

INVITATION TO BID

Bidding package No: VT-97/26-XL-VPL

Title of bidding package: STRUCTURAL MATERIALS FOR REPLACEMENT AND MODIFICATION BOAT LANDING TO THE NEW DESIGN (PHASE 1) (Block 09-1)

Project: Block 09-1

Issued on: 20 / 01 /2026

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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 – SCOPE OF SUPPLY REQUIREMENTS

Chapter V. Scope of Supply Requirements

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. SCOPE OF SUPPLY REQUIREMENTS

Chapter V. Scope of Supply 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
- Other technical documents.... with link for reference (if any).

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	<p>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.</p> <p>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.</p>
2. Explanation of terms used in bidding	<p>2.1. The Deadline for bid submission is the deadline for submission bids and is specified in the Invitation to Bid.</p> <p>2.2. Day refers to Gregorian calendar day, including weekends, holidays, and Tet holidays according to the provisions of labor law.</p> <p>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).</p>
3. Source of Funds	Source of funding (or method of capital arrangement) for bidding package as specified in BDS .
4. Prohibited acts in bidding	<p>4.1. Offering, giving, receiving or taking a bribe.</p> <p>4.2. Abusing positions or entrusted power to influence or illegally intervene in bidding process in any form.</p> <p>4.3. Collusive practice, including:</p> <ul style="list-style-type: none">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. <p>4.4. Fraudulent practice, including:</p> <ul style="list-style-type: none">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. <p>4.5. Obstructive practice, including:</p> <ul style="list-style-type: none">a) Destroying, deceiving, altering or concealing of evidence or making false statements; threatening, 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;

- 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.

4.6. Inequality and non-transparency, including:

- 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;

4.7. Unauthorized disclosure of the following information and documents on the contractor/investor selection:

- 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;

	<p>c) Content of request for clarification of Bid proposals of the Vietsovetro and responses of bidders during the evaluation process of Bid proposals before publishing the bidder selection result;</p> <p>d) Report of the Vietsovetro, 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;</p> <p>đ) The bidder selection result before being published according to regulation as prescribed;</p> <p>4.8. Illegal transfer of awarded contract:</p> <p>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>
<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> <p>a) It is required to have registration of establishment and operation issued by the competent authority of the country where the bidder is operating.</p> <p>b) It must keep independent accounting records;</p> <p>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;</p> <p>d) It must ensure competitiveness in bidding as prescribed in Point BDS;</p> <p>e) It is not being prohibited from participating in bidding;</p> <p>f) