 5.2; 6.1 của Hợp đồng này.
- 4.7 Sau khi hoàn tất việc giao nhận toàn bộ HÀNG HÓA, đại diện hai bên sẽ ký vào Biên bản giao nhận HÀNG HÓA, ghi rõ số lượng, chủng loại, tình trạng HÀNG HÓA, chứng từ đã nhận. BÊN A ủy quyền cho lãnh đạo Xí nghiệp Dịch vụ và Trung tâm CNTT&LL (đơn vị nhận hàng của BÊN A) là đại diện có thẩm quyền ký Biên bản giao nhận (Phụ lục số 04). Xí nghiệp Dịch vụ có quyền trưng cầu cơ quan giám định, các phòng ban, bộ phận chức năng của BÊN A tham gia kiểm tra HÀNG HÓA.

ĐIỀU 5. THÔNG BÁO GIAO HÀNG HÓA VÀ CHỨNG TỪ HÀNG HOÁ

- 5.1 BÊN B phải thông báo bằng văn bản cho BÊN A ít nhất 03 ngày trước ngày chính thức giao HÀNG HÓA. Văn bản thông báo giao HÀNG HÓA phải được gửi cho BÊN A và đơn vị được uỷ quyền nhận HÀNG HÓA của BÊN A (Xí nghiệp Dịch vụ).
Văn bản thông báo giao HÀNG HÓA phải nêu rõ:
- Số Hợp đồng dẫn chiếu;
 - Loại HÀNG HÓA giao, bao gồm số lượng, khối lượng và giá trị;
 - Tên của tàu chở hàng, quốc tịch/ số hiệu;
 - Thời gian dự kiến đến nơi giao hàng;
 - Địa chỉ, điện thoại liên lạc, email, số fax của đơn vị vận chuyển;
 - Những hướng dẫn đặc biệt cần lưu ý BÊN A khi bốc dỡ...
- 5.2 Các giấy tờ yêu cầu kèm theo khi giao HÀNG HÓA:
- 5.2.1 Phiếu đóng gói chi tiết / Bản kê danh mục HÀNG HÓA (bản gốc).
- 5.2.2 Hóa đơn giá trị gia tăng – 02 hóa đơn (bản gốc/ hóa đơn điện tử có đường link để kiểm tra)
- 5.2.3 Chứng chỉ cho HÀNG HÓA:
- Chứng chỉ xuất xứ hàng hóa (Certificate of Origin) do phòng Thương mại công nghiệp của nước sản xuất hoặc nước xuất khẩu cấp đối với *Main equipment of PAGA System; Paging Station, Speaker Station, Beacons, speakers* (bản gốc/ bản điện tử có đường link để đối chiếu), đối với *Cables for PAGA system; Junction Box, Cabinet; LAN Base Switch; IP Phone; Network Cabling system, Fiber Optic; VHF-FM* (bản gốc/ bản điện tử có đường link để đối chiếu/ bản sao y công chứng).
 - Chứng chỉ số lượng và chất lượng (Certificate of Quality and Quantity) do nhà sản



xuất cấp đối với *Main equipment of PAGA System; Paging Station, Speaker Station, Beacons, speakers* (bản gốc/ bản điện tử có đường link để đối chiếu), đối với *Cables for PAGA system; Junction Box, Cabinet; LAN Base Switch; IP Phone; Network Cabling system, Fiber Optic; VHF-FM* (bản gốc/ bản điện tử có đường link để đối chiếu/ bản sao y công chứng).

- Ingress Protection and Explosion Protection certificate đối với *Paging Station, Speaker Station, Beacons, speakers; Junction Box, Cabinet* (bản gốc/ bản điện tử có đường link để đối chiếu/ bản sao y công chứng).
- FAT report / Test report issued by Manufacturer đối với *Main equipment of PAGA System; Paging Station, Speaker Station, Beacons, speakers; Cables for PAGA system* (bản gốc/ bản điện tử có đường link để đối chiếu).
- License Certificate (The copyright to use the Vendor's Software) for all of the software provided (if any) đối với *Main equipment of PAGA System; LAN Base Switch* (bản gốc/ bản điện tử có đường link để đối chiếu/ bản sao y công chứng).

(Ghi chú: Các chứng chỉ nêu trên áp dụng cho thiết bị chính, không bắt buộc đối với mô đun kết nối và phụ kiện)

- Thư bảo hành của BÊN B, bảo hành 12 tháng kể từ ngày hoàn thành đưa vào vận hành và ký biên bản nghiệm thu hoặc 18 tháng kể từ ngày giao hàng (bản gốc).

5.2.4 Tờ khai Hải quan nhập khẩu (trong vòng 03 ngày sau ngày HÀNG HÓA nhập kho) (bản copy).

5.3 Mọi chi phí bảo quản hoặc các chi phí khác phát sinh do BÊN A không nhận được thông báo HÀNG HÓA về hoặc không nhận được thông báo/chứng từ HÀNG HÓA muộn sẽ do BÊN B chịu.

ĐIỀU 6. GIAO TÀI LIỆU KỸ THUẬT

- 6.1 Sau 30 ngày kể từ ngày giao HÀNG HÓA, BÊN B phải giao cho BÊN A ít nhất 01 bản gốc bộ tài liệu kỹ thuật, 03 bản copy và 01 USB như **Phụ lục số 2** đính kèm của hợp đồng này.
- 6.2 Sau khi BÊN B hoàn tất trách nhiệm giao tài liệu kỹ thuật như quy định tại điều 6.1 trên đây, hai Bên sẽ lập **Biên bản bàn giao tài liệu kỹ thuật** theo mẫu **Phụ lục số 7**, xác nhận rằng BÊN B đã hoàn tất trách nhiệm giao tài liệu kỹ thuật như quy định của Hợp đồng.
- 6.3 Trong vòng 06 tuần kể từ ngày hoàn thành quá trình giám sát lắp đặt, chạy thử (Điều 12), BÊN B phải giao cho BÊN A tất cả các tài liệu hoàn công ít nhất 01 bản gốc bộ tài liệu kỹ thuật, 03 bản copy và 01 USB. Hai BÊN sẽ lập **Biên bản bàn giao tài liệu hoàn công**, xác nhận rằng BÊN B đã hoàn tất trách nhiệm giao tài liệu kỹ thuật như quy định của Hợp đồng.

ĐIỀU 7. BAO BÌ, ĐÓNG GÓI

- 7.1 HÀNG HÓA giao theo Hợp đồng này sẽ được đóng trong bao bì thích hợp, theo tiêu chuẩn của nhà sản xuất, bảo đảm cho HÀNG HÓA không bị hư hại, ăn mòn trong quá trình vận chuyển và thuận tiện cho bốc xếp, bốc dỡ, bảo quan trong kho.
- 7.2 BÊN B hoàn toàn chịu trách nhiệm trong trường hợp HÀNG HÓA bị mất mát, hư hỏng do thiếu sót trong việc đóng gói HÀNG HÓA.

ĐIỀU 8. KÝ MÃ HIỆU

- 8.1 Ký mã hiệu trên thùng/ kiện chứa HÀNG HÓA có thể được ghi rõ ràng bằng sơn không xóa được trên bề mặt hoặc in trên tấm ghi nhãn dính trên từng kiện với các thông tin sau bằng tiếng Anh hay tiếng Việt:

Tên nhà sản xuất:

Tên Hàng:

Khối lượng:

Số Hợp đồng:

- 8.2 BÊN B chịu toàn bộ phí tổn đối với mọi mất mát/ hư hại của HÀNG HÓA trong quá trình bốc xếp, bốc dỡ, vận chuyển do ghi ký mã hiệu không đúng, không đầy đủ cũng như chịu mọi chi phí vận chuyển, bảo quản, mất mát phát sinh thêm do HÀNG HÓA bị gửi nhầm địa chỉ do ghi ký mã hiệu sai.

ĐIỀU 9. THANH TOÁN

9.1 Thanh toán sẽ được thực hiện theo từng phần như sau:

9.1.1 **Lần 1:** BÊN A thanh toán cho BÊN B **80% giá trị của HÀNG HÓA** đã được giao của Hợp đồng trên cơ sở:

- Công văn đề nghị thanh toán của BÊN B (bản gốc);
- 02 Hóa đơn thuế GTGT (02 bản gốc/ hóa đơn điện tử), đồng tiền ghi trên Hóa đơn là Việt Nam Đồng, trong đó:

+ Hóa đơn số 01: Cho giá trị hàng hóa nhập khẩu ghi trên Tờ khai hải quan và thuế GTGT cho hàng nhập khẩu ghi trên Tờ khai hải quan: ghi trên Tờ khai hải quan: tỷ giá quy đổi ra VNĐ là tỷ giá ghi trên Tờ khai hải quan; trên hóa đơn chỉ ghi dòng giá bán là giá không có thuế GTGT. Dòng thuế suất và giá trị thuế GTGT không ghi và được gạch bỏ hoặc theo các quy định hiện hành của pháp luật tại ngày xuất hóa đơn; Tỷ giá quy đổi sang VNĐ lấy theo tỷ giá ghi trên tờ khai Hải quan.

+ Hóa đơn số 02: Cho phần phát sinh chênh lệch giữa giá trị hàng hóa đã khai báo tại khâu nhập khẩu và giá trị hàng hóa ghi trong hợp đồng này. Trên hóa đơn, dòng thuế suất và giá trị thuế GTGT ghi giá trị phù hợp với quy định hiện hành.

- Biên bản bàn giao tài liệu kỹ thuật (Phụ lục số 7) (bản gốc/ bản điện tử);
- Biên bản Phê duyệt Tài liệu kỹ thuật như quy định tại Điều 3.7 (bản gốc/ bản điện tử).
- Bộ chứng từ HÀNG HÓA quy định tại Điều 5.2 của Hợp đồng này
- Biên Bản Giao Nhận HÀNG HÓA quy định tại Điều 4.6 (bản gốc/ bản điện tử).
- Biên Bản Giám Định HÀNG HÓA quy định tại Điều 10 (nếu có trung cầu quy định tại Điều 4.7 và Điều 10 của Hợp đồng này (bản gốc).
- Bảo đảm thực hiện hợp đồng (bản sao);

9.1.2 **Lần 2:** BÊN A thanh toán **20% giá trị của HÀNG HÓA** và **100% giá trị của DỊCH VỤ**, sau khi BÊN B đã hoàn tất các công việc giám sát lắp đặt, vận hành chạy thử theo như quy định tại Điều 12 và Điều 11 trên cơ sở chứng từ sau:

- Công văn đề nghị thanh toán của BÊN B (bản gốc);
- 01 Hóa đơn thuế GTGT (VNĐ) cho phần DỊCH VỤ (bản gốc/ hóa đơn điện tử);
- Conformity certificates issue by recognized certifying agency (such as VR, BV, DNV, Lloyd's Register, ABS, UL,...) stated that system/ equipment suitable for offshore platform installation đối với *Main equipment of PAGA System; Paging Station, Speaker Station, Beacons, speakers* (bản gốc/ bản điện tử có đường link để đối chiếu).
- Biên Bản Nghiệm Thu quy định tại Điều 12.6 (bản gốc/ bản điện tử);
- Biên Bản Bàn Giao Tài Liệu hoàn công quy định tại Điều 6.3 (bản gốc/ bản điện tử);

- 9.2 Trong vòng 06 tháng kể từ ngày ký Chứng thư giám định HÀNG HÓA của BÊN A và không do lỗi của BÊN B mà BÊN A không tiến hành DỊCH VỤ thì BÊN A phải thanh toán cho BÊN B phần giá trị Hợp đồng còn lại, trừ đi chi phí DỊCH VỤ là: VNĐ (BÊN B vẫn thực hiện công việc giám sát lắp đặt, vận hành, chạy thử... khi BÊN A có yêu cầu).
- 9.3 Trong trường hợp có sự sai sót, mâu thuẫn hoặc khiếm khuyết trong các văn bản hồ sơ chứng từ, BÊN A sẽ thông báo cho BÊN B trong vòng 10 ngày kể từ khi BÊN A nhận được bộ hồ sơ chứng từ thanh toán nêu trên. BÊN B trong vòng 15 ngày phải có hiệu chỉnh, sửa đổi lại cho phù hợp và thời gian thanh toán đương nhiên được kéo dài thêm tương ứng.
- 9.4 Thanh toán tiền thuế nhập khẩu và thuế Giá trị gia tăng (VAT) được thực hiện theo quy định hiện hành của Bộ Tài chính và theo Điều 2.4 của Hợp đồng này.
- 9.5 Số tài khoản giao dịch theo hợp đồng này của BÊN B:
- Tài khoản số:
 - Người thụ hưởng:
- 9.6 Phí chuyển tiền do BÊN A chịu.

ĐIỀU 10: KIỂM TRA, GIÁM ĐỊNH HÀNG HÓA

- 10.1 Trong vòng 07 ngày kể từ ngày nhận HÀNG HÓA, BÊN A sẽ tổ chức kiểm tra, giám định (BÊN A trung cầu cơ quan Giám định độc lập cùng tham gia giám định HÀNG HÓA) tại kho của BÊN A và lập biên bản giám định số lượng, tình trạng Hàng. Chi phí cho việc thuê Giám định độc lập do BÊN A chịu.
- 10.2 Trước khi giám định HÀNG HÓA 03 ngày BÊN A sẽ thông báo cho BÊN B biết. Trường hợp đại diện của BÊN B không có mặt thì việc giám định được cơ quan Giám định độc lập tiến hành mà không cần sự có mặt của đại diện BÊN B.
- 10.3 Biên bản giám định số lượng, tình trạng HÀNG HÓA lập giữa hai bên hoặc do Tổ chức giám định độc lập cấp là cơ sở pháp lý để BÊN A khiếu nại BÊN B.

ĐIỀU 11. ĐÀO TẠO, HƯỚNG DẪN VẬN HÀNH THIẾT BỊ

- 11.1 Bằng chi phí của mình, BÊN B có trách nhiệm tổ chức đào tạo, hướng dẫn cho nhân sự của BÊN A vận hành thiết bị theo yêu cầu kỹ thuật.

ĐIỀU 12: DỊCH VỤ CẤU HÌNH, GIÁM SÁT LẮP ĐẶT, HỖ TRỢ VẬN HÀNH, CHẠY THỬ

- 12.1 BÊN B có trách nhiệm cử các chuyên gia có kinh nghiệm và chất lượng đến công trình bờ và công trình biển của BÊN A để thực hiện công việc cấu hình, giám sát lắp đặt, hỗ trợ vận hành chạy thử thiết bị được cung cấp theo Hợp đồng này.
- 12.2 Sau khi hoàn thành việc giao nhận HÀNG HÓA nhưng không ít hơn 10 ngày trước ngày dự định thực hiện công việc cấu hình, giám sát lắp đặt và chạy thử, BÊN A sẽ thông báo cho BÊN B bằng văn bản về ngày dự định thực hiện công tác cấu hình, giám sát lắp đặt và chạy thử. Không ít hơn 5 ngày kể từ ngày thông báo của BÊN A, BÊN B phải xác nhận bằng văn bản về việc cử chuyên gia đến thực hiện công việc nêu trên và thông báo cho BÊN A về các thông tin cần thiết (tên, ngày tháng năm sinh, số hộ chiếu / CMND, ...) của các chuyên gia được cử đến thực hiện công việc giám sát của hợp đồng này để BÊN A chuẩn bị các thủ tục tiếp nhận. Trong trường hợp BÊN B chậm trễ huy động chuyên gia đến công trường của BÊN A để thực hiện dịch vụ tính từ thời điểm BÊN A yêu cầu chính thức trong công văn, BÊN B sẽ chịu phạt theo quy định tại điều 15.2.2.

- 12.3 Các chuyên gia của BÊN B phải được cấp chứng chỉ huấn luyện an toàn trước khi thực hiện công việc trên công trình biển của BÊN A và phải tuân thủ các qui định về an toàn và kỷ luật lao động tại công trường của BÊN A trong suốt thời gian thực hiện công việc giám sát nêu trên.
- 12.4 Tất cả chi phí cho việc đi và đến Việt Nam của các chuyên gia BÊN B bao gồm vé máy bay khứ hồi, đi lại, ăn, ở khách sạn sẽ do BÊN B chi trả. BÊN A chịu trách nhiệm đưa các chuyên gia của BÊN B từ bờ ra công trường ngoài khơi của BÊN A và ngược lại cũng như sẽ đảm bảo cho các chuyên gia của BÊN B nơi ở, thức ăn, các dịch vụ y tế và các điều kiện làm việc khác như điều kiện đối với chuyên gia của BÊN A tại công trường.
- 12.5 BÊN B sẽ chịu trách nhiệm trong việc bảo đảm cho các chuyên gia của mình đối với bệnh tật, bị thương hay tử vong trong suốt thời gian đến, trở về và ở Việt Nam để thực hiện công việc liên quan đến Hợp đồng.
- 12.6 Sau khi hoàn thành dịch vụ (Design, Engineering, system configuration; Certifications; Installation supervision, commissioning support and training) và hoàn thành hết các punch list, đại diện của hai BÊN sẽ ký **Biên bản xác nhận hoàn thành dịch vụ (Acceptance Protocol)**. Nội dung của Biên bản này được qui định tại **Phụ lục số 5** của hợp đồng này. Biên bản này là một chứng từ cần thiết để thực hiện thanh toán chi phí cho công tác giám sát lắp đặt, hỗ trợ vận hành và chạy thử được qui định trong Hợp đồng.
- 12.7 Việc hai BÊN ký Biên bản xác nhận BÊN B đã hoàn thiện công việc giám sát lắp đặt, hỗ trợ vận hành và chạy thử tại công trường của BÊN A không giải phóng BÊN B khỏi trách nhiệm bảo hành như qui định tại Điều 13 của Hợp đồng này.
- 12.8 Hai BÊN sẽ phối hợp và tạo điều kiện thuận lợi nhất để thực hiện công việc giám sát lắp đặt và chạy thử trong thời gian **ba mươi (30) ngày** đối với toàn bộ hệ thống. BÊN B sẽ chịu trách nhiệm thực hiện bao gồm nhưng không giới hạn các công việc sau:
- 12.8.1 Kiểm tra....
- 12.8.2
- 12.8.3
- 12.8.4 Tiến hành....
- 12.8.5 Nghiệm thu, ký Acceptance Protocol
- 12.9 Trong trường hợp thời gian BÊN B hoàn thành công việc giám sát, chạy thử quá 30 ngày mà do lỗi của BÊN B thì BÊN B sẽ chịu phạt theo điều 15.2.2.
- 12.10 Nếu trong vòng 02 tháng kể từ ngày ký Chứng thư giám định HÀNG HÓA của BÊN THỨ BA và không do lỗi của BÊN B mà BÊN B không tiến hành giám sát lắp đặt, hai BÊN sẽ tiến hành lập **Biên bản không thực hiện việc giám sát lắp đặt** theo mẫu (**Phụ lục số 6**). Biên bản này là cơ sở pháp lý để BÊN A thanh toán trị giá còn lại của hợp đồng cho BÊN B. Biên bản này không loại bỏ nghĩa vụ của BÊN B về cấu hình, giám sát lắp đặt, chạy thử khi BÊN A có yêu cầu.

ĐIỀU 13. BẢO HÀNH

- 13.1 BÊN B bảo đảm chất lượng HÀNG HÓA được cung cấp theo Hợp đồng này là hoàn toàn mới được sản xuất vào năm 2025 hoặc về sau, sản xuất theo công nghệ và các điều kiện kỹ thuật, tiêu chuẩn quy định, phù hợp với mục đích sử dụng, thích hợp cho sử dụng trong điều kiện biển, ngoài khơi, khí hậu nhiệt đới, độ ẩm cao của Việt Nam.
- 13.2 Thời gian bảo hành của HÀNG HÓA và Dịch vụ là 12 tháng kể từ ngày hoàn thành đưa vào vận hành và ký biên bản nghiệm thu hoặc 18 tháng kể từ ngày giao hàng (ngày nhận lô hàng cuối cùng tại kho Vietsovpetro) (tùy theo thời điểm nào đến sớm hơn).



- 13.3 Trong thời hạn bảo hành, nếu phát hiện chất lượng HÀNG HÓA không đảm bảo như yêu cầu của Hợp đồng này, BÊN A có quyền yêu cầu BÊN B tham gia vào việc kiểm tra, giám định lại chất lượng HÀNG HÓA. Trong vòng 03 ngày làm việc kể từ khi nhận được thông báo bằng văn bản của BÊN A, BÊN B phải cử đại diện có chức năng tham gia vào việc kiểm tra, xác định. Trong trường hợp hai BÊN không thống nhất ý kiến sẽ mời cơ quan giám định độc lập tham gia. Nếu đại diện của BÊN B không có mặt tại thời điểm đã thống nhất thì việc giám định chất lượng sẽ do Tổ chức giám định độc lập tiến hành mà không cần sự có mặt của đại diện BÊN B. Biên bản giám định chất lượng HÀNG HÓA do Tổ chức giám định độc lập cấp là cơ sở pháp lý để BÊN A khiếu nại BÊN B.
- 13.4 Bất kỳ một khiếu nại về chất lượng HÀNG HÓA hoặc sự không phù hợp nào của HÀNG HÓA so với yêu cầu của Hợp đồng này sẽ phải được thông báo cho BÊN B trong thời hạn bảo hành.
- 13.5 Trong vòng 15 ngày kể từ ngày nhận được khiếu nại BÊN B phải thông báo cho BÊN A biết ý kiến của mình về khuyết tật, biện pháp khắc phục và trong vòng 01 tháng, bằng chi phí của mình phải khắc phục xong khuyết tật, nếu về mặt kỹ thuật có thể khắc phục được, hoặc phải giao HÀNG HÓA mới tại kho của BÊN A. Mọi phí tổn gửi trả HÀNG HÓA khuyết tật cho BÊN B và gửi HÀNG HÓA mới thay thế cho BÊN A sẽ do BÊN B chịu.
- 13.6 Nếu BÊN B không có khả năng khắc phục khuyết tật hoặc cung cấp HÀNG HÓA thay thế trong thời hạn quy định tại Điều 13.5 trên đây thì BÊN A sẽ áp dụng điều khoản phạt quy định tại Điều 15 của Hợp đồng này, thời gian tính phạt được tính từ ngày BÊN B nhận được khiếu nại cho đến ngày khắc phục xong khuyết tật hoặc giao HÀNG HÓA thay thế trừ đi 30 ngày hoặc BÊN A có quyền khắc phục khuyết tật bằng chi phí của BÊN B mà không bị mất quyền được bảo hành và BÊN B phải trả cho BÊN A mọi phí tổn liên quan đến việc khắc phục khuyết tật cũng như 10% trị giá HÀNG HÓA không sử dụng được do có khuyết tật. Những hỏng hóc nhỏ không cần sự khắc phục của BÊN B hoặc không cho phép chậm trễ trong việc khắc phục thì BÊN A sẽ tự khắc phục và BÊN B sẽ thanh toán các chi phí khắc phục đó cho BÊN A.
- 13.7 HÀNG HÓA được thay thế sẽ được bảo hành tương đương theo quy định trong Điều 13.2 của Hợp đồng này; trong trường hợp sửa chữa, thời gian bảo hành HÀNG HÓA sẽ được kéo dài thêm bằng khoảng thời gian mà HÀNG HÓA không sử dụng được do có khuyết tật.
- 13.8 Khi khuyết tật được khắc phục xong và/ hoặc HÀNG HÓA thay thế đã được cung cấp, mọi phí tổn liên quan đã được giải quyết, khiếu nại coi như được giải quyết xong.
- 13.9 Mọi chi phí liên quan đến khuyết tật mà BÊN B phải chịu theo quy định của bản Hợp đồng này sẽ được BÊN A trừ vào giá trị của Hợp đồng hoặc bằng cách khác mà hai BÊN sẽ thỏa thuận.

ĐIỀU 14. TIẾN ĐỘ THỰC HIỆN

- 14.1 Trong khoảng 01 tháng kể từ ngày ký hợp đồng và hàng tuần, BÊN B gửi báo cáo kế hoạch, tiến độ thực hiện hợp đồng, tiến độ chế tạo thiết bị, vật tư của nhà máy sản xuất, thiết kế, lắp đặt, chạy thử cho BÊN A. Báo cáo này được gửi cho Vietsovpetro trước 10:00 AM (giờ Việt Nam) ngày thứ Năm của tuần nộp báo cáo, bao gồm:
- Kế hoạch, tiến độ trình bản vẽ, tài liệu kỹ thuật cho VSP và Bên thứ ba phê duyệt;
 - Kế hoạch, tiến độ sản xuất;
 - Mô tả các công việc đã hoàn thành trong giai đoạn thực hiện;
 - Nêu bật những chậm trễ hoặc những chậm trễ có khả năng xảy ra và những nguyên nhân gây ra chậm trễ ảnh hưởng đến tiến độ sản xuất và đưa ra các biện pháp bảo đảm tiến độ;
 - Kế hoạch, tiến độ vận chuyển và bàn giao thiết bị.

- 14.2 Hàng tháng đại diện BÊN A sẽ tổ chức họp với đại diện BÊN B để rà soát, đánh giá tiến độ thực hiện theo từng phần công việc của Hợp đồng. Trong quá trình thực hiện Hợp đồng, mọi liên hệ BÊN B gửi công văn chính thức cho lãnh đạo Liên doanh Việt-Nga Vietsovpetro, sao gửi cho Trung tâm CNTT&LL của BÊN A và qua email bản scan công văn theo địa chỉ email nêu tại điều 3.1 của Hợp đồng.

ĐIỀU 15. PHẠT VI PHẠM VÀ BỒI THƯỜNG THIẾT HẠI

- 15.1 BÊN B sẽ bị phạt chậm thực hiện trong các trường hợp sau:
- 15.1.1 Giao HÀNG HÓA chậm, không đúng như thời hạn quy định tại Điều 4.
- 15.1.2 Chậm trễ trong việc bắt đầu và hoàn thành trách nhiệm thực hiện giám sát lắp đặt, chạy thử như quy định tại Điều 12.
- 15.2 Mức phạt chậm thực hiện được áp dụng như sau:
- 15.2.1 Đối với giao HÀNG HÓA chậm, không đúng như thời hạn quy định tại Điều 4: Mức phạt là 1% giá trị Hợp đồng bị vi phạm cho mỗi tuần chậm cho 02 tuần lịch đầu tiên chậm; phạt 1,5% giá trị Hợp đồng bị vi phạm cho mỗi tuần chậm tiếp theo. Một tuần được xác định là 7 ngày. Chậm từ 4 ngày đến 7 ngày được xem là một tuần. Chậm 3 ngày hoặc ít hơn không bị tính phạt. Giá trị HÀNG HÓA giao chậm tính phạt là không bao gồm thuế nhập khẩu (nếu có) và thuế GTGT. Tổng mức phạt liên quan đến việc thực hiện Hợp đồng không vượt quá 8% trị giá Hợp đồng. Số tiền phạt sẽ được BÊN A khấu trừ vào số tiền phải trả cho BÊN B và/ hoặc số tiền BÊN A phải trả BÊN B cho các Hợp đồng mà hai BÊN đã và đang ký kết nhưng chưa được thanh toán hết.
- 15.2.2 Chậm trễ trong việc bắt đầu và hoàn thành trách nhiệm thực hiện DỊCH VỤ như quy định tại Điều 12. Áp dụng mức phạt là 0,5% cho mỗi ngày chậm tính trên giá trị dịch vụ (bao gồm ngày mob người và ngày chậm hoàn thành theo số ngày phải hoàn thành dịch vụ quy định trong hợp đồng). Tổng mức phạt liên quan đến việc chậm trễ trong việc thực hiện DỊCH VỤ không vượt quá 8% giá trị dịch vụ.
- 15.3 BÊN B phải chịu phạt 8% trị giá Hợp đồng trong các trường hợp:
- 15.3.1 BÊN B hủy Hợp đồng sau khi Hợp đồng đã được hai BÊN ký kết, hoặc không mở Bảo lãnh thực hiện Hợp đồng, trừ trường hợp bất khả kháng được quy định tại Điều 17 của Hợp đồng này.
- 15.3.2 Nếu việc giao HÀNG HÓA bị muộn hơn hai tháng so với thời gian quy định tại Điều 4 của Hợp đồng này, loại trừ các trường hợp bất khả kháng. Trong trường hợp này, ngoài việc phạt vi phạm, BÊN A có quyền hủy Hợp đồng này vào bất cứ lúc nào mà không cần phải đưa vụ việc ra Tòa án hoặc Trọng tài.
- 15.3.3 Nếu HÀNG HÓA khi giao không đảm bảo chất lượng như đã quy định ở các Điều 1 của Hợp đồng này, cũng như không cung cấp đầy đủ bộ chứng từ đi kèm như quy định tại các Điều 5 và Điều 6.1 của Hợp đồng này BÊN A có quyền từ chối nhận HÀNG HÓA và không thanh toán.
- 15.4 Vi phạm do cung cấp chậm / Cung cấp không đủ hàng hóa:
- 15.4.1 Nếu bên B giao hàng chậm quá 02 tháng (60 ngày lịch) so với thời gian quy định tại mục 4.1 của hợp đồng này, ngoại trừ trường hợp bất khả kháng, thì bên A có quyền:
- a) Chỉ định bên thứ 3 có khả năng cung cấp hàng hóa / hàng hoá kèm dịch vụ. Trong trường hợp đó, Bên B có trách nhiệm ký hợp đồng với bên được chỉ định để tiếp tục thực hiện công việc cung cấp cho Bên A.
- Hoặc:



b) Trực tiếp ký hợp đồng mua hàng / hàng hoá kèm dịch vụ của bên thứ 3 để tiếp tục thực hiện công việc của hợp đồng. Trong trường hợp đó, bên B phải trả khoản tiền chênh lệch và các chi phí liên quan nếu có.

Hoặc:

c) Đơn phương chấm dứt thực hiện hợp đồng và trong trường hợp này bên B phải chịu phạt một khoản tiền bằng 08% giá trị của hợp đồng bị vi phạm.

15.4.2. Nếu Bên B giao hàng chậm (một phần hàng hoá) quá 60 ngày lịch so với thời gian quy định tại mục 4.1 của hợp đồng này, ngoại trừ trường hợp bất khả kháng, thì bên A có quyền:

a) Chỉ định bên thứ 3 có khả năng cung cấp hàng hóa / hàng hoá kèm dịch vụ. Trong trường hợp đó, bên B có trách nhiệm ký hợp đồng với bên được chỉ định để tiếp tục thực hiện công việc cung cấp cho Bên A.

Hoặc:

b) Trực tiếp ký hợp đồng mua hàng / hàng hoá kèm dịch vụ của bên thứ 3 để tiếp tục thực hiện công việc của hợp đồng. Trong trường hợp đó, bên B phải trả khoản tiền chênh lệch và các chi phí liên quan nếu có.

Hoặc:

c) Đơn phương chấm dứt thực hiện tiếp hợp đồng và trong trường hợp này bên B phải chịu phạt một khoản tiền bằng 08% giá trị của phần hợp đồng bị vi phạm.

15.5 Nếu BÊN B không thông báo, hoặc thông báo muộn HÀNG HÓA về, hoặc giao chứng từ HÀNG HÓA muộn, hoặc chứng từ HÀNG HÓA không rõ ràng như qui định tại Điều 4 của Hợp đồng này gây ra chậm trễ trong việc nhận và nghiệm thu HÀNG HÓA thì BÊN B sẽ phải chịu phạt theo mức như qui định tại Điều 15.2 và chịu các phí tổn khác liên quan đến bất cần của mình.

15.6 Trong các trường hợp khác, nếu việc BÊN B vi phạm Hợp đồng gây thiệt hại cho BÊN A, BÊN B phải bồi thường toàn bộ thiệt hại thực tế đã gây ra. Mức phạt và bồi thường thiệt hại được quy định trong Hợp đồng này đã được hai BÊN thỏa thuận và không cần sự can thiệp của Tòa án hoặc Trọng tài. Số tiền phạt, bồi thường thiệt hại sẽ được BÊN A, hoặc rút Bảo lãnh thực hiện Hợp đồng, hoặc trừ vào hoá đơn của BÊN B khi thanh toán, hoặc trừ vào số tiền mà BÊN A còn đang tạm giữ của BÊN B trong các Hợp đồng khác đang có hiệu lực giữa các BÊN vào thời điểm đó hoặc BÊN B sẽ phải thanh toán ngay, nhưng không muộn hơn 30 ngày kể từ ngày yêu cầu đầu tiên của BÊN A, hoặc bằng các cách khác tùy thuộc vào BÊN A.

ĐIỀU 16. BẢO LÃNH THỰC HIỆN HỢP ĐỒNG

16.1 Bảo lãnh thực hiện Hợp đồng có giá trị bằng **08%** giá trị Hợp đồng. Bảo lãnh này được phát hành bởi Ngân hàng lớn tại Việt Nam. Bảo lãnh thực hiện Hợp đồng có hiệu lực kể từ ngày ký hợp đồng và có thời hạn bằng thời hạn giao hàng cộng thêm 60 ngày và cộng thêm thời hạn thực hiện DỊCH VỤ (30 ngày).

16.2 Nếu BÊN A không nhận được Bảo lãnh có hiệu lực trong vòng 07 ngày kể từ ngày ký Hợp đồng, BÊN A có quyền hủy bỏ Hợp đồng vào bất cứ lúc nào và rút Bảo lãnh dự thầu hoặc áp dụng chế tài phạt vi phạm mà không cần có sự can thiệp của Tòa án hoặc Trọng tài.

16.3 Nếu phải gia hạn thêm hiệu lực Bảo lãnh thực hiện Hợp đồng (vì lý do chậm giao HÀNG HÓA, gia hạn thêm ngày giao HÀNG HÓA), BÊN B phải lập tức yêu cầu Ngân hàng Phát hành sửa đổi Bảo lãnh và nộp bản gốc sửa đổi Bảo lãnh cho BÊN A trong vòng 05 ngày kể từ ngày nhận được thông báo gia hạn Bảo lãnh thực hiện Hợp đồng.



- 16.4 Trường hợp BÊN B chậm gia hạn hiệu lực Bảo lãnh khi có yêu cầu của BÊN A bằng văn bản: BÊN B sẽ bị phạt 0,2% giá trị bảo lãnh tương ứng/ mỗi ngày chậm. Tổng giá trị phạt không vượt quá 8% giá trị Bảo lãnh tương ứng.
- 16.5 Nếu BÊN A sử dụng Bảo lãnh thực hiện Hợp đồng, BÊN A phải lập tức gửi cho BÊN B copy thông báo gửi Ngân hàng.

ĐIỀU 17. BẤT KHẢ KHÁNG

- 17.1 Sự kiện bất khả kháng là sự kiện xảy ra một cách khách quan không thể lường trước được và không thể khắc phục được mặc dù đã áp dụng mọi biện pháp cần thiết và khả năng cho phép như: chiến tranh, bạo loạn, xung đột vũ trang, cấm vận, thiên tai (lũ lụt, bão, lốc xoáy, động đất, sóng thần), hỏa hoạn, dịch bệnh (Epidemic, Pandemic) được WHO/Quốc gia công bố, lệnh phong tỏa Vùng/Quốc gia do Chính quyền sở tại áp đặt.
- 17.2 Bên gặp sự kiện bất khả kháng dẫn đến việc không thực hiện được nghĩa vụ theo hợp đồng do ảnh hưởng trực tiếp bởi các sự kiện bất khả kháng có nghĩa vụ phải ngay lập tức thông báo cho bên kia biết, bao gồm cung cấp thông tin, giải trình về sự ảnh hưởng trực tiếp của sự kiện bất khả kháng đến việc vi phạm thực hiện hợp đồng kèm chứng cứ chứng minh, các biện pháp đã được thực hiện để khắc phục vấn đề và giảm thiểu tổn thất. Việc chậm thông báo, cung cấp thông tin và giải trình nêu trễ hơn 10 ngày lịch sau khi sự kiện bất khả kháng xảy ra sẽ làm cho bên gặp bất khả kháng mất quyền miễn trách sau này vì lý do bất khả kháng.
- 17.3 Văn bản xác nhận của Phòng Thương mại và Công nghiệp Việt Nam hoặc cơ quan có thẩm quyền ở nơi xảy ra sự kiện bất khả kháng là bằng chứng đủ để chứng minh sự kiện và thời gian xảy ra bất khả kháng.
- 17.4 Trường hợp do hậu quả trực tiếp của sự kiện bất khả kháng mà một Bên trong Hợp Đồng không thể thực hiện toàn bộ hoặc một phần nghĩa vụ theo hợp đồng này thì thời gian thực hiện hợp đồng sẽ được kéo dài thêm bằng thời gian mà sự kiện bất khả kháng diễn ra.
- 17.5 Nếu sự kiện bất khả kháng kéo dài hơn 02 tháng, mỗi bên đều có quyền chấm dứt hợp đồng này mà không phải bồi thường bất cứ một khoản tiền nào cho bên kia.
- 17.6 Các khó khăn trong sản xuất như thiếu vật tư, điện, nhân công, đình công... không được coi là bất khả kháng và không miễn cho Bên B nghĩa vụ giao hàng hoặc giao hàng muộn; Các thông tin từ trang báo, mạng và các phương tiện truyền thông khác chỉ mang tính chất tham khảo.

ĐIỀU 18. GIẢI QUYẾT TRANH CHẤP

- 18.1 Mọi sự tranh chấp phát sinh từ việc thực hiện Hợp đồng này sẽ được các BÊN giải quyết thông qua thương lượng trên nguyên tắc hợp tác, hai BÊN cùng có lợi và tôn trọng lẫn nhau.
- 18.2 Trường hợp tranh chấp không thể giải quyết bằng thương lượng thì sẽ được đưa ra Trung tâm Trọng tài quốc tế bên cạnh Phòng thương mại và công nghiệp Việt Nam tại Hà Nội để phân xử theo Quy tắc tố tụng của Trung tâm này. Nơi xét xử tại Hà Nội. Số lượng trọng tài viên là 03 người.
- 18.3 Phán quyết của Trung tâm Trọng tài là cuối cùng và buộc hai BÊN phải tuân thủ.

ĐIỀU 19. CÁC ĐIỀU KHOẢN KHÁC

- 19.1 Những điều không quy định hoặc quy định không đầy đủ trong Hợp đồng này sẽ căn cứ vào luật pháp nhà nước hiện hành.
- 19.2 Bất kỳ sự sửa đổi, bổ sung nào đối với Hợp đồng này đều phải được lập thành văn bản và có chữ ký của cả hai BÊN hoặc bằng văn thư có sự đồng thuận của cả hai bên. Mọi giao dịch trong quá trình thực hiện hợp đồng được các Bên thực hiện bằng văn bản và gửi theo đường



- bưu chính hoặc theo số Fax tới địa chỉ đăng ký hoặc số Fax của mỗi Bên ghi trong hợp đồng và email đến địa chỉ email theo mẫu Phụ lục số 09 (A, B) kèm theo.
- 19.3 Không BÊN nào được chuyển quyền và nghĩa vụ của mình theo Hợp đồng này cho bên thứ ba mà không được sự đồng ý bằng văn bản trước của BÊN kia.
 - 19.4 Mọi thư từ trao đổi trước khi ký kết Hợp đồng này, nếu có nội dung trái với nội dung Hợp đồng này đều không có giá trị.
 - 19.5 Hợp đồng có hiệu lực kể từ ngày ký Hợp đồng này đến khi các BÊN hoàn tất nghĩa vụ của mình theo Hợp đồng.
 - 19.6 Hợp đồng này gồm tổng cộngtrang, bao gồm cả Phụ lục số 01 đến Phụ lục số 9 và phần dẫn chiếu tại điều này là các phần phân thống nhất, không tách rời của Hợp đồng này. Trong trường hợp nếu có sự khác biệt giữa phần nội dung Hợp đồng và phần Phụ lục Hợp đồng, phần dẫn chiếu thì thứ tự ưu tiên xử lý theo mục Mục 2.2 ĐKC.
 - 19.7 Hợp đồng này được lập thành 05 bản bằng tiếng Việt (riêng Phụ lục số 01 và các phần dẫn chiếu bằng tiếng Anh), các bản có giá trị pháp lý như nhau, BÊN A giữ 03 bản, BÊN B giữ 02 bản.

ĐẠI DIỆN BÊN A

ĐẠI DIỆN BÊN B



PHU LUC SỐ 01

HỢP ĐỒNG SỐ:/25/T-N5/CNTT-.....

1. DANH MỤC, SỐ LƯỢNG, ĐƠN GIÁ VÀ TỔNG GIÁ TRỊ HỢP ĐỒNG

No.	Mô tả hàng hóa	Model	Nhà sản xuất	Xuất xứ	ĐV T	Số lượng	Đơn giá (VNĐ)	Tổng giá (VNĐ)
I							
1							
2	...							
3							
...	...							
II							
...							
	TỔNG CỘNG							

ĐẠI DIỆN BÊN A

ĐẠI DIỆN BÊN B



PHU LUC SỐ 02
DANH MỤC CÁC TÀI LIỆU THIẾT KẾ

No	Document Title	Vendor Document No.	VSP Document No.	First Submission Schedule	Remark

WAO: Weeks After Confirmation of Order

WBD: Weeks Before Delivery

WAP: Weeks After Site Acceptance Protocol

D: Document to be attached with Goods Delivery

Note:

1. The document Numbe will be updated during detail engineering, once getting instruction document structural from VSP at KOM.
2. The minic panel is used as existing. The new required hardware will be installed on the cabinets during site installation.



PHU LUC SỐ 03

MẪU BIÊN BẢN PHÊ DUYỆT TÀI LIỆU KỸ THUẬT/TÀI LIỆU

TP. HCM

Ngày.....

VIETSOVPETRO dưới đây gọi là BÊN A và Công ty (gọi là BÊN B) nhất trí lập Biên Bản này để xác nhận rằng các Tài liệu/tài liệu kỹ thuật chỉ ra dưới đây do BÊN B gửi đến đã được xem xét và phê duyệt bởi BÊN A hoàn toàn phù hợp với quy định của hợp đồng NO.....ngày...../.....20....

No	Title	VSP review	VSP approval	3th Party approval
1				
2				
3				
4				
5				
6				
7				

Biên bản này được làm thành 03 bản có tính chất pháp lý như nhau, BÊN A giữ 02 bản, BÊN B giữ 01 bản.

ĐẠI DIỆN BÊN A

ĐẠI DIỆN BÊN B



PHỤ LỤC SỐ 04
MẪU BIÊN BẢN GIAO NHẬN HÀNG

Phê duyệt - Утверждаю
Thủ trưởng đơn vị đặt hàng
Директор пред-я заказчика

Phê duyệt - Утверждаю
Giám đốc XNDV Cảng & Cung ứng vật tư TB
Директор ПОСОМ

Ngày.....tháng.....năm 20....

Ngày.....tháng.....năm 20....

BIÊN BẢN GIAO NHẬN HÀNG
АКТ О ПРИЁМЕ - ПЕРЕДАЧЕ ТОВАРОВ

Ngày.... tháng.... năm 20....

Căn cứ HĐ (biên bản) số:

ký ngày.... tháng....năm 20...

На основнии Договора номер:

Chúng tôi, những người ký tên dưới đây - Мы. Нижеподписавщиеся:

1- Đại diện bên giao - Представители поставщика:

- Ông (Bà) Chức vụ:

- Ông (Bà): Chức vụ:

2- Đại diện bên nhận - Представители получателя:

2.1 XN dịch vụ cảng & cung ứng vật tư TB - ПОСОМ

- Ông (Bà): Chức vụ:

- Ông (Bà): Chức vụ:

2.2 Đơn vị đặt hàng - Представители предприятия - заказчика:

- Ông (Bà): Chức vụ:

- Ông (Bà): Chức vụ:

- Ông (Bà): Chức vụ:

- Ông (Bà): Chức vụ:

Cùng nhau tiến hành giao nhận hàng hóa, cụ thể như sau: - Произвели приёмо - передачу следующих товаров на складе:...

STT П/П	Tên hàng, Ký hiệu, Quy cách Наименование. Марка товаров	ĐVT ЕД	Thực nhập Фак. Получение		Bao bì Тара	Chất lượng hàng Качество
			Số lượng Кол	Trọng lượng Вес		

- Mẫu phân tích các mặt hàng No được lấy tại - Образец товара получен на складе:

.....Ngày.....tháng.....năm 20....

- Người lấy mẫu: - Лаборант:..... Chức vụ - Должность

- Người lấy mẫu: - Лаборант:..... Chức vụ - Должность

Đối với những mặt hàng lấy mẫu phân tích nêu trên thì hàng chỉ chuyển chủ từ bên giao sang

bên nhận. Sau khi có kết quả phân tích mẫu đạt yêu cầu như mẫu chào hàng. Trong thời gian chờ kết quả phân tích mẫu, bên nhận (XNDV hoặc đơn vị đặt hàng) nhận giữ hộ.

CHỨNG TỪ KÈM THEO - Прилагаемые документы:

- Chứng chỉ phẩm chất - Сертификат:.....
- Hóa đơn (phiếu xuất kho) - Счёт:
- Bản kê chi tiết danh điểm mặt hàng (Перечень товаров) gồm __bản __ tờ
- Các chứng từ khác - Другие документы :

Biên bản này chỉ lập một bản và chỉ có giá trị để làm thủ tục thanh toán sau khi được Giám đốc XNDV Cảng & Cung ứng vật tư TB và lãnh đạo đơn vị đặt hàng phê duyệt (trường hợp giao nhận thẳng cho đơn vị đặt hàng thì biên bản này phải được thủ trưởng đơn vị đặt hàng phê duyệt trước).

Ngày giao hàng của lô hàng này là ...

ĐẠI DIỆN BÊN GIAO

KÝ TÊN - Подписи

ĐẠI DIỆN BÊN NHẬN

Представители поставщика:

Представители получателя:

(Họ tên và chữ ký)

(Họ tên và chữ ký)

Xác nhận chất lượng của phòng thí nghiệm hoặc đơn vị đặt hàng (nếu có) - Справка лаборатории (заказчика) по качеству

Đại diện phòng thí nghiệm (Hoặc đơn vị đặt hàng) - Представитель лаборатории (заказчика)

Họ và tên - Фамилия.....

Ký tên: Подпись

Ngày.....tháng.....năm 20....

Kiểm tra và xác nhận: Các mặt hàng nêu trên có số lượng, ký mã hiệu, xuất xứ hàng hóa, chứng chỉ chất lượng & được kiểm tra chất lượng v.v. phù hợp với các quy định của hợp đồng (Biên bản) **Заключение:**

Состояние товаров. Количество марки. Место происхождения. Сертификат по качеству и проверка качества....вышеуказанных товаров соответствуют условиям Договора:

T.P vật tư thiết bị - Начальник курирующего отделаю

Ký tên: Подпись

Ngày.....tháng.....năm 20....

Trưởng phòng TNHH - Начальник ОКД

Ký tên: Подпись

Ngày.....tháng.....năm 20....



PHU LUC SỐ 05
MẪU BIÊN BẢN HOÀN THÀNH
CÔNG VIỆC LẮP ĐẶT, VẬN HÀNH, CHẠY THỬ VÀ BÀN GIAO

Địa điểm.

Ngày.

Một bên là Liên doanh Việt – Nga Vietsovpetro (sau đây gọi là BÊN A), và bên còn lại là _____ (sau đây gọi là BÊN B) cùng ký Biên bản này để xác nhận:

- Toàn bộ công việc, dịch vụ được quy định trong Hợp đồng số _____ ký ngày _____, ngoại trừ những nghĩa vụ liên quan đến bảo hành của BÊN B nêu trong Điều 14 của Hợp đồng, đã được BÊN B thực hiện đầy đủ theo quy định của Hợp đồng và đã được chấp nhận bởi BÊN A vào ngày _____ và từ ngày này tất cả thiết bị được bàn giao và thuộc quyền sở hữu của BÊN A mà không có bất kỳ khiếu nại của bên thứ ba nào.
- BÊN B đã cử các chuyên gia kỹ thuật và hoàn thành đầy đủ trách nhiệm thực hiện công việc giám sát, lắp đặt, chạy thử theo quy định của Hợp đồng.
- BÊN A đã nhận đầy đủ các tài liệu do BÊN B cung cấp theo quy định tại điều 6 của Hợp đồng.

Các bên cũng xác nhận rằng BÊN B đã bàn giao cho BÊN A đầy đủ HÀNG HÓA và các thiết bị, vật tư kèm theo như phụ tùng, dụng cụ, trang thiết bị, tài liệu kỹ thuật và hàng khác theo quy định của Hợp đồng với đầy đủ quyền sở hữu mà không có bất kỳ khiếu nại của bên thứ ba nào.

Tuy nhiên, việc ký Biên bản này giải phóng BÊN B khỏi nghĩa vụ và trách nhiệm của mình về trách nhiệm bảo hành theo quy định tại Điều 14 (Bảo hành) của Hợp đồng.

Biên bản này được làm thành 03 bản có tính chất pháp lý như nhau, BÊN A giữ 02 bản, BÊN B giữ 01 bản.

ĐẠI DIỆN BÊN A

ĐẠI DIỆN BÊN B



PHỤ LỤC SỐ 06

**MẪU BIÊN BẢN CHẤP THUẬN KHÔNG TIẾN HÀNH
CÔNG VIỆC LẮP ĐẶT, VẬN HÀNH, CHẠY THỬ**

Địa điểm

Ngày.....

Một bên là Liên doanh Việt - Nga Vietsovpetro (sau đây gọi là BÊN A) và bên còn lại là _____
(sau đây gọi là BÊN B) cùng soạn thảo biên bản này để xác nhận:

BÊN A chấp thuận không tiến hành công việc kiểm tra lắp đặt, vận hành và chạy thử thiết bị để kiểm tra các thông số của thiết bị theo Hợp đồng No. ____.

Lý do:

-
-
-

Tuy nhiên, việc ký Biên bản này không giải phóng BÊN B khỏi nghĩa vụ và trách nhiệm của mình về công việc giám sát lắp đặt, vận hành và chạy thử thiết bị theo quy định của Điều khoản 13 và bảo hành theo quy định của Điều khoản 13 (Bảo hành) và của hợp đồng No. ____.

Biên bản này được làm thành 03 bản có tính chất pháp lý như nhau, BÊN A giữ 02 bản, BÊN B giữ 01 bản.

ĐẠI DIỆN BÊN A

ĐẠI DIỆN BÊN B



PHU LUC SỐ 07
MẪU BIÊN BẢN GIAO/ NHẬN TÀI LIỆU

Địa điểm.

Ngày.

VIETSOVPETRO JOINT VENTURE (Sau đây gọi là BÊN A) và Công ty sau đây gọi là BÊN B xác nhận rằng 06 bộ tài liệu gốc Tài liệu/tài liệu kỹ thuật bằng tiếng Anh và 06 bộ copies lưu trong USB đã được BÊN B bàn giao đầy đủ cho BÊN A nhận, phù hợp với quy định của hợp đồng No.

Danh mục Tài liệu/tài liệu kỹ thuật như sau (List of Drawings / Technical Documents). Danh mục tài liệu này tuân theo danh mục tài liệu kỹ thuật theo **Phụ Lục số 2** của Hợp đồng này.

No.	Title/Danh mục
1	
2	
3	
4	
5	
6	
7	
8	

Biên bản này được làm thành 03 bản có tính chất pháp lý như nhau, BÊN A giữ 02 bản, BÊN B giữ 01 bản.

ĐẠI DIỆN BÊN A
(Giám đốc TT CNTT&LL)

ĐẠI DIỆN BÊN B



PHỤ LỤC SỐ 8

MẪU BẢO LÃNH THỰC HIỆN HỢP ĐỒNG

Ngày tháng năm 20...

Kính gửi:

Liên quan tới Hợp đồng _____ về việc _____ (sau đây được gọi là “Hợp đồng”) được ký giữa _____ (sau đây gọi là “BÊN ĐƯỢC BẢO LÃNH”) và _____ (sau đây gọi là “BÊN THỤ HƯỞNG”), chúng tôi, _____ có trụ sở chính tại _____ (sau đây gọi là “BÊN BẢO LÃNH”) phát hành Thư bảo lãnh không hủy ngang và vô điều kiện cho bên thụ hưởng với số tiền là _____ (Bằng chữ: _____) (sau đây gọi là “THƯ BẢO LÃNH”).

THƯ BẢO LÃNH này có hiệu lực kể từ ngày phát hành và sẽ duy trì hiệu lực cho đến _____ sau đây gọi là "Ngày hết hiệu lực". Đối với bất cứ sự gia hạn, đổi mới hoặc chuyển nhượng Hợp đồng vượt quá thời gian được quy định trong THƯ BẢO LÃNH này, BÊN THỤ HƯỞNG sẽ không cần phải thông báo hoặc được sự đồng thuận của BÊN BẢO LÃNH. THƯ BẢO LÃNH này sẽ được gia hạn dựa trên yêu cầu bằng văn bản từ BÊN ĐƯỢC BẢO LÃNH để đảm bảo cho thời gian gia hạn, đổi mới hoặc chuyển nhượng của Hợp đồng.

BÊN BẢO LÃNH cam kết **không hủy ngang và vô điều kiện** thanh toán ngay cho BÊN THỤ HƯỞNG một khoản tiền hay những khoản tiền, theo chỉ thị của BÊN THỤ HƯỞNG, tổng không vượt quá số tiền bảo lãnh nêu trên trong vòng 05 ngày làm việc kể từ ngày nhận được văn bản yêu cầu của BÊN THỤ HƯỞNG ghi rõ BÊN ĐƯỢC BẢO LÃNH đã vi phạm nghĩa vụ theo Hợp đồng.

Sau Ngày hết hiệu lực, THƯ BẢO LÃNH này sẽ tự động không còn giá trị cho dù bản gốc THƯ BẢO LÃNH và các Thư sửa đổi liên quan (nếu có) có được gửi trả lại BÊN BẢO LÃNH hay không.

Số tiền bảo lãnh nêu trên sẽ được thanh toán ngay bởi BÊN BẢO LÃNH cho BÊN THỤ HƯỞNG cho dù có sự tranh cãi hoặc phản đối nào của BÊN ĐƯỢC BẢO LÃNH hoặc của BÊN BẢO LÃNH hoặc của bất kì bên thứ ba nào khác, và bất kể có hay không sự tranh chấp giữa BÊN ĐƯỢC BẢO LÃNH và BÊN THỤ HƯỞNG về hoặc liên quan tới Hợp đồng hoặc về bất cứ vấn đề khác và cho dù những tranh chấp này, nếu có, đã được giải quyết, dàn xếp, kiện tụng hoặc phân xử bằng bất kỳ hình thức nào.

BÊN BẢO LÃNH hoặc BÊN ĐƯỢC BẢO LÃNH sẽ không được giải trừ bất cứ nghĩa vụ nào theo THƯ BẢO LÃNH này cho dù có bất cứ sự sửa đổi, thay đổi, thanh toán sai lệch, gia hạn nào liên quan tới Hợp đồng hay bất kỳ sự trì hoãn ân hạn nào của BÊN THỤ HƯỞNG trong hoặc liên quan đến bất cứ vấn đề gì của Hợp đồng.

Việc đòi tiền nhiều lần theo bảo lãnh này là được phép và theo đó, Số tiền bảo lãnh nêu trên sẽ tự động giảm tương ứng với số tiền mà Ngân hàng đã thực hiện thanh toán cho Bên thụ hưởng theo Thư bảo lãnh.

Thư bảo lãnh được điều chỉnh và giải thích theo pháp luật Việt Nam. Bất kỳ tranh chấp nào phát sinh từ hoặc liên quan đến Thư bảo lãnh sẽ [do Tòa án nhân dân có thẩm quyền của Việt Nam giải quyết theo quy định của pháp luật] / [sẽ được giải quyết tại Trung tâm Trọng tài quốc tế Việt Nam (VIAC) bên cạnh Phòng Thương mại và Công nghiệp Việt Nam theo quy tắc tố tụng trọng tài của VIAC].

THƯ BẢO LÃNH này được phát hành duy nhất 01 (một) bản song ngữ (tiếng Việt và tiếng Anh) và không được phép chuyển nhượng. Trường hợp có sự khác nhau về cách hiểu giữa nội dung tiếng Việt và tiếng Anh thì nội dung tiếng Việt là căn cứ pháp lý.

Đại diện hợp pháp của ngân hàng
[ghi tên, chức danh, ký tên và đóng dấu]



PHỤ LỤC SỐ 9 (A)
MẪU THƯ TÍN GIAO DỊCH THỰC HIỆN HỢP ĐỒNG

Ngày tháng năm 20..

Kính gửi: Liên doanh Việt-Nga Vietsovetro/Nhà thầu.
(ghi địa chỉ số Fax của Bên giao dịch)

Người nhận: **Họ và Tên + Chức danh của Lãnh đạo VSP ký hợp đồng**

Sao gửi: **Lãnh đạo Phòng Thương mại VSP**

Email: *(Người thực hiện ghi địa chỉ Email của phó phòng TM phụ trách và người thực hiện Hợp đồng)*

(Ghi nội dung giao dịch về: Thay đổi về Hàng hoá/Dịch vụ, tiền độ, sử dụng Quota, các nội dung liên quan tới giá trị HĐ, thanh toán.....)

ĐẠI DIỆN BÊN
(Ký tên và đóng dấu)

PHỤ LỤC SỐ 9 (B)
MẪU THƯ TÍN GIAO DỊCH THỰC HIỆN HỢP ĐỒNG

Ngày tháng năm 20..

Kính gửi: Liên doanh Việt-Nga Vietsovetro/Nhà thầu.
(ghi địa chỉ số Fax của Bên giao dịch)

Người nhận: Phòng Thương mại VSP/ XN Dịch vụ Cảng và CUVTTB/ Đơn vị thực hiện dịch vụ/xây lắp.

Email: *(Người thực hiện ghi địa chỉ Email của phó phòng TM phụ trách và người thực hiện Hợp đồng)*

(Ghi nội dung giao dịch về: Thông báo giao hàng, gửi chứng từ hàng hóa, thông báo bắt đầu thực hiện DV/XL, thông tin về nhân sự/thiết bị thực hiện DV/XL.....)

ĐẠI DIỆN BÊN

(Ký tên và đóng dấu)



FORM OF PERFORMANCE BOND

_____, day ___ month ___ year ____

TO: _____ [name of the Employer]
(Hereinafter referred to as the "Employer")

Liên quan tới Hợp đồng _____ về việc _____ (sau đây được gọi là "Hợp đồng") được ký giữa _____ (sau đây gọi là "BÊN ĐƯỢC BẢO LÃNH") và _____ (sau đây gọi là "BÊN THỤ HƯỞNG"), chúng tôi, _____ có trụ sở chính tại _____ (sau đây gọi là "BÊN BẢO LÃNH") phát hành Thư bảo lãnh không hủy ngang và vô điều kiện cho bên thụ hưởng với số tiền là _____ (Bằng chữ: _____) (sau đây gọi là "THƯ BẢO LÃNH").

With reference to Contract No. _____ entitled _____ (hereinafter referred to as "the Contract") entered into on the _____ by and between _____, having address at _____ (hereinafter referred to as "APPLICANT") and _____, we, _____, having registered office at _____ (hereinafter referred to as "GUARANTOR") hereby open in the favor of _____ (Hereinafter referred to as the "BENEFICIARY") an unconditional and irrevocable bank guarantee for the amount of _____ (In words: _____) (hereinafter referred to as "GUARANTEE").

THƯ BẢO LÃNH này có hiệu lực kể từ ngày phát hành và sẽ duy trì hiệu lực cho đến _____ sau đây gọi là "Ngày hết hiệu lực". Đối với bất cứ sự gia hạn, đổi mới hoặc chuyển nhượng Hợp đồng vượt quá thời gian được quy định trong THƯ BẢO LÃNH này, BÊN THỤ HƯỞNG sẽ không cần phải thông báo hoặc được sự đồng thuận của BÊN BẢO LÃNH. THƯ BẢO LÃNH này sẽ được gia hạn dựa trên yêu cầu bằng văn bản từ BÊN ĐƯỢC BẢO LÃNH để đảm bảo cho thời gian gia hạn, đổi mới hoặc chuyển nhượng của Hợp đồng.

This GUARANTEE is effective from the issuance date and shall remain valid, binding and in force until _____, hereinafter referred to as "the **Expiry Date**". For any extensions, renewals, or assignments of the Contract beyond the time stated in this GUARANTEE, BENEFICIARY shall not be required to give notice to nor obtain the consent of GUARANTOR. This GUARANTEE would be extended upon written request of APPLICANT to cover the extension, renewal or assignment periods.

BÊN BẢO LÃNH cam kết **không hủy ngang và vô điều kiện** thanh toán ngay cho BÊN THỤ HƯỞNG một khoản tiền hay những khoản tiền, theo chỉ thị của BÊN THỤ HƯỞNG, tổng không vượt quá số tiền bảo lãnh nêu trên trong vòng 05 ngày làm việc kể từ ngày nhận được văn bản yêu cầu của BÊN THỤ HƯỞNG ghi rõ BÊN ĐƯỢC BẢO LÃNH đã vi phạm nghĩa vụ theo Hợp đồng. GUARANTOR hereby **unconditionally and irrevocably** guarantees to promptly pay BENEFICIARY an amount or amounts, specified by BENEFICIARY, up to the amount stated above, within 05 working days upon our receipt of BENEFICIARY's written demand stating that APPLICANT has failed to fulfill its performance obligation(s) under the Contract.

Sau Ngày hết hiệu lực, THƯ BẢO LÃNH này sẽ tự động không còn giá trị cho dù bản gốc THƯ BẢO LÃNH và các Thư sửa đổi liên quan (nếu có) có được gửi trả lại BÊN BẢO LÃNH hay không. After the Expiry date, this GUARANTEE shall automatically become null and void, whatsoever and irrespective of whether this GUARANTEE is returned to GUARANTOR or not.



Số tiền bảo lãnh nêu trên sẽ được thanh toán ngay bởi BÊN BẢO LÃNH cho BÊN THỤ HƯỞNG cho dù có sự tranh cãi hoặc phản đối nào của BÊN ĐƯỢC BẢO LÃNH hoặc của BÊN BẢO LÃNH hoặc của bất kì bên thứ ba nào khác, và bất kể có hay không sự tranh chấp giữa BÊN ĐƯỢC BẢO LÃNH và BÊN THỤ HƯỞNG về hoặc liên quan tới Hợp đồng hoặc về bất cứ vấn đề khác và cho dù những tranh chấp này, nếu có, đã được giải quyết, dàn xếp, kiện tụng hoặc phân xử bằng bất kỳ hình thức nào.

The said guarantee amount shall be paid by GUARANTOR forthwith to BENEFICIARY notwithstanding any contestation or protest by APPLICANT or by GUARANTOR or by any third party, and irrespective of whether or not there is any dispute between APPLICANT and BENEFICIARY in respect of or relating to the Contract or in respect of any other matter and irrespective of whether or not such said dispute, if any, has been settled, resolved, litigated, or adjudicated upon otherwise howsoever.

BÊN BẢO LÃNH hoặc BÊN ĐƯỢC BẢO LÃNH sẽ không được giải trừ bất cứ nghĩa vụ nào theo THƯ BẢO LÃNH này cho dù có bất cứ sự sửa đổi, thay đổi, thanh toán sai lệch, gia hạn nào liên quan tới Hợp đồng hay bất kỳ sự trì hoãn ân hạn nào của BÊN THỤ HƯỞNG trong hoặc liên quan đến bất cứ vấn đề gì của Hợp đồng.

Neither alteration, variation, incorrect payment, extension in terms of the Contract nor any forbearance of forgiveness in or in respect of any matter or thing concerning the Contract on the part of BENEFICIARY shall in any way release GUARANTOR or APPLICANT or from any liabilities under this GUARANTEE.

Việc đòi tiền nhiều lần theo bảo lãnh này là được phép và theo đó, Số tiền bảo lãnh nêu trên sẽ tự động giảm tương ứng với số tiền mà Ngân hàng đã thực hiện thanh toán cho Bên thụ hưởng theo Thư bảo lãnh.

Multiple demands under this Guarantee are allowed. In such event, the Guarantee Amount aforementioned shall automatically be reduced by the amount of each and any payment made by us under this Guarantee.

Thư bảo lãnh được điều chỉnh và giải thích theo pháp luật Việt Nam. Bất kỳ tranh chấp nào phát sinh từ hoặc liên quan đến Thư bảo lãnh sẽ [do Tòa án nhân dân có thẩm quyền của Việt Nam giải quyết theo quy định của pháp luật] / [sẽ được giải quyết tại Trung tâm Trọng tài quốc tế Việt Nam (VIAC) bên cạnh Phòng Thương mại và Công nghiệp Việt Nam theo quy tắc tố tụng trọng tài của VIAC].

The Guarantee shall be governed by and construed in accordance with the laws of Vietnam. Any dispute arising out of or relating to this Guarantee shall be submitted to [the jurisdiction of competent People's Court of Vietnam in accordance with the governing law] / [arbitration by the Vietnam Arbitration Center international (VIAC) at the Vietnam Chamber of Commerce and Industry in accordance with its rules of arbitration].

THƯ BẢO LÃNH này được phát hành duy nhất 01 (một) bản song ngữ (tiếng Việt và tiếng Anh) và không được phép chuyển nhượng. Trường hợp có sự khác nhau về cách hiểu giữa nội dung tiếng Việt và tiếng Anh thì nội dung tiếng Việt là căn cứ pháp lý.

This GUARANTEE is issued solely in 01 (one) bilingual original (Vietnamese and English) and is not transferrable. Should there be any inconsistency between the two languages of this GUARANTEE, the Vietnamese content shall prevail and be final.

LEGAL REPRESENTATIVE OF THE BANK

[Full name, title, signature and stamp]



PART 4. APPENDICES

This Chapter includes Scope of Supply, Technical requirements, Technical evaluation criteria
(138 pages)





DANH MỤC- СПЕЦИФИКАЦИЯ

Tên hàng hóa/Dịch vụ - На приобретение товаров/услуг: Hệ thống cảnh báo và thiết bị thông tin liên lạc cho dự án BK26/Система PAGA и коммуникационное оборудование для Проекта BK26

SỐ ĐHXN - № заявки: 90.CNTT-1013/25-VT

STT П/п	Mã Vật Tư Код МТР	Tên VTTB/dịch vụ (Việt/Nga hoặc Anh) Наименование МТР/услуг (вьетнам./русс. или англ.)	Đặc Tính Kỹ Thuật Технические характеристики	ĐVT Ед. Изм.	Số Lượng Кол-во	Ghi Chú Примечание
(1)	(2)	(3)	(4)	(5)	(6)	(7)
I. VẬT TƯ THIẾT BỊ						
Group 1: PAGA System / Группа 1: Система PAGA						
1	027.021.00001*	EXTENSION CABINET TELECOM / PAGA SYSTEM (Rack 19" /1kVA/220-230Vac) - Шкаф расширения для системы телекоммуникаций / PAGA (Rack 19"/1kVA/220-230Vac)	<p>01 lot of Cabinet: 600x600x1200mm (VTA), spare at least 6U space to share with other system to install together</p> <ul style="list-style-type: none"> - Rack 19" front door only - At least 1kVA Automatic power transfer switch for dual power supply + Rated voltage: 220/230Vac + Rated frequency: 50/60Hz + Automatic transfer interval: 4-8ms - C/w mounting rail, termination blocks and accessories. <p>* 01 lot of Beacon extension controlling & Monitoring Beacon Control (At least 06 sets of relays for Beacons Control):</p> <ul style="list-style-type: none"> - 35 mm rail mount - Coil voltage: 110-120VAC - Durability: 5,000,000 operations - Contacts: min 2NO & 2NC - Rated current/Maximum peak current: 10A - Rated voltage / Maximum switching voltage: 220VAC <p>Status LEDs mounted on front door for input/output beacon signals (at least 3 input & 6 outputs), Pushbuttons set test and active signal.</p> <p>* 01 lot of Speaker & Paging station extension, include but not limited:</p> <ul style="list-style-type: none"> - Power supply for BK26 speakers and stations, 	Lot	1,00	

STT П/п	Mã Vật Tư Код МТР	Tên VTTB/dịch vụ (Việt/Nga hoặc Anh) Наименование МТР/услуг (вьетнам./русс. или англ.)	Đặc Tính Kỹ Thuật Технические характеристики	ĐVT Ед. Изм.	Số Lượng Кол-во	Ghi Chú Примечание
(1)	(2)	(3)	(4)	(5)	(6)	(7)
			<ul style="list-style-type: none"> - Extending devices for interface with MSP8 PAGA system (include controller for redundant concept) C/w mounting rail, termination blocks and accessories. * 01 lot of Design, Engineering, system configuration. * 01 lot of Certifications. * 01 lot of Installation supervision, commissioning support and training * 300 meter of Interconnection System cable: - Cables connect between existing and extended cabinets shall be according to following standard: + Offshore cable (IEC 60092 - 350 and IEC 60092-360). + Flame retardant (IEC 60332-3A). + Fire resistant (IEC-60331). + Halogens free (IEC 60754-1, 2). + Smoke density (IEC61034-1, 2). * 01 lot of MODIFICATION OF PAGA ON MSP8, include but not limited - Extending and interfacing devices for integrated new PAGA subsystem on BK26. - Devices for modification existing MSP8 PAGA cabinet for redundant operation. - C/w mounting rail, relays, termination blocks and accessories. 			
PAGING STATION / Переговорная станция						
2	027.018.00163	HAZARDOUS PAGING STATION (IP56, 30W)/ Взрывозащищённая переговорная станция (IP56, 30W)	<ul style="list-style-type: none"> - Explosion proof ExdIIAT3 Zone 2, min IP56. - Include acoustic hood - Provides paging announcements over PAGA system speakers. - Provides Single Intercom/ party line full duplex communication. Speaker Amplifier: - Power input: 220VAC nominal, 50/60 Hz; - Amplifier class D, output ~30W; - Frequency response 250–6,000 Hz (±5%); Handset with amplifier: - Microphone: Dynamic, noise-canceling. - Material: ABS - Frequency response: 250-6,000 Hz - Controls: Microphone gain, receiver volume and sidetone; Enclosure: - Material: GRP 	Set	5,00	

STT П/п	Mã Vật Tư Код МТР	Tên VTTB/dịch vụ (Việt/Nga hoặc Anh) Наименование МТР/услуг (вьетнам./русс. или англ.)	Đặc Tính Kỹ Thuật Технические характеристики	ĐVT Ед. Изм.	Số Lượng Кол-во	Ghi Chú Примечание
(1)	(2)	(3)	(4)	(5)	(6)	(7)
			Include stainless steel nameplate, cable glands (Alloy "Cu-Ni", IP56, Locknut, Washer) and accessories for installation. (Paging station shall be compatible with Gai Tronics Page/party system).			
3	027.018.00134	INDOOR PAGING STATION (220VAC, 30W) / Внутренняя переговорная станция (220VAC, 30W)	<ul style="list-style-type: none"> - Safe zone - Provides paging announcements over PAGA system speakers. - Provides Single Intercom/ party line full duplex communication. Speaker Amplifier: <ul style="list-style-type: none"> - Power input: 220VAC nominal, 50/60 Hz; - Amplifier class D, output ~30W; - Frequency response 250–6,000 Hz (±5%); Handset with amplifier: <ul style="list-style-type: none"> - Microphone: Dynamic, noise-canceling. - Material: ABS - Frequency response: 250-6,000 Hz - Controls: Microphone gain, receiver volume and sidetone; Enclosure: <ul style="list-style-type: none"> - Material: GRP Include stainless steel nameplate, cable glands (Alloy "Cu-Ni", IP56, Locknut, Washer) and accessories for installation. (Paging station shall be compatible with Gai Tronics Page/party system)."	Set	1,00	
AMPLIFIER STATION / Усилительная станция						
4	027.018.00135	Hazardous speaker station – Zone 2 (IP56, 25W)/ Взрывозащищённая громкоговорящая станция – Зона 2 (IP56, 25W)	Speaker Amplifier: <ul style="list-style-type: none"> - Explosion proof ExdIIAT3 Zone 2, min IP56. - Amplifier output min 25W; - Power input 220VAC nominal, 50/60 Hz; - Frequency response 250–4,000 Hz (±5%); Enclosure: <ul style="list-style-type: none"> - Material: GRP - Include stainless steel nameplate, cable glands (Alloy "Cu-Ni", IP56, Locknut, Washer) and accessories for installation. Speaker and enclosure shall be c/w wall mounting support and accessories for installation. (Speaker station shall be compatible with Gai Tronics Page/party system).	Set	6,00	

STT П/п	Mã Vật Tư Код MTP	Tên VTTB/dịch vụ (Việt/Nga hoặc Anh) Наименование MTP/услуг (вьетнам./русс. или англ.)	Đặc Tính Kỹ Thuật Технические характеристики	ĐVT Ед. Изм.	Số Lượng Кол-во	Ghi Chú Примечание
(1)	(2)	(3)	(4)	(5)	(6)	(7)
5	027.018.00001*	Hazardous speaker station – Zone 1 (IP56, 25W) - Взрывозащищённая громкоговорящая станция – Зона 1 (IP56, 25W)	Speaker Amplifier: - Explosion proof ExdIIAT3 Zone 1, min IP56. - Amplifier output min 25W; - Power input 220VAC nominal, 50/60 Hz; - Frequency response 250–4,000 Hz (±5%); Enclosure: - Material: GRP - Include stainless steel nameplate, cable glands (Alloy "Cu-Ni", IP56, Locknut, Washer) and accessories for installation. Speaker and enclosure shall be c/w wall mounting support and accessories for installation. (Speaker station shall be compatible with Gai Tronics Page/party system)."	Set	3,00	
OUTDOOR / HAZARDOUS SPEAKER / Наружный / взрывозащищённый громкоговоритель						
6	027.018.00164	Hazardous speaker – Zone 2 (IP56, 25W) / Взрывозащищённый громкоговоритель – Зона 2 (IP56, 25W)	- Speaker type: 8-ohm impedance; - Explosion proof Exd IIAT3 Class I Zone 2, IP56. - Rated power: 25W; - Frequency range: ~370 - 8000Hz (±5%); - SPL 118dB SPL at 25W at 1 meter. - Material: Corrosion-free GRP with stainless steel bracket for high resistance to humidity and salt spray. - Include stainless steel nameplate, - 2x1/2" NPT cable entries".	Set	10,00	
7	027.018.00002*	Hazardous speaker – Zone 1 (IP56, 25W) - Взрывозащищённый громкоговоритель – Зона 1 (IP56, 25W)	- Speaker type: 8-ohm impedance; - Explosion proof Exd IIAT3 Class I Zone 1, IP56. - Rated power: 25W; - Frequency range: ~370 - 8000Hz (±5%); - SPL 118dB SPL at 25W at 1 meter. - Material: Corrosion-free GRP with stainless steel bracket for high resistance to humidity and salt spray. - Include stainless steel nameplate, - 2x1/2" NPT cable entries"	Set	3,00	
8	027.018.00139	Indoor speaker (8 Ohm, 6W)/ Внутренний громкоговоритель (8 Ohm, 6W)	- Speaker type: 8-ohm impedance; - Rated power: 6W. - Indoor ceiling/wall mounted speaker, at least IP22. - Material: ABS with steel bracket. - Max SPL ~97dB at 6W at 1 meter. - Freq. range: ~120 - 12000Hz.	Set	3,00	

STT П/п	Mã Vật Tư Код MTP	Tên VTTB/dịch vụ (Việt/Nga hoặc Anh) Наименование MTP/услуг (вьетнам./русс. или англ.)	Đặc Tính Kỹ Thuật Технические характеристики	ĐVT Ед. Изм.	Số Lượng Кол-во	Ghi Chú Примечание
(1)	(2)	(3)	(4)	(5)	(6)	(7)
			- Include stainless steel nameplate, - 1x1/2" NPT cable entries.			
Hazardous 3-COLOR BEACON / Взрывозащищённый сигнальный маяк с трёхцветной индикацией						
9	027.018.00166	Hazardous 3-color beacon - Zone 2 (IP56, 220VAC)/ Взрывозащищённый трёхцветный сигнальный маяк – Зона 2 (IP56, 220VAC)	- Three color beacons (blue/red/yellow); - Explosion proof ExdIIAT3, Zone 2. - Enclosure: GRP, min IP56. - Lamp Types: Xenon 15 joules as minimum. - Flashing Frequency ~60 fpm. - Xeон Voltages: 220VAC. - Include stainless steel nameplate, 2 x 3/4" NPT cable gland (Alloy "Cu-Ni", IP66, Locknut, Washer) and accessories for installation. - Complete with junction box (if any) to compatible with 4Cx2. 5mm2 cable and loop wiring."	Set	4,00	
10	027.018.00003*	Hazardous 3-color beacon - Zone 1 (IP56, 220VAC) - Взрывозащищённый трёхцветный сигнальный маяк – Зона 1 (IP56, 220VAC)	- Three color beacons (blue/red/yellow); - Explosion proof ExdIIAT3, Zone 1. - Enclosure: GRP, min IP56. - Lamp Types: Xenon 15 joules as minimum. - Flashing Frequency ~60 fpm. - Xeон Voltages: 220VAC. - Include stainless steel nameplate, 2 x 3/4" NPT cable gland (Alloy "Cu-Ni", IP66, Locknut, Washer) and accessories for installation. - Complete with junction box (if any) to compatible with 4Cx2.5mm2 cable and loop wiring.	Set	3,00	
11	027.018.00168	Indoor 3-COLOR BEACON (IP44, 220VAC)/ Внутренний трёхцветный сигнальный маяк (IP44, 220VAC)	- Three color beacons (blue/red/yellow); - Enclosure: GRP, min IP44. - Lamp Types: LED 180cd as minimum. - Flashing Frequency ~60 fpm. - Voltages: 220VAC. - Include stainless steel nameplate, 3/4" NPT cable gland (Alloy "CuNi", IP44, Locknut, Washer) and accessories for installation. - Complete with junction box (if any) to compatible with 4Cx2. 5mm2 cable and loop wiring.	Set	1,00	

STT П/п	Mã Vật Tư Код МТР	Tên VTTB/dịch vụ (Việt/Nga hoặc Anh) Наименование МТР/услуг (вьетнам./русс. или англ.)	Đặc Tính Kỹ Thuật Технические характеристики	ĐVT Ед. Изм.	Số Lượng Кол-во	Ghi Chú Примечание
(1)	(2)	(3)	(4)	(5)	(6)	(7)
12	027.018.00116	Junction box for Jack-Up Rig connection (SS316, IP56)/ Клеммная коробка для подключения к подъемной буровой установке (Jack-Up Rig) (SS316, IP56)	All SS316, EEx-e IIA T3, minimum IP56; Suitable for marine, tropical condition; - C/w followings: 1. Grounding bar and earthing screw; 2. SS316 nameplate; 316 SS gland plate; 3. A set of SS316 mounting bracket/ screws/ washes/ nuts; 4. 30 terminals 1.5 mm2; 5. 40 terminals 2.5 mm2; 6. 10 holes (NOT on topside) c/w 09 sets of Exd brass fully nickel plated plugged and cable glands 2xM20 , 7xM25, 1 M20 brass plug, washes, lock nuts, earth lugs for 11-14mm & 13-20mm OD SWB cable entry.	Set	1,00	
PAGA CABLING / Кабельная разводка системы PAGA						
13	012.008.00442	SPEAKER CABLE (1P x 1.5 mm2)/ Акустический кабель (1P x 1.5mm2)	- Cables shall be according to following standard: Cable structure (IEC 60092 - 375). Flame retardant (IEC 60332-3A). Fire resistant (IEC-60331). Halogens free (IEC 60754-1, 2). Smoke density (IEC61034-1, 2). - Conductor: stranded tinned copper, 1.5mm2. - Core insulation : EPR ethylene propylene rubber or equivalent; - Inner sheath : halogen free thermoset compound; - Armour : tinned copper wire braid ; - Outer sheath : halogen free SHF-mud thermoset compound; - Size as below: 1P x 1.5mm2	Metre	400,00	
14	012.008.00443	SYSTEM CABLE for handset & amplifier stations (8 cores)/ Системный кабель для трубок и усилительных станций (8 cores)	- Cables shall be according to following standard: Offshore cable (IEC 60092 - 350 and IEC 60092-360). Flame retardant (IEC 60332-3A). Fire resistant (IEC-60331). Halogens free (IEC 60754-1, 2). Smoke density (IEC61034-1, 2). - 8 cores construction include: 2Cx 14 AWG for power, 1C 14 AWG for ground, 1P x 18 AWG for the page line, 1P x 18 AWG for the party line, 1C x 18 AWG control conductor. - Core insulation : EPR ethylene propylene rubber or equivalent;	Metre	1.000,00	

STT П/п	Mã Vật Tư Код МТР	Tên VTTB/dịch vụ (Việt/Nga hoặc Anh) Наименование МТР/услуг (вьетнам./русс. или англ.)	Đặc Tính Kỹ Thuật Технические характеристики	ĐVT Ед. Изм.	Số Lượng Кол-во	Ghi Chú Примечание
(1)	(2)	(3)	(4)	(5)	(6)	(7)
			<ul style="list-style-type: none"> - Inner sheath : halogen free thermoset compound; - Armour : tinned copper wire braid ; - Outer sheath : halogen free SHF-mud thermoset compound; Compatible with Gai Tronics 60038 system cable for single line party/paging system complete with power and communication conductors c/w individual & overall shield. Other twist pairs cable construction can be provided in Tender for review/approval.			
15	012.008.00456	STATUS LIGHT/BEACON CABLE (4C x 2.5mm2)/ Кабель для сигнальных ламп / маяков (4C x 2.5mm2)	<ul style="list-style-type: none"> - Cables shall be according to following standard: Cable structure (IEC 60092 - 353). Flame retardant (IEC 60332-3A). Fire resistant (IEC-60331). Halogens free (IEC 60754-1, 2). Smoke density (IEC61034-1, 2). - Conductor: stranded tinned copper, - Core insulation : EPR ethylene propylene rubber or equivalent; - Inner sheath : halogen free thermoset compound; - Armour : tinned copper wire braid ; - Outer sheath : halogen free SHF-mud thermoset compound; - Size as below: 4C x 2.5mm2. 	Metre	600,00	
GROUP II: COMMUNICATION DEVICES / ГРУППА II						
16	051.007.01039	LAN base switch, 19" rack mount / Коммутатор LAN, монтируемый в 19- дюймовую стойку	<ul style="list-style-type: none"> - Min 16 x 10/100/1000 Mbps Ethernet ports. - 2 x 1000BASE-T uplink ports connection, - C/w compatible patch panels for terminations. - C/w power supply 220VAC adapter. 	Set	1,00	
Fiber optical patch panel & converters / Оптическая коммутационная панель и медиаконвертеры						
17	051.007.00012*	Fiber optical patch panel (8 FO cores) - Оптическая коммутационная панель (8 FO cores)	Fiber optical patch panel, 19" rack mount, for at least 8 FO cores, c/w installation accessories, connectors, 4 LC-SC FO patch cords etc... for completing fiber connecting.	Set	1,00	



STT П/п	Mã Vật Tư Код MTP	Tên VTTB/dịch vụ (Việt/Nga hoặc Anh) Наименование MTP/услуг (вьетнам./русс. или англ.)	Đặc Tính Kỹ Thuật Технические характеристики	ĐVT Ед. Изм.	Số Lượng Кол-во	Ghi Chú Примечание
(1)	(2)	(3)	(4)	(5)	(6)	(7)
18	051.007.00013*	Fiber optical patch panel, wall mount IP56 (8 FO cores) - Настенная оптическая коммутационная панель, степень защиты IP56 (8 FO cores)	Fiber optical patch panel, wall mount IP56, for at least 8 FO cores, c/w installation accessories, DIN rail for converter, connectors, 4 LC-SC FO patch cords etc... for completing fiber connecting.	Set	1,00	
19	051.008.02006	Media converters (RJ45 & SC/LC connectors)/ Медиаконвертеры (RJ45 & SC/LC connectors)	Media converters from fiber optical to Gigabit Ethernet c/w RJ45 & SC/LC connectors, SFP module (if any) for Single mode fiber cores. C/w power supply 220VAC adapter. - 2 cores SM FO to 1000BASE-T RJ45.	Set	6,00	
IP Phone & accessories / IP-телефон и аксессуары						
20	027.013.06413	IP Phone (2 x Gigabit Ethernet,SIP & H.323) / IP-телефон (2 x Gigabit Ethernet,SIP & H.323)	- Avaya communication Manager compatible. - 2 x Gigabit Ethernet (10 / 100 / 1000) - Connection protocol: supports SIP and H.323. - Voice codec standards: G.711, G.726A, G.729, G.729A/B, G.722 - C/w power supply 220VAC adapter.	Set	1,00	
21	051.007.00805	Accessories - RJ45 sockets / Аксессуары – розетки RJ45	- Compatible with all CAT 6 cable type, - ISO/IEC 11801:2002 compliance, - Accepts solid wire from 22 to 24AWG, - C/w dual socket mounting box, - C/w screw and accessories for wall mounting.	Set	5,00	
22	051.008.01967	Accessories - RJ45 plug/connector / Аксессуары – разъем/штекер RJ45	- Compatible with all CAT 6 cable type, - 8P8C RJ-45 Connector type, - Applications standard TIA/EIA-568-2-D - Material/finish housing: Polycarbonate, - UL flammability rating UL94V-2.	Set	100,00	
NETWORK CABLING SYSTEM / Система структурированной кабельной сети						



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(1)	(2)	(3)	(4)	(5)	(6)	(7)
23	012.002.00096	Ethernet indoor CAT6 cable / Внутренний сетевой кабель категории 6	<ul style="list-style-type: none"> - Ethernet CAT6 UTP cable as per ISO/IEC 11801/ TIA-568-C / IEC 61156-5. - Power over Ethernet compatible as per IEEE 802.3at; - Cables shall be according to following standard: <ul style="list-style-type: none"> · Flame retardant (IEC 60332-3A). · Halogens free (IEC 60754-1, 2). · Low smoke density (IEC61034-1, 2). - Conductor: Solid Conductor 23AWG. 	Metre	300,00	
24	012.002.00002*	Ethernet outdoor CAT6 cable (S/FPT/23AWG) - ệtевой кабель категории 6 для наружной прокладки (S/FTP/23AWG)	<p>Ethernet CAT6 S/FTP cables shall comply:</p> <ul style="list-style-type: none"> - Standards: Comply as per ISO/IEC 11801/ TIA-568-C / IEC 61156-5. Offshore cable (IEC 60092 - 350 and IEC 60092-360) Flame retardant to IEC-60332-3A. Halogen free to IEC-60754-1, 2. Smoke density to IEC-61034-1, 2. - Power over Ethernet (PoE / PoE+) compatible. - RJ45 connector/socket compatibility - Conductor: Solid conductor 23AWG or better. - Individual foil and overall copper braid shields - Bedding- halogen free compound - Armour- tinned copper wire braid. - Outer jacket: SHF Halogen-free compound. <p>Certification for offshore installation.</p>	Metre	300,00	
25	012.002.00004*	Fiber Optical topside cable (4 cores) - Опволоконный кабель для надпалубной прокладки (4 cores)	<p>Armoured, Single mode Fiber Optic Cable as per SM 9/125, Mica Wrapped Loose Tube, steel strength member, LSHF inner sheath, GSWB – Galvanized steel wire braid, oil resistance outer sheath (LSHF-SWB-SHF-mud).</p> <ul style="list-style-type: none"> -Cables shall be according to following standard: <ul style="list-style-type: none"> · Fire Resistance (IEC 60331), · Flame retardant (IEC 60332-3A), · Halogens free (IEC 60754-1, 2), · Smoke density (IEC61034-1, 2). - Color: Black - At least 04 cores fiber optical 	Metre	400,00	
RADIO DEVICES / РАДИОУСТРОЙСТВА						



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(1)	(2)	(3)	(4)	(5)	(6)	(7)
26	027.001.00010*	VHF-FM MARINE PORTABLE (IP67/156-174 Mhz) - Портативная морская УКВ-FM радиостанция (IP67/156-174MHz)	- Portable VHF-FM marine radio, explosion protection ExibIIBT5, IP67; - Operate in 156 - 174 MHz frequency band; - C/w helical antennas, leather carrying case with belt, single insert charger and IS remote microphone/headset and rechargeable IS Nickel-Metal Hydride batteries spare.	Set	2,00	

(*) : New items





VIETSOVPETRO

**BK26 WELLHEAD PLATFORM
BK26 WHP AND CONNECTION TO MSP8 PROJECT**

**TECHNICAL REQUIREMENT
FOR PAGA SYSTEM AND
COMMUNICATION DEVICES FOR BK26 WHP**

**DOC. NO : ITC-BK26-TR-001
REV : 0**

**ISSUED FOR BID
DATE :**





	BK26 WHP AND CONNECTION TO MSP8 PROJECT TECHNICAL REQUIREMENT FOR PAGA SYSTEM AND COMMUNICATION DEVICES FOR BK26 WHP	DOC. NO.	ITC-BK26-TR-001
		REV.	0
		Page 4 of 20	

TABLE OF CONTENTS

1. PURPOSE & SCOPE OF USE.....	5
1.1. PURPOSE:.....	5
1.2. SCOPE OF USE	5
2. GENERAL REQUIREMENTS FOR GOODS.....	5
2.1. CONDITION OF GOODS AND YEAR OF MANUFACTURE:.....	5
2.2. CONTENT OFFERING GOODS.....	5
2.3. WARRANTY:	6
3. TECHNICAL REQUIREMENT	6
EQUIPMENT TECHNICAL REQUIREMENTS	6
4. REQUIREMENTS FOR CONTRACTORS.....	14
5. MANUFACTURER AND ORIGIN OF GOODS	15
5.1. RECOMMENDED COUNTRY OF ORIGIN	15
5.2. RECOMMENDED MANUFACTURER/VENDORS LIST:.....	15
6. TIME AND LOCATION OF DELIVERY	16
7. QUANTITY AND PACKAGING OF GOODS.....	16
8. DOCUMENT REQUIREMENT	17
8.1. TECHNICAL PROPOSAL REQUIREMENT (IN BIDDING PHASE).....	17
8.2. TECHNICAL DOCUMENT REQUIREMENT (UPON DELIVERY).....	17
9. REQUIREMENTS FOR CERTIFICATES OF THE GOODS.....	17
10. EVALUATION METHOD	20
11. APPENDICES	20



	BK26 WHP AND CONNECTION TO MSP8 PROJECT TECHNICAL REQUIREMENT FOR PAGA SYSTEM AND COMMUNICATION DEVICES FOR BK26 WHP	DOC. NO.	ITC-BK26-TR-001
		REV.	0
		Page 5 of 20	

1. PURPOSE & SCOPE OF USE

1.1. PURPOSE:

Provides PAGA system & Communication Devices for BK26 WHP. The systems shall be installed on BK26 Wellhead Platform.

1.2. SCOPE OF USE

All equipment shall be suitable for operation on offshore platform. The equipment shall be suitable for continuous, in the environmental conditions Offshore, salt laden, marine air condition, exposed to monsoon storm and winter depression.

2. GENERAL REQUIREMENTS FOR GOODS

This document covers the minimum requirements for detail design, detail engineering, purchase, manufacturing, fabrication, painting (if required), inspection and testing, shipping, delivery, documentation, site installation supervision, site connection supervision, pre-comm. & commissioning performance and start-up assistance of PAGA system and Communication Devices, materials and requirement specified in related Purchase Requisition, including all etion and other documents/drawings in Appendix 1. Detail to be refered to:

- MSP8.BK26-002-GE-CS2-RQ-001_0_PURCHASE REQUISITION FOR PAGA AND COMMUNICATION DEVICE
- All documents in the Appdenix 1.


2.1. CONDITION OF GOODS AND YEAR OF MANUFACTURE:

Goods must be brand new, unused, and manufactured in 2025 or later.

2.2. CONTENT OFFERING GOODS

Clearly state the name, code, technical specification, manufacturer and origin of each item of materials and equipment.



	BK26 WHP AND CONNECTION TO MSP8 PROJECT TECHNICAL REQUIREMENT FOR PAGA SYSTEM AND COMMUNICATION DEVICES FOR BK26 WHP	DOC. NO.	ITC-BK26-TR-001
		REV.	0
		Page 6 of 20	

2.3. WARRANTY:

During 12 months from the date of commissioning completion and signing of acceptance protocol or 18 months from the delivery date (the date to receive the final shipment at VSP warehouse) whichever is earlier.

3. TECHNICAL REQUIREMENT

PAGA system and Communication Devices shall be complied with all Technical Documents listed in Appendix 1 of this technical requirement (*All document and drawing in the Appendix 1 is preliminary engineering design and will be updated during bidding stage*).

All detail engineering design document and drawing (PAGA system & Communication Devices) is BIDDER's scope.

In the event of any conflict between this Technical Requirement, Drawings, Datasheet and other documents, the order of the precedence of the documents is as follows:


- This Technical Requirement;
- Related Datasheets;
- Related Specification
- Related Single line diagrams;
- Other documents and drawings in Appendix 1.

International Codes and Standards.

EQUIPMENT TECHNICAL REQUIREMENTS


No.	Description	Remarks
Group 1: PAGA System		
	PAGA system and cabinet	
1	EXTENSION CABINET TELECOM / PAGA SYSTEM ON BK 26 * 01 lot of Cabinet: 600x600x1200mm (VTA), spare at least 6U space to share with other system to install together - Rack 19" front door only - At least 1kVA Automatic power transfer switch for dual power supply + Rated voltage: 220/230Vac + Rated frequency: 50/60Hz + Automatic transfer interval: 4-8ms - C/w mounting rail, termination blocks and accessories. * 01 lot of Beacon extension controlling & Monitoring Beacon Control (At least 06 sets of relays for Beacons Control): - 35 mm rail mount - Coil voltage: 110-120VAC - Durability: 5,000,000 operations	



	BK26 WHP AND CONNECTION TO MSP8 PROJECT TECHNICAL REQUIREMENT FOR PAGA SYSTEM AND COMMUNICATION DEVICES FOR BK26 WHP	DOC. NO.	ITC-BK26-TR-001
		REV.	0
		Page 7 of 20	


No.	Description	Remarks
	<ul style="list-style-type: none"> - Contacts: min 2NO & 2NC - Rated current/Maximum peak current: 10A - Rated voltage / Maximum switching voltage: 220VAC Status LEDs mounted on front door for input/output beacon signals (at least 3 input & 6 outputs), Pushbuttons set test and active signal. * 01 lot of Speaker & Paging station extension, include but not limited: - Power supply for BK26 speakers and stations, - Extending devices for interface with MSP8 PAGA system (include controller for redundant concept) C/w mounting rail, termination blocks and accessories. * 01 lot of Design, Engineering, system configuration. * 01 lot of Certifications. * 01 lot of Installation supervision, commissioning support and training * 300 meter of Interconnection System cable - Cables connect between existing and extended cabinets shall be according to following standard: <ul style="list-style-type: none"> + Offshore cable (IEC 60092 - 350 and IEC 60092-360). + Flame retardant (IEC 60332-3A). + Fire resistant (IEC-60331). + Halogens free (IEC 60754-1, 2). + Smoke density (IEC61034-1, 2). * 01 lot of MODIFICATION OF PAGA ON MSP8, include but not limited - Extending and interfacing devices for integrated new PAGA subsystem on BK26. - Devices for modification existing MSP8 PAGA cabinet for redundant operation. - C/w mounting rail, relays, termination blocks and accessories. 	
2	<p>HAZARDOUS PAGING STATION (IP56, 30W)</p> <ul style="list-style-type: none"> - Explosion proof ExdIIAT3 Zone 2, min IP56. - Include acoustic hood - Provides paging announcements over PAGA system speakers. - Provides Single Intercom/ party line full duplex communication. <p>Speaker Amplifier:</p> <ul style="list-style-type: none"> - Power input: 220VAC nominal, 50/60 Hz; - Amplifier class D, output ~30W; - Frequency response 250–6,000 Hz (±5%); <p>Handset with amplifier:</p> <ul style="list-style-type: none"> - Microphone: Dynamic, noise-canceling. - Material: ABS - Frequency response: 250-6,000 Hz - Controls: Microphone gain, receiver volume and sidetone; <p>Enclosure:</p> <ul style="list-style-type: none"> - Material: GRP <p>Include stainless steel nameplate, cable glands (Alloy “Cu-Ni”, IP56, Locknut, Washer) and accessories for installation. (Paging station shall be compatible with Gai Tronics Page/party system).</p>	



	BK26 WHP AND CONNECTION TO MSP8 PROJECT TECHNICAL REQUIREMENT FOR PAGA SYSTEM AND COMMUNICATION DEVICES FOR BK26 WHP	DOC. NO.	ITC-BK26-TR-001
		REV.	0
		Page 8 of 20	


No.	Description	Remarks
3	<p>INDOOR PAGING STATION (220VAC, 30W)</p> <ul style="list-style-type: none"> - Safe zone - Provides paging announcements over PAGA system speakers. - Provides Single Intercom/ party line full duplex communication. <p>Speaker Amplifier:</p> <ul style="list-style-type: none"> - Power input: 220VAC nominal, 50/60 Hz; - Amplifier class D, output ~30W; - Frequency response 250–6,000 Hz (±5%); <p>Handset with amplifier:</p> <ul style="list-style-type: none"> - Microphone: Dynamic, noise-canceling. - Material: ABS - Frequency response: 250-6,000 Hz - Controls: Microphone gain, receiver volume and sidetone; <p>Enclosure:</p> <ul style="list-style-type: none"> - Material: GRP <p>Include stainless steel nameplate, cable glands (Alloy “Cu-Ni”, IP56, Locknut, Washer) and accessories for installation. (Paging station shall be compatible with Gai Tronics Page/party system).</p>	
4	<p>Hazardous speaker station – Zone 2 (IP56, 25W)</p> <p>Speaker Amplifier:</p> <ul style="list-style-type: none"> - Explosion proof ExdIIAT3 Zone 2, min IP56. - Amplifier output min 25W; - Power input 220VAC nominal, 50/60 Hz; - Frequency response 250–4,000 Hz (±5%); <p>Enclosure:</p> <ul style="list-style-type: none"> - Material: GRP - Include stainless steel nameplate, cable glands (Alloy “Cu-Ni”, IP56, Locknut, Washer) and accessories for installation. <p>Speaker and enclosure shall be c/w wall mounting support and accessories for installation. (Speaker station shall be compatible with Gai Tronics Page/party system).</p>	
5	<p>Hazardous speaker station – Zone 1 (IP56, 30W)</p> <p>Speaker Amplifier:</p> <ul style="list-style-type: none"> - Explosion proof ExdIIAT3 Zone 1, min IP56. - Amplifier output min 25W; - Power input 220VAC nominal, 50/60 Hz; - Frequency response 250–4,000 Hz (±5%); <p>Enclosure:</p> <ul style="list-style-type: none"> - Material: GRP - Include stainless steel nameplate, cable glands (Alloy “Cu-Ni”, IP56, Locknut, Washer) and accessories for installation. <p>Speaker and enclosure shall be c/w wall mounting support and accessories for installation. (Speaker station shall be compatible with Gai Tronics Page/party system).</p>	



	BK26 WHP AND CONNECTION TO MSP8 PROJECT TECHNICAL REQUIREMENT FOR PAGA SYSTEM AND COMMUNICATION DEVICES FOR BK26 WHP	DOC. NO.	ITC-BK26-TR-001
		REV.	0
		Page 9 of 20	


No.	Description	Remarks
6	Hazardous speaker – Zone 2 (IP56, 30W) - Speaker type: 8-ohm impedance; - Explosion proof Exd IIAT3 Class I Zone 2, IP56. - Rated power: 25W; - Frequency range: ~370 - 8000Hz (±5%); - SPL 118dB SPL at 25W at 1 meter. - Material: Corrosion-free GRP with stainless steel bracket for high resistance to humidity and salt spray. - Include stainless steel nameplate, - 2x1/2” NPT cable entries	
7	Hazardous speaker – Zone 1 (IP56, 30W) - Speaker type: 8-ohm impedance; - Explosion proof Exd IIAT3 Class I Zone 1, IP56. - Rated power: 25W; - Frequency range: ~370 - 8000Hz (±5%); - SPL 118dB SPL at 25W at 1 meter. - Material: Corrosion-free GRP with stainless steel bracket for high resistance to humidity and salt spray. - Include stainless steel nameplate, - 2x1/2” NPT cable entries	
8	Indoor speaker (8Ohm, 6W) - Speaker type: 8-ohm impedance; - Rated power: 6W. - Indoor ceiling/wall mounted speaker, at least IP22. - Material: ABS with steel bracket. - Max SPL ~97dB at 6W at 1 meter. - Freq. range: ~120 - 12000Hz. - Include stainless steel nameplate, - 1x1/2” NPT cable entries.	
9	Hazardous 3-color beacon - Zone 2 (IP56, 220VAC) - Three color beacons (blue/red/yellow); - Explosion proof ExdIIAT3, Zone 2. - Enclosure: GRP, min IP56. - Lamp Types: Xenon 15 joules as minimum. - Flashing Frequency ~60 fpm. - Xeon Voltages: 220VAC. - Include stainless steel nameplate, 2 x 3/4"NPT cable gland (Alloy “Cu-Ni”, IP66, Locknut, Washer) and accessories for installation. - Complete with junction box (if any) to compatible with 4Cx2.5mm2 cable and loop wiring.	



	BK26 WHP AND CONNECTION TO MSP8 PROJECT TECHNICAL REQUIREMENT FOR PAGA SYSTEM AND COMMUNICATION DEVICES FOR BK26 WHP	DOC. NO.	ITC-BK26-TR-001
		REV.	0
		Page 10 of 20	


No.	Description	Remarks
10	<p>Hazardous 3-color beacon - Zone 1 (IP56, 220VAC)</p> <ul style="list-style-type: none"> - Three color beacons (blue/red/yellow); - Explosion proof ExdIIAT3, Zone 1. - Enclosure: GRP, min IP56. - Lamp Types: Xenon 15 joules as minimum. - Flashing Frequency ~60 fpm. - Xeon Voltages: 220VAC. - Include stainless steel nameplate, 2 x 3/4"NPT cable gland (Alloy "Cu-Ni", IP66, Locknut, Washer) and accessories for installation. - Complete with junction box (if any) to compatible with 4Cx2.5mm2 cable and loop wiring. 	
11	<p>Indoor 3-COLOR BEACON ((IP44, 220VAC)</p> <ul style="list-style-type: none"> - Three color beacons (blue/red/yellow); - Enclosure: GRP, min IP44. - Lamp Types: LED 180cd as minimum. - Flashing Frequency ~60 fpm. - Voltages: 220VAC. - Include stainless steel nameplate, 3/4"NPT cable gland (Alloy "CuNi", IP44, Locknut, Washer) and accessories for installation. - Complete with junction box (if any) to compatible with 4Cx2.5mm2 cable and loop wiring. 	
12	<p>Junction box for Jack-Up Rig connection (SS316, IP56)</p> <p>All SS316, EEx-e IIA T3, minimum IP56; Suitable for marine, tropical condition;</p> <ul style="list-style-type: none"> - C/w followings: 1. Grounding bar and earthing screw; 2. SS316 nameplate; 316 SS gland plate; 3. A set of SS316 mounting bracket/ screws/ washes/ nuts; 4. 30 terminals 1.5 mm2; 5. 40 terminals 2.5 mm2; 6. 10 holes (NOT on topside) c/w 09 sets of Exd brass fully nickel plated plugged and cable glands 2xM20 , 7xM25, 1 M20 brass plug, washes, lock nuts, earth lugs for 11-14mm & 13-20mm OD SWB cable entry; 	



	BK26 WHP AND CONNECTION TO MSP8 PROJECT TECHNICAL REQUIREMENT FOR PAGA SYSTEM AND COMMUNICATION DEVICES FOR BK26 WHP	DOC. NO.	ITC-BK26-TR-001
		REV.	0
		Page 11 of 20	


No.	Description	Remarks
13	<p>SPEAKER CABLE (1P x 1.5mm²)</p> <ul style="list-style-type: none"> - Cables shall be according to following standard: Cable structure (IEC 60092 - 375). Flame retardant (IEC 60332-3A). Fire resistant (IEC-60331). Halogens free (IEC 60754-1, 2). Smoke density (IEC61034-1, 2). - Conductor: stranded tinned copper, 1.5mm². - Core insulation : EPR ethylene propylene rubber or equivalent; - Inner sheath : halogen free thermoset compound; - Armour : tinned copper wire braid ; - Outer sheath : halogen free SHF-mud thermoset compound; - Size as below: 1P x 1.5mm² 	
14	<p>SYSTEM CABLE for handset & amplifier stations (8 Cores)</p> <ul style="list-style-type: none"> - Cables shall be according to following standard: Offshore cable (IEC 60092 - 350 and IEC 60092-360). Flame retardant (IEC 60332-3A). Fire resistant (IEC-60331). Halogens free (IEC 60754-1, 2). Smoke density (IEC61034-1, 2). - 8 cores construction include: 2Cx 14 AWG for power, 1C 14 AWG for ground, 1P x 18 AWG for the page line, 1P x 18 AWG for the party line, 1C x 18 AWG control conductor. - Core insulation : EPR ethylene propylene rubber or equivalent; - Inner sheath : halogen free thermoset compound; - Armour : tinned copper wire braid ; - Outer sheath : halogen free SHF-mud thermoset compound; Compatible with Gai Tronics 60038 system cable for single line party/paging system complete with power and communication conductors c/w individual & overall shield. Other twist pairs cable construction can be provided in Tender for review/approval. 	



	BK26 WHP AND CONNECTION TO MSP8 PROJECT TECHNICAL REQUIREMENT FOR PAGA SYSTEM AND COMMUNICATION DEVICES FOR BK26 WHP	DOC. NO.	ITC-BK26-TR-001
		REV.	0
		Page 12 of 20	


No.	Description	Remarks														
15	STATUS LIGHT/BEACON CABLE (4C x 2.5mm2) - Cables shall be according to following standard: Cable structure (IEC 60092 - 353). Flame retardant (IEC 60332-3A). Fire resistant (IEC-60331). Halogens free (IEC 60754-1, 2). Smoke density (IEC61034-1, 2). - Conductor: stranded tinned copper, - Core insulation : EPR ethylene propylene rubber or equivalent; - Inner sheath : halogen free thermoset compound; - Armour : tinned copper wire braid ; - Outer sheath : halogen free SHF-mud thermoset compound; - Size as below: 4C x 2.5mm2															
<p>Notes:</p> <p>1. Descriptions in this purchase requisition show only general information. Vendor shall read in conjunction with Data Sheets & Block Diagram & Specification:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">MSP8.BK26-002-GE-CS2-DS-001</td> <td>DATASHEET FOR SPEAKER</td> </tr> <tr> <td>MSP8.BK26-002-GE-CS2-DS-002</td> <td>DATASHEET FOR BEACON</td> </tr> <tr> <td>MSP8.BK26-002-GE-CS2-DS-003</td> <td>DATASHEET FOR PAGING</td> </tr> <tr> <td>MSP8.BK26-002-GE-CS2-DS-004</td> <td>TELEPHONE DATASHEET</td> </tr> <tr> <td>MSP8.BK26-002-GE-CS2-DS-005</td> <td>JUNCTION BOXES DATASHEET</td> </tr> <tr> <td>MSP8.BK26-002-GE-CS2-DW-001</td> <td>Telecom & PAGA Overall Block Diagram</td> </tr> <tr> <td>MSP8.BK26-002-GE-CS2-SP-001</td> <td>SPECIFICATION FOR PAGA</td> </tr> </table>			MSP8.BK26-002-GE-CS2-DS-001	DATASHEET FOR SPEAKER	MSP8.BK26-002-GE-CS2-DS-002	DATASHEET FOR BEACON	MSP8.BK26-002-GE-CS2-DS-003	DATASHEET FOR PAGING	MSP8.BK26-002-GE-CS2-DS-004	TELEPHONE DATASHEET	MSP8.BK26-002-GE-CS2-DS-005	JUNCTION BOXES DATASHEET	MSP8.BK26-002-GE-CS2-DW-001	Telecom & PAGA Overall Block Diagram	MSP8.BK26-002-GE-CS2-SP-001	SPECIFICATION FOR PAGA
MSP8.BK26-002-GE-CS2-DS-001	DATASHEET FOR SPEAKER															
MSP8.BK26-002-GE-CS2-DS-002	DATASHEET FOR BEACON															
MSP8.BK26-002-GE-CS2-DS-003	DATASHEET FOR PAGING															
MSP8.BK26-002-GE-CS2-DS-004	TELEPHONE DATASHEET															
MSP8.BK26-002-GE-CS2-DS-005	JUNCTION BOXES DATASHEET															
MSP8.BK26-002-GE-CS2-DW-001	Telecom & PAGA Overall Block Diagram															
MSP8.BK26-002-GE-CS2-SP-001	SPECIFICATION FOR PAGA															
Group 2: Communication Devices																
NETWORK DEVICES																
16	LAN base switch, 19" rack mount - Min 16 x 10/100/1000 Mbps Ethernet ports. - 2 x 1000BASE-T uplink ports connection, - C/w compatible patch panels for terminations. - C/w power supply 220VAC adapter.															
17	Fiber optical patch panel, 19" rack mount, for at least 8 FO cores, c/w installation accessories, connectors, 4 LC-SC FO patch cords etc... for completing fiber connecting.															
18	Fiber optical patch panel, wall mount IP56, for at least 8 FO cores, c/w installation accessories, DIN rail for converter, connectors, 4 LC-SC FO patch cords etc... for completing fiber connecting.															
19	Media converters from fiber optical to Gigabit Ethernet c/w RJ45 & SC/LC connectors, SFP module (if any) for Single mode fiber cores. C/w power supply 220VAC adapter. - 2 cores SM FO to 1000BASE-T RJ45															



	BK26 WHP AND CONNECTION TO MSP8 PROJECT TECHNICAL REQUIREMENT FOR PAGA SYSTEM AND COMMUNICATION DEVICES FOR BK26 WHP	DOC. NO.	ITC-BK26-TR-001
		REV.	0
		Page 13 of 20	

No.	Description	Remarks
	IP Phone & accessories	
20	IP Phone (2 x Gigabit Ethernet, SIP & H.323) - Avaya communication Manager compatible, -2 x Gigabit Ethernet (10 / 100 / 1000) - Connection protocol: supports SIP and H.323. - Voice codec standards: G.711, G.726A, G.729, G.729A/B, G.722 - C/w power supply 220VAC adapter.	
21	Accessories - RJ45 sockets - Compatible with all CAT 6 cable type, - ISO/IEC 11801:2002 compliance, - Accepts solid wire from 22 to 24AWG, - C/w dual socket mounting box, - C/w screw and accessories for wall mounting.	
22	Accessories - RJ45 plug/connector - Compatible with all CAT 6 cable type, - 8P8C RJ-45 Connector type, - Applications standard TIA/EIA-568-2-D - Material/finish housing: Polycarbonate, - UL flammability rating UL94V-2	
	NETWORK CABLING SYSTEM	
23	Ethernet indoor CAT6 cable - Ethernet CAT6 UTP cable as per ISO/IEC 11801/ TIA-568-C / IEC 61156-5. - Power over Ethernet compatible as per IEEE 802.3at; - Cables shall be according to following standard: · Flame retardant (IEC 60332-3A). · Halogens free (IEC 60754-1, 2). · Low smoke density (IEC61034-1, 2). - Conductor: Solid Conductor 23AWG.	
24	Ethernet outdoor CAT6 cable Ethernet CAT6 S/FTP cables shall comply: - Standards: Comply as per ISO/IEC 11801/ TIA-568-C / IEC 61156-5. Offshore cable (IEC 60092 - 350 and IEC 60092-360) Flame retardant to IEC-60332-3A. Halogen free to IEC-60754-1, 2. Smoke density to IEC-61034-1, 2. - Power over Ethernet (PoE / PoE+) compatible. - RJ45 connector/socket compatibility - Conductor: Solid conductor 23AWG or better. - Individual foil and overall copper braid shields - Bedding: halogen free compound - Armour: tinned copper wire braid. - Outer jacket: SHF Halogen-free compound.	



	BK26 WHP AND CONNECTION TO MSP8 PROJECT TECHNICAL REQUIREMENT FOR PAGA SYSTEM AND COMMUNICATION DEVICES FOR BK26 WHP	DOC. NO.	ITC-BK26-TR-001
		REV.	0
		Page 14 of 20	

No.	Description	Remarks						
25	Fiber Optical topside cable Armoured, Single mode Fiber Optic Cable as per SM 9/125, Mica Wrapped Loose Tube, steel strength member, LSHF inner sheath, GSWB – Galvanized steel wire braid, oil resistance outer sheath (LSHF-SWB-SHF-mud). -Cables shall be according to following standard: · Fire Resistance (IEC 60331), · Flame retardant (IEC 60332-3A), · Halogens free (IEC 60754-1, 2), · Smoke density (IEC61034-1, 2). - Color: Black - At least 04 cores fiber optical							
GROUP III: RADIO DEVICES								
26	VHF-FM MARINE PORTABLE - Portable VHF-FM marine radio, explosion protection ExibIIBT5, IP67; - Operate in 156 - 174 MHz frequency band; - C/w helical antennas, leather carrying case with belt, single insert charger and IS remote microphone/headset and rechargeable IS Nickel-Metal Hydride batteries spare							
<p>Note:</p> <p>1. Descriptions in this purchase requisition show only general information. Vendor shall read in conjunction with Data Sheets & Block Diagram & Specification:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">MSP8.BK26-002-GE-CS2-DS-004</td> <td>Telephone Datasheets</td> </tr> <tr> <td>MSP8.BK26-002-GE-CS2-DW-001</td> <td>Telecom & PAGA Overall Block Diagram</td> </tr> <tr> <td>MSP8.BK26-002-GE-CS2-SP-002</td> <td>SPECIFICATION FOR TELECOMMUNICATION</td> </tr> </table>			MSP8.BK26-002-GE-CS2-DS-004	Telephone Datasheets	MSP8.BK26-002-GE-CS2-DW-001	Telecom & PAGA Overall Block Diagram	MSP8.BK26-002-GE-CS2-SP-002	SPECIFICATION FOR TELECOMMUNICATION
MSP8.BK26-002-GE-CS2-DS-004	Telephone Datasheets							
MSP8.BK26-002-GE-CS2-DW-001	Telecom & PAGA Overall Block Diagram							
MSP8.BK26-002-GE-CS2-SP-002	SPECIFICATION FOR TELECOMMUNICATION							

4. REQUIREMENTS FOR CONTRACTORS


For group 1 “PAGA System”:

- BIDDER or BIDDER’s Manufacturer/ Integrator for PAGA system shall have at least 03 years of engineering, fabrication, assembled and completed commissioning for PAGA system for offshore oil & gas application.

For group 2 “Communication Devices”:

- BIDDER or BIDDER’s Manufacturer/ Integrator for Radio & Network system shall have at least 03 years of engineering, fabrication, assembled and completed commissioning for Radio & Network system for offshore oil & gas application.



	BK26 WHP AND CONNECTION TO MSP8 PROJECT TECHNICAL REQUIREMENT FOR PAGA SYSTEM AND COMMUNICATION DEVICES FOR BK26 WHP	DOC. NO.	ITC-BK26-TR-001
		REV.	0
		Page 15 of 20	

5. MANUFACTURER AND ORIGIN OF GOODS


5.1. RECOMMENDED COUNTRY OF ORIGIN

No.	Equipment	Original Country
1.	Main equipment of PAGA System, Paging station, Amplifier station	G7, Russia, Europe, Australia, Korea, Singapore, Thailand, Indonesia, Malaysia, India, China
2.	Beacons, Speakers	
3.	Cable for PAGA system	
4.	VHF Portable	
5.	LAN Base Switch	
6.	IP Phone	
7.	Junction Box, Cabinet	
8.	Ethernet cable, Fiber cable	

5.2. RECOMMENDED MANUFACTURER/VENDORS LIST:

No.	Equipment	Level I	Level II
1.	Main equipment of PAGA System, Paging Station, Amplifier station	Gaitronics/ Zenitel/ TOA	Gaitronics, Zenitel, TOA, Industronics, Federal Signal
2.	Beacons, speakers	MEDC / Eaton/ Ex-Tech/ DNH/ Gaitronics	Fernsig, E2S
3.	Cables for PAGA system	Draka/ General cable/ Lapp Kabel/ LS cable/ TMC/ Untel	Teldor/ Cables International (Jebsen & Jessen)
4.	Junction Box, Cabinet	Bartec/ Technor Italsmea/ Weidmuller/ Cortem/ Cooper Crouse-hinds (Eaton)/ Killark/ Rittal /Hawke/ Rose	Abtech/ Appleton(Emerson)/ Hoffman/ Rittal/ Phoenix contact/ Legrand
5.	LAN Base Switch	Cicso/ HP/ Allied Telesis/ Juniper/ Fortinet	Corning Connectors/ Panduit Networking/ Hirschman/ Allied Telesis/ Anixter/ Moxa/



	BK26 WHP AND CONNECTION TO MSP8 PROJECT TECHNICAL REQUIREMENT FOR PAGA SYSTEM AND COMMUNICATION DEVICES FOR BK26 WHP	DOC. NO.	ITC-BK26-TR-001
		REV.	0
		Page 16 of 20	

			Forcepoint/ Fortinet/ Forvepoint/ Planet Technology Corp
6.	IP Phone	AVAYA/ NEC/ Cisco	Alcatel/ Ericsson/ Mitel/ Nortel/ Siemens/ Cisco
7.	Network Cabling system/ Fiber Optic/	Belden/ Caledonian/ Alantek/ SEC	Anixter/ Cables International/ Draka/ Prysmian (ex Pirelli)/ Cables International/ Jinro Industries/ Prysmian (ex Pirelli)/ Rockbestos Sylvia/ AmerCables/ Systimax / Nek Kabel AS
8.	VHF-FM	Vertex/ Motorola/ Icom/ Cobham/ Furuno/ Entel	Sailor/ TAIT/ Radio Holland

6. TIME AND LOCATION OF DELIVERY

- Delivery time of GOODS, including vendor data review, packing/handling, shipping, transportation, delivery,...time shall be not later than **150 calendar days** after issue of Letter of Intent (LOI).
- Place of receiving and returning warranty goods:
VSP warehouse, No.67, 30/4 street, Rach Dua Ward, Ho Chi Minh city

7. QUANTITY AND PACKAGING OF GOODS


Goods shall be provided into two (02) groups, Bidder can offer each group or all 02 groups but Bidder must offer enough quantity of all items in each group, partial offer for each group is not accepted.

Detail of each group is as below:

- A. Group 1 “PAGA system” includes:
 - Equipment listed in Item 1 to 15 in list of goods.
- B. Group 2 “Communication Devices” includes:
 - Equipment listed in Item 16 to 26 in list off goods.

The goods shall be packaged and transported in accordance with the manufacturer’s standards.



	BK26 WHP AND CONNECTION TO MSP8 PROJECT TECHNICAL REQUIREMENT FOR PAGA SYSTEM AND COMMUNICATION DEVICES FOR BK26 WHP	DOC. NO.	ITC-BK26-TR-001
		REV.	0
		Page 17 of 20	

8. DOCUMENT REQUIREMENT

8.1. TECHNICAL PROPOSAL REQUIREMENT (IN BIDDING PHASE)

BIDDER is requested to submit a complete of Technical Documentations as a part of its bid document and the minimum requirements as below:

Group 1: PAGA system

- Scope of work/Service.
- Information required with the bid proposal as in MSP8.BK26-002-GE-CS2-SP-001_0_SPECIFICATION FOR PAGA

Group 2: Communication Devices

- Scope of work.
- Information required with the bid proposal as in MSP8.BK26-002-GE-CS2-SP-002_0_SPECIFICATION FOR TELECOMMUNICATIONT.

All documents and drawings in tender proposal shall be provided with: one (1) original and three (03) copies and one (1) set of electronic copies on USB.

8.2. TECHNICAL DOCUMENT REQUIREMENT (UPON DELIVERY)

Bidder shall be full responsibility to submit for Vendor data requirement list (VDRL) to Company for review and approval.


Final document: Bidder shall be provided with: one (1) original hardcopy, three (3) hardcopies and one (1) set of electronic copy on USB.

Bidder shall provide the native file of all documents and all programming/software sources (if applicable).

9. REQUIREMENTS FOR CERTIFICATES OF THE GOODS


All relevant certificates must be confirmed or committed to provide and to be submitted before delivery, but not limited to:



	BK26 WHP AND CONNECTION TO MSP8 PROJECT		DOC. NO.	ITC-BK26-TR-001
	TECHNICAL REQUIREMENT		REV.	0
	FOR PAGA SYSTEM AND COMMUNICATION DEVICES FOR BK26 WHP		Page 18 of 20	

No	Equipment	Certificate of Origin issued by Chamber of Commerce of Manufacturer's Country or Exporter Country	Certification of Quality and Quantity issued by Manufacturer	Ingress Protection and Explosion Protection certificate	FAT report/ Test Report issued by Manufacturer	Conformity certificates issue by recognized certifying agency (such as VR, BV, DNV, Lloyd's Register, ABS, UL,...) stated that system/ equipment suitable for offshore platform installation	License Certificate (The copyright to use the Vendor's Software) for all of the software provided (if any).	Warranty certificate
1	Main equipment of PAGA System	Original (Hard copy/ Electronic)	Original (Hard copy/ Electronic)	Not Required	Original (Hard copy/ Electronic)	Original (Hard copy/ Electronic)	Original (Hard copy/ Electronic)	Original
2	Paging Station, Speaker Station, Beacons, speakers	Original (Hard copy/ Electronic)	Original (Hard copy/ Electronic)	Original (Hard copy/ Electronic)/ True Copy	Original (Hard copy/ Electronic)	Original (Hard copy/ Electronic)	Not Required	Original
3	Cables for PAGA system	Original (Hard copy/ Electronic)/ True Copy	Original (Hard copy/ Electronic)/ True Copy	Not Required	Original (Hard copy/ Electronic)	Not Required	Not Required	Original
4	Junction Box, Cabinet	Original (Hard copy/ Electronic)/ True Copy	Original (Hard copy/ Electronic)/ True Copy	Original (Hard copy/ Electronic)/ True Copy	Not Required	Not Required	Not Required	Original




	BK26 WHP AND CONNECTION TO MSP8 PROJECT					DOC. NO.	ITC-BK26-TR-001
	TECHNICAL REQUIREMENT					REV.	0
	FOR PAGA SYSTEM AND COMMUNICATION DEVICES FOR BK26 WHP					Page 19 of 20	

5	LAN Base Switch	Original (Hard copy/ Electronic)/ True Copy	Original (Hard copy/ Electronic)/ True Copy	Not Required	Not Required	Not Required	Original (Hard copy/ Electronic)	Original
6	IP Phone	Original (Hard copy/ Electronic)/ True Copy	Original (Hard copy/ Electronic)/ True Copy	Not Required	Not Required	Not Required	Not Required	Original
7	Network Cabling system, Fiber Optic	Original (Hard copy/ Electronic)/ True Copy	Original (Hard copy/ Electronic)/ True Copy	Not Required	Not Required	Not Required	Not Required	Original
8	VHF-FM	Original (Hard copy/ Electronic)/ True Copy	Original (Hard copy/ Electronic)/ True Copy	Not Required	Not Required	Not Required	Not Required	Original

Note:

- Certificate required for main unit of device (not required with connection modules and accessories).
- True copy: a copy certified by a competent authority or unit / Importers / Distributor / Manufacturer's representative office.



	BK26 WHP AND CONNECTION TO MSP8 PROJECT TECHNICAL REQUIREMENT FOR PAGA SYSTEM AND COMMUNICATION DEVICES FOR BK26 WHP	DOC. NO.	ITC-BK26-TR-001
		REV.	0
		Page 20 of 20	

10. EVALUATION METHOD

Technical proposals will be evaluated in each groups according to the attached Technical Evaluation Criteria Table.

11. APPENDICES

Appendix 1: TECHNICAL DOCUMENTS

Note: All document and drawing in the Appendix 1 is preliminary engineering design and will be updated during bidding stage.

All detail engineering design document and drawing (PAGA system & Communication Devices) is VENDOR's scope.





BK26 WHP AND CONNECTION TO MSP8 PROJECT
APPENDIX 1
TECHNICAL DOCUMENTS PAGA SYSTEM AND
COMMUNICATION DEVICES FOR BK26 WHP

DOC.

ITC-BK26-TR-002

REV

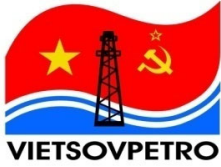
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Page 1 of 1

No.	Document No.	Description	Revision	Remark
I. PURCHASE REQUISITION				
1	MSP8.BK26-002-GE-CS2-RQ-001	PURCHASE REQUISITION FOR PAGA AND COMMUNICATION DEVICES	0	
I. SPECIFICATION				
1	MSP8.BK26-002-GE-CS2-SP-001	SPECIFICATION FOR PAGA	0	
2	MSP8.BK26-002-GE-CS2-SP-002	SPECIFICATION FOR TELECOMMUNICATION	0	
3	MSP8.BK26-002-GE-CS2-DB-001	COMMUNICATION BASIC DESIGN	0	
II. DATASHEET				
1	MSP8.BK26-002-GE-CS2-DS-001	SPEAKER DATASHEETS	0	
2	MSP8.BK26-002-GE-CS2-DS-002	BEACON DATASHEETS	0	
3	MSP8.BK26-002-GE-CS2-DS-003	PAGING STATION DATASHEETS	0	
4	MSP8.BK26-002-GE-CS2-DS-004	TELEPHONE DATASHEET	0	
5	MSP8.BK26-002-GE-CS2-DS-005	JUNCTION BOXS DATASHEETS	0	
III. DRAWING				
1	MSP8.BK26-002-GE-CS2-DW-001	TELECOM & PAGA OVERALL BLOCK DIAGRAM	0	

NOTE: All document and drawing in appendix 1 is preliminary engineering design and will be updated during bidding stage. All detail engineering design document and drawing is VENDOR's scope.





**RESEARCH AND ENGINEERING INSTITUTE
FOR OFFSHORE OIL AND GAS**



PROJECT NAME : BK26 WHP AND CONNECTION TO MSP8

**DOCUMENT TITLE : PURCHASE REQUISITION FOR PAGA AND
COMMUNICATION DEVICE**

DOCUMENT NO. : MSP8.BK26-002-GE-CS2-RQ-001

PHASE : DETAILED ENGINEERING

Applied Document			Rev.	0	
0	IFA	11.04.25			
REV.	DES.	DATE	PREPARED: N.Q.NAM	CHECKED: N.Q.NAM	DEPT.MGR: GEN

CONTROLLED

DC: V.T.MO

ENG.MGR: N.N. TIEP

PRO. MGR: T.D.HAI





BK26 WHP AND CONNECTION TO MSP8
**PURCHASE REQUISITION FOR PAGA AND
COMMUNICATION DEVICE**

**MSP8.BK26-002-GE-CS2-RQ-
001**

Rev. 0 Page 3 of 11

ITEM No	DESCRIPTION	TAG No.	UNIT	QTY.	REMARK
I.	PAGA SYSTEM				
1.	EXTENSION TELECOM / PAGA SYSTEM ON BK26: C/w Cabinet: 600x600x1200mm (VTA), rack 19" front door only c/w at least 1kVA Automatic power transfer switch for dual power supply. C/w mounting rail, termination blocks and accessories.	BK26-TEL/PA-01	lot	01	NOTE 4
1.1	BEACON EXTENSION CONTROLLING & MONITORING, include but not limited: ❖ Beacon Control (At least 06 sets of relays for Beacons Control): - 35 mm rail mount - Coil voltage: 110-120VAC - Durability: 5,000,000 operations - Contacts: min 2NO & 2NC - Rated current/Maximum peak current: 10A - Rated voltage / Maximum switching voltage: 220VAC - Complete set shall be 19" Rack Mounted, ❖ Status LEDs mounted on front door for input/output beacon signals (at least 3 input & 6 outputs), ❖ Pushbuttons set test and active signal. C/w mounting rail, termination blocks and accessories.		lot	01	
1.2	SPEAKER & PAGING STATION EXTENSION, include but not limited: - Power supply for BK26 speakers and stations, - Extending devices for interface with MSP8 PAGA system (include controller for redundant concept).		lot	01	
1.3	Interconnection System cable - Cables connect between existing and extended cabinets shall be according to following standard: ▪ Offshore cable (IEC 60092 - 350 and IEC 60092-360). ▪ Flame retardant (IEC 60332-3A). ▪ Fire resistant (IEC-60331). ▪ Halogens free (IEC 60754-1, 2). ▪ Smoke density (IEC61034-1, 2).		m	300	





BK26 WHP AND CONNECTION TO MSP8
**PURCHASE REQUISITION FOR PAGA AND
COMMUNICATION DEVICE**

**MSP8.BK26-002-GE-CS2-RQ-
001**

Rev. 0 Page 4 of 11

ITEM No	DESCRIPTION	TAG No.	UNIT	QTY.	REMARK
2.	MODIFICATION OF PAGA ON MSP8, include but not limited: <ul style="list-style-type: none">- Extending and interfacing devices for integrated new PAGA sub-system on BK26.- Devices for modification existing MSP8 PAGA cabinet for redundant operation.- C/w mounting rail, relays, termination blocks and accessories.		lot	01	
3.	PAGING STATION: <ul style="list-style-type: none">- Provides paging announcements over PAGA system speakers.- Provides Single Intercom/ party line full duplex communication. <u>Speaker Amplifier:</u> <ul style="list-style-type: none">- Power input: 220VAC nominal, 50/60 Hz;- Amplifier class D, output ~30W;- Frequency response 250–6,000 Hz (±5%); <u>Handset with amplifier:</u> <ul style="list-style-type: none">- Microphone: Dynamic, noise-canceling.- Material: ABS- Frequency response: 250-6,000 Hz- Controls: Microphone gain, receiver volume and sidetone; <u>Enclosure:</u> <ul style="list-style-type: none">- Material: GRP Include stainless steel nameplate, cable glands (Alloy "Cu-Ni", IP56, Locknut, Washer) and accessories for installation. <i>(Paging station shall be compatible with Gai Tronics Page/party system).</i>				Refer MSP8.BK26-002-GE-CS2-DS-003 NOTE 3
3.1	HAZARDOUS PAGING STATION: <ul style="list-style-type: none">- Explosion proof ExdIIAT3 Zone 2, min IP56.- Include acoustic hood	PA2-HAS-01/..05	set	05	
3.2	INDOOR PAGING STATION: <ul style="list-style-type: none">- Safe zone	PA2-HAS-06	set	01	
4.	AMPLIFIER STATION <u>Speaker Amplifier:</u> <ul style="list-style-type: none">- Power input 220VAC nominal, 50/60 Hz;- Frequency response 250–4,000 Hz (±5%);				Refer MSP8.BK26-002-GE-CS2-DS-001





BK26 WHP AND CONNECTION TO MSP8
**PURCHASE REQUISITION FOR PAGA AND
COMMUNICATION DEVICE**

**MSP8.BK26-002-GE-CS2-RQ-
001**

Rev. 0 Page 5 of 11

ITEM No	DESCRIPTION	TAG No.	UNIT	QTY.	REMARK
	<u>Enclosure:</u> - Material: GRP - Include stainless steel nameplate, cable glands (Alloy "Cu-Ni", IP56, Locknut, Washer) and accessories for installation. Speaker and enclosure shall be c/w wall mounting support and accessories for installation. (Speaker station shall be compatible with Gai Tronics Page/party system).				NOTE 3
4.1	Hazardous speaker station – Zone 2: - Explosion proof ExdIIAT3 Zone 2 , min IP56. - Amplifier output min 25W;	PA2- AM-XX	set	06	
4.2	Hazardous speaker station – Zone 1: - Explosion proof ExdIIAT3 Zone 1 , min IP56. - Amplifier output min 25W;	PA2- AM-XX	set	03	1 For Jack-up
5.	OUTDOOR / HAZARDOUS SPEAKER - Speaker type: 8-ohm impedance; - Frequency range: ~370 - 8000Hz (±5%); - SPL 118dB SPL at 25W at 1 meter. - Material: Corrosion-free GRP with stainless steel bracket for high resistance to humidity and salt spray. - Include stainless steel nameplate, - 2x1/2" NPT cable entries.				Refer MSP8.BK26-002-GE-CS2-DS-001 NOTE 3
5.1	Hazardous speaker – Zone 2 - Explosion proof Exd IIAT3 Class I Zone 2 , IP56. - Rated power: 25W;	PA2-SP-XX	set	10	
5.2	Hazardous speaker – Zone 1 - Explosion proof Exd IIAT3 Class I Zone 1 , IP56. - Rated power: 25W;	PA2-SP-XX	set	03	1 For Jack-up
6.	Indoor speaker: - Speaker type: 8-ohm impedance; - Rated power: 6W. - Indoor ceiling/wall mounted speaker, at least IP22.	PA2-SP-XX	set	03	NOTE 3





BK26 WHP AND CONNECTION TO MSP8
**PURCHASE REQUISITION FOR PAGA AND
COMMUNICATION DEVICE**

**MSP8.BK26-002-GE-CS2-RQ-
001**

Rev. 0 Page 6 of 11

ITEM No	DESCRIPTION	TAG No.	UNIT	QTY.	REMARK
	<ul style="list-style-type: none">- Material: ABS with steel bracket.- Max SPL ~97dB at 6W at 1 meter.- Freq. range: ~120 - 12000Hz.- Include stainless steel nameplate,- 1x1/2" NPT cable entries.				
7.	Hazardous 3-COLOR BEACON <ul style="list-style-type: none">- Three color beacons (blue/red/yellow);- Enclosure: GRP, min IP56.- Lamp Types: Xenon/LED 15 joules as minimum.- Flashing Frequency ~60 fpm.- Xeon Voltages: 220VAC.- Include stainless steel nameplate, 2 x M25 cable gland (Alloy "Cu-Ni", IP66, Locknut, Washer) and accessories for installation.- Complete with junction box (if any) to compatible with 4Cx2.5mm2 cable and loop wiring.				Refer MSP8.BK26-002-GE-CS2-DS-002 NOTE 3
7.1	Hazardous 3-color beacon - Zone 2: <ul style="list-style-type: none">- Explosion proof ExdIIAT3, Zone 2.	PA2-SL-XX	set	04	
7.2	Hazardous 3-color beacon - Zone 1: <ul style="list-style-type: none">- Explosion proof ExdIIAT3, Zone 1.	PA2-SL-XX	set	03	1 For Jack-up
8.	Indoor 3-COLOR BEACON <ul style="list-style-type: none">- Three color beacons (blue/red/yellow);- Enclosure: GRP, min IP44.- Lamp Types: LED 180cd as minimum.- Flashing Frequency ~60 fpm.- Voltages: 220VAC.- Include stainless steel nameplate, M25 cable gland (Alloy "Cu-Ni", IP44, Locknut, Washer) and accessories for installation.- Complete with junction box (if any) to compatible with 4Cx2.5mm2 cable and loop wiring.	PA2-SL-01	set	01	Refer MSP8.BK26-002-GE-CS2-DS-001 NOTE 3
9.	Junction box for Jack-Up Rig connection: All SS316, EEx-e IIA T3, minimum IP56; Suitable for marine, tropical condition; - C/w followings: 1. Grounding bar and earthing screw;	BK26-PA2-JB.DR-01	set	01	Refer MSP8.BK26-002-GE-CS2-DS-005 NOTE 3





BK26 WHP AND CONNECTION TO MSP8
**PURCHASE REQUISITION FOR PAGA AND
COMMUNICATION DEVICE**

**MSP8.BK26-002-GE-CS2-RQ-
001**

Rev. 0 Page 7 of 11

ITEM No	DESCRIPTION	TAG No.	UNIT	QTY.	REMARK
	2. SS316 nameplate; 316 SS gland plate; 3. A set of SS316 mounting bracket/ screws/ washes/ nuts; 4. 30 terminals 1.5 mm2; 5. 40 terminals 2.5 mm2; 6. 10 holes (NOT on topside) c/w 09 sets of Exd brass fully nickel plated plugged and cable glands 2xM20 , 7xM25, 1 M20 brass plug, washes, lock nuts, earth lugs for 11- 14mm & 13-20mm OD SWB cable entry;				
10.	PAGA CABLING				
10.1	SPEAKER CABLE - Cables shall be according to following standard: <ul style="list-style-type: none">▪ Cable structure (IEC 60092 - 375).▪ Flame retardant (IEC 60332-3A).▪ Fire resistant (IEC-60331).▪ Halogens free (IEC 60754-1, 2).▪ Smoke density (IEC61034-1, 2). - Conductor: stranded tinned copper, 1.5mm2. - Core insulation : EPR ethylene propylene rubber or equivalent; - Inner sheath : halogen free thermoset compound; - Amour : tinned copper wire braid ; - Outer sheath : halogen free SHF-mud thermoset compound; - Size as below: - 1P x 1.5mm2		m	400	NOTE 3
10.2	SYSTEM CABLE for handset & amplifier stations: - Cables shall be according to following standard: <ul style="list-style-type: none">▪ Offshore cable (IEC 60092 - 350 and IEC 60092-360).▪ Flame retardant (IEC 60332-3A).▪ Fire resistant (IEC-60331).▪ Halogens free (IEC 60754-1, 2).▪ Smoke density (IEC61034-1, 2). - 8 cores construction include: <ul style="list-style-type: none">▪ 2Cx 14 AWG for power,▪ 1C 14 AWG for ground,▪ 1P x 18 AWG for the page line,		m	1000	NOTE 3





BK26 WHP AND CONNECTION TO MSP8
PURCHASE REQUISITION FOR PAGA AND
COMMUNICATION DEVICE

MSP8.BK26-002-GE-CS2-RQ-001

Rev. 0 Page 8 of 11

ITEM No	DESCRIPTION	TAG No.	UNIT	QTY.	REMARK
	<ul style="list-style-type: none"> ▪ 1P x 18 AWG for the party line, ▪ 1C x 18 AWG control conductor. <p>- Core insulation : EPR ethylene propylene rubber or equivalent;</p> <p>- Inner sheath : halogen free thermoset compound;</p> <p>- Amour : tinned copper wire braid ;</p> <p>- Outer sheath : halogen free SHF-mud thermoset compound;</p> <p><i>Compatible with Gai Tronics 60038 system cable for single line party/paging system complete with power and communication conductors c/w individual & overall shield.</i></p> <p><i>Other twist pairs cable construction can be provided in Tender for review/approval.</i></p>				
10.3	<p>STATUS LIGHT/BEACON CABLE:</p> <p>- Cables shall be according to following standard:</p> <ul style="list-style-type: none"> ▪ Cable structure (IEC 60092 - 353). ▪ Flame retardant (IEC 60332-3A). ▪ Fire resistant (IEC-60331). ▪ Halogens free (IEC 60754-1, 2). ▪ Smoke density (IEC61034-1, 2). <p>- Conductor: stranded tinned copper,</p> <p>- Core insulation : EPR ethylene propylene rubber or equivalent;</p> <p>- Inner sheath : halogen free thermoset compound;</p> <p>- Amour : tinned copper wire braid ;</p> <p>- Outer sheath : halogen free SHF-mud thermoset compound;</p> <p>- Size as below:</p> <p style="text-align: center;">- 4C x 2.5mm2</p>		m	600	NOTE 4
II.	NETWORK DEVICES				Note 4
1.	<p>LAN base switch, 19" rack mount.</p> <ul style="list-style-type: none"> - Min 16 x 10/100/1000 Mbps Ethernet ports. - 2 x 1000BASE-T uplink ports connection, - C/w compatible patch panels for terminations. - C/w power supply 220VAC adapter. 		set	01	NOTE 3, 6.
2.	Fiber optical patch panel & converters				





BK26 WHP AND CONNECTION TO MSP8
**PURCHASE REQUISITION FOR PAGA AND
 COMMUNICATION DEVICE**

MSP8.BK26-002-GE-CS2-RQ-001

Rev. 0 Page 9 of 11

ITEM No	DESCRIPTION	TAG No.	UNIT	QTY.	REMARK
2.1	Fiber optical patch panel, 19" rack mount, for at least 8 FO cores, c/w installation accessories, connectors, 4 LC-SC FO patch cords etc... for completing fiber connecting.		set	01	NOTE 3, 6.
2.2	Fiber optical patch panel, wall mount IP56, for at least 8 FO cores, c/w installation accessories, DIN rail for converter, connectors, 4 LC-SC FO patch cords etc... for completing fiber connecting.		set	01	
2.3	Media converters from fiber optical to Gigabit Ethernet c/w RJ45 & SC/LC connectors, SFP module (if any) for Single mode fiber cores. C/w power supply 220VAC adapter. - 2 cores SM FO to 1000BASE-T RJ45		set	06	NOTE 3, 6.
3.	IP Phone & accessories				NOTE 3, 6.
3.1	IP Phone - Cisco Call Manager / Avaya communication Manager compatible, Gig Ethernet; - C/w power supply 220VAC adapter.		set	01	Refer MSP8.BK26-002-GE-CS2-DS-004
3.2	Accessories - RJ45 sockets: - Compatible with all CAT 6 cable type, - ISO/IEC 11801:2002 compliance, - Accepts solid wire from 22 to 24AWG, - C/w dual socket mounting box, - C/w screw and accessories for wall mounting.		set	05	
3.3	Accessories - RJ45 plug/connector: - Compatible with all CAT 6 cable type, - 8P8C RJ-45 Connector type, - Applications standard TIA/EIA-568-2-D - Material/finish housing: Polycarbonate, - UL flammability rating UL94V-2		set	100	
4.	NETWORK CABLING SYSTEM				
4.1	Ethernet indoor CAT6 cable: - Ethernet CAT6 UTP cable as per ISO/IEC 11801/ TIA-568-C / IEC 61156-5. - Power over Ethernet compatible as per IEEE 802.3at; - Cables shall be according to following standard:		m	300	NOTE 3, 6.





BK26 WHP AND CONNECTION TO MSP8
**PURCHASE REQUISITION FOR PAGA AND
COMMUNICATION DEVICE**

**MSP8.BK26-002-GE-CS2-RQ-
001**

Rev. 0 Page 10 of 11

ITEM No	DESCRIPTION	TAG No.	UNIT	QTY.	REMARK
	<ul style="list-style-type: none">Flame retardant (IEC 60332-3A).Halogens free (IEC 60754-1, 2).Low smoke density (IEC61034-1, 2). - Conductor: Solid Conductor 23AWG.				
4.2	Ethernet outdoor CAT6 cable: <u>Ethernet CAT6 S/FTP cables shall comply:</u> <ul style="list-style-type: none">Standards:<ul style="list-style-type: none">Comply as per ISO/IEC 11801/ TIA-568-C / IEC 61156-5.Offshore cable (IEC 60092 - 350 and IEC 60092-360)Flame retardant to IEC-60332-3A.Halogen free to IEC-60754-1, 2.Smoke density to IEC-61034-1, 2.Power over Ethernet (PoE / PoE+) compatible.RJ45 connector/socket compatibilityConductor: Solid conductor 23AWG or better.Individual foil and overall copper braid shieldsBedding- halogen free compoundArmour- tinned copper wire braid.Outer jacket: SHF Halogen-free compound. <i>Certification for offshore installation.</i>		m	300	NOTE 3, 6.
4.3	Fiber Optical topside cable: Armoured, Single mode Fiber Optic Cable as per SM 9/125, Mica Wrapped Loose Tube, steel strength member, LSHF inner sheath, GSWB – Galvanized steel wire braid, oil resistance outer sheath (LSHF-SWB-SHF-mud). -Cables shall be according to following standard: <ul style="list-style-type: none">Fire Resistance (IEC 60331),Flame retardant (IEC 60332-3A),Halogens free (IEC 60754-1, 2),Smoke density (IEC61034-1, 2). - Color: Black - At least 04 cores fiber optical	C6 cable	m	400	NOTE 3, 6.





BK26 WHP AND CONNECTION TO MSP8
PURCHASE REQUISITION FOR PAGA AND
COMMUNICATION DEVICE

MSP8.BK26-002-GE-CS2-RQ-001

Rev. 0 Page 11 of 11

ITEM No	DESCRIPTION	TAG No.	UNIT	QTY.	REMARK
III.	RADIO DEVICES				
1.	VHF-FM MARINE PORTABLE: - Portable VHF-FM marine radio, explosion protection ExIIBT5, IP67; - Operate in 156 - 174 MHz frequency band; - C/w helical antennas, leather carrying case with belt, single insert charger and IS remote microphone/headset and rechargeable IS Nickel-Metal Hydride batteries spare.	RA-VHF-01 RA-VHF-02	set	02	

NOTES:

- Calculations, catalogue, detailed specifications, certifications, etc. shall have to be submitted in Tender's proposal for review.
- Each electrical connection shall be c/w "Ex d" certified nickel-plated brass cable gland with suitable size.
- Description shows only general information. This Purchase Requisition shall be read in conjunction with DATA SHEETS & Block Diagram:

MSP8.BK26-002-GE-CS2-DS-001	SPEAKER DATASHEETS
MSP8.BK26-002-GE-CS2-DS-002	BEACON DATASHEETS
MSP8.BK26-002-GE-CS2-DS-003	Paging Station Datasheets
MSP8.BK26-002-GE-CS2-DS-004	TELEPHONE DATASHEET
MSP8.BK26-002-GE-CS2-DS-005	PAGA JUNCTION BOXES DATASHEET
MSP8.BK26-002-GE-CS2-DW-001	Telecom & PAGA Overall Block Diagram
- Refer further systematic information in:

MSP8.BK26-002-GE-CS2-DW-001	Telecom & PAGA Overall Block Diagram
MSP8.BK26-002-GE-CS2-DB-001	COMMUNICATION BASIC DESIGN
MSP8.BK26-002-GE-CS2-SP-001	SPECIFICATION FOR PAGA
MSP8.BK26-002-GE-CS2-SP-002	SPECIFICATION FOR TELECOMMUNICATION
- Relation of MSP8-BK26PAGA extension system in **Section I**, vendor shall also brokedown prices in Tender proposal for the following scope of works:
 - Design, Engineering, system configuration MSP8-BK26PAGA system.**
 - Engineering, system re-configuration MSP8-BK26PAGA devices/system.**
 - Certifications.**
 - Installation supervision, commissioning support and training.**
 Refer MSP8.BK26-002-GE-CS2-SP-001 SPECIFICATION FOR PAGA for detail requirements.
- Relation of BK network extension system in **Section II** Vendor shall also brokedown prices in Tender proposal for the following scope of works:
 - MSP8 Network System configuration for Switch & IP Phone.
 - Installation supervision, commissioning support and training.





**RESEARCH AND ENGINEERING INSTITUTE
FOR OFFSHORE OIL AND GAS**



PROJECT NAME : BK26 WHP AND CONNECTION TO MSP8

DOCUMENT TITLE : SPECIFICATION FOR PAGA

DOCUMENT NO. : MSP8.BK26-002-GE-CS2-SP-001

PHASE : DETAILED ENGINEERING

			CONTROLLED		
			DC: V.T.MO	ENG.MGR: N.N. TIEP	PRO. MGR: T.D.HAI
0	IFA	30.06.25			
REV.	DES.	DATE	PREPARED: N.Q.NAM	CHECKED: N.Q.NAM	DEPT.MGR: GEN





TABLE OF CONTENTS

1. INTRODUCTION	4
2. ABBREVIATIONS	6
3. REFERENCE DRAWINGS / DOCUMENTS	7
4. ENGINEERING DESIGN DATA	10
5. SCOPE OF WORK & SCOPE OF SUPPLY	10
6. TECHNICAL SPECIFICATION.....	13
6.1. GENERAL SPECIFICATION	13
6.2. PUBLIC ADDRESS AND GENERAL ALARM (PA/GA) SYSTEM	13
6.2.1. SYSTEM ARCHITECTURE AND DESIGN:	13
6.2.2. PA/GA ALARMS	14
6.2.3. PA/GA PAGING AND ANNOUNCEMENTS.....	16
6.2.4. PA/GA ZONES	16
6.2.5. GENERAL PA/GA FEATURES	16
6.2.6. PUBLIC ADDRESS FUNCTIONALITY	16
6.2.7. COMMUNICATION FUNCTIONS	18
6.2.8. MONITORING FUNCTIONS	18
6.2.9. PA/GA FIELD DEVICES.....	18
6.3. INTERFACES.....	19
6.4. PA/GA CABINET	20
6.5. CABLE	20
6.6. JUNCTION BOX, TERMINATION, CABLE GLAND and ACCESSORIES	21
6.7. HAZARDOUS AREA	21
7. ELECTRICAL REQUIREMENTS	21
8. SPARE PARTS AND SPECIAL TOOLS	21
9. DOCUMENTATIONS.....	22
10. PACKING AND SHIPPING	24
11. PERFORMANCE GUARANTEE	24
12. QUALITY ASSURANCE	25
13. CERTIFICATION REQUIREMENTS	27





1. GENERAL

1.1. INTRODUCTION

BK-26 Wellhead Platform belongs to Vietsovpetro JV. It will be located in Block 09-1, White Tiger oil field, offshore the Socialist Republic of Vietnam.

BK-26 is connected with MSP-8 by a linking bridge. BK-26 is an unmanned platform with 09 slots (03 slots for spare) and will be remotely controlled from the platform MSP-8.

There will be 09 production wells on BK-26 (02 well will be converted into water injection well in the future as planned) and may be additional 03 wells in the future.

Based on the criterion of the need for production and maximize the return on investment, BK-26 will be considered to have the minimum facilities. The full well stream of BK-26 will be gathered together with the produced fluid of MSP-8 and transferred to CPP-3.

The scope of this project is detail engineering design for BK-26 WHP, Linking Bridge and MSP-8 modification.

Location of BK-26 and related platforms is shown in the figure 1 as below.

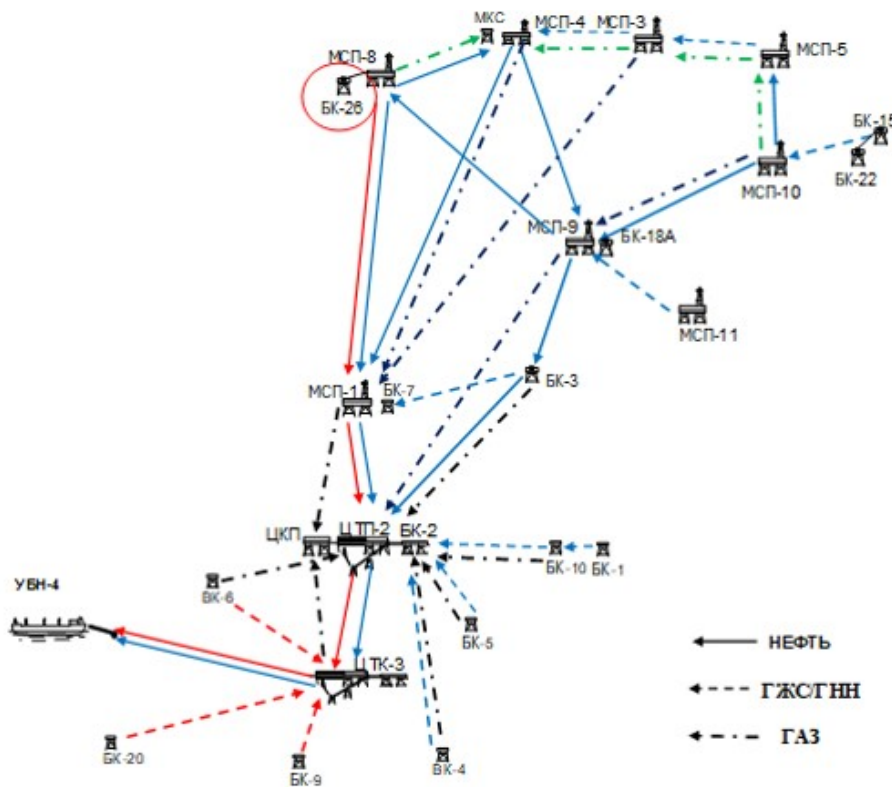



Figure 1: Location of BK-26 and related platforms

1.2. OBJECTIVES

This document defines requirements for an extended PAGA BK26 system which connected/ interfaced to an existing MSP8 PAGA system to become a complete Public Address & General Alarm (PAGA) system of MSP8-BK26 complex platform. Existing MSP8 PAGA system is a Gai-Tronics Page Party system, refer existing attached documents for more detail information.



	BK26 WHP AND CONNECTION TO MSP8 SPECIFICATION FOR PAGA	MSP8.BK26-002-GE-CS2-SP-001		
		Rev.	0	Page

The extended BK26 PAGA system can be a new complete system or only extended components which satisfy all requirements specified herein. The new PAGA on BK26 and the existing PAGA system on MSP8 shall be interfaced to become a unique system which completely followed this specification. These PAGA systems shall communicate internal network formed by system cable by Vendor via 40m bridge.

1.3. LANGUAGE

The English Language shall be used in all the project drawings, specifications, calculations, datasheets and reports. The English and Russian Languages could be used in the project communications, correspondences and progress reports.

The Russian, Vietnamese and/or English Languages should be accepted for Cost Estimate Document.

1.4. DEFINITION

PROJECT	BK26 WELLHEAD PLATFORM
COMPANY	VIETSOVPETRO JOINT VENTURE [VSP]
ENGINEERING CONTRACTOR	RESEARCH AND ENGINEERING INSTITUTE [REI]
CONTRACTOR	Party which carries out all or part of the design, engineering, procurement, construction and commissioning of the project
VENDOR (or SUPPLIER)	The person, group or organization responsible for the design, manufacture, testing and load-out/shipping, installing of the equipment
SUB-VENDOR	The person, group or organization who may be employed by the Vendor to provide services for the design, manufacture, testing and load-out/shipping, installing of the equipment or to provide materials, sub-components and sub-assemblies for incorporation in the equipment packages
THIRD PARTY	An Independent 3rd Party Certifying Authority appointed by Vendor approved by the Company for certifying specific equipment/equipment packages fabricated at Vendor's shop
INSPECTOR	Company appointed person, group or organization acting in behalf of the Company responsible for inspection and witness testing of equipment/ equipment packages at Vendor's shop
INDEPENDENT VERIFICATION SERVICES	Independent agency contracted by the Company to provide Classification/ Certification services to Field Development Project's facilities from design review to construction & commissioning (start up) in accordance with CA Rules & Regulations, applicable Codes, Standards & Regulations.
CERTIFYING AUTHORITY (CA)	Independent agency contracted by the Company to provide Classification/ Certification services to Field Development Project's facilities from design review to construction & commissioning (start up) in accordance with CA Rules & Regulations, applicable Codes, Standards & Vietnamese Register (VR) Regulations.
May	Indicates possible course of action.





Shall	Indicates mandatory requirements
Should	Indicates preferred course of action.

2. ABBREVIATIONS

Standard terms and abbreviations are used in this document. Listed below are the abbreviations that may be used here and in subsequent documents.

ABBREVIATION	DESCRIPTION
AC	Alternating Current
AFC	Approve For Construction
ANSI	American National Standards Institute
ATU	Automatic Tuning Unit
AV	Audio / Video
CCIR	Consultative Committee on International Radio
CCITT	Consultative Committee on International Telegraphy and Telephony
CCR	Central Control Room
CENELEC	European Committee for Electro-Technical Standardization
COSPAS	Cosmicheskaya Sistyema Poiska Avariynich Sudov – Russian for “Space System for the Search of Vessel in Distress” (operated by NADEZHDA)
CPP	Central Processing Platform
dB	Decibel
dBA	Decibels, weighted sound pressure level
dBm	Decibels relative to 1 mW
dBW	Decibels relative to 1 Watt
DC	Direct Current
DCS	Distributed Control System
DMR	Digital Microwave Radio
DSC	Digital Selective Calling
DSL	Digital Subscriber Line
DTMF	Dual Tone Multi Frequency
EIA	Electronics Industries Association
EMC	Electromagnetic Compatibility
EPIRB	Emergency Position Indicating Radio Beacon
ESD	Emergency Shutdown
FDP	Fixed Drilling Platform
FGS	Fire and Gas System
FM	Frequency Modulation
GMDSS	Global Maritime Distress and Safety System
HF	High Frequency
IAR	Integrated Access Router
ISR	Integrated Services Router
ICAO	International Civil Aviation Organization
IEC	International Electro-Technical Commission
IEEE	Institute of Electrical Electronics Engineers, USA
IMO	International Maritime Organization
INMARSAT	International Maritime Satellite
IS	Intrinsically Safe
ISO	International Organization for Standardization
ITU	International Telecommunication Union





ITU-R	International Telecommunication Union – Radio-communication, (formally CCIR)
ITU-T	International Telecommunication Union – Telecommunication Standardization, (formally CCITT)
kHz	kiloHertz
LAN	Local Area Network
LSZH	Low Smoke Zero Halogen
MCB	Miniature Circuit Breaker
MDR	Modular Drilling Rig
MF	Medium Frequency
MHz	MegaHertz
NAVTEX	Navigational Telex
NDB	Non Directional Beacon
OIM	Offshore Installation Manager
PA/GA	Public Address / General Alarm
PABX	Private Automatic Branch Exchange
PAPA	Prepare To Abandon Platform Alarm
PC	Personal Computer
PMP	Point Multi-Points
PSTN	Public-Switched Telephone Network
PTT	Push To Talk
PTP	Point To Point
RCU	Remote Control Unit
RF	Radio Frequency
SARSAT	Search And Rescue Satellite-Aided Tracking (operated by NOAA)
SART	Search and Rescue Radar Transponder
SI	Standards International
SINAD	Signal, Noise and Distortion
SOLAS	Safety Of Life At Sea
SSB	Single Side Band
TIA	Telecommunications Industry Association, closely affiliated with EIA for cabling standards
UHF	Ultra High Frequency
UKOOA	United Kingdom Offshore Operators Association
UPS	Uninterruptible Power Supply
VHF	Very High Frequency
VOX	Voice Operated
VLAN	Virtual Local Area Network
VSAT	Very Small Aperture Terminal
VSWR	Voltage Standing Wave Ratio
WAN	Wide Area Network

3. REFERENCE DRAWINGS / DOCUMENTS

This design basis document made references to Contract, Project Documents and the latest editions of codes, standards, specifications and regulations of local and international bodies.

REFERENCE DOCUMENTS

The project documents referred to are listed as followed:





BK26 WHP AND CONNECTION TO MSP8
SPECIFICATION FOR PAGA

MSP8.BK26-002-GE-CS2-SP-001

Rev. 0 Page 8 of 27

DRAWING/DOCUMENT NO.	TITLES
MSP8.BK26-002-GE-CS2-DW-001	Telecom & PAGA Overall Block Diagram
MSP8.BK26-002-GE-CS2-DB-001	COMMUNICATION BASIC DESIGN
MSP8.BK26-002-GE--IA2-PH-001	INSTRUMENTATION AND CONTROL PHILOSOPHY
MSP8.BK26-002-GE-IA2-DB-001	INSTRUMENT BASIS OF DESIGN
MSP8.BK26-002-GE-CS2-DS-001	SPEAKER DATASHEETS
MSP8.BK26-002-GE-CS2-DS-002	BEACON DATASHEETS
MSP8.BK26-002-GE-CS2-DS-003	PAGING STATION DATASHEETS
MSP8.BK26-002-GE-CS2-DS-005	PAGA JUNCTION BOX DATASHEET

REGULATIONS AND PRECEDENCE OF CODES AND STANDARDS

The communications system shall be designed in accordance with all engineering codes, international standards, rules, recommendations and regulatory standards to the specified requirements and performance. Local statutory regulations and purchase specifications should be consulted in conjunction with these specifications and where deemed necessary should override any methods described in this document, which is for guidance only.


The necessary Vietnam type-approval requirements for radio equipment and other related equipment shall be adhered to from the local authority prior to their provisioning.

Any conflict in interpretation among the specifications, drawings and/or datasheets shall be brought to COMPANY’s attention for clarification.

All equipment, system design and installation shall comply with the latest editions and revisions of the following codes and standards specified herein as a minimum.

CODE / STANDARD	DESCRIPTION
ANSI/TIA/EIA-568B	Commercial Building Telecommunications Cabling Standard
API RP 14FZ	Recommended Practice for Design and Installation of Electrical Systems for offshore Production Platforms
API RP 505	Recommended Practice for Classification of Locations for Electrical Installations at Petroleum Facilities Classified as Class 1, Zone 0, Zone 1 and Zone 2
DNVGL-OS-A101	Safety Principles and Arrangements
DNVGL-OS-D201	Electrical Installations.
DNVGL-OS-D202	Automation, Safety and Telecommunication Systems
GMDSS	Relevant Global Maritime Distress and Safety System Regulations
ICAO Annex 10	Aeronautical Telecommunications (International Civil Aviation Organization)
IEC 61892 series	Mobile and Fixed Offshore Units – Electrical Installation



	BK26 WHP AND CONNECTION TO MSP8 SPECIFICATION FOR PAGA	MSP8.BK26-002-GE-CS2-SP-001		
		Rev.	0	Page

IEC 61034	Low Smoke Emissions. Measurement of smoke density of cables burning under defined conditions - Part 2: Test procedure and requirements
IEC 60754	Zero Halogen Emissions. Test on gases evolved during combustion of materials from cables - Part 1: Determination of the amount of halogen acid gas
IEC 60079 series	Explosive Atmosphere
IEC 60529	Classification of Degree of Protection provided by enclosures (IP Code)
IEC 60092 series	Electrical Installation in Ships
IEC 60331	Tests on Electric Cables under Fire Conditions: Fire resistance Characteristic of Cable
IEC 60332	Tests on Electric Cables under Fire Conditions: Fire retardant Characteristic of Cable
IEC 61000 series	Electro Magnetic Compatibility (EMC)
IEC 60945	Maritime navigation and radio communication equipment and systems - General requirements – Methods of testing and required test results
IEC 60533	Electrical and electronic installations in ships – Electromagnetic compatibility
IMO MODU	The Code for the Construction and Equipment of Mobile Offshore Drilling Units (MODU Code).
ITU-R	Relevant ITU-R standards
ITU-T	Relevant ITU-T standards
NEK TS 606	Cables for offshore installations halogen-free and/or mud resistant Technical Specification
QCVN	Relevant QCVN (Vietnamese) standards
SOLAS	Relevant IMO Safety Of Life At Sea regulation
TCVN	Relevant TCVN (Vietnamese) standards
IEEE	Relevant IEEE Regulations for the Electrical and Electronic Equipment of Mobile and Offshore Installations

The following order of priority shall apply to the various documents, codes and standards mentioned in this specification:

- Standards, Rules and Regulations of Vietnam
- Purchase order and Purchase requisition;
- This Specification
- Project Drawings
- Project Specifications
- International Codes and Standards





- Manufacturer Standards

Compliance with the statutory requirements of the authorities of Vietnam shall be mandatory.

The codes and standards are applied for radio systems are specified above.

4. ENGINEERING DESIGN DATA

(Refer MSP8.BK26-002-GE-CS2-DB-001 COMMUNICATION BASIC DESIGN)

5. SCOPE OF WORK & SCOPE OF SUPPLY

5.1. CONTRACTOR'S SCOPE OF WORK AND RESPONSIBILITIES

Based on project documents & existing MSP8 PAGA system provided by COMPANY, the CONTRACTOR shall be responsible to develop the design, engineering, manufacturing, fabrication, integration, configuration/re-configuration, testing, calibration, delivery, installation supervision, commissioning support and training of the new BK26 components & existing MSP8 PAGA integrated system.

Single Point Responsibility

CONTRACTOR's responsibilities shall include the developed detailed design, system supply, factory testing, delivering to site, and commissioning support of the complete PAGA system and accessories in satisfactory operation in accordance with this specification and attachments.

This shall include provision for engineering, system configuration, all the materials consumables and equipment to complete the work.

CONTRACTOR shall also take full responsibility for licensing, custom clearance, certification, etc.

CONTRACTOR shall have single point responsibility for all aspects of the work. This shall include timely completion, liaison with the PURCHASER, liaison with any SUB-CONTRACTOR of specialized items, coordination of the work, performance guarantee and provision of a Where parts of the system are subcontracted and purchased by CONTRACTOR, these become part of CONTRACTOR'S package and it is CONTRACTOR responsibility to ensure that the complete package complies with all the relevant specifications.

The PAGA system supplied by the CONTRACTOR shall be in accordance with Scope of Supply specified in the specification and appendixes. The CONTRACTOR should draw upon his existing pre-engineered or standard designs to satisfy the functional requirements described herein and the appendixes. CONTRACTOR shall complete the sections and marked with compliance and non-compliance.

PAGA system shall also include other accessories. All materials and devices furnished shall meet the design and environmental conditions as stated in this specification and shall be new, free of defects and of the quality as specified herein. The CONTRACTOR shall ensure that PAGA system shall be reliable, accurate and designed to meet salt laden, offshore harsh and corrosive environment.

CONTRACTOR to note that the PAGA system and all accessories shall be supplied as complete unit and equipment to meet the functional and operational requirements specified herein and as per the referenced drawings. CONTRACTOR is expected to make optimum use of his standard production range and services to provide the functional requirements as stated in this specification. The supplied PAGA system shall be based on CONTRACTOR standard hardware and software (if any), avoiding any special or customized design for this particular installation.

CONTRACTOR shall provide quality guarantees/warranties for the PAGA system.

All parts/equipment of the system shall be new. No prototypes of any kind are permitted.





CONTRACTOR shall provide all necessary system software with legal license to use by the PURCHASER.

Engineering

Based on the documents and drawings provided, CONTRACTOR shall prepare the total engineering requirements, including proposed and supply hardware and software, as specified in the specification.

CONTRACTOR responsibility shall include checking the drawings provided by the PURCHASER and advising the PURCHASER of any omission or incorrect design, such that the complete system supplied and reconfigured will function reliably and provide trouble-free service throughout the life of the system.

CONTRACTOR shall submit the relevant detailed drawings and wiring diagrams for approval by the PURCHASER before proceeding with the work.

CONTRACTOR shall be responsible for detail engineering to meet requirements and get approval for PAGA system by Third Party International Inspection, Classification Society.

This specification and all relevant documents do not attempt to detail all CONTRACTOR supplied hardware, software or items of equipment that will be needed for the new proposed system to perform all the functions specified herein. The responsibility for ensuring that the modification be fully operational rests solely with the CONTRACTOR.

CONTRACTOR shall include Engineering, Manufacturing, Testing and Delivery Schedule in the bid document.

Any deviations from the requirements of this Specification, its appendices and the referenced Codes and Standards shall be specifically stated in the bid as consolidated list with reason for each deviation. Deviations referred elsewhere in the bid shall be considered invalid. If no list of deviation is attached, it shall be considered that Contractor confirms compliance to all requirements of the enquiry document.

Project Management and Services

CONTRACTOR shall be responsible to set up a proper project organization consisting of project manager, system engineer, technicians and services.

CONTRACTOR shall provide qualified technical experts for Field Supervision, Commissioning and start up assistance at offshore site. Contractor shall quote per diem rates.

A weekly work progress report shall be submitted to the PURCHASER indicating the percentage of work completed, portion of work currently in progress and highlighting any constraints that may exist.

CONTRACTOR responsibilities shall include but not limited to:

- ✓ Interfacing with the PURCHASER's engineering contractor and fabricators.
- ✓ Co-ordination of the design, engineering, configuration, manufacturing, assembly, testing.
- ✓ Co-ordination and interfacing with other system equipment MANUFACTURER/SUPPLIER.
- ✓ Progress control, including co-ordination of progress control meetings, progress reporting and critical path monitoring.
- ✓ Quality Control.

Successful Interface with Other Systems

CONTRACTOR shall perform a comprehensive system interface test to ensure all communication links and overall performance of the integrated systems meets the design intent as per PURCHASER's specification. In this event CONTRACTOR shall provide all necessary facilities and accessories including power supplies, cables, tools, calibrators, test kits etc. for all third party equipment such as to enable a successful Interface test. The cost arising from this test, including any modification shall be borne by CONTRACTOR.





Interfacing with ICSS for emergency signal are already connected in MSP8 system refer **section 6.3** for details. BK26 PAGA CONTRACTOR shall have responsibility to transfer these existing emergency signals from MSP8 PAGA to new BK26 PAGA. Relays or further accessories shall be provided by BK26 PAGA system.

Functional Design Specification (FDS)

To be provided by CONTRACTOR during bidding and FDS to be written by manufacture or Supplier. The FDS shall define in detail the equipment to be supplied, the layout of the system, a communications block diagram, cabinet layouts, power arrangements, calculations, PAGA system address and sound mapping study and any other information necessary to fully define the systems.

5.2. CONTRACTOR'S SCOPE OF SUPPLY

CONTRACTOR shall be responsible for providing, but not limited to, the following equipment/devices and all necessary materials, fittings ... for a complete integrated, satisfactorily operating of new BK26 & existing MSP8 integrated PAGA system:

- BK26 PAGA system: one (1) completed package includes cabinet/panel(s) on BK26, speakers, beacons, Junction boxes, paging/intercom stations, etc;
- MSP8 PAGA re-configure and interface complete package for integrating BK26 PAGA to MSP8 PAGA system.
- Loose materials and cables for hook-up and connection to pack separately;
- Spare part for startup and commissioning and two years of operation shall be quoted as optional c/w detailed price;
- Engineering documents, included AFC and "As-built" documentations;
- Certificates for MSP8-BK26 PAGA system issued by classification society;
- Test reports;
- Equipment, materials and fixing to fulfillment of commission and start-up activities;
- Installation, Maintenance & Operating Instructions;

Equipment/materials to be supplied by Contractor shall be brand new.

5.3. COMPANY'S SCOPE OF WORK

Company will perform the following:

- Review and approval of Contractor engineering documentations;
- Installation of equipment and cable tray/ladder, and connection of cables based on the CONTRACTOR documentation and under supervision of CONTRACTOR where necessary;
- Installation, termination and test of cables in accordance with CONTRACTOR details and instructions;
- Commissioning and start up whole complete MSP8-BK26 PAGA system with VENDOR's support;
- Supply steel support, cable tray/ladder, desk/console, accessories for cable and installation.





6. TECHNICAL SPECIFICATION

6.1. GENERAL SPECIFICATION

New BK26 PAGA system (complete system or extended components) shall be integrated to existing Gai-Tronics Page/Party MSP8 PAGA. BK26 PAGA system shall have ability to completely work with existing MSP8 PAGA system. In other words, MSP8-BK26 shall be a complete system with functions of existing MSP8 PAGA specified in this specification.

CONTRACTOR shall meet the general specifications concerning certification, ingress protection, equipment panels and cabinets, and other requirements described and specified in *Communication Basis of Design* document.

As a minimum, VENDOR shall ensure that specified explosion proof equipment/devices shall be conformed to IEC ingress protection (IP) and hazardous area classification protection standards from relevant IEC 60079 series.

The Public Address and General Alarm (PAGA) equipment to be installed in E&I on BK26 or Radio Room on MSP8 shall be able to operate with full load without any degradation under the worst ambient conditions (max. 50 °C) during air-conditioning (HVAC) failure.

All loud speakers, beacon/status lights, and other relevant outdoor PA/GA devices installations on BK26 must be specially designed, constructed and securely mounted to be operational during typhoons and to withstand salt-laden marine siliceous corrosive environment.

The CONTRACTOR shall have full knowledge of the environmental conditions of the BK26 platform. The CONTRACTOR shall take all necessary precautions to ensure that all equipment delivered in execution of this specification is suitable for transportation, storage and operation under the relevant environmental conditions of the area. Offshore operation shall imply a marine ambient during transportation, storage and exterior use.

6.2. PUBLIC ADDRESS AND GENERAL ALARM (PA/GA) SYSTEM

Public Address and General Alarm (PA/GA) system shall be provided for safety and operational needs on BK26 platform and be a part of integrated MSP8-BK26 PAGA system. It shall be used for providing routine and emergency announcements and broadcast of audible, visual alarms and intercom activity. PA/GA system shall alert personnel on the platform during emergencies such as Fire and Gas detection, Emergency Shutdown or Manual Activation Alarms.

The PA/GA shall be a robust system with multiple functions designed to be used in harsh industrial environment. The basic system's functions shall include:

- Public Address (PA)
- Warning & Alarming (PA/GA)
- Status monitoring.
- Intercom (two-way communication, group call, etc.)

MSP8-BK26 integrated PAGA system shall include:

6.2.1. SYSTEM ARCHITECTURE AND DESIGN:

PA/GA system is essential for the safety requirement of the personnel as well as for the smooth operations of the platform during manned mode. During this situation, the PA/GA system is used as an operational system for paging, and announcements of operational activities and personnel instructions. Configuration selection is priority for the system based on simple 2/4 wire digital communication for the transmission of voice, alarms and data.

The PA/GA system shall be suitably equipped for interfacing in minimum with PCS and SIS system. The interfaces to SIS shall enable FGS, ESD signals to be extended to PA/GA system to broadcast alarms inclusive enabling ABD activation signals. PAGA status signals shall be provide to PCS system to display on SCADA screen locally.





BK26 WHP AND CONNECTION TO MSP8
SPECIFICATION FOR PAGA

MSP8.BK26-002-GE-CS2-SP-001

Rev.	0	Page	14 of 27
------	---	------	----------

Alarm announcements and audible tones shall be able to be made from a variety of sources such as PA/GA stations. New PA/GA stations shall be installed in BK26 and works together with existing one in control room on MSP8.

The existing MSP8 PA/GA system is a distributed amplifier system with central Audio Messenger Interface (AMI) unit that is a tone/speech generator with inputs and outputs that will be tailored to broadcast tones/speech messages. The AMI is a self-contained unit and accepts dry contact signals from the SSD/FGS system and activates the respective alarm tone through the loud speakers and beacon using relays. One single-party paging handset is provided in the control room as well as MSP8 process area for broadcasting voice messages through the loudspeakers via the AMI.

The new PAGA on BK26 shall keep MSP8 system concept with distributed solid-state power amplifiers. A new central controller which has at least similar above existing AMI's functions shall be equipped for controlling speakers, beacons and handsets on BK26 and fully interface to MSP8 system to become a complete BK26-MSP8 system. This controller and existing AMI unit can be also configured as redundant configuration with active and back-up devices. Active device shall take control for complete MSP8-BK26 field devices the other will backing-up, when failure occur on the active, back-up unit can take fully of this control.

An interfacing device(s) with necessary cabling system shall be provided for integrating new controller & existing Gai-Tronics AMI unit. This device shall provide connecting to both controllers for automatically switching from active unit to back-up unit whenever failure occurs. This device also provides status of connected devices & faults for monitoring. During normal alarm operation, input contacts are applied simultaneously to both the active and back-up controllers. The interfacing device(s) allow only the active generator to play the tone/speech message over the system speakers. The back-up controller is held in standby mode to prevent audio mixing of the two controller(s) tone/speech messages.

In the event of a failure of the active controller, the back-up controller becomes active and plays its tone/speech message over the system speakers.

The system is with built in web server allowing the viewing of the primary system status via any web browser.

The complete system shall be built such that failure, malfunction or removal of any one component type shall not affect the system normal operation.

The field devices shall be segregated and closed wiring loop design for field devices such that no failure shall cause the loss of more than 50% coverage of the system. The segregation shall be made by diverse speaker/beacon cabling which follows difference routes. CONTRACTOR shall study and provide the sound pressure level coverage satisfying with requirements in 6.2.2 about minimum sound level for review and approval.

The PA/GA system shall be fed from UPS 220 VAC, 50 Hz. COMPANY will provide two feeders with 18 hours from emergency power source & 30 minutes stand-by power autonomy per cabinet/panel. CONTRACTOR shall be responsible for further connection and/or distribution within the system. Any power supply conversion (if required) within the cabinet shall be provided by CONTRACTOR.

The status of the system shall be supplied. All cabling shall be monitored by an automatic line monitoring system being capable of detecting short-circuit and open-circuit conditions. The PA/GA system shall be designed to enable the integrity of entire system to be assured.

Emergency speech paging and alarm control/initiation of the system shall be via PA/GA access stations.

The PAGA system shall be able prevent feedback signal from speakers in paging activities especially with devices in Electrical & Instrument room.

6.2.2. PA/GA ALARMS

Alarm tones provided in BK26-MSP8 platforms shall keep existing MSP8 alarm concept. The existing MSP8 PA/GA system provides 3 dry-contact inputs, to interface with the SSD/FGS system. These inputs for the SSD/FGS system are configured to be normally-closed for healthy status and opened on alarm conditions; and for the PCS system, normally-opened for healthy status and closed on alarm condition.

Existing Active Alarms on MSP8 which integrated BK26 activity shall be internally interfaced & performed by MSP8/BK26 Control Systems. Existing PAGA-SSD/FGS alarms and interface on MSP8 shall be keep as **Table 1** below:

Table 1





SPECIFICATION FOR PAGA

Alarm	Priority	Tone	Beacon Color	Active signals	Note
Abandon Platforms (Complex MSP8-BK26)	1	Steady	Blue	SSD/FGS - ESD-A	Existing
Confirm Fire Alarm (Complex/ MSP8)	2	Whoop	Red	SSD/FGS - ESD-F	Existing
Confirmed Gas Alarm (Complex/ MSP8)	3	Rapid Siren	Amber	SSD/FGS - ESD-G	Existing

Additional Active Alarm shall be added for BK26 as **Table 2** below. Automatic alarms are initiated by signals from BK26 ICSS and fed to the existing MSP8 PA/GA system or extension PAGA cabinet on BK26 (vendor to advice). The PA/GA system shall broadcast respective alarms based on these initiation signals.

The alarm types shall be followed IMO and minimally as below:

Table 2

Alarm	Priority	Tone	Beacon Color	Active signals	Note
Abandon BK26 Platform	1	Interrupted Tone 950Hz cycles (1s On/ 1s Off/ 3s On/ 1 s Off)	Blue	ICSS - Abandon Alarm	
ESD-1 Alarm	2	1000 & 2000Hz @ 0.5 sec Alternating	Red	ICSS - ESD-1 high	
ESD-2 Alarm	3	1000 & 2000Hz @ 0.5 sec Alternating	Red	ICSS - ESD-2 high	
Confirmed Gas Alarm	4	1kHz Intermittent	Amber	ICSS - Confirm Gas	
Confirm Fire Alarm	5	1kHz tone 1s on, 1s off Intermittent	Red	ICSS - Confirm Fire	


On MSP8, existing pushbuttons have provided desktop panel for local indication of each condition above (SSD/FGS - ESD-A, SSD/FGS - ESD-F, SSD/FGS - ESD-G) with the same color codes. These pushbuttons are for testing purposes only and will not cause executive shutdown actions. In addition, one "APS" Abandon Platform Blue-colored Indicating pushbutton, one "ESD-F" Red-colored Indicating pushbutton. Indicating pushbutton with protective covers are provided on the desktop access station in Radio Room. The pushbutton contacts are closed for normal condition and opened when activated.

New cabinet on BK26 which extended from above cabinet shall also complied with this concept that provided the same test pushbuttons and protective cover pushbutton with colored indications in front of the new cabinet. Test push buttons shall be provided as same as Alarm signal **Table 2** as above.

Emergency alarms level shall be 65 dBA in minimum and 6 dBA above the maximum background noise level. In the areas where the noise level exceeds 85 dBA, visual alarms in the form of strobe lights shall be used to supplement to the audible alarms. The strobe lights/beacons shall be automatically activated by the broadcast. The strobe lights shall be presented for visual alarm signals indicated by colour as in above table.

Pre-recorded voice messages as specified 'Message' column in the above table shall be incorporated.



	<p style="text-align: center;">BK26 WHP AND CONNECTION TO MSP8</p> <p style="text-align: center;">SPECIFICATION FOR PAGA</p>	<p>MSP8.BK26-002-GE-CS2-SP-001</p>		
		Rev.	0	Page

6.2.3. PA/GA PAGING AND ANNOUNCEMENTS

Existing MSP8 PAGA system shall keep its concept while integrating the new BK26 PAGA devices. The integrated MSP8-BK26 PAGA system shall meet sufficient functionality described below.

The PA/GA shall be capable of paging and broadcasting real-time or pre-recorded messages and other message announcements. During emergency announcements, all alarms shall be muted to ensure clear broadcast of these announcements.

6.2.4. PA/GA ZONES

The complete MSP8-BK26 PA/GA system shall has complete one speaker zone consists existing loops on MSP8 & extend loops on BK26 platform.

The PA/GA system shall be designed to be ready for expansion additional speaker zone (spare zone) without hardware changes.

6.2.5. GENERAL PA/GA FEATURES

The general architecture of PAGA system is specified in MSP8.BK26-002-GE-CS2-DW-001 Telecom & PAGA Overall Block Diagram. The complete MSP8-BK26 PA/GA system shall have the following other features and capabilities:

- i. The system shall interface to the ICSS (SSD/FSG and PCS) described in **section 6.3**.
- ii. PA/GA system shall provide distributed amplifier system on field and 220VAC beacon loop system.
- iii. The system audible alarms shall be supplemented by flashing beacons where noise level exceeds 85 dBA. Different alarms shall be differentiated by beacons' colour.
- iv. Existing & new PA/GA page/party stations shall be strategically distributed within the areas of MSP8-BK26 platforms for intercom, routine/emergency paging communication. Noise canceling microphone and device's status indicators shall be provided. Refer 6.2.9 for details. Refer layout drawing for details.
- v. The audibility shall be assessed subjectively by the COMPANY such that it is clear to an operator with average hearing at all locations on the facility. Emergency alarm shall not be stopped until reset from the PA/GA desktop access stations. The tones shall be 65 dBA minimum and 6 dBA above the maximum background noise level.
- vi. The system shall include alarm mute on emergency voice announcements but the alarm shall be reinstated once an announcement is completed.
- vii. System software and firmware shall be provided complete with software licenses in COMPANY's name. The system software shall be able to be expanded to cover the future modules as required and advised by COMPANY. Licenses shall be evergreen.
- viii. All necessary connections shall be provided within the initial system to permit it to be expanded to cover the future needs as required and advised by COMPANY.
- ix. PA/GA system shall be designed to incorporate in minimum 20% of system spare capacities on power amplifier for each speaker loops, beacon power supply, terminations.

6.2.6. PUBLIC ADDRESS FUNCTIONALITY

Herein are basic required components for the complete MSP8-BK26 PAGA system:

Public Address Functionality Requirement	Existing MSP8	New BK26
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Distributed/ Amplifier power amplifiers	Complied for speakers in MSP8 platform with central amplifier in Living Quarter	Required distributed digital power amplifiers for speakers in BK26.
Audio device/ controller unit, pre-recorded/ customer Alarm Tones and Messages	Complied by existing AMI device	Required additional controller to control BK26 devices and back-up for MSP8 existing AMI devices (redundant configuration).
Beacon control components with monitoring	Complied for beacons in MSP8 platform	Required additional control components for beacons in BK26.

6.2.6.1. DISTRIBUTED POWER AMPLIFIERS

It is strongly recommended to use a digital Class D power amplifier due to its especially high efficiency (>80%), its low emergency power consumption and its long lifetime. Indoor and outdoor amplifier models are available with a field adjustable 30W, 8Ω output. A better amplifier can be proposed in Tender data for approval.

As for safety, spare and speaker loops organization reasons, the output power using of each power amplifier shall not exceed 80% maximum rated power.

Recommended technical features:

- Operating Voltage: 220 VAC ±5 %
- Ambient Level Sensing
- Remote Volume Level Control
- Remote Terminal Unit (RTU) Operation for Input/Output Applications
- Integrated monitoring functions (function, short-circuit, excess temperature, voltage failure)
- Distortion less than 3 %
- Frequency response 250–6,500 Hz, □3dB
- Optimized according to the standard IEC\EN 60849 (VDE 0828).

A stand-by amplifier will automatically take over all operations in case of failure or break down any of main amplifiers.

6.2.6.2. AUDIO DEVICE/ CONTROLLER UNIT:

With this digital voice memory module tones, voice messages and any combination of voice and tone signals can be recorded and played inside of the communication / public address system.

Technical features:

- Customer Configurable Alarm Tones and Messages & User Recordable Messages
- Built-in feedback eliminator
- Alarm and Message Storage on Memory Compact Flash memory card
- Telephone Interface to PA
- Library of alarm tones
- On-board real-time clock
- 8 Inputs/Outputs plus expansion option
- Freely editable with any sound editor for UNIX or Windows systems
- Frequency Range 20 – 20,000 Hz
- Optimized according to the standard IEC\EN IEC 60950





BK26 WHP AND CONNECTION TO MSP8
SPECIFICATION FOR PAGA

MSP8.BK26-002-GE-CS2-SP-001

Rev.	0	Page	18 of 27
------	---	------	----------

6.2.6.3. BEACON CONTROL DEVICE/COMPONENT:

The beacon control component is used to switch flashing warning beacon lines or loops. Allows switching and monitoring of flashing warning beacons wired as line or loop.

- Suitable for flashing warning beacons with voltages of 220 VAC.
- Line outputs can be isolated for maintenance purposes

6.2.7. COMMUNICATION FUNCTIONS

The PA/GA shall support intercom function, this function is the basic point to point communication in both directions where both subscribers can speak and listen alternately.

The PA/GA shall support conference function to allow the multiple intercom stations communicate via conference channel.

The PA/GA shall support PA function from the Paging Stations and Access Station, this function to allow for paging or making announcements through the various equipment in the system.

MSP8-BK26 complex shall be provided intercom function on handset station on MSP8 control room & BK26 EIR and several outdoor/hazardous paging stations. Detail of stations provision specified in 6.2.9.1.

Integrated intercom function on access panel shall comply Half-duplex/full-duplex connections, Control station functions, Conference functions, single / multi-channel(s) function, Visual and acoustic call and busy signaling.

6.2.8. MONITORING FUNCTIONS

In order to meet the high safety standards, the PA/GA system shall provide permanent supervision, identification of failures and generating messages of failure independently.

The monitoring functions have to be available for exchange control board, digital line cards, amplifiers, etc. and also for intercom stations, speaker line, beacon line, cabling systems as well as connected interface. Monitoring can be performed by LED indicator of display LED/LCD on cabinet control unit or web server.

6.2.9. PA/GA FIELD DEVICES

Field devices shall connect to extension BK26 cabinet or to existing MSP8 cabinet depend on their location. Refer TELECOMMUNICATION AND PAGA DEVICE LAYOUTs / BLOCK DIAGRAM for details.

6.2.9.1. SPEAKERS:

Additional PA/GA speakers shall be installed in various areas of BK26 platform and work together with existing ones on MSP8. BK26 speaker shall connected with new amplifiers in new BK26 PAGA system.

The indoor speakers shall be maximum rated of 6 watts and locate in safe area. These speakers shall be ceiling mounting type.

The hazardous/outdoor speakers shall be suitable for IP rate 56 and Zone 1/2, Group IIA, T3. All this speaker type shall be supplied with suitable 316 stainless steel mounting assembly that allows speaker to be oriented in any direction and locked in desired position.

The hazardous/outdoor speakers shall be maximum rated of 25 watts of power handling capability with 118dBA Sound Pressure Level (SPL), horn type and wide angle. VENDOR shall consider the effect of heavy and high wind in determining the suitable size of outdoor speaker.

Refer MSP8.BK26-002-GE-CS2-DS-001 SPEAKER DATASHEET for detail information.

6.2.9.2. BEACONS:

Additional PA/GA beacons shall be installed in various areas of BK26 platform and work together with existing ones on MSP8. BK26 beacons shall connected with beacon control components in new BK26 PAGA system.





BK26 WHP AND CONNECTION TO MSP8
SPECIFICATION FOR PAGA

MSP8.BK26-002-GE-CS2-SP-001

Rev.	0	Page	19 of 27
------	---	------	----------

The flashing beacons shall be supplemented where noise level exceeds 85 dBA. Flashing beacons shall also be installed in strategic location to supplement the Fire and Gas alarm. Each beacon point has 3 flashing beacons of Red, Yellow/Amber, and Blue to show different alarms from PA/GA system. Beacon sets consists of three beacons which completely wiring by Vendor/Manufacturer.

Indoor beacon shall be Xenon type and locate in safe area.

All hazardous/outdoor beacons shall be supplied with suitable Glass-reinforced plastic (GRP) and be suitable for IP rate 56 with Zone 1/2, Group IIA, Temp T3 in process area & Zone 2 Group IIC, Temp T1 in battery Room. They shall meet as following:

Tube Energy	:	Minimum 15 Joules each color
Bulb type	:	Xenon
Effective Intensity	:	300 - 400 Cd at 60 flashes per minute
Color lens	:	Red, Amber/Yellow, Blue.

Refer MSP8.BK26-002-GE-CS2-DS-002 BEACON DATASHEET for detail information.

6.2.9.3. PAGING STATIONS:

PA/GA page/party stations shall be strategically distributed within the areas of MSP8-BK26 platforms for intercom, routine/emergency paging communication.

Additional PA/GA paging stations shall be installed in various areas of BK26 platforms and work together with existing ones on MSP8. New paging stations shall be extended from existing MSP8 loop.

Paging stations shall conform to the minimum requirement of IP 56 and hazardous area classification rating where the devices will be resided. The stations shall have Explosion Protection.

In areas where the background noise level exceeds 65 dBA (or specified in relate documents), a 23dB noise reduction acoustic hood shall be provided for PAGA paging/intercom station.

MSP8-BK26 paging stations shall follow below requirements:

- ❖ PA functions:
 - The existing stations of MSP8 be able to make PA to BK26's zone and all zone.
 - New stations of BK26 be able to make PA to MSP8's zone and all zone.
- ❖ Intercom functions:
 - The existing stations of MSP8 be able to make intercom communication to all BK26's stations.
 - New stations of BK26 be able to make intercom communication to all MSP8's stations.

Refer MSP8.BK26-002-GE-CS2-DS-003 PAGING STATION DATASHEET for detail information.

6.3. INTERFACES

6.3.1. EMERGENCY SHUTDOWN / FIRE & GAS / PCS SYSTEMS INTERFACE

The existing MSP8 PA/GA system provides 3 dry-contact inputs to interface with the SSD/FGS system for alarms in 6.2.2. These inputs for the SSD/FGS system are configured to be normally-closed for healthy status and opened on alarm conditions; and for the PCS system, normally-opened for healthy status and closed on alarm condition. Alarms to BK26 field devices shall be extended from this existing interface.

Active alarm signals for BK26 shall be provided by Control System's multicores cable for interfacing BK26 ICSS – MSP8/BK26 PAGA system.

6.3.2. PAGA INTERNAL INTERFACE

MSP8 and BK26 PAGA cabinets shall provide internal interface for making PAGA internal communication. PAGA Vendor to provide all necessary interconnection cable and interfacing device which complied section 6.2.1 for making this PAGA internal communication. PAGA Vendor to provide all other media devices (switch, protocol converter etc...) for this interface.





6.4. PA/GA CABINET

A completely digital communication system is required. Due to the modular construction, future extensions can be realized without any problems.

The compact construction makes it possible to install the complete system in a standard central exchange cabinet with a swiveling frame.

The PAGA cabinet are based on standard equipment racks 19 inches with the approximate dimensions 800 x 800 x 1200 mm (W x D x H). The cabinet shall be front door only for both operation and maintenance activities. The cable entries are from the bottom of the cabinets for incoming and outgoing cables. A plinth of 800 x 800 x 100 mm shall be provided for the cabinet.

Mechanical Requirements:

- Earthing: complies with section 3.5 COMMUNICATION BASIS OF DESIGN
- The components are installed in a 19" mounting rack for double European standard sized boards
- The wiring via the mother board shall prevent interruptions
- The cabling to the external components (e. g. intercom stations) is realized with cord sets and plug-in swivel frames with terminal connection blocks,

Environmental Requirements and Standards:

- Ambient temperature 0 - 50°C
- Protection class IP22
- Resistance to vibrations (IEC 68-2-26) 2g (10Hz...150Hz)
- Resistance to shocks 25 g/ms

The cabinet shall be supplied complete with stainless steel name plate on front door.

6.5. CABLE

6.5.1. GENERAL

Multicores and coaxial/helical telecommunication cables shall meet the electrical characteristic requirements appropriate to their application. In addition, the selection of cables shall follow Project Specification for Electrical and Instrument Cable.

All wiring and cabling within cabinets or panels shall be of adequate size and rating, neatly arranged and adequately supported to minimize the risk of mechanical and electrical damage during installation, operation or normal maintenance. Cabling shall be clearly marked and Tagged to Project Tag Coding and Equipment Numbering System to permit easy identification and cross reference to schematics.

Cables should meet the following requirements:

- Design and construction: IEC 60092-350 / 360
- Fire resistant to IEC-60331.
- Flame retardant to IEC-60332-3A.
- Halogen free to IEC-60754-1, 2.
- Smoke density to IEC-1034-1,2.
- Conductor- tinned stranded copper.
- Insulation- mica tape with EPR compound.
- Bedding- halogen free LSZH compound.
- Amour- tinned copper wire braid.
- Outer sheath- halogen free SHF-mud thermoset compound.
- DNV/ABS (or equivalent) Certification for offshore installation.





BK26 WHP AND CONNECTION TO MSP8
SPECIFICATION FOR PAGA

MSP8.BK26-002-GE-CS2-SP-001

Rev. 0 Page 21 of 27

6.5.2. CABLE TYPES

All field cable shall follow above general requirements and have particular core description as below:

- **Speaker cable**, one (1) twisted pair cable with 1.5mm² cross section each core.
- **Status light cable**, 4 cores cable with 2.5mm² cross section each core.
- **SYSTEM CABLE for handset & amplifier stations:**
 - 2Cx 14 AWG for power,
 - 1C 14 AWG for ground,
 - 1P x 18 AWG for the page line,
 - 1P x 18 AWG for the party line,
 - 1C x 18 AWG control conductor.

Compatible with Gai Tronics 60038 system cable for single line party/paging system complete with power and communication conductors c/w individual & overall shield.

Other cable construction can be provided in Tender for review/approval.

6.6. JUNCTION BOX, TERMINATION, CABLE GLAND AND ACCESSORIES

Unless otherwise stated, cable gland shall be provided by Company and to be ½" NPT Ex"d".

(Refer 8.3 Cable accessories in GENERAL INSTRUMENT SPECIFICATION)

6.7. HAZARDOUS AREA

The hazardous area classification and instrument protection for BK26 platform is given below:

- i. As in relative document, the specified explosion proof electrical equipment shall be certified for Class 1, Zone 1/2, Gas Group IIA/IIC, and Temperature Class T3.
- ii. Field instrumentation shall be suitable with hazardous area where they locate.
- iii. All junction boxes in hazardous area (if not specified other) shall be Ex'e' type if they meet IEC 60079-7/API 14FZ about ensuring they do not produce arcs, sparks, or excessive temperatures in any conditions, otherwise Ex'd' junction boxes are required. Cable gland shall be certified to Ex'd'.
- iv. If a special instrumentation cannot be provided with the above methods of protection, then alternative methods suitable for the classified area and certified by an acceptable Authority may be proposed. The Vendor shall submit a technical report justifying the instrument selection for the Purchaser's consideration.
- v. If any device locates in the hazardous area, CONTRACTOR shall select and design all items associated with flameproof hazardous area equipment (including cables, etc.) to ensure fully compatibility for flameproof requirements. CONTRACTOR shall provide the required documentation.
- vi. The cabinet shall be located in safe area. Normally air conditioning is provided continuously in the CR. In the event of failure of air conditioning system, the hardware shall withstand ambient temperature of 50 °C and shall be provided with conformal coating to withstand salt laden atmosphere.

7. ELECTRICAL REQUIREMENTS

The design and installation shall be in accordance with the applicable requirements of international codes and standards, NEC, IEEE regulations and IEC Standards.

8. SPARE PARTS AND SPECIAL TOOLS

8.1. SPARE PARTS

The CONTRACTOR shall supply pre-commissioning / Commissioning spares AS REQUIRED. A list of pre-commissioning / commissioning spares considered for each package to be submitted to COMPANY for review.





BK26 WHP AND CONNECTION TO MSP8
SPECIFICATION FOR PAGA

MSP8.BK26-002-GE-CS2-SP-001

Rev.	0	Page	22 of 27
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CONTRACTOR shall also supply a list of 2 year’s operational spares with full model / part numbers for COMPANY’s review and purchase separately.

8.2. SPECIAL TOOLS

The CONTRACTOR shall supply one set of all special tools where required for installation and maintenance of the PA/GA system provided.

9. DOCUMENTATIONS

9.1. GENERAL REQUIREMENTS

All documents and technical data shall be in the English language.

Submission shall be made under cover of a transmittal, marked for the attention of Vendor Data control and referencing the Company Purchase Order.

Documents shall be full size A3 and A4. Legible drawings at A3 size are preferred for review.

Drawing prints larger than A4 shall be folded to A4 size, with the title block visible at the bottom right hand corner. Originals and transparencies shall be supplied rolled up and adequately protected. Documents larger than A3 to be included in manuals shall be inserted in pre-punched plastic sleeves.

Photocopy quality shall ensure that legibility and clarity of documents is maintained.

Manuals shall be supplied in loose-leaf hard cover binders.

Requirements for originals and copies of documents generally shall be as follows, unless specified otherwise:

Documents and drawings for review: electronic copies.

Final Approved Documents and Drawings (AFC): one (1) original and three (3) copies and two (2) electronic copies on CD/DVD/USB.

Manuals: one (1) original and three (3) copies and four (4) electronic copies on CD/DVD/USB.

9.2. INFORMATION REQUIRED WITH THE BID PROPOSAL

Item	Description No
1.	Field work schedule and manufacturing/ delivery/installation/commissioning schedules (preliminary)
2.	Project quality control manual
3.	Project HSE manual
4.	Organization Chart (draft)
5.	Detailed scope of work and scope of supply
6.	System specifications and schematic drawings
7.	Dimensioned general arrangement drawings of the PAGA cabinet
8.	Interconnection diagram (Draft)
9.	Calculations (power consumption, noise, sound coverage analysis, etc.) (Draft)
10.	Detailed material take-off included Spare Parts for Start-up, Commissioning and two-year operation.
11.	List of Special Tools (if applicable)
12.	Data Sheets for all equipment / instruments / devices (or compliance statement)
13.	List of previous experience with similar work or projects





BK26 WHP AND CONNECTION TO MSP8
SPECIFICATION FOR PAGA

MSP8.BK26-002-GE-CS2-SP-001

Rev. 0 Page 23 of 27

14.	Compliance list
15.	Exception and/or deviation list (if any)
16.	List of Sub-suppliers
17.	Catalogues, Technical Literature and Brochures for PAGA system, devices and loose items

All documents and drawings in tender proposal shall be provided with: one (1) original and four (4) copies and one (1) set of electronic copies on CD/DVD/USB.

9.3. PRELIMINARY REQUIREMENTS AFTER AWARD OF PURCHASE ORDER

No	Description No	CA approval	VSP approval	VSP review
1.	QA / Inspection & Testing			
2.	Contractor/ Manufacturer Drawing and Data Index		X	
3.	Manufacturing / Delivery Schedule (detailed)		X	
4.	Quality Assurance / Safety Plan	X		X
5.	Inspection & Test Plans	X		X
	Engineering & Design Documents			
6.	General Arrangement Cabinet Drawing(s)	X	X	
7.	Shop Detail Drawing(s)	X	X	
8.	Assembly Device Drawing(s)	X	X	
9.	System specifications/ architecture drawings/ system philosophy		X	
10.	Mechanical Data Sheets (if applicable)	X	X	
11.	PAGA device data sheets	X	X	
12.	Schematic Diagram(s) (inc. JBs & Panels)		X	
13.	Wiring Connection Diagram(s)		X	
14.	Loop/single line diagrams		X	
15.	PAGA device index (inc. all part number)			X
16.	PAGA device hook-up/installation diagram			X
17.	Weight Calculations			X
18.	Sound Coverage Analysis		X	
19.	Material Test Certificates (if any)	X		X
20.	PAGA Calibration Certificates (if any)	X		X
21.	Explosion/Flame-Proof Certificates	X		X
22.	Complete Part List			X
23.	Installation, Operation and Maintenance Manuals			X
24.	Performance Test Reports	X		X
25.	Manufacturer's Data Report (MDR)			X
26.	Procedure For Packing and Transport			X





BK26 WHP AND CONNECTION TO MSP8
SPECIFICATION FOR PAGA

MSP8.BK26-002-GE-CS2-SP-001

Rev. 0 Page 24 of 27

27.	FAT Procedure	X	X	
28.	SAT Procedure	X	X	
29.	Other Relevant Certificates and Documents			X

Above requirements only preliminary, CONTRACTOR shall be updated and corrected later. Any difference to COMPANY's document in ITB, VENDOR to provide document of modification for COMPANY 's approval.

10. PACKING AND SHIPPING

CONTRACTOR shall be responsible for packing and protection of all the supplied equipment adequately for shipment to the job site in accordance with the Purchase Order and Specification. All crating and boxes shall be clearly labelled on three sides with description and equipment numbers. CONTRACTOR shall prepare detail packing list by box and crate number.

The PA/GA system shall be properly protected from damage during sea freight. Each item shall be clearly identified with COMPANY's Name, COMPANY's Order Number, Project Name and Equipment Tag Number prior to shipment.

CONTRACTOR shall be responsible for the proper protection and the timely and correct delivery of all equipment to the location specified in the purchase order.

During preparation for shipment, the following factors shall be considered:

No equipment or materials shall be released for shipment without approval of the COMPANY and/or his inspection representative.

All slot mounted or plug-in instruments (e.g. CPU modules, Sound modules, power supply modules) shall be removed and packed in their original protective packing and shipped separately from the cabinets.

All relays, connectors and interconnecting wires shall be secured by cable ties or tapes to prevent loosening due to vibration during shipment and transportation.

All equipment and materials shall be properly crated to prevent damage during transportation, handling and shipment. The preparation for shipment shall be subjected to the approval of the Inspector.

CONTRACTOR shall wrap and tag all small items being shipped loose. All items shall be properly tagged with the tag containing the Item Tag Number, Company Order Number, service and other relevant details.

CONTRACTOR shall provide notice to the COMPANY prior to delivery.

11. PERFORMANCE GUARANTEE

CONTRACTOR shall be fully responsible for the manufacture in respect of proper design, quality, workmanship and operation of all the equipment, accessories, etc. including supplied by his sub-suppliers. This includes both hardware and software.

It shall be obligatory on the part of CONTRACTOR to modify and/or replace any hardware and modify the operating, application and diagnostic software free of cost, in case any malfunction is revealed even during on-line operation after taking over, within the warranty period.

The PA/GA system shall be guaranteed against malfunction, partial or complete failure resulting from or attributed to the following:

- Sub-standard components and materials.
- Incorrectly rated components and materials.
- Sub-standard workmanship, including but not limited to sub-standard design, construction, alignment and setting-up.
- Adjustments carried strictly in accordance with CONTRACTOR's manuals or written instructions where those manuals of instructions are in error.





CONTRACTOR shall assume full responsibility for his sub-suppliers of equipment and ancillaries supplied under this Specification i.e. individual equipment warranty, etc. are not to be signed over to the COMPANY but will remain that of the equipment package CONTRACTOR.

If poor performance occurs or defects are found during the warranty period, CONTRACTOR shall make all necessary alterations, repairs and replacements, including shipment of parts and mobilization of assistance, free of charge.

CONTRACTOR is to provide a list of parts and state for each the replacement time and repair turnaround time under warranty.

12. QUALITY ASSURANCE

CONTRACTOR shall operate a quality system satisfying the applicable provision of ISO 9000 (series) or agreed equivalent standard, commensurate with the goods and services provided.

The format and outline content of the quality plan shall be agreed between CONTRACTOR and COMPANY, prior to order placement. Detailed quality plan, the scope of testing and hold points shall be mutually agreed between the COMPANY and CONTRACTOR during the technical discussion following the bid submission.

A quality manual, procedures and quality plans shall be submitted for review and approval prior to commencement of the work.

CONTRACTOR shall maintain an effective system for quality assurance and quality control, planned and developed in conjunction with all manufacturing and application functions necessary to meet the requirements of the Purchase Order and Specification.

The requirements shall be met by the established and implementation of procedures and Quality Plan which shall ensure the acceptable services are presented to the COMPANY.

The Quality Plan shall demonstrate both recognition of the quality requirements of the Purchase Order and an organised approach to satisfy these requirements.

The Quality Plan shall ensure that quality requirements are determined prior to commencement of the works and subsequently satisfied throughout all phases of application.

COMPANY reserves the right to carry out Quality and Technical Review at both the CONTRACTOR and his sub-vendor works, as applicable.

12.1. DOCUMENTATION APPROVAL

Vietsovpetro (VSP) at its charge shall dispatch his specialists on the invitation issued by Contractor, if Contractor considers necessary of their presence for resolution of the arisen problems.

The final acceptance of the documentation is made in Vung Tau between Vietsovpetro and Contractor at the presence of the ICS representative.

On completion of the Document Approval Works all AFC documents shall be issued for construction.

The Contractor shall transfer to the Client the final AFC documents which have been approved by the Client as a multi volume, hard cover report in seven (07) copies and seven (07) DVD/CD ROMs of the same validity covering all aspects of project.

On completion of Commissioning, all Engineering documents shall be finally issued in their "As built" version. During fabrication and construction, the Contractor shall update and maintain on a master file all documents as required in the contract. Prior to acceptance by the Client, the Contractor shall prepare and submit all the as built documents for Client approval.

All as built documents shall be prepared from the original drawings and data sheets. Documents shall be redrafted as required to incorporate all final information. Mark ups sketches, referencing and other field marking techniques shall not be acceptable. The As built documents shall be stamped "AS BUILT" and signed.

All AFC documents shall be re-issued detailing the as build status.





The Client shall continuously check the marked up documents set, in order to ensure that the Contractor implements the design into the submitted documents along the execution of the work up to the issue of the as built version.

At the technical proposal the Contractor should introduce documentation list and also full information, including the main engineering solutions, indispensable calculations, characteristics of equipment, weight of the equipment, and general arrangement drawings with the indicating external and conjunctive dimension.

The Contractor shall deliver final certified equipment dossiers for all equipment.

All the equipment and systems shall be approved/ witnessed by VSP at the stage FAT.

12.2. FACTORY ACCEPTANCE TEST (FAT) AND PRE-SHIPMENT INSPECTION

All equipment shall be tested in the factory prior to clearance for shipping. The FAT shall include individual equipment tests and full system tests where appropriate.

The FAT shall be to demonstrate adherence of the equipment to the design standards and functional compliance with the functional specification.

Prior to the FAT, CONTRACTOR shall submit a test procedure to COMPANY for approval.

COMPANY personnel shall, at COMPANY's sole discretion, attend the FAT. In this event, the CONTRACTOR shall ensure all tests shall be carried out in the presence of the COMPANY personnel. If COMPANY decline to attend the FAT the tests shall be carried out and the results submitted for approval. CONTRACTOR personnel shall attend all FAT tests.

All FAT tests shall be documented with the results obtained. These test results shall be submitted to COMPANY prior to clearance of the FAT and authority to ship is given.

CONTRACTOR shall also include in the optional quotation for COMPANY personnel to attend the FAT including air tickets, traveling, accommodation, and food... with itemized prices, if applicable.

All hardware shall be inspected for physically damaged components and general workmanship standards.

If any rectification work is required, it shall be carried out by Contractor at his own expense and without any impact on the scheduled delivery date.

Company shall have the right to request additional inspection if required to ensure that the equipment complies with the relevant codes and standards. These inspections will be to Company's account, unless such examinations reveal defects not previously detected, in which case Contractor shall bear the full cost of the inspection, repairs and subsequent examinations necessary to ensure the satisfactory compliance,

The VSP representatives shall be permitted to access supplier's factories during fabrication, assembly, testing and preparation for shipment of this equipment.

12.3. PRE-COMMISSIONING AND COMMISSIONING

CONTRACTOR shall provide following services for start-up, configuration and commissioning support on offshore platform. The CONTRACTOR shall be responsible for support all above activities, which mainly perform by COMPANY, to achieve the design requirements until the PAGA system is put into normal operations.

"Commissioning Activities" shall include all the activities to complete the Construction of the whole system and to carry out all required actions and activities including putting the facilities into normal operation with designed capacity and performance. Commissioning activities shall include the following main steps:

- Construction completion
- Inspection, Testing and Mechanical Completion
- Pre-commissioning
- Commissioning
- Hand over Procedures
- Start Up
- Performance running test





The Contractor shall provide all required approved procedures, calibration certificates, tools, equipment, instrumentation, labor and consumables for the commissioning activities.

Contractor shall provide competent supervision of offshore hook-up, testing, pre and post commissioning of the PAGA equipment based on 12 hours/day, 7 days/week coverage. Company will provide transportation as well as accommodation and food offshore. Contractor shall quote unit rates and provide estimation of the number of man-days required for completion of the work.

12.4. DELIVERABLES

A list of documents that the contractor is required to produce is listed in Section 9 - Documentation.

The Contractor shall prepare, review and update all deliverable documents so that they shall be clearly legible when reduced to a size no larger than A3 (297x420mm).

Unless otherwise stated, the data, drawings, documents provided to the Client in electronic format shall be developed in the software applications as defined below:

Electronic Deliverable	Software Application
Drawings/Diagrams	AutoCAD Release 2010 or later
Correspondence, Reports	AutoCAD Release 2010 or later
Documents and Graphics	Microsoft Office Release 2010 or later
Catalogue, Contractor/ Manufacturer documents.	Adobe file PDF

The Contractor shall prepare all engineering data sheets, drawings and documents using the English language and the SI for measurement as described in Terms and Conditions of the Contract. The Contractor shall also ensure that Contractor and Subcontractors also comply with this requirement. Instrument data sheets shall have to be provided with filling fully process data and engineering data in according with ISA format.

The Contractor shall submit the documents to the Client in four copies, two DVD/CD-ROMs/USB and electronic files by emailing for review. Meantime, the Contractor shall submit the documents to the Certifying Agent (Agent (one of the Big: DNV-GL, ABS, LR) approval as well. After the documents have been approved, the Contractor will issue AFC documents.

13. CERTIFICATION REQUIREMENTS

All purchased equipment and PAGA system should be as a whole certificated by a classification society (Lloyd's Register, DNV-GL, BV, VR) for offshore platforms installation.

CONTRACTOR at his charge shall be responsible for obtaining necessary approval and certification from a third party (DNV-GL, Lloyd's Register, BV, VR) inspection for PAGA system.

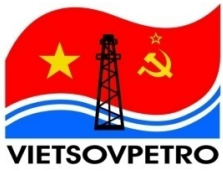
The CONTRACTOR shall also obtain certificate for engineering document package from recognized Certifying Agent (DNV-GL, ABS, BV, LR, VR).

The CONTRACTOR shall obtain following certificates for main materials/devices:

- Certificate of Origin (CO) issued by the Chamber of Commerce in Manufacture's/ export's country (true copy)
- Certificate of Quality and Quantity (CQ) issued by Manufacturer (true copy)
- Test Certificate issued by Manufacturer (true copy)
- Inspection/Calibration certificate (true copy) – if available
- Type approval certificates (true copy)
- Explosion Certificates (true copy)

Where necessary, in order to approve for operation, the Contractor shall also obtain the Type Approval Certificates for PAGA system, devices and equipment as per Vietnam Ministry of Information and Communication.





**RESEARCH AND ENGINEERING
INSTITUTE FOR OFFSHORE OIL AND GAS**



PROJECT NAME : BK26 WHP AND CONNECTION TO MSP8

DOCUMENT TITLE : SPECIFICATION FOR TELECOMMUNICATION

DOCUMENT NO. : MSP8.BK26-002-GE-CS2-SP-002

PHASE : DETAILED ENGINEERING

CONTROLLED

			DC: V.T.MO	ENG.MGR: N.N. TIEP	PRO. MGR: T.D.HAI
0	IFA	30.06.25			
REV.	DES.	DATE	PREPARED: N.Q.NAM	CHECKED: N.Q.NAM	DEPT.MGR: GEN




	BK26 WHP AND CONNECTION TO MSP8 SPECIFICATION FOR TELECOMMUNICATION		MSP8.BK26-002-GE-CS2-SP-002		
	Rev.	0	Page	3 of 21	

TABLE OF CONTENTS

1.0	GENERAL	4
2.0	REFERENCE DRAWINGS / DOCUMENTS	7
3.0	ENGINEERING DESIGN DATA	9
4.0	SCOPE OF WORK & SCOPE OF SUPPLY	10
5.0	TECHNICAL SPECIFICATION	12
5.1	GENERAL SPECIFICATION	12
5.2	NETWORK DEVICES	13
5.3	CABLE	16
5.4	JUNCTION BOX, TERMINATION, CABLE GLAND and ACCESSORIES	16
5.5	HAZARDOUS AREA	16
6.0	ELECTRICAL REQUIREMENTS	17
7.0	INSPECTION AND TESTING REQUIREMENTS	17
8.0	SPARE PARTS AND SPECIAL TOOLS	19
9.0	TRAINING/ USING INSTRUCTION	19
10.0	PACKING AND SHIPPING	20
11.0	PERFORMANCE GUARANTEE	20
12.0	QUALITY ASSURANCE	21
13.0	CERTIFICATION REQUIREMENTS	21



1.0 GENERAL

1.1 INTRODUCTION

BK-26 Wellhead Platform belongs to Vietsovpetro JV. It will be located in Block 09-1, White Tiger oil field, offshore the Socialist Republic of Vietnam.

BK-26 is connected with MSP-8 by a linking bridge. BK-26 is an unmanned platform with 09 slots (03 slots for spare) and will be remotely controlled from the platform MSP-8.

There will be 09 production wells on BK-26 (02 well will be converted into water injection well in the future as planned) and may be additional 03 wells in the future.

Based on the criterion of the need for production and maximize the return on investment, BK-26 will be considered to have the minimum facilities. The full well stream of BK-26 will be gathered together with the produced fluid of MSP-8 and transferred to CPP-3.

The scope of this project is detail engineering design for BK-26 WHP, Linking Bridge and MSP-8 modification.

Location of BK-26 and related platforms is shown in the figure 1 as below.

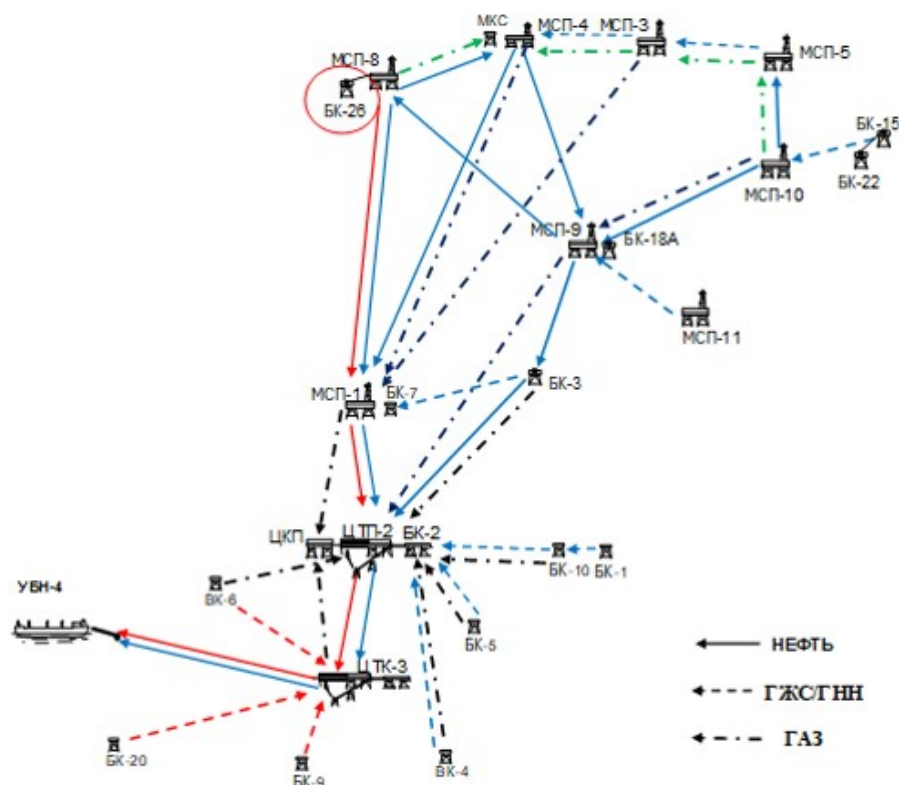


Figure 1: Location of BK-26 and related platforms


1.2 OBJECTIVES

The BK26 platform shall be equipped with a communication system that shall comply with the requirements for offshore platform.

The level and type of equipment provided should conform to GMDSS, SOLAS convention concerning radio communications and to the codes for the construction and equipment of MODU's.

Communication systems on BK26 shall also provide means for networking of ICSS, Office utilities, and voice devices.



	BK26 WHP AND CONNECTION TO MSP8 SPECIFICATION FOR TELECOMMUNICATION	MSP8.BK26-002-GE-CS2-SP-002		
		Rev.	0	Page

Radio Devices mostly reuse existing MSP8 devices, include:

- ✓ Existing MSP8 VHF-FM facilities and 2 new VHF-FM marine portables provide capable communications with ships/supply boats within the vicinity of MSP8-BK26 complex platforms.
- ✓ Existing MSP8 VHF-AM aeronautical radio: base station and portable (walkie-talkie) shall provide portables to communicate with pilots of helicopter, approaching to MSP8-BK26 complex platforms.
- ✓ Existing MSP8 UHF-FM facilities & 2 new portables shall provided for crew on-board communications in maintenain activities on MSP8-BK26 complex platforms.

Radio communication systems shall be designed and installed for the MSP8-BK26 complex platform. The consoles are placed in MSP8 control room. Its portable devices (walkie-talkie) are also located on MSP8 control room for communication in activities.

Networking Devices shall together with MSP8 existing Digital microwave radio (DMR) system and existing MSP8 Network system that provide communications connect BK26's computers, telephone, process network etc... to existing VSP network (via existing wireless network, and the VSAT satellite station located on the Center Processing Platform No.2). Network devices also provide direct fiber optical link for ICSS network between MSP8 & BK26 platform. These systems shall be provided to ICSS system for smoothly interconnect for real-time control and monitoring between BK26 and MSP8 platform. Networking devices include:

- ✓ FO link (c/w media converters) between MSP8 – BK26 provide benign real-time connection for IP Voice, Office network and local ICSS network.
- ✓ IP phones provides voice communication for BK26 via existing DMR & PABX systems.
- ✓ Office network provides VSP email and other networking services when they are necessary.

All materials and equipment furnished shall meet the design and environmental conditions as stated in this specification and shall be new, sound, and free of defects and of size and quality specified.

This document also specifies radio systems including related services to be provided by the CONTRACTOR on MSP8-BK26 complex platform.


If, in the CONTRACTOR's opinion, an exception to any detail in this specification would be to the COMPANY's benefit, the exception may be quoted as an alternative, provided that the exception and justification are fully described.

1.3 DEFINITIONS OF TERMS

The following definitions shall be used throughout this document:

COMPANY/ PUCHASER	The party that initiates the project and ultimately pays for its design and construction and owns the facilities. Here the COMPANY is Vietsovpetro JV (Referred to as VSP)
CONTRACTOR	The party which carries out all or part of the design, engineering, procurement, and commissioning support of the project.
VENDOR/SUB- CONTRACTOR	The party on which the order or contract for supply of the equipment / package or services is placed.
MANUFACTURER	The party or factory that produces finished Goods and also supply service for Goods on site.
MSP8	The existing platform can monitor and control all activities on BK26 platform via real-time network system.
BK26	New Wellhead platform connect to BK26 via bridge



	BK26 WHP AND CONNECTION TO MSP8 SPECIFICATION FOR TELECOMMUNICATION	MSP8.BK26-002-GE-CS2-SP-002		
		Rev.	0	Page


Shall	Refers to mandatory requirement
Should	Refers to a recommendation

1.4 ABBREVIATIONS

Standard terms and abbreviations are used in this document. Listed below are the abbreviations that may be used here and in subsequent documents.

ABBREVIATION	DESCRIPTION
AC	Alternating Current
AFC	Approve For Construction
AM	Amplitude Modulation
ANSI	American National Standards Institute
ATU	Automatic Tuning Unit
AV	Audio / Video
CCIR	Consultative Committee on International Radio
CCITT	Consultative Committee on International Telegraphy and Telephony
CCR	Central Control Room
CCTV	Closed Circuit Television
CENELEC	European Committee for Electro-Technical Standardization
COSPAS	Cosmicheskaya Sistyema Poiska Avariynich Sudov – Russian for “Space System for the Search of Vessel in Distress” (operated by NADEZHDA)
CPP	Central Processing Platform
dB	Decibel
dBA	Decibels, weighted sound pressure level
dBm	Decibels relative to 1 mW
dBW	Decibels relative to 1 Watt
DC	Direct Current
DCS	Distributed Control System
DMR	Digital Microwave Radio
DSC	Digital Selective Calling
DSL	Digital Subscriber Line
DTMF	Dual Tone Multi Frequency
EIA	Electronics Industries Association
EMC	Electromagnetic Compatibility
EPIRB	Emergency Position Indicating Radio Beacon
ESD	Emergency Shutdown
FDP	Fixed Drilling Platform
FGS	Fire and Gas System
FM	Frequency Modulation
GMDSS	Global Maritime Distress and Safety System
HF	High Frequency
IAR	Integrated Access Router
ISR	Integrated Services Router
ICAO	International Civil Aviation Organization
IEC	International Electro-Technical Commission
IEEE	Institute of Electrical Electronics Engineers, USA
IMO	International Maritime Organization
INMARSAT	International Maritime Satellite
IS	Intrinsically Safe
ISO	International Organization for Standardization
ITU	International Telecommunication Union



	BK26 WHP AND CONNECTION TO MSP8 SPECIFICATION FOR TELECOMMUNICATION	MSP8.BK26-002-GE-CS2-SP-002		
		Rev.	0	Page

ABBREVIATION	DESCRIPTION
ITU-R	International Telecommunication Union – Radio-communication, (formally CCIR)
ITU-T	International Telecommunication Union – Telecommunication Standardization, (formally CCITT)
kHz	kiloHertz
LAN	Local Area Network
LSZH	Low Smoke Zero Halogen
FHD	Full High definition 1080p (1920 x 1080) video resolution
MCB	Miniature Circuit Breaker
MDR	Modular Drilling Rig
MF	Medium Frequency
MHz	MegaHertz
NAVTEX	Navigational Telex
NDB	Non Directional Beacon
OIM	Offshore Installation Manager
PA/GA	Public Address / General Alarm
PABX	Private Automatic Branch Exchange
PAPA	Prepare To Abandon Platform Alarm
PC	Personal Computer
PMP	Point Multi-Points
PSTN	Public-Switched Telephone Network
PTT	Push To Talk
PTP	Point To Point
RCU	Remote Control Unit
RF	Radio Frequency
SARSAT	Search And Rescue Satellite-Aided Tracking (operated by NOAA)
SART	Search and Rescue Radar Transponder
SI	Standards International
SINAD	Signal, Noise and Distortion
SOLAS	Safety Of Life At Sea
SSB	Single Side Band
SD	Standard definition (720 x 480) video resolution
TIA	Telecommunications Industry Association, closely affiliated with EIA for cabling standards
UHF	Ultra High Frequency
UKOOA	United Kingdom Offshore Operators Association
UPS	Uninterruptible Power Supply
VHF	Very High Frequency
VOX	Voice Operated
VSAT	Very Small Aperture Terminal
VSWR	Voltage Standing Wave Ratio
XPIC	Cross Polarization Interference Cancellation
WAN	Wide Area Network

2.0 REFERENCE DRAWINGS / DOCUMENTS


This design basis document made references to Contract, Project Documents and the latest editions of codes, standards, specifications and regulations of local and international bodies.

2.1 REFERENCE DOCUMENTS

The project documents referred to are listed as followed:

DRAWING/DOCUMENT NO.	TITLES
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	BK26 WHP AND CONNECTION TO MSP8 SPECIFICATION FOR TELECOMMUNICATION	MSP8.BK26-002-GE-CS2-SP-002		
		Rev.	0	Page

MSP8.BT7.BK26-001-GE-CS2-DW-001	Telecom & PAGA Overall Block Diagram
MSP8.BT7.BK26-001-GE-CS2-DB-001	COMMUNICATION BASIC DESIGN

2.2 REGULATIONS AND PRECEDENCE OF CODES AND STANDARDS

The communications system shall be designed in accordance with all engineering codes, international standards, rules, recommendations and regulatory standards to the specified requirements and performance. Local statutory regulations and purchase specifications should be consulted in conjunction with these specifications and where deemed necessary should override any methods described in this document, which is for guidance only.


The necessary Vietnam type-approval requirements for radio equipment and other related equipment shall be adhered to from the local authority prior to their provisioning.

Any conflict in interpretation among the specifications, drawings and/or datasheets shall be brought to COMPANY's attention for clarification.

All equipment, system design and installation shall comply with the latest editions and revisions of the following codes and standards specified herein as a minimum.

CODE / STANDARD	DESCRIPTION
ANSI/TIA/EIA-568B	Commercial Building Telecommunications Cabling Standard
API RP 14FZ	Recommended Practice for Design and Installation of Electrical Systems for offshore Production Platforms
API RP 505	Recommended Practice for Classification of Locations for Electrical Installations at Petroleum Facilities Classified as Class 1, Zone 0, Zone 1 and Zone 2
DNVGL-OS-A101	Safety Principles and Arrangements
DNVGL-OS-D201	Electrical Installations.
DNVGL-OS-D202	Automation, Safety and Telecommunication Systems
GMDSS	Relevant Global Maritime Distress and Safety System Regulations
ICAO Annex 10	Aeronautical Telecommunications (International Civil Aviation Organization)
IEC 61892 series	Mobile and Fixed Offshore Units – Electrical Installation
IEC 61034	Low Smoke Emissions. Measurement of smoke density of cables burning under defined conditions - Part 2: Test procedure and requirements
IEC 60754	Zero Halogen Emissions. Test on gases evolved during combustion of materials from cables - Part 1: Determination of the amount of halogen acid gas
IEC 60079 series	Explosive Atmosphere
IEC 60529	Classification of Degree of Protection provided by enclosures (IP Code)
IEC 60092 series	Electrical Installation in Ships
IEC 60331	Tests on Electric Cables under Fire Conditions: Fire resistance Characteristic of Cable
IEC 60332	Tests on Electric Cables under Fire Conditions: Fire retardant Characteristic of Cable
IEC 61000 series	Electro Magnetic Compatibility (EMC)
IEC 60945	Maritime navigation and radio communication equipment and systems - General requirements – Methods of testing and required test results
IEC 60533	Electrical and electronic installations in ships – Electromagnetic compatibility
IEC 62439-2	Industrial communication networks – High availability automation networks – Part 2: Media Redundancy Protocol (MRP)



	BK26 WHP AND CONNECTION TO MSP8 SPECIFICATION FOR TELECOMMUNICATION	MSP8.BK26-002-GE-CS2-SP-002		
		Rev.	0	Page

IEC 62439-3	Industrial communication networks – High availability automation networks – Part 3: Parallel Redundancy Protocol (PRP) and High-availability Seamless Redundancy (HSR)
IEC 60793	Optical Fibers
IEC 60794	Optical Fiber Cables
IEC 60874	Fiber Optic Interconnecting Devices and Passive Components - Connectors for Optical Fibers and Cables
IMO MODU	The Code for the Construction and Equipment of Mobile Offshore Drilling Units (MODU Code).
ITU-R	Relevant ITU-R standards
ITU-T	Relevant ITU-T standards
ITU-T G.650-1	SERIES G: Transmission Systems and Media, Digital Systems and Networks-Transmission Media and Optical Systems Characteristics - Optical Fiber Cables-Definitions and Test Methods for Linear, Deterministic Attributes of Single-Mode Fiber and Cable
ITU-T G.650-2	SERIES G: Transmission Systems and Media, Digital Systems and Networks-Transmission Media and Optical Systems characteristics - Optical fiber cables-Definitions and Test Methods for Statistical and non-linear related attributes of single-mode fiber and Cable"
ITU-T G.650-3	SERIES G: Transmission Systems and Media, Digital systems AND NETWORKS-Transmission media and optical systems characteristics – Optical Fiber Cables-Test Methods for Installed Single-Mode Optical Fiber Cable Links
ITU-T G.652	SERIES G: Transmission Systems and Media, Digital Systems AND NETWORKS-Transmission Media and Optical Systems Characteristics – Optical Fiber Cables-Characteristics of a Single-Mode Optical Fiber and Cable
ITU-T G. 976 (5/14)	SERIES G Test methods applicable to optical fiber submarine cable systems
NEK TS 606	Cables for offshore installations halogen-free and/or mud resistant Technical Specification
QCVN	Relevant QCVN (Vietnamese) standards
SOLAS	Relevant IMO Safety Of Life At Sea regulation
TCVN	Relevant TCVN (Vietnamese) standards
IEEE	Relevant IEEE Regulations for the Electrical and Electronic Equipment of Mobile and Offshore Installations

The following order of priority shall apply to the various documents, codes and standards mentioned in this specification:

- Standards, Rules and Regulations of Vietnam
- Purchase order and Purchase requisition;
- This Specification
- Project Drawings
- Project Specifications
- International Codes and Standards
- Manufacturer Standards


Compliance with the statutory requirements of the authorities of Vietnam shall be mandatory.

The codes and standards are applied for radio systems are specified above.

3.0 ENGINEERING DESIGN DATA

(Refer MSP8.BK26-002-GE-CS2-DB-001 COMMUNICATION BASIC DESIGN)



	<p style="text-align: center;">BK26 WHP AND CONNECTION TO MSP8 SPECIFICATION FOR TELECOMMUNICATION</p>	MSP8.BK26-002-GE-CS2-SP-002		
		Rev.	0	Page

4.0 SCOPE OF WORK & SCOPE OF SUPPLY

4.1 CONTRACTOR'S SCOPE OF WORK AND RESPONSIBILITIES

Based on project documents provided by PURCHASER, the CONTRACTOR shall be responsible to develop the engineering, manufacturing, fabrication, integration, configuration, testing, calibration, delivery, installation supervision, commissioning support and training for using and operating the Telecommunication devices for MSP8-BK26 complex.

Single Point Responsibility

CONTRACTOR's responsibilities shall include the developed detailed design, system supply, factory testing, delivering to site, and commissioning support of the complete Telecommunication devices and accessories in satisfactory operation in accordance with this specification and attachments.

This shall include provision for engineering (if need), system configuration, all the materials consumables and equipment to complete the work.

CONTRACTOR shall also take full responsibility for licensing, custom clearance, certification, etc.

CONTRACTOR shall have single point responsibility for all aspects of the work. This shall include timely completion, liaison with the PURCHASER, liaison with any SUB-CONTRACTOR of specialized items, coordination of the work, performance guarantee and provision of a Where parts of the system are subcontracted and purchased by CONTRACTOR, these become part of CONTRACTOR'S package and it is CONTRACTOR responsibility to ensure that the complete package complies with all the relevant specifications.

The Telecommunication devices supplied by the CONTRACTOR shall be in accordance with Scope of Supply specified in the specification and appendixes. The CONTRACTOR should draw upon his existing pre-engineered or standard designs to satisfy the functional requirements described herein and the appendices. CONTRACTOR shall complete the sections and marked with compliance and non-compliance.

Telecommunication devices shall also include necessary accessories. All materials and devices furnished shall meet the design and environmental conditions as stated in this specification and shall be new, free of defects and of the quality as specified herein. The CONTRACTOR shall ensure that Telecommunication devices shall be reliable, accurate and designed to meet salt laden, offshore harsh and corrosive environment.

CONTRACTOR to note that the Telecommunication devices and all accessories shall be supplied as complete unit and equipment to meet the functional and operational requirements specified herein and as per the referenced drawings. CONTRACTOR is expected to make optimum use of his standard production range and services to provide the functional requirements as stated in this specification. The supplied Telecommunication devices shall be based on CONTRACTOR standard hardware and software (if any), avoiding any special or customized design for this particular installation.

CONTRACTOR shall provide quality guarantees/warranties for the Telecommunication devices.

All parts/equipment of the system shall be new. No prototypes of any kind are permitted.

CONTRACTOR shall provide all necessary system software with legal license to use by the PURCHASER.


- Engineering

Telecommunication devices/systems shall completely comply with this sub-section. Otherwise, Radio system shall not require the engineering except network systems. Wiring, and configuration and engineering document shall also be required and certified.

Based on the documents and drawings provided, CONTRACTOR shall prepare the total engineering requirements, including proposed and supply hardware and software, as specified in the specification.

CONTRACTOR responsibility shall include checking the drawings provided by the PURCHASER and advising the PURCHASER of any omission or incorrect design, such that the complete system supplied and reconfigured will function reliably and provide trouble-free service throughout the life of the system.



	BK26 WHP AND CONNECTION TO MSP8 SPECIFICATION FOR TELECOMMUNICATION		MSP8.BK26-002-GE-CS2-SP-002	
			Rev.	0

CONTRACTOR shall submit the relevant detailed drawings and wiring diagrams for approval by the PURCHASER before proceeding with the work.

CONTRACTOR shall be responsible for detail engineering to meet requirements and get approval for Radio systems by Third Party International Inspection, Classification Society.

This document and all attached documents do not attempt to detail all CONTRACTOR supplied hardware, software or items of equipment that will be needed for the new proposed system to perform all the functions specified herein. The responsibility for ensuring that the modification be fully operational rests solely with the CONTRACTOR.

CONTRACTOR shall include Engineering, Manufacturing, Testing and Delivery Schedule in the bid document.

Any deviations from the requirements of this Specification, its appendices and the referenced Codes and Standards shall be specifically stated in the bid as consolidated list with reason for each deviation. Deviations referred elsewhere in the bid shall be considered invalid. If no list of deviation is attached, it shall be considered that Contractor confirms compliance to all requirements of the enquiry document

- Project Management and Services

CONTRACTOR shall be responsible to set up a proper project organization consisting of project manager, system engineer, technicians and services.

CONTRACTOR shall provide qualified technical experts for Field Supervision, Commissioning support and start up assistance at offshore site. Contractor shall quote per diem rates.

A weekly work progress report shall be submitted to the PURCHASER indicating the percentage of work completed, portion of work currently in progress and highlighting any constraints that may exist.

CONTRACTOR project management responsibilities shall include but not limited to:

- ✓ Interfacing with the PURCHASER's engineering contractor and fabricators.
- ✓ Co-ordination of the design, engineering, configuration, manufacturing, assembly, testing.
- ✓ Co-ordination and interfacing with other system equipment MANUFACTURER/SUPPLIER.
- ✓ Progress control, including co-ordination of progress control meetings, progress reporting and critical path monitoring.
- ✓ Quality Control.

- Successful Interface with Other Systems


CONTRACTOR shall perform a comprehensive system interface test to ensure all communication links and overall performance of the integrated systems meets the design intent as per PURCHASER's specification. In this event, CONTRACTOR shall provide all necessary facilities and accessories including power supplies, cables, tools, calibrators, test kits etc. for all third party equipment such as to enable a successful Interface test. The cost arising from this test, including any modification shall be borne by CONTRACTOR.

CONTRACTOR shall have responsibility to provide interfacing documents between Network Devices and other systems includes cabinet arrangement and network configuration include new configuration on BK26 devices and reconfiguration on MSP8 devices.

- Functional Design Specification (FDS)

To be provided by CONTRACTOR during bidding and FDS to be written by manufacture or Supplier. The FDS shall define in detail the equipment to be supplied, the layout of the system, a communications block diagram, cabinet layouts, power arrangements, calculations, and any other information necessary to fully define the systems.



	BK26 WHP AND CONNECTION TO MSP8 SPECIFICATION FOR TELECOMMUNICATION		MSP8.BK26-002-GE-CS2-SP-002		
			Rev.	0	Page

4.2 CONTRACTOR'S SCOPE OF SUPPLY

Contractor shall be responsible for providing, but not limited to, the following equipment/devices and all necessary materials, fittings ... for a complete integrated, satisfactorily operating systems. This specification shall include two separate systems, which are:

Radio Devices package:

- ✓ Radio Portable Devices: one (1) completed package;
- ✓ Loose materials and cables for hook-up and connection to pack separately;
- ✓ Spare part for startup and commissioning shall be quoted as optional c/w detailed price;
- ✓ Certificates for devices issued by classification society;
- ✓ Installation, Maintenance & Operating Instructions;
- ✓ Test reports;

Networking Devices package:

- ✓ Phone, Office Network, & Fiber Optical Links devices: one (1) completed package;
- ✓ Fiber cable welding service in fiber panels on both MSP8 and BK26,
- ✓ Loose materials and cables for hook-up and connection to pack separately;
- ✓ Spare part for startup and commissioning shall be quoted as optional c/w detailed price;
- ✓ Engineering documents, included AFC documents where required;
- ✓ Certificates for devices issued by classification society;
- ✓ Equipment, materials and fixing to fulfillment of commission and start-up activities;
- ✓ Installation, Maintenance & Operating Instructions;
- ✓ Test reports;

Equipment/materials to be supplied by Contractor shall be brand new.

4.3 COMPANY'S SCOPE OF WORK

Company will perform the following:

- ✓ Review and approval of Contractor engineering documentations;
- ✓ Installation of equipment and cable tray/ladder, and connection of cables based on the Contractor documentation and under supervision of Contractor where necessary;
- ✓ Installation, termination and test of cables in accordance with CONTRACTOR details and instructions.
- ✓ Support to integrate all radio systems/sub-systems to existing COMPANY'S network.
- ✓ Supervision of commissioning and start up all radio systems;
- ✓ Supply steel support, cable tray/ladder, desk/console, accessories for cable and installation.


5.0 TECHNICAL SPECIFICATION

5.1 GENERAL SPECIFICATION

VENDOR shall meet the general specifications concerning certification, ingress protection, equipment panels and cabinets, and other requirements described and specified in this specification.

Where specified, VENDOR shall ensure that required explosion proof equipment/device shall be conformed to IEC ingress protection (IP) and hazardous area classification protection standards from relevant IEC 60079 series.



	BK26 WHP AND CONNECTION TO MSP8 SPECIFICATION FOR TELECOMMUNICATION	MSP8.BK26-002-GE-CS2-SP-002			
		Rev.	0	Page	13 of 21

The Radio base station, Microwave indoor unit and Network equipment to be installed in E&I Room of BK26 platform shall be able to operate with full load without any degradation under the worst ambient conditions (max. 50 °C) during air-conditioning (HVAC) failure. All existing walkie-talkie devices shall be stowed-away in MSP8 Control Room and get to use when needed.

The VENDOR shall take all necessary precautions to ensure that all equipment delivered in execution of this specification is suitable for transportation, storage and operation under the relevant environmental conditions of the area. Offshore operation shall imply a marine ambient during transportation, storage and exterior use.

5.2 NETWORK DEVICES

The network devices shall comprise:

- Fiber optical link with media converters.
- IP phone & Office Network

Fiber link provide a redundant link with two Fiber Optical cables (FO1 & FO2 cable). Each Fiber Optical Cable shall provide at least 4 SM fiber cores each FO cable for:

- ICSS network (2C – on both FO1&FO2),
- Office network (2C on FO1)
- Spare (2C on FO2).

Fiber link shall provide together with Optical Copper Media Converter on both ends. The link provides a mean of redundant media transmission which are benign real-time systems that are cost-sensitive with grace time <200ms.

Network equipment shall be robust for stable operation on hash working condition in case of failure of air conditioner.

Data bandwidth are estimated as following, it can be changed in Vendor phase with COMPANY approval.

Table 1: MSP8 – BK26 Fiber Link

No.	Application	Core Number		Bandwidth	Note
		FO cable 1	FO cable 2		
1.	Office Switch	Core 3-4	NA	1 Gbps	
2.	Integrated Control Safety System (ICSS)	Core 1-2 (Redundant)		100 Mbps (Estimated)	
3.	Spare	NA	Core 3-4	-	

5.2.1 FIBER OPTICAL LINK

The main communications link from MSP8 to BK26 shall be a single mode multi-core fiber optic cable through a 40m bridge. Fiber transmission mode shall be full duplex on two (2) fiber cores.


The fiber optical cable shall be terminated at wall-mount patch panels BK26 E&I room & MSP8 control room.

The Fiber Optic Topside Cable

The top side cable shall redundant and meet the following requirements:

- Fiber cable IEC 60794
- Fire resistant to IEC-60331.



	<p style="text-align: center;">BK26 WHP AND CONNECTION TO MSP8</p> <p style="text-align: center;">SPECIFICATION FOR TELECOMMUNICATION</p>	MSP8.BK26-002-GE-CS2-SP-002			
		Rev.	0	Page	14 of 21

- Flame retardant to IEC-60332-3.
- Halogen free to IEC-60754-1, 2.
- Smoke density to IEC-61034-1, 2.
- Outer sheaths: halogen free SHF-mud thermoset compound.
- DNV-GL/ABS (or equivalent) Certification for offshore installation.

The Construction of Topside Loose Tube Single Mode Optical Fiber Cable shall comply as following specification:

- Optical Fiber characteristics:

Fiber material	:	Silica (glass)
Fiber mode	:	Single mode
Fiber type /core diameter	:	9/125 um
Operating wavelengths	:	1310/1550 nm
Number of fibers	:	12 at least
Fiber Attributes/ Cable Attributes	:	ITU-T Rec G.652.D

- Cable mechanical characteristics:

Minimum bend radius	:	250 mm
Transient tensile load	:	1.5 kN (IEC 60794-1-2E1)
Nominal operating load	:	500 N (IEC 60794-1-2E1)
Crush resistance,	:	3 kN/cm (IEC 60794-1-2E3)
Impact resistance,	:	20 impacts, 5J (IEC 60794-1-2E4)
Temperature Range	:	0 to > 60 °C

- Construction:

Outer sheaths	:	Mud resistant and halogen-free thermoplastic compound
Armouring	:	Galvanized steel wire braid
Bedding	:	Halogen free and flame retardant thermoplastic compound
Central Strength Element	:	Steel wire or fiber reinforced plastic (FRP).
Fiber Element	:	Loose tube core design with steel strength element

The Fiber Optic Patch Panel

The fiber panels shall be 19" rack mount, 12 Fiber Cores Splice Trays, Adapters, etc... Media converters for 3 fiber links to Gigabit Ethernet ports, c/w LC or SC connector, SPF module (if any) for full duplex Single mode fiber.

The patch panels shall enable the patching of any plant cable pair to any terminal equipment pair. The patch panels shall use standard duplex SC type connectors, with connector insertion loss of 0.5dB or less.

Media Converters Specifications:


- DIN Rail Media Converters
- 10/100/1000Base-T to 100Base-X or 1000Base-X
- Fiber Port (FX) Single mode 9/125, Auto-negotiation for flow control
- Copper Port (TP) Shielded RJ-45 jack, Cat5e or higher UTP cable up to 100m, Auto-negotiation for duplex and flow control
- C/w LC or SC connector, SPF module (if any) for duplex Single mode fiber.

From fiber patch panel, each network links shall be connected to their network by CAT6 cable.

The Fiber Optic Link Attenuation

The maximum attenuation, for the cable plant, (from the patch panel on BK26 to the patch panel on MSP8), for each fiber within the cable, when normalized to a length of 1km at a wave length of 1300nm shall be 0.8dB/km or less and at a wavelength of 1550nm shall be at 0.5dB/km or less.



	<p style="text-align: center;">BK26 WHP AND CONNECTION TO MSP8</p> <p style="text-align: center;">SPECIFICATION FOR TELECOMMUNICATION</p>	MSP8.BK26-002-GE-CS2-SP-002			
		Rev.	0	Page	15 of 21

The Topside Fiber cable VENDOR shall verify the performance of every core of the fiber optic link between BK26 and MSP8, patch panel to patch panel, performing tests as recommended by ITU-T G.650.3. Tests shall include a core-by-core bi-directional OTDR test.

All the tests shall be carried with the VENDOR's approval and shall be witnessed and sign-off by all parties witnessing the tests including the PURCHASER.

5.2.2 Office Network

Office Network shall include office switch and accessories. Office switch provide connections to existing MSP8/VSP office network which provides services of voice to shore via IP-PABX of VSP's offshore network, and office services (such as email, and etc.).

Refer Telecom Overall Block Diagram for more information.

5.2.2.1 Office Switch

The Office switch shall provide fiber interface for connecting via fiber link to existing VSP office network on MSP6 complex platforms. This switch works on layer 2 networking and provide a connection to whole rest VSP offshore network. An IP phone shall be connected to this switch for connection to shore via IP-PABX and satellite communication on VSP Offshore platforms.

For separating form ICSS control network, Office switch shall be terminated to separated Fiber cores with above. It shall meet at a minimum the specification described below:

- 16x 10/100/1000 Mbps autosensing Ethernet ports using RJ45 connection;
- One (1) 1000BASE-T Giga Ethernet ports for uplink
- Support industry standard 802.1Q and ISL trunk;
- Multi-level security features for console access;
- Auto-configuration;
- Hot-swap module;
- Support VLAN and broadcast control using spanning tree protocol;
- Supports SNMP.


5.2.2.2 IP Phone

One (1) set of Cisco Call Manager / Avaya communication Manager compatible, Gig Ethernet IP telephone shall be supplied. The following are the technical requirements of the devices:

Display:	5-inch graphical TFT color display
Wideband Audio:	G.722 codec, adherence to TIA 920, including handset, headset, and speakerphone.
Codec Support:	G.711a, G.711 μ , G.729a, G.729ab, G.722, and iLBC audio compression codecs.
Speakerphone:	Full-duplex speakerphone with acoustic echo cancellation.
Configuration:	IP address assignment or configured through the DHCP client.
Power:	IEEE 802.3af PoE (Class 3), 48VDC.
Signaling Protocols:	Skinny Client Control Protocol (SCCP) and Session Initiation Protocol (SIP).
Operating Temperature:	32 to 104°F (0 to 40°C)
Relative Humidity:	10 to 95% (noncondensing)

Speakerphone includes Speaker On/Off, Microphone Mute, and Headset buttons that are lit when active.



	BK26 WHP AND CONNECTION TO MSP8 SPECIFICATION FOR TELECOMMUNICATION		MSP8.BK26-002-GE-CS2-SP-002	
	Rev.	0	Page	16 of 21

5.3 CABLE

5.3.1 GENERAL

Multicores and coaxial/heliac telecommunication cables shall meet the electrical characteristic requirements appropriate to their application. In addition, the selection of cables shall follow Project Specification for Electrical and Instrument Cable.

All wiring and cabling within cabinets or panels shall be of adequate size and rating, neatly arranged and adequately supported to minimize the risk of mechanical and electrical damage during installation, operation or normal maintenance. Cabling shall be clearly marked and Tagged to Project Tag Coding and Equipment Numbering System to permit easy identification and cross reference to schematics.

Cables shall meet the following requirements:

- Offshore cable (IEC 60092 - 350 and IEC 60092-360).
- Fire resistant to IEC-60331.
- Flame retardant to IEC-60332-3A.
- Halogen free to IEC-60754-1, 2.
- Smoke density to IEC-1034-1, 2.
- Outer sheath: halogen free SHF-mud thermoset compound.
- DNV/ABS (or equivalent) Certification for offshore installation.

Indoor Ethernet CAT6 UTP cables shall comply:

-Power over Ethernet compatible as per IEEE 802.3at.

-RJ45 connector compatibility

-Comply as per ISO/IEC 11801/ TIA-568-C / IEC 61156-5.

-Conductor: Solid conductor 23AWG.

5.4 JUNCTION BOX, TERMINATION, CABLE GLAND and ACCESSORIES

Unless otherwise stated, cable gland shall be provided by Company and to be ½" NPT Ex"d".


(Refer in GENERAL INSTRUMENT SPECIFICATION).

5.5 HAZARDOUS AREA

The hazardous area classification and instrument protection for BK26 platform is given below:

- a) As in relative document, the specified explosion proof electrical equipment (if any) shall be certified for Class 1, Zone 1/2, Gas Group IIA, and Temperature Class T3.
- b) Field instrumentation shall be suitable with hazardous area where they locate.
- c) All junction boxes in hazardous area (if not specified other) shall be Ex'e' type if they meet IEC 60079-7/API 14FZ about ensuring they do not produce arcs, sparks, or excessive temperatures in any conditions, otherwise Ex'd' junction boxes are required.
- d) If a special instrumentation cannot be provided with the above methods of protection, then alternative methods suitable for the classified area and certified by an acceptable Authority may be proposed. The Vendor shall submit a technical report justifying the instrument selection for the Purchaser's consideration.
- e) If any device locates in the hazardous area, CONTRACTOR shall select and design all items associated with flameproof hazardous area equipment (including cables, etc.) to ensure fully compatibility for flameproof requirements. CONTRACTOR shall provide the required documentation.



	<p style="text-align: center;">BK26 WHP AND CONNECTION TO MSP8</p> <p style="text-align: center;">SPECIFICATION FOR TELECOMMUNICATION</p>	<p>MSP8.BK26-002-GE-CS2-SP-002</p>			
		Rev.	0	Page	17 of 21

6.0 ELECTRICAL REQUIREMENTS

The design and installation shall be in accordance with the applicable requirements of international codes and standards, NEC, IEEE regulations and IEC Standards.

A minimum of 20% spare capacity shall be allowed throughout the installation for electrical devices and cables supplied by telecom CONTRACTOR.

7.0 INSPECTION AND TESTING REQUIREMENTS

Inspection and testing shall be carried out at the manufacturer's works and shall be witnessed by COMPANY representative if required.

This Specification outlines the minimum requirement for inspection and testing. CONTRACTOR shall submit full testing procedure for factory testing, integrated test (if any), site testing and acceptance procedures for COMPANY approval.

The COMPANY reserves the right to inspect and witness final test of the radio equipment and associated system as indicated below, before the radio equipment leaves the VENDOR's premises. Prior to COMPANY's inspection, CONTRACTOR/ VENDOR shall carefully inspect, check and test all radio equipment as per projects requirement.

- i. The radio equipment shall be inspected and tested in accordance with the applicable codes and standards. VENDOR shall submit proposed testing procedure for approval.
- ii. The functional test shall include the communication link to other systems where specified. System VENDOR shall provide the necessary equipment to demonstrate full functionality of the communication link.
- iii. Visual inspection will be required for radio equipment confirming that the equipment supplied meets the relevant specifications and design codes.
- iv. All radio equipment where requirement for regulatory compliance is needed shall be provided supporting documentation and shall be available for submittal or review at VENDOR' works.
- v. VENDOR shall be responsible for the provision of all test and calibration equipment, utilities, supplies and the recording of all test results on approved test record sheets.

The testing and acceptance of the systems shall be carried out on the mutually agreed procedures and criteria based on this Specification and VENDOR's standard procedures.

VENDOR shall identify in the project schedule hold points for COMPANY witnessed inspection / test.

If, for any reason, the COMPANY decided to waive any part of the inspection and testing, it remains the responsibility of VENDOR to repair at his expense for any defects found later.

VENDOR shall liaise with other third party system vendors to define a test method for the system interface.

Any item of equipment, including all software, hardware and documentation, found to be unsatisfactory by the COMPANY and any test failure on the systems or sub-system, shall be rectified by the VENDOR, at his own expense, and shall be re-tested to the satisfaction of the COMPANY.


7.1 INSPECTION

All hardware shall be inspected for physically damaged components and general workmanship standards. Particular note should be made of the following:

- Ease of access for maintenance work.
- Seals and paint finish with reference to the final site environmental conditions.
- Wiring and termination workmanship.

Any manufactured part which does not comply with the Specification or which shows defects during inspection will be rejected. When a part of the system is rejected, VENDOR shall be notified in writing.



	<p style="text-align: center;">BK26 WHP AND CONNECTION TO MSP8</p> <p style="text-align: center;">SPECIFICATION FOR TELECOMMUNICATION</p>	MSP8.BK26-002-GE-CS2-SP-002			
		Rev.	0	Page	18 of 21

If any rectification work is required, **VENDOR** shall carry it out at his own expense and without any impact on the scheduled delivery date.

COMPANY shall have the right to request additional inspection and test if required to ensure that the system complies with the relevant codes and standards.

7.2 TESTING FACILITIES

VENDOR shall furnish labour, tools, test/simulation equipment and consumables as needed to perform all tests.

VENDOR shall provide all equipment required to carry out the testing of the systems.

7.3 PREPARATION FOR TESTS

Unless stated otherwise, the following requirements are applicable to all stages of testing.

A full Test Plan and Test Specification shall be submitted by **CONTRACTOR** / **VENDOR** to the **COMPANY** for review/approval prior to scheduled commencement of each test stage.

VENDOR shall notify **COMPANY** of any input data, information of equipment to be supplied by **COMPANY** for each testing stage, prior to the test stage.

The test is a formal, witnessed demonstration of the system performance. The equipment must be thoroughly tested, and the associated documentation fully completed, to the satisfaction of **VENDOR** prior to the formal test.

All test equipment and associated calibration certificates, required to test the system according to the Test Specification, shall be provided by **VENDOR**. Test equipment shall be approved by **COMPANY** as suitable for the purpose, prior to the commencement of testing.

VENDOR shall provide qualified technical staff and the necessary spare parts sufficient to rectify with minimum delay, any faults on the system, which may occur during the test.

Prior to commencement of the test, all components must have their serial numbers recorded, in accordance with the standard maintenance/set-up instructions for the components.

Where necessary, components or sub-systems may be introduced to the system for specific test to demonstrate all available failure codes/modes. These components shall only be inserted into the system for the purpose of the specific test and shall be removed prior to commencement of further tests.

7.4 FACTORY ACCEPTANCE TEST (FAT)

The **FAT** shall be a thorough and complete functional test of the hardware and software of radio system in order to ensure the quality assurances for the system.

Inspection shall be conducted after completion of all work, including equipment burn-in and pre-**FAT** test performed by **VENDOR** as appropriate. **CONTRACTOR** / **VENDOR** shall give **COMPANY** advance notice before the **FAT** is conducted.

VENDOR shall demonstrate the functional integrity of the system hardware and software. No material or equipment shall be transported until all required tests are successfully completed and certified 'Ready for Shipment' by the **COMPANY**.


COMPANY reserves the right to be involved and satisfy himself at each and every stage of inspection. **COMPANY** shall be free to request any specific test on any equipment considered necessary by him although not listed in this Specification.

VENDOR shall note that acceptance of any equipment or the exemption of inspection or testing shall in no way relieve **VENDOR** of the responsibility for delivering the equipment, which meets all the requirements, specified in the Specification.

All tests shall be conducted utilising only equipment that will eventually be shipped to the **COMPANY**. Use of "replacement" units during any part of the **FAT** will not be allowed.

The following test shall be included into the **FAT** as a minimum:



	BK26 WHP AND CONNECTION TO MSP8 SPECIFICATION FOR TELECOMMUNICATION		MSP8.BK26-002-GE-CS2-SP-002	
			Rev.	0

- Power Supply tests.
- Functional tests.
- All communication interfaces.
- Electrical noise immunity.
- Radio Frequency Interference.
- Earthing tests.

All drawings and manuals shall be made available and checked for their completeness and also up-to-date.

The Testing Procedure shall be prepared and submitted by CONTRACTOR to be reviewed and approved by COMPANY prior to FAT.

7.5 SITE ACCEPTANCE TEST (SAT)

CONTRACTOR / VENDOR shall conduct SAT at the fabrication yard and offshore. This shall repeat a proportion of the tests carried out during the FAT to the satisfaction of COMPANY / CONTRACTOR's representatives. The portion of tests to be carried out shall be at the discretion of the COMPANY / CONTRACTOR representatives at the time of the SAT and shall be minimum 10% of all radio field devices. Should there be any errors; VENDOR shall re-test all the loops without additional cost.

VENDOR shall be responsible for and shall provide the technical manpower necessary for the supervision of the tie-in connections of the power cables for the system equipment, communication link cables and the system cables to the cabinets. All incoming field cables to the cabinets (i.e. on the field side of the terminal blocks) will be terminated by others. However, VENDOR shall be responsible for the supply of special tools and all wiring (i.e. supply, install and terminate) within the systems equipment.

VENDOR shall provide test kit to allow complete testing of the systems.

VENDOR shall be responsible for the correct installation and hook-up of the complete equipment. VENDOR shall then load the system and application software and shall demonstrate the system functionality to verify system conformance with the Specification to the satisfaction of COMPANY.

During SAT at offshore, COMPANY shall reserve the right to instruct VENDOR to carry out a repeat of any or all of the tests performed during FAT.

The Testing Procedure shall be prepared and submitted by CONTRACTOR to be reviewed and approved by COMPANY prior to FAT.

8.0 SPARE PARTS AND SPECIAL TOOLS

8.1 SPARE PARTS

Pre-commissioning / Commissioning spares AS REQUIRED shall be supplied by the CONTRACTOR / VENDOR. A list of pre-commissioning / commissioning spares considered for each package to be submitted to COMPANY for review.

CONTRACTOR / VENDOR shall also supply a list of 2 year's operational spares with full model / part numbers for COMPANY's review and purchase separately.


8.2 SPECIAL TOOLS

The CONTRACTOR / VENDOR shall supply one set of all special tools where required for installation and maintenance of the radio system provided.

9.0 TRAINING/ USING INSTRUCTION

CONTRACTOR/VENDOR shall provide an instructor to conduct operator on-site training/using instruction offshore before the start-up of platform operations. The training will be specific to the radio System.



	BK26 WHP AND CONNECTION TO MSP8 SPECIFICATION FOR TELECOMMUNICATION		MSP8.BK26-002-GE-CS2-SP-002	
			Rev.	0

10.0 PACKING AND SHIPPING

VENDOR shall be responsible for packing and protection of all the supplied equipment adequately for shipment to the job site in accordance with the Purchase Order and Specification. All crating and boxes shall be clearly labelled on three sides with description and equipment numbers. VENDOR shall prepare detail packing list by box and crate number.

The radio system shall be properly protected from damage during sea freight. Each item shall be clearly identified with COMPANY's Name, COMPANY's Order Number, Project Name and Equipment Tag Number prior to shipment.

VENDOR shall be responsible for the proper protection and the timely and correct delivery of all equipment to the location specified in the purchase order.

During preparation for shipment, the following factors shall be considered:

No equipment or materials shall be released for shipment without approval of the COMPANY / CONTRACTOR and/or his inspection representative.

All relays, connectors and interconnecting wires shall be secured by cable ties or tapes to prevent loosening due to vibration during shipment and transportation.

All equipment and materials shall be properly crated to prevent damage during transportation, handling and shipment. The preparation for shipment shall be subjected to the approval of the Inspector.

VENDOR shall wrap and tag all small items being shipped loose. All items shall be properly tagged with the tag containing the Item Tag Number, Company Order Number, service and other relevant details.

VENDOR shall provide notice to the COMPANY / CONTRACTOR prior to delivery.

11.0 PERFORMANCE GUARANTEE

VENDOR shall be fully responsible for the manufacture in respect of proper design, quality, workmanship and operation of all the equipment, accessories, etc. including supplied by his sub-suppliers. This includes both hardware and software.

It shall be obligatory on the part of VENDOR to modify and/or replace any hardware and modify the operating, application and diagnostic software free of cost, in case any malfunction is revealed even during on-line operation after taking over, within the warranty period.

The radio system shall be guaranteed against malfunction, partial or complete failure resulting from or attributed to the following:


- Sub-standard components and materials.
- Incorrectly rated components and materials.
- Sub-standard workmanship, including but not limited to sub-standard design, construction, alignment and setting-up.
- Adjustments carried strictly in accordance with VENDOR's manuals or written instructions where those manuals of instructions are in error.

VENDOR shall assume full responsibility for his sub-suppliers of equipment and ancillaries supplied under this Specification i.e. individual equipment warranty, etc. are not to be signed over to the COMPANY but will remain that of the equipment package VENDOR.

If poor performance occurs or defects are found during the warranty period, VENDOR shall make all necessary alterations, repairs and replacements, including shipment of parts and mobilization of assistance, free of charge.

VENDOR is to provide a list of parts and state for each the replacement time and repair turnaround time under warranty.



	BK26 WHP AND CONNECTION TO MSP8 SPECIFICATION FOR TELECOMMUNICATION		MSP8.BK26-002-GE-CS2-SP-002	
	Rev.	0	Page	21 of 21

12.0 QUALITY ASSURANCE

VENDOR shall operate a quality system satisfying the applicable provision of ISO 9000 (series) or agreed equivalent standard, commensurate with the goods and services provided.

The format and outline content of the quality plan shall be agreed between VENDOR and COMPANY / CONTRACTOR, prior to order placement. Detailed quality plan, the scope of testing and hold points shall be mutually agreed between the COMPANY / CONTRACTOR and VENDOR during the technical discussion following the bid submission.

A quality manual, procedures and quality plans shall be submitted for review and approval prior to commencement of the work.

VENDOR shall maintain an effective system for quality assurance and quality control, planned and developed in conjunction with all manufacturing and application functions necessary to meet the requirements of the Purchase Order and Specification.

The requirements shall be met by the established and implementation of procedures and Quality Plan which shall ensure the acceptable services are presented to the COMPANY / CONTRACTOR.

The Quality Plan shall demonstrate both recognition of the quality requirements of the Purchase Order and an organised approach to satisfy these requirements.

The Quality Plan shall ensure that quality requirements are determined prior to commencement of the works and subsequently satisfied throughout all phases of application.

COMPANY / CONTRACTOR reserves the right to carry out Quality and Technical Review at both the VENDOR and his sub-vendor works, as applicable.

13.0 CERTIFICATION REQUIREMENTS

All purchased equipment should be as a whole certificated by a classification society (Lloyd's Register, DNV, BV, VR) for offshore platforms installation.

CONTRACTOR at his charge shall be responsible for obtaining necessary approval and certification from a third party (DNV, Lloyd's Register, BV, VR) inspection for Telecommunication devices.

The CONTRACTOR shall also obtain certificate for engineering document package from recognized Certifying Agent (DNV, ABS, BV, LR, VR).

The CONTRACTOR shall obtain certificates for main materials/devices.

Depend on different properties of Telecommunication devices, different type of certificates shall be provided. The CONTRACTOR shall obtain following certificates which specified separately for each systems as follows:

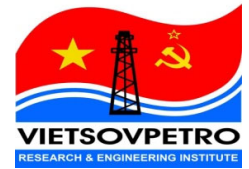
- Certificate of compliance
- Certificate of origin
- Test certificate (if any)
- Type certificate
- Explosion Certificates

Where necessary, in order to approve for operation, the Contractor shall also obtain the Type Approval Certificates for devices and equipment as per Vietnam Ministry of Information and Communication.





**RESEARCH AND ENGINEERING INSTITUTE
FOR OFFSHORE OIL AND GAS**



PROJECT NAME : BK26 WHP AND CONNECTION TO MSP8
DOCUMENT TITLE : COMMUNICATION BASIC DESIGN
DOCUMENT NO. : MSP8.BK26-002-GE-CS2-DB-001
PHASE : DETAILED ENGINEERING

0	IFA	30.06.25			
REV.	DES.	DATE	PREPARED: N.Q.NAM	CHECKED: N.Q.NAM	DEPT.MGR: GEN

CONTROLLED

DC: V.T.MO

ENG.MGR: N.N. TIEP

PRO. MGR: T.D.HAI





TABLE OF CONTENTS

<u>1.</u>	<u>GENERAL</u>	4
<u>1.1.</u>	<u>INTRODUCTION</u>	4
<u>1.1.</u>	<u>Purpose of document</u>	4
<u>1.2.</u>	<u>LANGUAGE</u>	4
<u>1.2.</u>	<u>Definition of Terms</u>	5
<u>1.3.</u>	<u>Abbreviations</u>	6
<u>2.</u>	<u>REFERENCES, CODES & STANDARDS</u>	7
<u>2.1.</u>	<u>General</u>	7
<u>2.2.</u>	<u>REFERENCE DOCUMENTS</u>	8
<u>2.3.</u>	<u>International Codes & Standards</u>	8
<u>3.</u>	<u>ENGINEERING DESIGN DATA</u>	9
<u>3.1.</u>	<u>Environmental conditions</u>	9
<u>3.2.</u>	<u>Design Life</u>	10
<u>3.3.</u>	<u>WEATHER PROTECTION</u>	10
<u>3.4.</u>	<u>EARTHING</u>	10
<u>3.5.</u>	<u>ELECTRICAL REQUIREMENTS</u>	10
<u>3.6.</u>	<u>Hazardous Area Classification</u>	11
<u>3.7.</u>	<u>Nameplates</u>	11
<u>4.</u>	<u>GENERAL DESIGN BASIC DESCRIPTIONS</u>	11
<u>4.1.</u>	<u>Wireless broadband/ Microwave radio systems & network system</u>	12
<u>4.2.</u>	<u>RADIO FACILITIES</u>	12
<u>4.3.</u>	<u>PA/GA SYSTEM</u>	13
<u>5.</u>	<u>CABLING SYSTEM</u>	14
<u>5.1.</u>	<u>GENERAL</u>	14
<u>5.2.</u>	<u>Cable routing</u>	14
<u>5.3.</u>	<u>LAN and Related Applications</u>	15
<u>5.4.</u>	<u>RF Cables</u>	15
<u>5.5.</u>	<u>Other Cables</u>	15



1 GENERAL

1.1 INTRODUCTION

BK-26 Wellhead Platform belongs to Vietsovpetro JV. It will be located in Block 09-1, White Tiger oil field, offshore the Socialist Republic of Vietnam.

BK-26 is connected with MSP-8 by a linking bridge. BK-26 is an unmanned platform with 09 slots (03 slots for spare) and will be remotely controlled from the platform MSP-8.

There will be 09 production wells on BK-26 (02 well will be converted into water injection well in the future as planned) and may be additional 03 wells in the future.

Based on the criterion of the need for production and maximize the return on investment, BK-26 will be considered to have the minimum facilities. The full well stream of BK-26 will be gathered together with the produced fluid of MSP-8 and transferred to CPP-3.

The scope of this project is detail engineering design for BK-26 WHP, Linking Bridge and MSP-8 modification.

Location of BK-26 and related platforms is shown in the figure 1 as below.

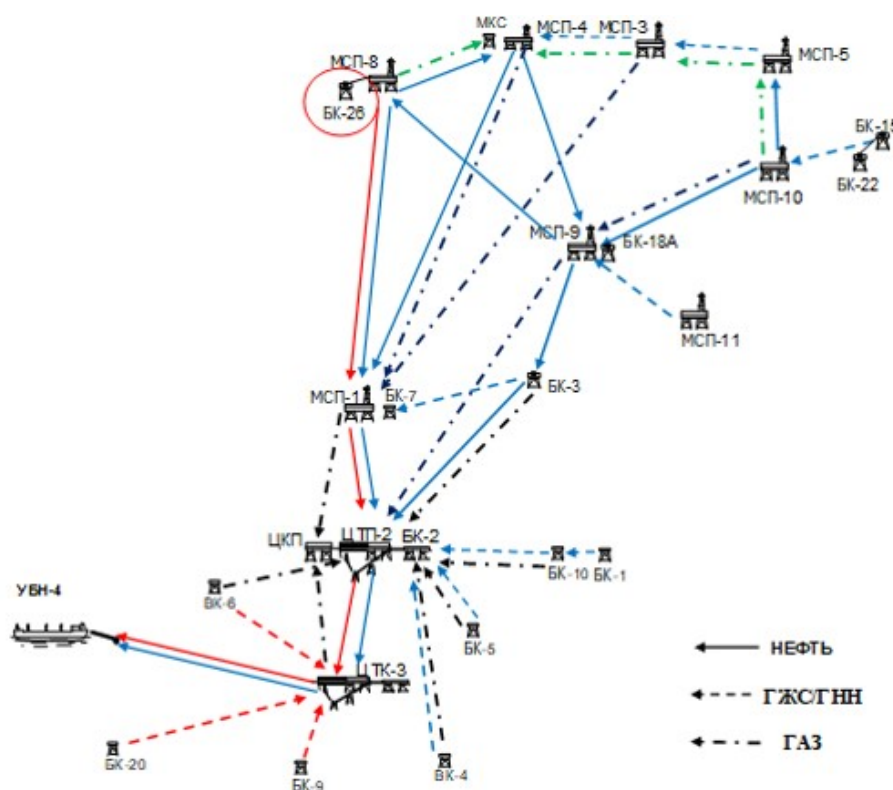


Figure 1: Location of BK-26 and related platforms

1.2 PURPOSE OF DOCUMENT

This document defines the BK26 platform's communication design basis. It also describes the overall requirements for communication, for interfaces with other systems.

1.3 LANGUAGE

The English Language shall be used in all the project drawings, specifications, calculations, datasheets and reports. The English and Russian Languages could be used in the project communications, correspondences and progress reports.

The Russian, Vietnamese and/or English Languages should be accepted for Cost Estimate Document





1.4 DEFINITION OF TERMS

Within this document the following definitions shall apply:

PROJECT	BK26 WHP AND CONNECTION TO MSP8
COMPANY	VIETSOVPETRO JOINT VENTURE [VSP]
ENGINEERING CONTRACTOR	RESEARCH AND ENGINEERING INSTITUTE [REI]
CONTRACTOR	Party which carries out all or part of the design, engineering, procurement, construction and commissioning of the project
VENDOR (or SUPPLIER)	The person, group or organization responsible for the design, manufacture, testing and load-out/shipping, installing of the equipment
SUB-VENDOR	The person, group or organization who may be employed by the Vendor to provide services for the design, manufacture, testing and load-out/shipping, installing of the equipment or to provide materials, sub-components and sub-assemblies for incorporation in the equipment packages
THIRD PARTY	An Independent 3rd Party Certifying Authority appointed by Vendor approved by the Company for certifying specific equipment/equipment packages fabricated at Vendor's shop
INSPECTOR	Company appointed person, group or organization acting in behalf of the Company responsible for inspection and witness testing of equipment/ equipment packages at Vendor's shop
INDEPENDENT VERIFICATION SERVICES	Independent agency contracted by the Company to provide Classification/ Certification services to Field Development Project's facilities from design review to construction & commissioning (start up) in accordance with CA Rules & Regulations, applicable Codes, Standards & Regulations.
CERTIFYING AUTHORITY (CA)	Independent agency contracted by the Company to provide Classification/ Certification services to Field Development Project's facilities from design review to construction & commissioning (start up) in accordance with CA Rules & Regulations, applicable Codes, Standards & Vietnamese Register (VR) Regulations.
May	Indicates possible course of action.
Shall	Indicates mandatory requirements
Should	Indicates preferred course of action.





1.5 ABBREVIATIONS

ABBREVIATION	DESCRIPTION
AC	Alternating Current
AM	Amplitude Modulation
ANSI	American National Standards Institute
ATU	Automatic Tuning Unit
AV	Audio / Video
CCIR	Consultative Committee on International Radio
CCITT	Consultative Committee on International Telegraphy and Telephony
CCR	Central Control Room
CCTV	Closed Circuit Television
CCIT-VSP	Center of Communication & Information Technology – Vietsovetro.
CENELEC	European Committee for Electro-Technical Standardization
COSPAS	Cosmicheskaya Sistyema Poiska Avariynich Sudov – Russian for “Space System for the Search of Vessel in Distress” (operated by NADEZHDA)
CPP	Central Processing Platform
dB	Decibel
dBa	Decibels, weighted sound pressure level
dBm	Decibels relative to 1 mW
dBW	Decibels relative to 1 Watt
DC	Direct Current
DCS	Distributed Control System
DMR	Digital Microwave Radio
DSC	Digital Selective Calling
DSL	Digital Subscriber Line
DTMF	Dual Tone Multi Frequency
EIA	Electronics Industries Association
EMC	Electromagnetic Compatibility
EPIRB	Emergency Position Indicating Radio Beacon
ESD	Emergency Shutdown
FDP	Fixed Drilling Platform
FGS	Fire and Gas System
FM	Frequency Modulation
GMDSS	Global Maritime Distress and Safety System
HF	High Frequency
IAR	Integrated Access Router
ISR	Integrated Services Router
ICAO	International Civil Aviation Organization
IEC	International Electro-Technical Commission
IEEE	Institute of Electrical Electronics Engineers, USA
IMO	International Maritime Organization
INMARSAT	International Maritime Satellite
IS	Intrinsically Safe
ISO	International Organization for Standardization
ITU	International Telecommunication Union
ITU-R	International Telecommunication Union – Radio-communication, (formally CCIR)





ABBREVIATION	DESCRIPTION
ITU-T	International Telecommunication Union – Telecommunication Standardization, (formally CCITT)
kHz	kiloHertz
LAN	Local Area Network
LSZH	Low Smoke Zero Halogen
MCB	Miniature Circuit Breaker
MDR	Modular Drilling Rig
MRP	Media Redundant Protocol
MF	Medium Frequency
MHz	MegaHertz
NAVTEX	Navigational Telex
NDB	Non Directional Beacon
OIM	Offshore Installation Manager
PA/GA	Public Address / General Alarm
PABX	Private Automatic Branch Exchange
PAPA	Prepare To Abandon Platform Alarm
PC	Personal Computer
PMP	Point Multi-Points
PSTN	Public-Switched Telephone Network
PTT	Push To Talk
PTP	Point To Point
RCU	Remote Control Unit
RF	Radio Frequency
PRP	Parallel Redundant Protocol
SARSAT	Search And Rescue Satellite-Aided Tracking (operated by NOAA)
SART	Search and Rescue Radar Transponder
SI	Standards International
SINAD	Signal, Noise and Distortion
SNMP	Simple Network Management Protocol
SOLAS	Safety Of Life At Sea
SSB	Single Side Band
TIA	Telecommunications Industry Association, closely affiliated with EIA for cabling standards
UHF	Ultra High Frequency
UKOOA	United Kingdom Offshore Operators Association
UPS	Uninterruptible Power Supply
VHF	Very High Frequency
VOX	Voice Operated
VLAN	Virtual Local Area Network
VSAT	Very Small Aperture Terminal
VSWR	Voltage Standing Wave Ratio
WAN	Wide Area Network

2 REFERENCES, CODES & STANDARDS

2.1 GENERAL

In general, the Communication systems shall be designed to conform with, but not limited to the latest editions of the following industry standards, codes, professional documents, regulations and project documents.



	<p align="center">BK26 WHP AND CONNECTION TO MSP8 COMMUNICATION BASIC DESIGN</p>	<p align="center">MSP8.BK26-002-GE-CS2-DB-001</p>			
		Rev.	0	Page	8 of 15

The following order of priority shall apply to the various documents, codes and standards mentioned in this specification:

- International Codes and Standards
- Standards, Rules and Regulations of Vietnam
- This Specification
- Reference Drawings
- Reference Specifications
- Manufacturer Standards

Compliance with the statutory requirements of the authorities of Vietnam shall be mandatory.

2.2 REFERENCE DOCUMENTS

The project documents referred to are listed as followed:

DRAWING/DOCUMENT NO.	TITLES
MSP8.BK26-002-GE-CS2-DW-001	Telecom & PAGA Overall Block Diagram
MSP8.BK26-002-GE-CS2-DW-002	PAGA SINGLE LINE DIAGRAM
MSP8.BK26-002-GE-CS2-DW-003	TELECOM SINGLE LINE DIAGRAM
MSP8.BK26-002-GE -IA2-DB-001	INSTRUMENT BASIS OF DESIGN

The existing MSP8 PAGA system documents referred to are listed as followed:

DRAWING/DOCUMENT NO.	TITLES
APPENDIX-A	Block Diagram for PA/GA System
APPENDIX-B	General Arrangement of PA/GA System

2.3 INTERNATIONAL CODES & STANDARDS

CODE / STANDARD	DESCRIPTION
ANSI/TIA/EIA-568B	Commercial Building Telecommunications Cabling Standard
API RP 14FZ	Recommended Practice for Design and Installation of Electrical Systems for offshore Production Platforms
API RP 505	Recommended Practice for Classification of Locations for Electrical Installations at Petroleum Facilities Classified as Class 1, Zone 0, Zone 1 and Zone 2
DNVGL-OS-A101	Safety Principles and Arrangements
DNVGL-OS-D201	Electrical Installations.
DNVGL-OS-D202	Automation, Safety and Telecommunication Systems
GMDSS	Relevant Global Maritime Distress and Safety System Regulations
ICAO Annex 10	Aeronautical Telecommunications (International Civil Aviation Organization)
IEC 61892 series	Mobile and Fixed Offshore Units – Electrical Installation
IEC 61034	Low Smoke Emissions. Measurement of smoke density of cables burning under defined conditions - Part 2: Test procedure and requirements
IEC 60754	Zero Halogen Emissions. Test on gases evolved during combustion of materials from cables - Part 1: Determination of the amount of halogen acid gas
IEC 60079 series	Explosive Atmosphere





IEC 60529	Classification of Degree of Protection provided by enclosures (IP Code)
IEC 60092 series	Electrical Installation in Ships
IEC 60331	Tests on Electric Cables under Fire Conditions: Fire resistance Characteristic of Cable
IEC 60332	Tests on Electric Cables under Fire Conditions: Fire retardant Characteristic of Cable
IEC 61000 series	Electro Magnetic Compatibility (EMC)
IEC 60945	Maritime navigation and radio communication equipment and systems - General requirements – Methods of testing and required test results
IEC 60533	Electrical and electronic installations in ships – Electromagnetic compatibility
IMO MODU	The Code for the Construction and Equipment of Mobile Offshore Drilling Units (MODU Code).
ITU-R	Relevant ITU-R standards
ITU-T	Relevant ITU-T standards
NEK TS 606	Cables for offshore installations halogen-free and/or mud resistant Technical Specification
QCVN	Relevant QCVN (Vietnamese) standards
SOLAS	Relevant IMO Safety Of Life At Sea regulation
TCVN	Relevant TCVN (Vietnamese) standards
IEEE	Relevant IEEE Regulations for the Electrical and Electronic Equipment of Mobile and Offshore Installations

3 ENGINEERING DESIGN DATA

3.1 ENVIRONMENTAL CONDITIONS

3.1.1 Outdoor conditions:

All Instrument and Control equipment shall be suitable for operation on offshore platform. The equipment shall be suitable for continuous and short time duty, in the environmental conditions prevailing at site.

The environmental and climatic data are summarized below:

Atmosphere:	Offshore, salt laden, marine air condition, expose to monsoon storm and winter depression
Ambient Temperature:	39°C (Max) 21°C (Min)
Relative Humidity:	98% (max) 62% (min)
Wind Velocity:	18.8 m/s
Rainfall:	50 mm/hr
Seismic:	5 Richter

3.1.2 Indoor Air-conditioner conditions:

Instruments located in indoor equipment rooms, which will normally be air-conditioned (AC) environments.

These areas shall be subject to the following conditions:

- Ambient Air Temperature: 21 - 24 °C
- Relative Humidity: 45 - 55%





The equipment shall be able to operate correctly under conditions of air-conditioning failure, when the ambient conditions may rise to 50°C and 100% RH.

3.2 DESIGN LIFE

All new equipment shall be designed for a service life of 15 years and shall have minimum 2 years proven in used in offshore environment condition.

3.3 WEATHER PROTECTION

3.3.1 Ingress protection

Ingress protection for devices / equipment shall be in accordance with IEC 60529 and as follows:

- Minimum IP 56 for outdoor installations
- Minimum IP 44 for installations inside enclosed rooms without air-conditioner
- Minimum IP 22 for installations inside enclosed rooms with air-conditioner

3.3.2 Painting

All field instruments housing of carbon steel, frame works and supports shall be painted to suit the environmental conditions (Sec. 3.2).

Stainless steel instruments/equipment shall not be painted.

3.3.3 Tropicalization

All field mounted electrical/electronic instruments/equipment shall be tropicalized in accordance with manufacturer's standard procedure. All electronic printed circuit boards shall be conformal coated or equal, to protect against humidity, corrosion and heat (i.e. tropical ambience).

3.4 EARTHING

There are 2 type of earth in platform:

- Instrument Earth: Telecom devices/cabinet termination; earth bar... shall be connected to.
- Protective Earth: Devices housing, enclosure shall be connected to.

All panels, junction boxes, frames, etc. shall be equipped with 10 mm diameter earth studs and all metal work shall be earth bonded. All outdoor equipment shall have external earth studs.

All Instrument signal cable screens shall be earthed at one point only. This shall be at the equipment panels. All screens shall be continued through junction boxes and insulated from earth at the field side.

Cable armours shall be earthed at both ends with continuity through junction boxes.

All electronics field instrument housings shall be separately grounded by connecting the external studs to the platform ground.

For Offshore all the earth points converge to a single earthing boss, however the safety and Instrument earths will remain segregated at the enclosure end.

In general, the IEEE guidelines as per IEEE std. 1050 and IEC 61000-5-2 may be followed.

Earthing cables used shall be stranded Cu and EPR insulated, 600/1000 Volt grade to BS 6883 and shall have green / yellow colored outer sheaths.

3.5 ELECTRICAL REQUIREMENTS

The design and installation shall be in accordance with the applicable requirements of international codes and standards, NEC, IEEE regulations and IEC Standards.

A minimum of 20% spare capacity shall be allowed throughout the installation for electrical devices and cables supplied by telecom VENDOR.






3.6 HAZARDOUS AREA CLASSIFICATION



Hazardous areas shall be classified according to API RP 505, and equipment specified accordingly. Sensors and actuating devices outside rooms shall be certified for operation in a Class 1, Zone 2 Group IIA T3 hazardous area as minimum.

All equipment for use in hazardous areas shall be certified by reputable bodies such as ATEX, PTB, CENELEC, BASEEFA, FM, UL, CSA...

Equipment shall utilize the methods of protection listed below:

- Signaling lamps - Explosion proof/flameproof Ex 'd'
- Junction boxes and enclosures for Non-Intrinsically Safe Circuits–Explosion proof/flameproof Ex 'e' if it's internal components not producer arc or sparks, comply with API RP14F, otherwise Ex'd' shall be required.
- Emergency Push Button - Explosion proof/flameproof Ex 'd'
- Horn – Explosion proof/flameproof Ex'd' or Ex'de'.
- Beacon – Explosion proof/flameproof Ex'd' or Ex'de'.
- Cable Gland – Explosion proof/flameproof Ex 'd'.

All instrument equipment to be installed in a hazardous area meets all the relevant requirements of the ATEX Directive and shall have the  symbol clearly fixed to indicate compliance.

If they meet other requirement of UL, CSA (North America)..., the  ;  or relevant symbols shall be provided to indicate compliance.

3.7 NAMEPLATES

Refer to Specification No. "MSP8.BK26-002-GE-IA2-SP-003 GENERAL INSTRUMENT SPECIFICATION".

4 GENERAL DESIGN BASIC DESCRIPTIONS

Due to BK26 connects via bridge to existing MSP8 platform with complete offshore communication systems, almost communication system for BK26 shall be shared or extended by these existing systems.

The level and type of equipment provided should confirm to GMDSS, SOLAS convention concerning radio communications and to the codes for the construction and equipment of MODU's.

The Telecommunication facilities may be grouped and prioritized as follows:

- Operation in global maritime distress and safety system (GMDSS) shared by MSP8.
- Effective communication with process facilities within the field area with shared devices of MSP8.
- Effective communication with support vessels in the platform area with shared devices of MSP8.
- Telephone/facsimile communication with JV Vietsovpetro on-shore facilities via a satellite communication station located on the Center Processing Platform CPP-2 extended MSP8 system.
- Effective communication for BK26 personnel via portable station (walkie-talkie), PA system etc... extended MSP8 system.
- Announcing/notifying all personnel in normal activities and in case of an emergency extended MSP8 system.





Communication with helicopters (VHF-AM radio system) for BK26 due to its direct connecting to MSP8 via bridge.

Above required functions shall be separated into following facilities and systems:

- Wireless broadband/ Microwave radio systems – existing on MSP8.
- Network system – Extended BK26 devices from existing system on MSP8.
- Radio system – existing on MSP8.
- Public address and general alarm (PA/GA) system – extended to BK26 from existing MSP8 PAGA system.
- Telephone system – extended telephone to BK26 from existing system on MSP8.

Quantity and characteristics of internal and external communication facilities and of annunciation system meet requirements of registers as the DNV-GL, LR, ABS, BV.

4.1 WIRELESS BROADBAND/ MICROWAVE RADIO SYSTEMS & NETWORK SYSTEM

Existing VSP offshore network includes microwave links and network switches located in platforms. MSP8 is a key node in this network, MSP8 provides 2 redundant switches and 2 microwave links to close this VSP network loops for redundant network configuration.

MSP8 network devices provide services for SCADA, Office Network, Voice/Telephone and etc. which are connected to differ systems separately via this VSP offshore network.

Existing MSP8 network facilities are also provided above capacity to the new BK26 platform with extending devices on BK26 and topside Fiber Optical.

Refer MSP8.BK26-002-GE-CS2-DW-001 Telecom & PAGA Overall Block Diagram for detail.

4.2 FIBER OPTIC CABLING

The main communications link from BK26 to MSP8 shall be a topside fibre optic cable, approximately 200 m long. The topside fibre optic cables connect from Telecom & PAGA cabinet in EIR BK26 to existing cabinet in Radio Room MSP8. FO link shall be in redundant configuration and provide services for Voice (IP telephone), ICSS, Office network.

FO links include media converters from fiber optical to Gigabit Ethernet port connected to the existing network devices.

All cores of the submarine fibre optic cable shall be extended through the topside cable and terminated to the patch panel. The FO cable shall have at least 8 cores. The cores shall be arranged in pairs in a logical manner grouping each fibre bundle together.

The patch panels shall enable the patching of any plant cable pair to any terminal equipment pair. The patch panels shall use standard duplex SC type connectors, with connector insertion loss of 0.5dB or less.

The topside fibre optic cable is specified in the MSP8.BK26-002-GE-CS2-SP-002 SPECIFICATION FOR TELECOMMUNICATION

The fiber panels in cabinets shall be 19" rack-mounting units with front panel access providing a connection for all fibre cores to their associated terminal equipment.

4.3 RADIO FACILITIES

4.3.1 GMDSS FACILITIES

Radio communication facilities for sea area A2 have installed onboard the MSP8 (MSP8 & BK26 connect via bridge) to function as part of the GMDSS and ensure effective communication with supply





vessels and MSP8. Existing GMDSS facilities are located in the MSP8's radio room to cover BK26 requirements.

4.3.2 VHF Marine radio portables

VHF-FM shall be complete with Intrinsically Safe (IS) VHF-FM portables (Walkie-Talkies).

VHF-FM portables shall be capable communications with ships/supply boats within the vicinity of MSP8/BK26 platform.

Portable VHF, duplex communication - Intrinsically Safe equipment:

For life-saving use, two-way VHF-FM radiophone shall be provided to be stowed away on BK26 platform for life rafts use. VENDOR shall also free issue the two-way VHF-FM Radiophones to survival craft supplier to be kept in the survival crafts.

This equipment is designed and manufactured for two-way communication between life rafts/ survival crafts, between life rafts/ survival crafts and main ship, and between main ship and a rescue boat in accordance with the Safety of Life at Sea (SOLAS) convention.

4.3.3 UHF-FM PORTABLES

UHF-FM Intrinsically Safe portable transceivers (Walkie-Talkies) shall be provided for use in all operational areas and on all internal areas of MSP8/BK26 platform. The portables shall be equipped with carrying cases, belt loop feature, and extended speakers/microphone to permit semi-hands-free operation, spare batteries and multi-way rapid battery chargers.

The BK26 is equipped with portable UHF flameproof radio stations to ensure effective communication for BK26 personnel during inspection of process equipment and performance of repair and preventive maintenance operations.

Radio stations shall capable to operate in 403 - 470 MHz frequency range.

4.4 PA/GA SYSTEM

PA/GA incorporating paging and intercom system is required for safety and operational needs on BK26 & MSP8 platforms. It shall be used for providing routine and emergency announcements and broadcast of audible and visual alarms. PA/GA system shall alert personnel on the platform during emergency such as confirmed Fire and Gas detection, Emergency Shutdown and APS activation via pushbuttons. The configuration must prevent the unexpected APS activation.

BK26 shall be an extension of existing PAGA system on MSP8. Which is a Page-Party Gai-Tronics system. The existing MSP8 PAGA system consists status light controller, distributed amplifiers system for speakers and Page/Party stations for intercom and broadcasting.

BK26 shall provide capability to extend above mentioned modules to provide an extending robust system with below functions designed to be used in harsh industrial environment. The basic system's functions shall include:

- Public Address (PA)
- Warning & Alarming (GA)
- Intercom (two-way communication, conference function, etc.)

BK26 project shall equipped a device to back-up audio & alarm controller in existing PAGA panel in MSP8 control room. In case of failure of this mentioned controller, BK26 PAGA controller will take control of audio & alarm transmitting and switching activities which acting as same as existing functionalities. Other manufacturer which is compatible to existing Gai-Tronics Page/Party System can be proposed for approval. Refer MSP8.BK26-002-GE-CS2-SP-001 PAGA specification and attached existing MSP8 PAGA document for details.

PA/GA system is essential for the safety requirement of the personnel as well as for the smooth operations of the platform. During normal situations, the PA/GA system is used as an operational





system for paging, intercom communication and announcements of operational activities and personnel instructions.

The Existing MSP8 PA/GA system had equipped for interfacing in minimum with Safety Shutdown System (SSD) include FGS & ESD systems. The interfaces to FGS shall enable FGS signals to be extended to PA/GA system to broadcast alarms inclusive enabling PAPA activation signals. Interface to ESD shall be extended to PA/GA system for ESD alarm. All those activations shall be transferred to the extend BK26 PAGA system.

Alarm announcements and audible tones, with zoning options, shall be able to be made from a variety of sources such as PA/GA access stations, intercom and paging sets. Existing PA/GA access stations shall be installed in the Control Room – MSP8. Intercom and paging sets shall be provided at various indoor and outdoor. BK26's decks & two sides on the linking bridge shall also be installed intercom and paging stations.

Emergency alarms level shall be 65 dBA in minimum and 6 dBA above the maximum background noise level. In the areas where the noise level exceeds 85 dBA, visual alarms in the form of strobe lights shall be used to supplement the audible alarms. The strobe lights shall be automatically activated by the broadcast. The strobe lights shall be presented for alarm signals. All status light shall follow MSP8 concept.

The system shall be designed to segregate such that no failure shall cause the loss of more than 50% coverage of the system (shared operation). The segregation shall be made by diverse speaker loops and flashing beacons cabling which follows separate route for the speakers and flashing beacons. VENDOR shall study and provide the sound pressure level coverage for COMPANY review and approval

The following light and tone signals can be raised from the central of the PA/GA system:

- “Abandon platform” (light is blue, tone is steady horn),
- “Fire Alarm” (light is red, tone is whoop),
- “Emergency Shutdown” (light is red),
- “Gas” (light is yellow, tone is rapid siren).

Emergency signals raised/received from/to PA/GA remote panel located onboard the Self-Elevated Drilling Unit can be received/raised to/from the BK26.

The PAGA system shall share with Telecom System the PAGA/TEL cabinet. PAGA devices are based on standard equipment racks 19 inches 42U with the approximate dimensions 600 x 600 x 1200 mm (W x D x H) with a front door in colour RAL7035 with light status panel for monitoring. The cabinet shall be front door only for both operation and maintenance activities. A plinth of 600 x 600 x 100 mm shall be provided for the cabinet.

5 CABLING SYSTEM

5.1 GENERAL

All cables applied for BK26 and MSP8 platforms shall be offshore cables complied with specific IEC 60092 series or equal. The cable for installation within process area shall be Mud Resistance and compliance to NEK TS 606.

All cable for mandatory system/equipment shall be complied with IEC 60331 or/and IEC 60332, which specified in each detail specification.

5.2 CABLE ROUTING

All cables should be routed on cable ladders or trays. Communication Cables shall be routed on the same cable trays/ladders with Instrumentation Cable.





BK26 WHP AND CONNECTION TO MSP8
COMMUNICATION BASIC DESIGN

MSP8.BK26-002-GE-CS2-DB-001

Rev.	0	Page	15 of 15
------	---	------	----------

Redundant cable systems shall be routed separately as shown in Cable Routing Drawing. Field routing inside rooms in safe locations may be on same cable rack/ladder if this is not in conflict with the redundant coverage of the area.

Cable on MSP8 platform shall route on existing cable tray.

5.3 LAN AND RELATED APPLICATIONS

A CAT6 structured cabling, complying to EIA/TIA 568B and ISO/IEC 11801 2nd Ed. shall be provided on BK26/MSP8 platform for Corporate LAN infrastructure and for ICSS physical connectivity requirements.

Each selected location of the communications outlet shall have a dual RJ45 jack, designated for voice and data communications.

All four (4) pairs of CAT6 cable shall be terminated on to a RJ45 jack conforming to ANSI/TIA/EIA-568B wiring standard. Designations shall be used to differentiate the data/voice ports for each outlet. Where appropriate, outlets shall be located at desk height.

Indoor protection shall be provided using cable trays in locations where high concentration of cables exists.

5.4 RF CABLES

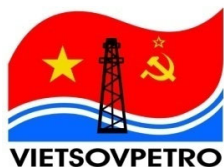
Unless otherwise specified, all RF communications cabling to be used for radio communication equipment shall be 50-Ω, foam-filled Heliax and sized to suit the radio and antenna system parameters. RF cable shall be also met IEC 60332 standard.

5.5 OTHER CABLES

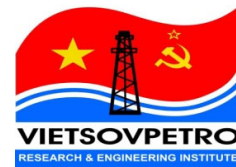
All PA/GA field devices cable, outdoor cables and all telecom UPS power supply cables shall be fire resistance as per IEC 60331.

Outdoor antenna feeders of radio system shall be provided by the equipment VENDOR as system cables and shall be approved by COMPANY.





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PROJECT NAME : BK26 WHP AND CONNECTION TO MSP8

DOCUMENT TITLE : SPEAKER DATASHEETS

DOCUMENT NO. : MSP8.BK26-002-GE-CS2-DS-001

PHASE : DETAILED ENGINEERING

			CONTROLLED		
			DC: V.T.MO	ENG.MGR: N.N. TIEP	PRO. MGR: T.D.HAI
0	IFA	30.06.25			
REV.	DES.	DATE	PREPARED: N.Q.NAM	CHECKED: N.Q.NAM	DEPT.MGR: GEN





BK26 WHP AND CONNECTION TO MSP8
SPEAKER DATASHEETS

MSP8.BK26-002-GE-CS2-DS-001

Rev.	0	Page	3 of 11
------	---	------	---------

INDEX

HAZARDOUS SPEAKERS 25W ZONE 1	4
HAZARDOUS SPEAKERS 25W ZONE 2	5
INDOOR SPEAKERS	6
HAZARDOUS SPEAKER/AMPLIFIER STATION - ZONE 1	7
HAZARDOUS SPEAKER/AMPLIFIER STATION - ZONE 2	8
SPEAKER INDEX	9
SPEAKER STATIONS INDEX	11





HAZARDOUS SPEAKERS 25W Zone 1

GENERAL	1	Tag No.	See index table	
	2	Service	Audio transmits for PAGA system	
	3	Location	Layout Drawing	See index table
	4	Quantity	03	
	5	Area Classification	Zone 1; Gas group IIA, T3	
	6	Certification	ATEX or equivalent	
	7	Ingress Protection	IP56 as minimum	
	8	Equipment Description	Speaker – Process Area	
	9	Explosion Protection	Flame proof Ex"d"/ Ex"d(e)"	
SERVICE	10	Operating Temperature Range	0 °C to 65 °C	
	11	Operating Humidity Range	0% to 95% RH	
DEVICE	12	Wiring Interface	2 x 1.5mm ²	
	13	Enclosure Material	GRP with stainless steel bracket	
	14	Frequency response	~370-8000Hz ±5%	
	15	Sensitivity	118dB SPL at 25W / 1m, 107dB at 1W / 1m	
	16	Dispersion (-5dB) 1kHz	120°	
	17	Rated Power	25W	
	18	Voice Coil Impedance	8 Ohm	
	19	Input	8 Ohm speaker amplifier output	
	20	Enclosure Color	VTA	
	21			
	ACCESSORIES	22	Mounting Type	Surface Mounting
23		Cable Entry	1 x 1/2" NPT	
PURCHASE	24	Manufacturer	VTA	
	25	Model	VTA	

Note:

1. Cable glands, SS 316 tag names and mounting accessories where required shall be provided in conjunction with devices.
2. Speaker is supplied in conjunction with amplifier/handset stations (MSP8.BK26-002-GEN CS2-DS-003 Paging Station Datasheets)
3. Reference to Document MSP8.BK26-002-GE-CS2-SP-001 SPECIFICATION FOR PAGA SYSTEM.
4. This data sheet shall be updated according to final VENDOR data.
5. 2 x 1/2 NPT Cable glands are supplied by VSP.





BK26 WHP AND CONNECTION TO MSP8
SPEAKER DATASHEETS

MSP8.BK26-002-GE-CS2-DS-001

Rev. 0 Page 5 of 11

HAZARDOUS SPEAKERS 25W Zone 2

GENERAL	1	Tag No.	See index table	
	2	Service	Audio transmits for PAGA system	
	3	Location	Layout Drawing	See index table
	4	Quantity	10	
	5	Area Classification	Zone 2; Gas group IIA, T3	
	6	Certification	ATEX or equivalent	
	7	Ingress Protection	IP56 as minimum	
	8	Equipment Description	Speaker – Process Area	
	9	Explosion Protection	Flame proof Ex"d"/ Ex"d(e)"	
SERVICE	10	Operating Temperature Range	0 °C to 65 °C	
	11	Operating Humidity Range	0% to 95% RH	
DEVICE	12	Wiring Interface	2 x 1.5mm ²	
	13	Enclosure Material	GRP with stainless steel bracket	
	14	Frequency response	~370-8000Hz ±5%	
	15	Sensitivity	118dB SPL at 25W / 1m, 107dB at 1W / 1m	
	16	Dispersion (-5dB) 1kHz	120°	
	17	Rated Power	25W	
	18	Voice Coil Impedance	8 Ohm	
	19	Input	8 Ohm speaker amplifier output	
	20	Enclosure Color	VTA	
	21			
	ACCESSORIES	22	Mounting Type	Surface Mounting
23		Cable Entry	1 x 1/2" NPT	
PURCHASE	24	Manufacturer	VTA	
	25	Model	VTA	

Note:

1. Cable glands, SS 316 tag names and mounting accessories where required shall be provided in conjunction with devices.
2. Speaker is supplied in conjunction with amplifier/handset stations (MSP8.BK26-002-GEN CS2-DS-003 Paging Station Datasheets)
3. Reference to Document MSP8.BK26-002-GE-CS2-SP-001 SPECIFICATION FOR PAGA SYSTEM.
4. This data sheet shall be updated according to final VENDOR data.
5. 2 x 1/2 NPT Cable glands are supplied by VSP.
- 6.





BK26 WHP AND CONNECTION TO MSP8
SPEAKER DATASHEETS

MSP8.BK26-002-GE-CS2-DS-001

Rev. 0 Page 6 of 11

INDOOR SPEAKERS

GENERAL	1	Tag No.	See index table	
	2	Service	Audio transmits for PAGA system	
	3	Location	Layout Drawing	See index table
	4	Quantity	03	
	5	Area Classification	Safe Area	
	6	Certification	No	
	7	Ingress Protection	IP22 as minimum	
	8	Equipment Description	Speaker - Indoor Area/ Ceiling or Wall Mount.	
	9	Explosion Protection	No	
SERVICE	10	Operating Temperature Range	0 °C to 50 °C	
	11	Operating Humidity Range	0% to 95% RH	
DEVICE	12	Wiring Interface	2 x 1.5mm ²	
	13	Enclosure Material	ABS with steel bracket.	
	14	Frequency response	~120 - 12000Hz ±5%	
	15	Sensitivity	SPL ~97dB at 6W / 1m, 90dB at 1W / 1m	
	16	Dispersion (-6dB) 1kHz	130°	
	17	Rated Power	6W	
	18	Voice Coil Impedance	8 Ohm	
	19	Input	8 Ohm speaker amplifier output	
	20	Enclosure Color	VTA	
	21			
ACCESSORIES	22	Mounting Type	Wall/Ceiling Mounting	
	23	Cable Entry	1 x 1/2" NPT	
	24	Other	-	
PURCHASE	25	Manufacturer	VTA	
	26	Model	VTA	

Note:

1. Cable glands, SS 316 tag names and mounting accessories where required shall be provided in conjunction with devices.
2. Speaker is supplied in conjunction with amplifier/handset stations (MSP8.BK26-002-GEN CS2-DS-003 Paging Station Datasheets)
3. Reference to Document MSP8.BK26-002-GE-CS2-SP-001 SPECIFICATION FOR PAGA SYSTEM.
4. This data sheet shall be updated according to final VENDOR data.
5. 2 x 1/2 NPT Cable glands are supplied by VSP.





BK26 WHP AND CONNECTION TO MSP8
SPEAKER DATASHEETS

MSP8.BK26-002-GE-CS2-DS-001

Rev. 0 Page 7 of 11

HAZARDOUS SPEAKER/AMPLIFIER STATION - ZONE 1

GENERAL	1	Tag No.	See table below		
	2	Service	PAGA (Outdoor Area), Audio transmits.		
	3	Location	Layout Drawing	See table below	See table below
	4	Quantity	03		
	5	Area Classification	Zone 1 ; Gas group IIA, T3		
	6	Certification	ATEX or equivalent		
	7	Ingress Protection	IP56 as minimum		
	8	Equipment Description	Speaker & amplifier c/w enclosure in outdoor area.		
	9	Quantity	See table below		
	10	Explosion Protection	Flame proof Ex"d"		
SERVICE	11	Operating Temp. Range	0 °C to 70 °C		
	12	Operating Humidity Range	0% to 95% RH *		
SPEAKER AMPLIFIER	13	Input wiring Interface	Note 5		
	14	Power Supply	220 VAC nominal		
	15	Amplifier Output	minimum 25W		
	16	Frequency response	250 - 4000 Hz		
	17	Distortion	1% max. THD @ 1 kHz, 12 watts		
	18	Input impedance	50,000 ohms nominal		
	19	Amplifier sensitivity	0.5 V ac, for rated output		
	20	Volume control	Yes		
ENCLOSURE (for amplifier)	21	Construction/Finish	Glass-reinforced polyester		
	22	Mounting	Surface Mounting		
	23	Connections	Internal screw-type barrier terminal blocks		
	24	Cable Entry	2 x M25 for loop wiring cable + 1 x M20 for speaker cable.		
	25	Other	-		
PURCHASE	26	Manufacturer	Hold		
	27	Model	Hold		

Note:

1. Cable glands, SS 316 tag names and mounting accessories where required shall be provided in conjunction with devices.
2. Stations are supplied in conjunction with speakers in Sheet 3.
3. This datasheet shall be updated according to final VENDOR data.
4. Reference to Document MSP8.BK26-002-GE-CS2-SP-001 SPECIFICATION FOR PAGA SYSTEM.
5. Wiring compatible with System Cable 60038.





BK26 WHP AND CONNECTION TO MSP8
SPEAKER DATASHEETS

MSP8.BK26-002-GE-CS2-DS-001

Rev. 0 Page 8 of 11

HAZARDOUS SPEAKER/AMPLIFIER STATION - ZONE 2

GENERAL	1	Tag No.	See table below		
	2	Service	PAGA (Outdoor Area), Audio transmits.		
	3	Location	Layout Drawing	See table below	See table below
	4	Quantity	06		
	5	Area Classification	Zone 2; Gas group IIA, T3		
	6	Certification	ATEX or equivalent		
	7	Ingress Protection	IP56 as minimum		
	8	Equipment Description	Speaker & amplifier c/w enclosure in outdoor area.		
	9	Quantity	See table below		
	10	Explosion Protection	Flame proof Ex"d"		
SERVICE	11	Operating Temp. Range	0 °C to 70 °C		
	12	Operating Humidity Range	0% to 95% RH *		
SPEAKER AMPLIFIER	13	Input wiring Interface	Note 5		
	14	Power Supply	220 VAC nominal		
	15	Amplifier Output	minimum 25W		
	16	Frequency response	250 - 4000 Hz		
	17	Distortion	1% max. THD @ 1 kHz, 12 watts		
	18	Input impedance	50,000 ohms nominal		
	19	Amplifier sensitivity	0.5 V ac, for rated output		
	20	Volume control	Yes		
ENCLOSURE (for amplifier)	21	Construction/Finish	Glass-reinforced polyester		
	22	Mounting	Surface Mounting		
	23	Connections	Internal screw-type barrier terminal blocks		
	24	Cable Entry	2 x M25 for loop wiring cable + 1 x M20 for speaker cable.		
	25	Other	-		
PURCHASE	26	Manufacturer	Hold		
	27	Model	Hold		

Note:

1. Cable glands, SS 316 tag names and mounting accessories where required shall be provided in conjunction with devices.
2. Stations are supplied in conjunction with speakers in Sheet 3.
3. This datasheet shall be updated according to final VENDOR data.
4. Reference to Document MSP8.BK26-002-GE-CS2-SP-001 SPECIFICATION FOR PAGA SYSTEM.
5. Wiring compatible with System Cable 60038.





SPEAKER INDEX

No.	Tag No.	Layout drawing	Service Area/Location	Type	Area Classification	Note
HAZARDOUS SPEAKERS 25W – Zone 2						
1.	BK26-PA2-SP-01A	MSP8.BK26-002-TS.BK26-CS2-LD-001 SH.2	CELLAR DECK	Hazardous Speaker	Zone 2; Gas group IIA T3	
2.	BK26-PA2-SP-01B	MSP8.BK26-002-TS.BK26-CS2-LD-001 SH.3	MAIN DECK	Hazardous Speaker	Zone 2; Gas group IIA T3	
3.	BK26-PA2-SP-02A	MSP8.BK26-002-TS.BK26-CS2-LD-001 SH.2	CELLAR DECK	Hazardous Speaker	Zone 2; Gas group IIA T3	
4.	BK26-PA2-SP-02B	MSP8.BK26-002-TS.BK26-CS2-LD-001 SH.2	CELLAR DECK	Hazardous Speaker	Zone 2; Gas group IIA T3	
5.	BK26-PA2-SP-03B	MSP8.BK26-002-TS.BK26-CS2-LD-001 SH.2	CELLAR DECK	Hazardous Speaker	Zone 2; Gas group IIA T3	
6.	BK26-PA2-SP-05B	MSP8.BK26-002-TS.BK26-CS2-LD-001 SH.4	MAIN DECK	Hazardous Speaker	Zone 2; Gas group IIA T3	
7.	BK26-PA2-SP-06A	MSP8.BK26-002-TS.BK26-CS2-LD-001 SH.4	MAIN DECK	Hazardous Speaker	Zone 2; Gas group IIA T3	
8.	BK26-PA2-SP-06B	MSP8.BK26-002-TS.BK26-CS2-LD-001 SH.4	MAIN DECK	Hazardous Speaker	Zone 2; Gas group IIA T3	
9.	BK26-PA2-SP-07A	MSP8.BK26-002-TS.BK26-CS2-LD-001 SH.3	CELLAR DECK	Hazardous Speaker	Zone 2; Gas group IIA T3	
10.	BK26-PA2-SP-07B	MSP8.BK26-002-TS.BK26-CS2-LD-001 SH.3	CELLAR DECK	Hazardous Speaker	Zone 2; Gas group IIA T3	
HAZARDOUS SPEAKERS 25W – Zone 1						
1.	BK26-PA2-SP-03A	MSP8.BK26-002-TS.BK26-CS2-LD-001 SH.2	CELLAR DECK	Hazardous Speaker	Zone 1 ; Gas group IIA T3	
2.	BK26-PA2-SP-05A	MSP8.BK26-002-TS.BK26-CS2-LD-001 SH.4	MAIN DECK	Hazardous Speaker	Zone 1 ; Gas group IIA T3	





BK26 WHP AND CONNECTION TO MSP8
SPEAKER DATASHEETS

MSP8.BK26-002-GE-CS2-DS-001

Rev. 0 Page 10 of 11

No.	Tag No.	Layout drawing	Service Area/Location	Type	Area Classification	Note
3.	BK26-PA2-SP-JK	MSP8.BK26-002-TS.BK26-CS2-LD-001 SH.4	JACK-UP RIG	Speaker/ Amplifier Station	Zone 1; Gas group IIA T3	Stored on BK26
INDOOR SPEAKERS						
4.	BK26-PA2-SP-08	MSP8.BK26-002-TS.BK26-CS2-LD-001 SH.2	MAIN DECK - CRANE CABIN	Indoor Speaker	N/A	
5.	BK26-PA2-SP-04A	MSP8.BK26-002-TS.BK26-CS2-LD-001 SH.2	CELLAR DECK - E&I ROOM	Indoor Speaker	N/A	
6.	BK26-PA2-SP-04B	MSP8.BK26-002-TS.BK26-CS2-LD-001 SH.2	CELLAR DECK - E&I ROOM	Indoor Speaker	N/A	

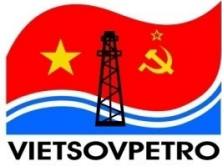




SPEAKER/AMPLIFIER STATIONS INDEX

No.	Tag No.	Layout drawing	Service Area/Location	Type	Area Classification	Note
HAZARDOUS STATION - ZONE 2						
1.	BK26-PA2-AM-01B	MSP8.BK26-002-TS.BK26-CS2-LD-001 SH.3	MAIN DECK	Speaker/ Amplifier Station	Zone 2; Gas group IIA T3	
2.	BK26-PA2-AM-02A	MSP8.BK26-002-TS.BK26-CS2-LD-001 SH.2	CELLAR DECK	Speaker/ Amplifier Station	Zone 2; Gas group IIA T3	
3.	BK26-PA2-AM-03B	MSP8.BK26-002-TS.BK26-CS2-LD-001 SH.2	CELLAR DECK	Speaker/ Amplifier Station	Zone 2; Gas group IIA T3	
4.	BK26-PA2-AM-05B	MSP8.BK26-002-TS.BK26-CS2-LD-001 SH.4	MAIN DECK	Speaker/ Amplifier Station	Zone 2; Gas group IIA T3	
5.	BK26-PA2-AM-06A	MSP8.BK26-002-TS.BK26-CS2-LD-001 SH.4	MAIN DECK	Speaker/ Amplifier Station	Zone 2; Gas group IIA T3	
6.	BK26-PA2-AM-07B	MSP8.BK26-002-TS.BK26-CS2-LD-001 SH.3	UPPER DECK	Speaker/ Amplifier Station	Zone 2; Gas group IIA T3	
HAZARDOUS STATION - ZONE 1						
1.	BK26-PA2-AM-03A	MSP8.BK26-002-TS.BK26-CS2-LD-001 SH.2	CELLAR DECK	Speaker/ Amplifier Station	Zone 1 ; Gas group IIA T3	
2.	BK26-PA2-AM-05A	MSP8.BK26-002-TS.BK26-CS2-LD-001 SH.4	MAIN DECK	Speaker/ Amplifier Station	Zone 1 ; Gas group IIA T3	
3.	BK26-PA2-AM-JK	MSP8.BK26-002-TS.BK26-CS2-LD-001 SH.4	JACK-UP RIG	Speaker/ Amplifier Station	Zone 1 ; Gas group IIA T3	Stored on BK26
INDOOR STATION						
1.	BK26-PA2-AM-08	MSP8.BK26-002-TS.BK26-CS2-LD-001 SH.2	MAIN DECK - CRANE CABIN	Indoor Speaker	N/A	





**RESEARCH AND ENGINEERING INSTITUTE
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PROJECT NAME : BK26 WHP AND CONNECTION TO MSP8
DOCUMENT TITLE : BEACON DATASHEETS
DOCUMENT NO. : MSP8.BK26-002-GE-CS2-DS-002
PHASE : DETAILED ENGINEERING

			CONTROLLED		
			DC: V.T.MO	ENG.MGR: N.N. TIEP	PRO. MGR: T.D.HAI
0	IFA	30.06.25			
REV.	DES.	DATE	PREPARED: N.Q.NAM	CHECKED: N.Q.NAM	DEPT.MGR: GEN





BK26 WHP AND CONNECTION TO MSP8
BEACON DATASHEETS

MSP8.BK26-002-GE-CS2-DS-002

Rev.	0	Page	3 of 7
------	---	------	--------

INDEX

HAZARDOUS BEACON - ZONE 1	4
HAZARDOUS BEACON - ZONE 2	5
INDOOR BEACON	6
BEACON INDEX	7





BK26 WHP AND CONNECTION TO MSP8
BEACON DATASHEETS

MSP8.BK26-002-GE-CS2-DS-002

Rev. 0 Page 4 of 7

HAZARDOUS BEACON - ZONE 1

GENERAL	1	Tag No.	See index table
	2	Service	Visual Alarm for PAGA system.
	3	Location Layout Drw.	See index table
	4	Area Classification	Zone 1 ; Gas group IIA, T3
	5	Quantity	03
	6	Certification	ATEX or equivalent
	7	Ingress Protection	IP56 as minimum
	8	Equipment Description	3 independent color beacons/bulbs/light sources
	9	Explosion Protection	Flame proof Ex"d"; and Ex'e' junction box (if any);
SERVICE	10	Operating Temperature Range	0 °C to 70 °C
	11	Operating Humidity Range	0% to 95% RH *
DEVICE	12	Wiring Interface	2 x 4 terminals x 2.5mm ² (1 Loop-in & 1 Loop-out)
	13	Enclosure Material Color	GRP VTA
	14	Lamp Type	Xenon
	15	Flashing Rate	~ 1Hz
	16	Tube Energy	15 joules each color
	17	Peak Candela - measured	> 110,000cd
	18	Effective Intensity – measured	> 600 cd
	19	Tube//Lens Colour	Blue-"APS"; Red-"ESD"; Yellow-" FIRE/GAS"
	20	Input Voltage	220VAC
	21	Power Consumption	VTA
ACCESSORIES	22	Mounting Type	Surface Mounting
	23	Cable Entry	2 x 3/4" NPT for whole 3-beacons set; c/w junction box and associated cable gland (if any)
	24	Other	Mounting Plate – Stainless Steel, SS. Tag, SS316 guard.
PURCHASE	25	Manufacturer	VTA
	26	Model	VTA

Note:

1. Cable glands, SS 316 tag names and mounting accessories where required shall be provided in conjunction with devices.
2. The three-beacon sets shall be integrated/wired completely into mounting plate by Vendor/ Manufacturer, vertical or horizontal integration are acceptable.
3. Reference to Document MSP8.BK26-002-GE-CS2-SP-001 SPECIFICATION FOR PAGA SYSTEM.
4. VTA: Vendor to Advice. This data sheet shall be updated according to final VENDOR data.
5. Two 3/4" NPT Cable glands are supplied by VSP, additional cable gland caused by adding junction boxes shall be provided by Vendor.





BK26 WHP AND CONNECTION TO MSP8
BEACON DATASHEETS

MSP8.BK26-002-GE-CS2-DS-002

Rev. 0 Page 5 of 7

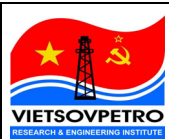
HAZARDOUS BEACON - ZONE 2

GENERAL	1	Tag No.	See index table
	2	Service	Visual Alarm for PAGA system.
	3	Location Layout Drw.	See index table
	4	Area Classification	Zone 2 ; Gas group IIA, T3
	5	Quantity	04
	6	Certification	ATEX or equivalent
	7	Ingress Protection	IP56 as minimum
	8	Equipment Description	3 independent color beacons/bulbs/light sources
	9	Explosion Protection	Flame proof Ex"d"; and Ex'e' junction box (if any);
SERVICE	10	Operating Temperature Range	0 °C to 70 °C
	11	Operating Humidity Range	0% to 95% RH *
DEVICE	12	Wiring Interface	2 x 4 terminals x 2.5mm ² (1 Loop-in & 1 Loop-out)
	13	Enclosure Material Color	GRP VTA
	14	Lamp Type	Xenon
	15	Flashing Rate	~ 1Hz
	16	Tube Energy	15 joules each color
	17	Peak Candela - measured	> 110,000cd
	18	Effective Intensity – measured	> 600 cd
	19	Tube//Lens Colour	Blue-“APS”; Red-“ESD”; Yellow-“ FIRE/GAS”
	20	Input Voltage	220VAC
	21	Power Consumption	VTA
ACCESSORIES	22	Mounting Type	Surface Mounting
	23	Cable Entry	2 x 3/4“ NPT for whole 3-beacons set; c/w junction box and associated cable gland (if any)
	24	Other	Mounting Plate – Stainless Steel, SS. Tag, SS316 guard.
PURCHASE	25	Manufacturer	VTA
	26	Model	VTA

Note:

1. Cable glands, SS 316 tag names and mounting accessories where required shall be provided in conjunction with devices.
2. The three-beacon sets shall be integrated/wired completely into mounting plate by Vendor/ Manufacturer, vertical or horizontal integration are acceptable.
3. Reference to Document MSP8.BK26-002-GE-CS2-SP-001 SPECIFICATION FOR PAGA SYSTEM.
4. VTA: Vendor to Advice. This data sheet shall be updated according to final VENDOR data.
5. Two 3/4" NPT Cable glands are supplied by VSP, additional cable gland caused by adding junction boxes shall be provided by Vendor.





BK26 WHP AND CONNECTION TO MSP8
BEACON DATASHEETS

MSP8.BK26-002-GE-CS2-DS-002

Rev. 0 Page 6 of 7

INDOOR BEACON

GENERAL	1	Tag No.	See index table
	2	Service	Visual Alarm for PAGA system.
	3	Location Layout Drw.	See index table
	4	Area Classification	Safe Area
	5	Quantity	See index table
	6	Certification	No
	7	Ingress Protection	IP44 as minimum
	8	Equipment Description	3 independent color beacons/bulbs/light sources
	9	Explosion Protection	No
SERVICE	10	Operating Temperature Range	0 °C to 50 °C
	11	Operating Humidity Range	0% to 95% RH *
DEVICE	12	Wiring Interface	2 x 4 terminals x 2.5mm ² (1 Loop-in & 1 Loop-out)
	13	Enclosure Material Color	GRP VTA
	14	Lamp Type	LED
	15	Flashing Rate	~ 1Hz
	16	Tube Energy	Min 5 joules
	17	Peak Candela - measured	> 86,000cd
	18	Effective Intensity – measured	> 180 cd
	19	Tube//Lens Colour	Blue-“APS”; Red-“ESD”; Yellow-“ FIRE/GAS”
	20	Input Voltage	220 VAC
	21	Power Consumption	VTA
ACCESSORIES	22	Mounting Type	Wall Mounting
	23	Cable Entry	2 x 3/4” NPT for whole 3-beacons set; c/w junction box and associated cable gland (if any)
	24	Other	Mounting Plate – Stainless Steel, SS. Tag
PURCHASE	25	Manufacturer	VTA
	26	Model	VTA

Note:

1. Cable glands, SS 316 tag names and mounting accessories where required shall be provided in conjunction with devices.
2. The three-beacon sets shall be integrated/wired completely into mounting plate by Vendor/ Manufacturer, vertical or horizontal integration are acceptable.
3. Reference to Document MSP8.BK26-002-GE-CS2-SP-001 SPECIFICATION FOR PAGA SYSTEM.
4. VTA: Vendor to Advice. This data sheet shall be updated according to final VENDOR data.
5. Two 3/4” NPT Cable glands are supplied by VSP, additional cable gland caused by adding junction boxes shall be provided by Vendor.





BK26 WHP AND CONNECTION TO MSP8
BEACON DATASHEETS

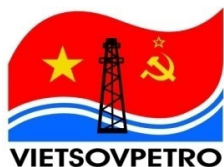
MSP8.BK26-002-GE-CS2-DS-002

Rev. 0 Page 7 of 7

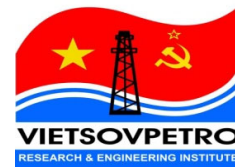
BEACON INDEX

No.	Tag No.	Layout drawing	Service Area/Location	Type	Area Classification	Note
HAZARDOUS BEACON - (ZONE 2)						
1.	BK26-PA2-SL-01	MSP8.BK26-002-TS.BK26-CS2-LD-001 SH.2	CELLAR DECK	Hazardous Beacon	Zone 2; Gas group IIA T3	
2.	BK26-PA2-SL-02	MSP8.BK26-002-TS.BK26-CS2-LD-001 SH.2	CELLAR DECK	Hazardous Beacon	Zone 2; Gas group IIA T3	
3.	BK26-PA2-SL-03	MSP8.BK26-002-TS.BK26-CS2-LD-001 SH.2	CELLAR DECK	Hazardous Beacon	Zone 1 ; Gas group IIA T3	
4.	BK26-PA2-SL-02	MSP8.BK26-002-TS.BK26-CS2-LD-001 SH.3	MAIN DECK	Hazardous Beacon	Zone 2; Gas group IIA T3	
5.	BK26-PA2-SL-05	MSP8.BK26-002-TS.BK26-CS2-LD-001 SH.3	MAIN DECK	Hazardous Beacon	Zone 2; Gas group IIA T3	
6.	BK26-PA2-SL-06	MSP8.BK26-002-TS.BK26-CS2-LD-001 SH.3	MAIN DECK	Hazardous Beacon	Zone 1 ; Gas group IIA T3	
7.	BK26-PA2-SL-07	MSP8.BK26-002-TS.BK26-CS2-LD-001 SH.3	UPPER DECK	Hazardous Beacon	Zone 2; Gas group IIA T3	
8.	BK26-PA2-SL-JK	MSP8.BK26-002-TS.BK26-CS2-LD-001 SH.3	JACK-UP RIG	Hazardous Beacon	Zone 1 ; Gas group IIA T3	
INDOOR BEACON						
1.	BK26-PA2-SL-08	MSP8.BK26-002-TS.BK26-CS2-LD-001 SH.5	MAIN DECK - CRANE CABIN	Indoor Beacon	NA	





**RESEARCH AND ENGINEERING INSTITUTE
FOR OFFSHORE OIL AND GAS**



PROJECT NAME : BK26 WHP AND CONNECTION TO MSP8
DOCUMENT TITLE : PAGING STATION DATASHEETS
DOCUMENT NO. : MSP8.BK26-002-GE-CS2-DS-003
PHASE : DETAILED ENGINEERING

			CONTROLLED		
			DC: V.T.MO	ENG.MGR: N.N. TIEP	PRO. MGR: T.D.HAI
0	IFA	30.06.25			
REV.	DES.	DATE	PREPARED: N.Q.NAM	CHECKED: N.Q.NAM	DEPT.MGR: GEN





BK26 WHP AND CONNECTION TO MSP8
PAGING STATION DATASHEETS

MSP8.BK26-002-GE-CS2-DS-003

Rev.	0	Page	3 of 6
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INDEX

TYPE 1 - HAZARDOUS HANDSET/AMPLIFIER STATION	4
TYPE 2 - INDOOR HANDSET/AMPLIFIER STATION	5
STATIONS INDEX	6





BK26 WHP AND CONNECTION TO MSP8
PAGING STATION DATASHEETS

MSP8.BK26-002-GE-CS2-DS-003

Rev. 0 Page 4 of 6

TYPE 1 - HAZARDOUS HANDSET/AMPLIFIER STATION

GENERAL	1	Tag No.	See table below
	2	Service	Paging & Intercom & Amplifier for speaker
	3	Location Layout Drawing	See table below See table below
	4	Area Classification	Zone 2; Gas group IIA T3
	5	Certification	ATEX or equivalent
	6	Ingress Protection	IP56 as minimum
	7	Quantity	05
	8	Explosion Protection	Flame proof Ex"d"
SERVICE	9	Operating Temperature Range	0 °C to 70 °C
	10	Operating Humidity Range	0% to 95% RH *
SPEAKER AMPLIFIER	11	Input wiring Interface	VTA (note 5)
	12	Power Supply	220 VAC nominal
	13	Amplifier Output	Class D, 12 W minimum – 30 W maximum in 8-Ohm speaker with volume control
	14	Frequency response	250 - 6000 Hz
	15	Distortion	1% max. THD @ 1 kHz, 12 watts
	16	Input impedance	50,000 ohms nominal
	17	Amplifier sensitivity	0.5 V ac, for rated output
HANDSET	18	Microphone	Dynamic, noise-canceling
	19	Cable	Retractable, 6-foot extended
	20	Material	ABS
	21	External controls	Push-to-page handset press bar and handset hook switch
HANDSET AMPLIFIER	22	Output level	1.5 VRMS nominal into 33-ohm load
	23	Gain	~55 dB nominal, adjustable from 40 to 63 dB
	24	Frequency response	250-6000 Hz
	25	Distortion	1.5% maximum
	26	Controls	Microphone gain, receiver volume and sidetone
ENCLOSURE (for amplifiers & handset)	27	Construction/Finish	Glass-reinforced polyester
	28	Mounting	Surface Mounting
	29	Connections	Internal screw-type barrier terminal blocks
	30	Cable Entry	2 x M25 for loop wiring cable, 1xM20 for speaker cable.
ACOUSTIC HOOD	31	Mean noise reduction	~23dB
	32	Outer Shell	General purpose resin continuous filament MAT
	33	Fire Resistance	BS476 Part 7 Class 1 Surface Spread of Flame
	34	Acoustic Insulation	Foam rubber flame-retardant according to ISO 3582-SE, UL94-HF1
	35	Mounting Support	316 Stainless Steel Wall mounting brackets
PURCHASER	36	Manufacturer	Hold
	37	Model	Hold

Note:

1. Cable glands, SS 316 tag names and mounting accessories where required shall be provided in conjunction with devices.
2. Stations are supplied in conjunction with speakers in MSP8.BK26-002-GEN-CS2-DS-001 Speaker Datasheets.
3. This datasheet shall be updated according to final VENDOR data.
4. Reference to Document MSP8.BK26-002-GE-CS2-SP-001 SPECIFICATION FOR PAGA SYSTEM.
5. VTA - Wiring compatible with System Cable 60038.





BK26 WHP AND CONNECTION TO MSP8
PAGING STATION DATASHEETS

MSP8.BK26-002-GE-CS2-DS-003

Rev. 0 Page 5 of 6

TYPE 2 - INDOOR HANDSET/AMPLIFIER STATION

GENERAL	1	Tag No.	See table below
	2	Service	Paging & Intercom & Amplifier for speaker
	3	Location Layout Drawing	See table below See table below
	4	Area Classification	Safe Area
	5	Certification	No
	6	Ingress Protection	IP22 as minimum
	7	Quantity	01
	8	Explosion Protection	No
SERVICE	9	Operating Temperature Range	0 °C to 50 °C
	10	Operating Humidity Range	0% to 95% RH *
SPEAKER AMPLIFIER	11	Input wiring Interface	VTA (note 5)
	12	Power Supply	220 VAC nominal
	13	Amplifier Output	Class D, 12 W minimum – 30 W maximum in 8-Ohm speaker with volume control
	14	Frequency response	250 - 6000 Hz
	15	Distortion	1% max. THD @ 1 kHz, 12 watts
	16	Input impedance	50,000 ohms nominal
	17	Amplifier sensitivity	0.5 V ac, for rated output
HANDSET	18	Microphone	Dynamic, noise-canceling
	19	Cable	Retractable, 6-foot extended
	20	Material	ABS
	21	External controls	Push-to-page handset press bar and handset hook switch
HANDSET AMPLIFIER	22	Output level	1.5 VRMS nominal into 33-ohm load
	23	Gain	~55 dB nominal, adjustable from 40 to 63 dB
	24	Frequency response	250-6000 Hz
	25	Distortion	1.5% maximum
	26	Controls	Microphone gain, receiver volume and sidetone
ENCLOSURE (for amplifiers & handset)	27	Construction/Finish	Glass-reinforced polyester
	28	Mounting	Surface Mounting
	29	Connections	Internal screw-type barrier terminal blocks
	30	Cable Entry	2 x M25 for loop wiring cable, 1xM20 for speaker cable.
PURCHASER	31	Manufacturer	Hold
	32	Model	Hold

Note:

1. Cable glands, SS 316 tag names and mounting accessories where required shall be provided in conjunction with devices.
2. Stations are supplied in conjunction with speakers in MSP8.BK26-002-GEN-CS2-DS-001 Speaker Datasheets.
3. This datasheet shall be updated according to final VENDOR data.
4. Reference to Document MSP8.BK26-002-GE-CS2-SP-001 SPECIFICATION FOR PAGA SYSTEM.
5. VTA - Wiring compatible with System Cable 60038.





BK26 WHP AND CONNECTION TO MSP8
PAGING STATION DATASHEETS

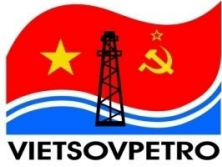
MSP8.BK26-002-GE-CS2-DS-003

Rev. 0 Page 6 of 6

STATIONS INDEX

No.	Tag No.	Layout drawing	Service Area/Location	Type	Area Classification	Note
HAZARDOUS PAGING STATION						
1.	BK26-PA2-HAS-01	MSP8.BK26-002-TS.BK26-CS2-LD-001 SH.2	CELLAR DECK	Hazardous Paging Station	Zone 2; Gas group IIA T3	
2.	BK26-PA2-HAS-02	MSP8.BK26-002-TS.BK26-CS2-LD-001 SH.2	CELLAR DECK	Hazardous Paging Station	Zone 2; Gas group IIA T3	
3.	BK26-PA2-HAS-03	MSP8.BK26-002-TS.BK26-CS2-LD-001 SH.3	MAIN DECK - BDRIGE ENTRY	Hazardous Paging Station	Zone 2; Gas group IIA T3	
4.	BK26-PA2-HAS-04	MSP8.BK26-002-TS.BK26-CS2-LD-001 SH.4	UPPER DECK	Hazardous Paging Station	Zone 2; Gas group IIA T3	
5.	BK26-PA2-HAS-05	MSP8.BK26-002-TS.MSP8-CS2-LD-001	MSP8 – BDRIGE ENTRY	Hazardous Paging Station	Zone 2; Gas group IIA T3	
INDOOR PAGING STATION						
1.	BK26-PA2-HAS-06	MSP8.BK26-002-TS.BK26-CS2-LD-001 SH.3	CELLAR DECK - E&I ROOM	Indoor Paging Station	N/A	





**RESEARCH AND ENGINEERING INSTITUTE
FOR OFFSHORE OIL AND GAS**



PROJECT NAME : BK26 WHP AND CONNECTION TO MSP8
DOCUMENT TITLE : TELEPHONE DATASHEET
DOCUMENT NO. : MSP8.BK26-002-GE-CS2-DS-004
PHASE : DETAILED ENGINEERING

0	IFA	30.06.25			
REV.	DES.	DATE	PREPARED: N.Q.NAM	CHECKED: N.Q.NAM	DEPT.MGR: GEN

CONTROLLED

DC: V.T.MO

ENG.MGR: N.N. TIEP

PRO. MGR: T.D.HAI





BK26 WHP AND CONNECTION TO MSP8
TELEPHONE DATASHEET

MSP8.BK26-002-GE-CS2-DS-004

Rev. 0 Page 3 of 3

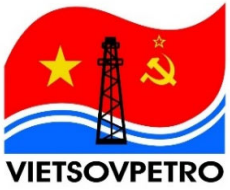
DESKTOP IP TELEPHONE TO SHORE

GENERAL	1.	Tag No.	BK26-TEL-01
	2.	Service	Phone / Voice communication to shore
	3.	Location/Drawing	IER / MSP8.BK26-002-TS.BK26-CS2-LD-001
	4.	Area Classification	Safe Area - N/A
	5.	Certification	-
	6.	Ingress Protection	IP22 as minimum
	7.	Equipment Description	-
	8.	Quantity	01
	9.	Explosion Protection	-
SERVICE	10.	Operating Temp. Range	0 °C to 45 °C
	11.	Operating Humidity Range	0% to 95% RH*
DEVICE /HARDWARE	12.	Wiring Interface	4Pair – CAT6 cable compatible
	13.	Handset	Ergonomic hearing aid compatible, noise cancelling.
	14.	Hands-free operation	Max. sound pressure level approx. 68 dB(A) at 1m.
	15.	Voltage Gain	68.0dB adjustable
	16.	Power Consumption	VTA
	17.	Power supply	External adapter 220VAC - VTA
	18.	Interface	At least 1x Ethernet (10/100) port for line interface, 1 x Ethernet 10/100 port for configuration.
SOFTWARE	19.	Contacts	100
	20.	Call Log	Yes
	21.	Protocol	H.323
	22.	Standards-based codec	G.711, G.726, G.729A/B
	23.	PBX server compatible	Avaya communication Manager
ACCESSORIES	24.	Mounting Type	Desktop and Wall mount
	25.	Connector	1 x RJ45
PURCHASE	26.	Manufacturer	VTA
	27.	Model	VTA

Notes:

1. RJ45 shall be supplied compatible with cable, plastic tag names and mounting accessories shall be provided in conjunction with devices.
2. This datasheet shall be updated according to final VENDOR data.





**RESEARCH AND ENGINEERING INSTITUTE
FOR OFFSHORE OIL AND GAS**



PROJECT NAME : BK26 WHP AND CONNECTION TO MSP8

DOCUMENT TITLE : JUNCTION BOXES DATASHEET

DOCUMENT No : MSP8.BK26-002-GE-CS2-DS-005

PHASE : DETAILED ENGINEERING

			CONTROLLED		
			DC: V.T.MO	ENG.MGR: N.N. TIEP	PRO. MGR: T.D.HAI
0	IFA	30.06.25			
REV.	DES.	DATE	PREPARED: N.Q.NAM	CHECKED: N.Q.NAM	DEPT.MGR: GEN





BK26 WHP AND CONNECTION TO MSP8

MSP8.BK26-002-GE-CS2-DS-005

JUNCTION BOXES DATASHEET

Rev. 0 Page 3 of 3

GENERAL	1	Tag Number	BK26-PA2-JB.DR-01		
	2	Quantity	01		
	3	Service	Drilling Rig PAGA connection		
	4	Location	Main Deck		
	5	Ambient Temperature (°C)	Max. 40 °C		
	6	Hazardous Area Classification	ZONE 2, IIA T3		
TECHNICAL DATA	7	Junction Box Type	Swing hinge with Fixing screws		
	8	Explosion-proof	Ex-e		
	9	Degree of Protection	IP 56 min.		
	10	Dimension (mm)	Vendor to confirm		
	11				
MATERIAL	12	Junction Box	316SS		
	13	MFR. Nameplate	316SS		
	14	Screw (See Note 1)	316SS		
	15	Mouting Strap	316SS		
	16				
ACCESSORIES	17	Earthing Bar and Screw	N/A		
	18	Earthing Stud	Yes		
	19	Heater	No		
	20	Breathing Plug	Yes		
	21	Removable Gland Plate	Yes		
	22	Nameplate	316SS		
	23				
TERMINALS	24	No. of terminal	10 x 1.5mm ² , 10 x 2.5mm ²		
	25	Wire section	1.5 - 2.5 mm ²		
	26	Terminal color	MFR. STD.		
	27	Terminal numbering	Sequential numbers		
	28	No. of Terminal strip	02 rows		
CABLE GLANDS/PLUGS	29	Cable Gland Type	Cable Plug Type	3 x M25 , 2 x M20	2 x M25, 3 x M20
	30	Cable Gland Material	Cable Plug Material	Brass	Brass
	31	Cable Gland Protection	Cable Plug Protection	Ex 'd', IP56 min	Ex 'd', IP56 min
	32				
OPENINGS	33	Top (Side A)	No		
	34	Bottom (Side B)	No		
	35	Left (Side C)	5 x M25		
	36	Right (Side D)	5 x M20		
	37				
	38	Manufacturer & Model			
	39				

VTC - Vendor to Conform / Calculate VTA - Vendor to Advise N/A - Not Applicable (Not Required)
MfrStd - According to Manufacturer Standard or Practice

NOTES

1. Screws/bolts complete with nuts/washers. Material SS316.
2. The quantities of Ex certified Brass/SS316 plugs will be referred to sheet 3.
3. Cable Gland: Ex 'd', min IP56 brass cable glands c/w washes, lock nuts, earth lugs



TELECOM & PAGA BLOCK DIAGRAM

LEGEND : ABBREVIATION: NOTES:

1. SCOPE OF THIS DRAWING IS EXTENSION/UPGRADING PARTS OF EXISTING PAGA/NETWORK SYSTEMS ON MSP8 TO INTEGRATE BK26 PLATFORM CONNECTED VIA A BRIDGE. OTHER EXISTING PAS/NETWORK SYSTEM ARE REMAINED AND SHOWED IN MSP8 EXISTING DOCUMENTS.

2. GRAY-OUT LINES MEAN EXISTING/OTHERS DEVICES/SYSTEMS AND SHALL BE REMAINED IN THIS MODIFICATION. 3. NEW PAGA SYSTEM EXTENDED FROM MSP8 SHALL BE INSTALLED IN TELECOM/PAGA CABINET ON BK26 PLATFORM AND INTERFACED TO MSP8 EXISTING PAGA VIA INTERNAL CABLE ADVISED BY VENDOR. THE NEW PAGA ON BK26 AND THE EXISTING PAGA SYSTEM ON MSP8 SHALL BE COMPLETED AS ONLY ONE COMPLETE SYSTEM. REFER SPECIFICATION FOR DETAILS.

4. NEW PAGA FIELD DEVICES (SPEAKERS: FOR VOICE & AUDIBLE ALARMS, BEACONS: FOR VISUAL ALARMS IN NOISY AREA, PAGE-PARTY STATIONS FOR INTERCOM AND BROADCASTING VOICE) ARE EXTENDED VIA NEW TELECOM/PAGA CABINET IN BK26 & I ROOM. EXTENDED PAGA FIELD DEVICES ARE TAKE FROM EXISTING PAGA SYSTEM WHICH IS GAI-TRONICS PAS SYSTEM C/W PAGE PARTY STATIONS. REFER ATTACHED MSP8 AS-BUILT DOCUMENTS/DRAWINGS.

5. THE NETWORK AND TELECOM SYSTEMS ON MSP8 PLATFORM PROVIDE A GATEWAY FOR INTERFACING MSP8'S SCADA/TELEPHONE/OFFICE DATA TO VSP OFFSHORE NETWORK. THESE SYSTEMS HAVE NO MODIFICATION. THE EXISTING SWITCHES FOR MSP8 SCADA INTERFACING ARE ALSO RETAINED. ALL EXISTING NETWORK & TELECOM SYSTEM CAN COVER NEW BK26 SCADA/TELECOM/OFFICE DEMANDS.

6. NEW BK26 PCS SYSTEM PROVIDE SCADA DATA VIA EXISTING DATA COLLECTION SERVER WITH EXISTING NETWORK INTERFACE TO VSP OFFSHORE NETWORK. 7. NEW EQUIPPED VHF/UHF PORTABLE DEVICES AND EXISTING RADIO FACILITIES SHALL PROVIDE RADIO COMMUNICATION FOR MSP8 (VHF-FM FOR MARINE COMMUNICATION, UHF FOR INTERNAL COMMUNICATION). PORTABLES SHALL BE PROVIDED COMPLETE WITH CHARGERS.

8. NEW PAGE-PARTY/PAGING STATIONS SHALL FULLY WORK WITH EXISTING PAGE-PARTY/PAGING STATION ON MSP8. IT MEANS NEW STATIONS SHALL HAVE INTERCOM ABILITY WITH EXISTING STATIONS, AND PAGING ABILITY FROM NEW STATIONS TO THE WHOLE SPEAKER SYSTEM INCLUDES NEW BK26 & EXISTING MSP8 SPEAKERS.

9. TWO NEW SPEAKER LOOPS CAN BE CONTROLLED BY SEPARATE AMPLIFIER(S) WITH FULLY LOOP MONITORING. OUTPUT VOLTAGE SHALL 100V LINE SYSTEM. VENDOR TO PROPOSE TECHNICAL SOLUTION IN TENDER DOCUMENT FOR APPROVAL.

10. NEW STATUS LIGHT/BEACON LOOPS WORK WITH EXISTING CONCEPT (WITH RED/YELLOW/BLUE ALARMS) OF VISUAL ALARMS ON MSP8 PLATFORM WITH COMPLETE ACCESSORIES (RELAYS, TRANSFORMER, & ETC). VENDOR TO PROPOSE SOLUTION IN TENDER DOCUMENT FOR APPROVAL. REFER MORE DETAILED REQUIREMENTS IN MSP8.BK26-002-GE-CS2-SP-001 SPECIFICATION FOR PAGA.

11. HANDSET/SPEAKER STATIONS CABLE SHALL BE COMPATIBLE WITH GAITRONICS 60038 CABLE SYSTEM. MULTI-CORE CONSTRUCTION INCLUDE: EIGHT-CONDUCTOR, ONE TWISTED PAIR 14 AWG FOR POWER, ONE 14 AWG CONDUCTOR FOR GROUND, ONE TWISTED PAIR 18 AWG FOR PAGE LINE, ONE TWISTED PAIR 18 AWG FOR PARTY LINE, AND ONE 18 AWG FOR CONTROL CONDUCTOR. VENDOR CAN PROPOSE OTHER COMPATIBLE CABLE & WIRING JB FOR APPROVAL IN BIDDING.

12. SINGLE MODE FIBER OPTICAL CABLE PROVIDES COMMUNICATION FOR REDUNDANT ICSS NETWORK (2x2C), OFFICE NETWORK (2C) FOR MSP8 FROM BK26 VIA BRIDGE. 13. PAGA DEVICES ON JACK-UP RIG SHALL BE NORMALLY STORED ON BK26. THEY WILL BE CONNECTED DURING DRILLING ACTIVITIES.

R45 OUTLET



TELEPHONE (IP)



INDOOR/CEILING SPEAKER



EXPLOSION PROOF - EXD SPEAKER (Class 1, Zone1/2)



INDOOR 3-COLOR BEACONS SET



EXPLOSION PROOF - EXD 3-COLOR BEACONS SET (Class 1, Zone1/2)



WIRING JUNCTION BOX



INDOOR AMPLIFIER STATION



HAZARDOUS AMPLIFIER STATION



EXD HAZARDOUS AMPLIFIER/HANDSET STATION WITH ACOUSTIC HOOD (Class 1 Zone 2)



INDOOR AMPLIFIER/HANDSET STATION



CCR/CR CONTROL ROOM

DSC DIGITAL SELECTIVE CALLING

DCS DISTRIBUTED CONTROL SYSTEM

ESD EMERGENCY SHUTDOWN

FOPP FIBRE OPTIC PATCH PANEL

ICSS INTEGRATED CONTROL & SAFETY SYSTEM

OCM OPTICAL FIBER TO COPPER MEDIA CONVERTER

PABX PRIVATE AUTOMATIC BRANCH EXCHANGE

LAN LOCAL AREA NETWORK

PAGA PUBLIC ADDRESS AND GENERAL ALARM

PC PERSONAL COMPUTER

PBX PRIVATE BRANCH EXCHANGE

PSTN PUBLIC SWITCHED TELEPHONE NETWORK

PTT PUSH TO TALK

RCU REMOTE CONTROL UNIT

TV TELEVISION

VSP VIETSOVPETRO (CLIENT)

C7: CAT6 ARMOUR CABLE

C6: FIBER OPTICAL TOPSIDE CABLE, 4C SINGLE MODE

C5: FIBER OPTICAL PATCH CORD CABLE, 2C SINGLE MODE

C3: BEACONS CABLE, 4C x 2.5mmsq

C2: SYSTEM CABLE FOR HANDSET/AMPLIFIER OR AMPLIFIER STATIONS, 8C (NOTE11)

C1: CABLE FOR SPEAKERS, 1P x 1.5mmsq + 5h

CABLE DESCRIPTION:

CONTROLLED

REFERENCE

MP8.BK26-002-GE-CS2-DB-001

Communication Basis of Design

DC: V.T.MO

ENG.MGR: N.N.TIEP

PRO.MGR: T.D.HAI

BK26 WHP AND CONNECTION TO MSP8



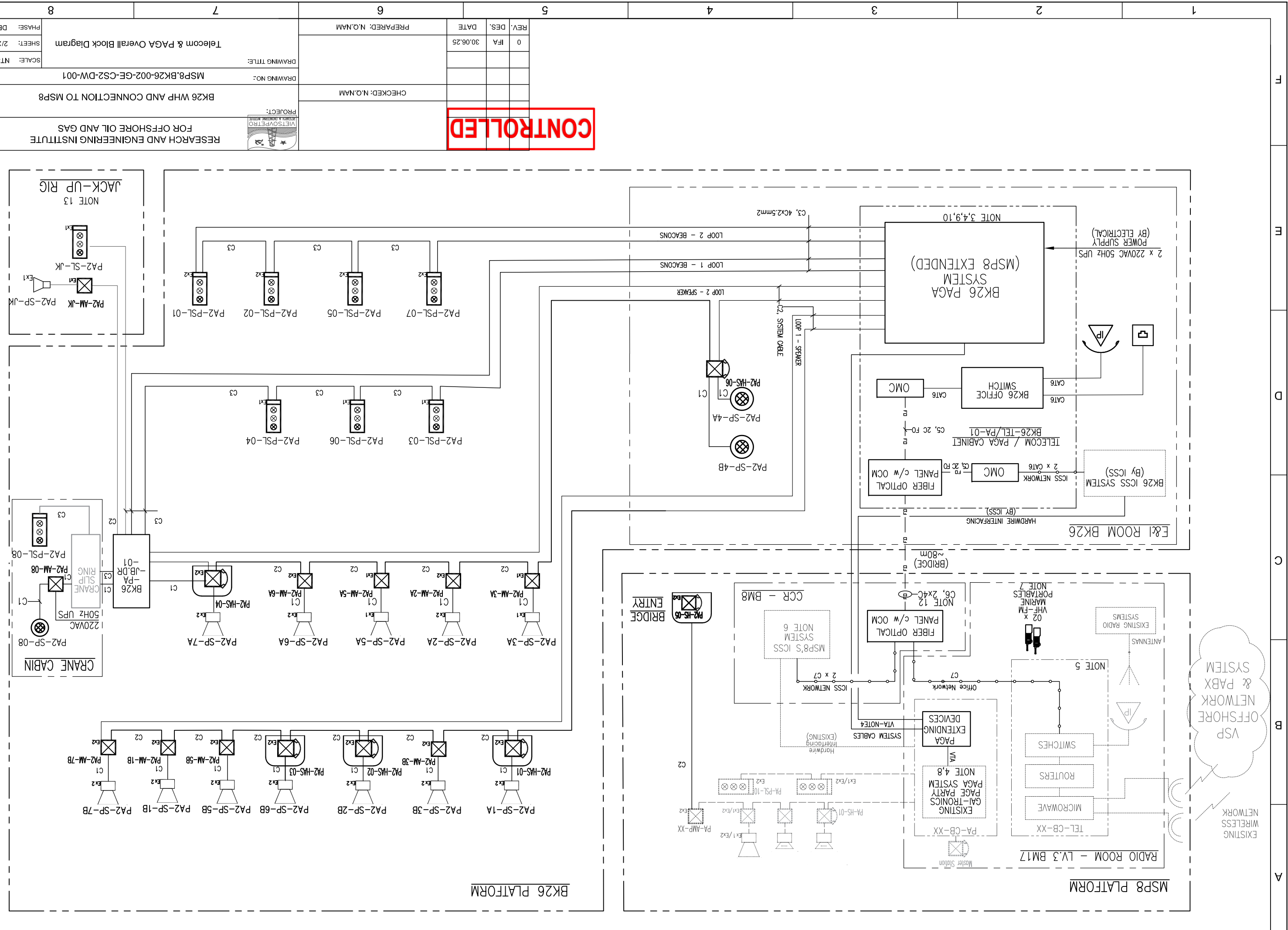
RESEARCH AND ENGINEERING INSTITUTE FOR OFFSHORE OIL AND GAS

DRAWING NO.: MSP8.BK26-002-GE-CS2-DW-001

DRAWING TITLE:

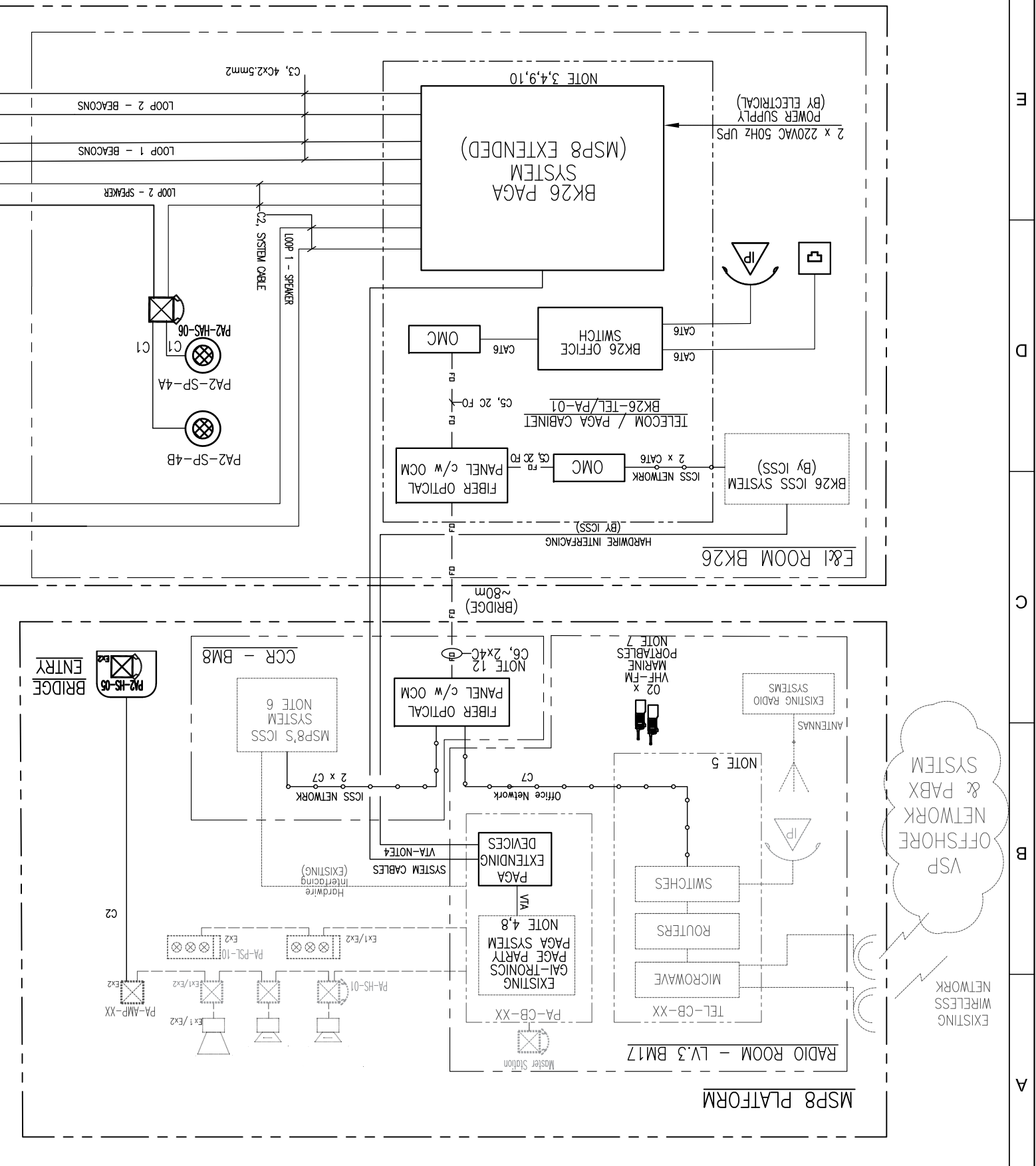
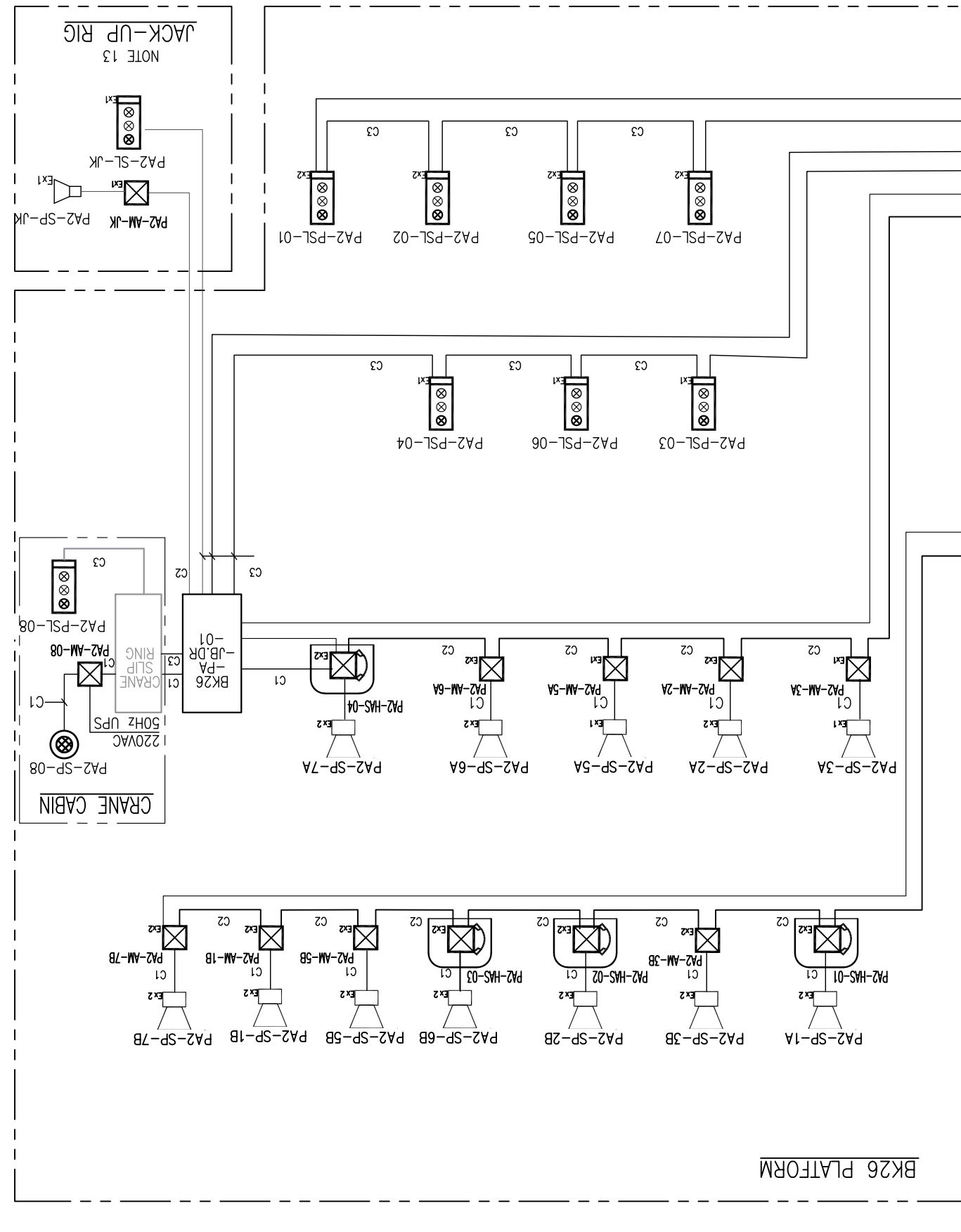
Telecom & PAGA Overall Block Diagram

SCALE: NTS
SHEET: 1/2
PHASE: DE



CONTROLLED

PHASE: DE	8
SHEET: 2/2	7
SCALE: NTS	6
DRAWING TITLE: Telecom & PAGA Overall Block Diagram	5
DRAWING NO: MSP8.BK26-002-GE-CS2-DW-001	4
PROJECT: RESEARCH AND ENGINEERING INSTITUTE FOR OFFSHORE OIL AND GAS	3
CHECKED: N.O.NAM	2
PREPARED: N.O.NAM	1



TECHNICAL EVALUATION CRITERIA FOR PAGA SYSTEM & COMMUNICATION DEVICES

Group 1: PAGA system

Tender technical proposal for PAGA System shall be evaluated through 2 steps, detailed as below:

Step 1: Technical proposal shall be passed Step 1 if it meets ALL the conditions as below:

No.	Criteria	Evaluation PASS / FAIL	Note
1	Condition of goods and Year of Manufacture (Section 2.1 of Technical Requirement): Comply as required in Technical Requirement Document		
2	Warranty (Section 2.3 of Technical Requirement): Comply as required in Technical Requirement Document		
3	Quantity of goods (section 7 of Technical Requirement): Comply as required in Technical Requirement Document.		

Step 2: Step 2 shall be evaluated in case the Technical tender proposal passed conditions in Step 1
Detailed scores of Technical evaluation for Step 2 described as table below:

Serial number according to rating level			Criteria name	Contents of proposals	Scores			Reasons for decreasing scores for each item
Level I	Level II	Level III			Level I	Level II	Level III	
					Scores	%	%	
1	2	3	4	5	6	7	8	9
1			General requirement for goods		5			
	1.1			Content offering goods: Clearly state the name, code, technical specification, manufacturer and origin of each item of materials and equipment.		100%		
	1.2			Content offering goods: Not enough information but enough for further evaluation		50%		
	1.3			Can't be acceptable		0%		
2			Technical requirement (Section 3 - Group 1: PAGA System)		60			
	2.1			Fully comply as required in Technical Requirement.		100%		
	2.2			"Comply with minor concern" or "Major concern" but acceptable (check for each state)		10% - 90%		Note 2
	2.3			Not comply with requirements and can't be acceptable		0%		R
3			Manufacture and Origin of goods (Section 5 of Technical Requirement)		10			
	3.1		Recommended country of origin (Section 5.1 of Technical Requirement)			50%		Note 3
		3.1.1		Main equipment of PAGA system, Paging station, Amplifier station			30%	
		3.1.2		Hazardous Paging Station			8%	
		3.1.3		Indoor Paging Station			7%	
		3.1.4		Hazardous Speaker Station			8%	
		3.1.5		Hazardous Speaker			8%	
		3.1.6		Indoor Speaker			5%	
		3.1.7		Hazardous Beacon			8%	
		3.1.8		Indoor Beacon			6%	
		3.1.9		Junction box			2%	



		3.1.10		Cabinet			3%	
		3.1.11		Speaker Cable			5%	
		3.1.12		Status light Cable			5%	
		3.1.13		System Cable			5%	
	3.2		Recommended manufacturer/ vendors list (Section 5.2 of Technical Requirement)			50%		Note 4
		3.2.1		Main equipment of PAGA system, Paging station, Amplifier station			30%	
		3.2.2		Hazardous Paging Station			8%	
		3.2.3		Indoor Paging Station			7%	
		3.2.4		Hazardous Speaker Station			8%	
		3.2.5		Hazardous Speaker			8%	
		3.2.6		Indoor Speaker			5%	
		3.2.7		Hazardous Beacon			8%	
		3.2.8		Indoor Beacon			6%	
		3.2.9		Junction box			2%	
		3.2.10		Cabinet			3%	
		3.2.11		Speaker Cable			5%	
		3.2.12		Status light Cable			5%	
		3.2.13		System Cable			5%	
5			Delivery term & time (Section 6 of Technical Requirement)		5			
	5.1			Comply as required in Technical Requirement			100%	
	5.2			Later but not more than 10 calendar days as required in the Technical Requirements Document.			50%	
	5.3			Not comply as required			0%	R
6			Document requirement (Section 8 of Technical Requirement)		5			
	6.1		Technical proposal requirement (in bidding phase)				60%	
		6.1.1		Fully comply as required in Technical Requirement			100%	
		6.1.2		Provide incomplete documents as requested but not affecting the assessment			80%	
		6.1.3		Not provide requested documentation or incomplete documentation for assessment			0%	
	6.2		Technical proposal requirement (Upon delivery)				40%	
		6.2.1		The contractor commits to provide complete documents as required.			100%	
		6.2.2		Commitment Provide incomplete documents as requested but not affecting the assessment			80%	
		6.2.3		No commitment to provide documents upon request			0%	
7			Certification (Section 9 of Technical Requirement)		10			
	7.1			Commit to fully Comply with the requirements in the Technical Requirements			100%	
	7.2			There are changes in the appearance of the certificates, but they still fully present all information regarding the origin and quality of the goods.			60-80%	
	7.3			No commitment to providing one or more required certificates in the Technical Requirements			0%	R
8			Requirements for contractors (Section 4 of Technical Requirement)		5			
	8.1			Fully comply as section 04 of technical Requirement			100%	
	8.2			Comply in less than 3 years than required as in section 04 of the Technical Requirements			70%	
	8.3			Not comply all the requirements in the technical requirements			0%	R

TOTAL SCORES (100 as maximum)

100



Group 2: Communication Devices

Tender technical proposal for Communication Devices shall be evaluated through 2 steps, detailed as below:

Step 1: Technical proposal shall be passed Step 1 if it meets ALL the conditions as below:

No.	Criteria	Evaluation PASS / FAIL	Note
1	Condition of goods and Year of Manufacture (Section 2.1 of Technical Requirement): Comply as required in Technical Requirement Document		
2	Warranty (Section 2.3 of Technical Requirement): Comply as required in Technical Requirement Document		
3	Quantity of goods (section 7 of Technical Requirement): Comply as required in Technical Requirement Document.		

Step 2: Step 2 shall be evaluated in case the Technical tender proposal passed conditions in Step 1

Detailed scores of Technical evaluation for Step 2 described as table below:

Serial number according to rating level			Criteria name	Contents of proposals	Scores			Reasons for decreasing scores for each item
Level I	Level II	Level III			Level I	Level II	Level III	
					Level I	Level II	Level III	
					Scores	%	%	
1	2	3	4	5	6	7	8	9
1			General requirement for goods		5			
	1.1			Content offering goods: Clearly state the name, code, technical specification, manufacturer and origin of each item of materials and equipment.		100%		
	1.2			Content offering goods: Not enough information but enough for further evaluation		50%		
	1.3			Can't be acceptable		0%		
2			Technical requirement (Section 3 - Group 2: Communication Devices)		60			
	2.1			Fully comply as required in Technical Requirement.		100%		
	2.2			"Comply with minor concern" or "Major concern" but acceptable (check for each state)		10% - 90%		Note 2
	2.3			Not comply with requirements and can't be acceptable		0%		R
3			Manufacture and Origin of goods (Section 5 of Technical Requirement)		10			
	3.1		Recommended country of origin (Section 5.1 of Technical Requirement)			50%		Note 3
		3.1.1		IP Phone			20%	
		3.1.2		LAN base switch			40%	
		3.1.3		Network cabling system			10%	
		3.1.4		Fiber optic cable			10%	
		3.1.5		VHF-FM			20%	
	3.2		Recommended manufacturer/ vendors list (Section 5.2 of Technical Requirement)			50%		Note 4
		3.2.1		IP Phone			20%	
		3.2.2		LAN base switch			40%	
		3.2.3		Network cabling system			10%	
		3.2.4		Fiber optic cable			10%	
		3.2.5		VHF-FM			20%	
5			Delivery term & time (Section 6 of Technical Requirement)		5			
	5.1			Comply as required in Technical Requirement		100%		
	5.2			Later but not more than 10 calendar days as required in the Technical Requirements Document.		50%		
	5.3			Not comply as required		0%		R
6			Document requirement (Section 8 of Technical Requirement)		5			
	6.1		Technical proposal requirement (in bidding phase)			60%		
		6.1.1		Fully comply as required in Technical Requirement			100%	



		6.1.2		Provide incomplete documents as requested but not affecting the assessment			80%	
		6.1.3		Not provide requested documentation or incomplete documentation for assessment			0%	
	6.2		Technical proposal requirement (Upon delivery)			40%		
		6.2.1		The contractor commits to provide complete documents as required.			100%	
		6.2.2		Commitment Provide incomplete documents as requested but not affecting the assessment			80%	
		6.2.3		No commitment to provide documents upon request			0%	
7			Certification (Section 9 of Technical Requirement)		10			
	7.1		Commit to fully Comply with the requirements in the Technical Requirements			100%		
	7.2		There are changes in the appearance of the certificates, but they still fully present all information regarding the origin and quality of the goods.			60-80%		
	7.3		No commitment to providing one or more required certificates in the Technical Requirements			0%		R
8			Experience (Section 4 of Technical Requirement)		5			
	8.1		Fully comply as section 04 of technical Requirement			100%		
	8.2		Comply in less than 3 years than required as in section 04 of the Technical Requirements			70%		
	8.3		Not comply all the requirements in the technical requirements			0%		R

TOTAL SCORES (100 as maximum)

100

NOTES:

- 1 **R (Required):** Required criteria
- 2 a. Each "minor concern" shall be minus 10%. "Minor concern" is defined as not comply as required in Technical Requirement Document but acceptable (check for each Requirement).
b. Each "Major concern" shall be minus 15%. "Major concern" is defined as not comply any of the requirements in the description of the equipment technical requirement
- 3 Country of Origin: G7, Russia, Europe: 100%; Other countries in the recommend country of origin list: 80%; Other countries: 20%
- During the Bid evaluation stage, for goods originating from countries in armed conflict, or being sanctioned or embargoed, from which the import of the goods may affect the contract performance and delivery schedule, explanations and commitments on the ability to deliver goods must be provided for the Procuring Entity to make evaluations.
- Based on the actual situation at that time, the Procuring Entity has the right to review and decide to reject the bids, or not to continue the evaluation, if the Procuring Entity considers that there is any risks of failures in the contract performance and delivery schedule. In that case, the score of the item/items will be zero
- 4 Vendor listed in Level I in the recommended vendor list: 100%; Vendor listed in Level II: 80%; Other: 10%.

EVALUATION:

- 1 Technical proposal is considered to meet technical requirement when it is assessed to not violate any prerequisites, does not have any mandatory criteria (R) that are rated 0 points, and has a total score ≥ 80 points.
- 2 Technical proposal is considered FAIL when it violates any prerequisite and/or any mandatory criteria (R) and/or has a score < 80 points.

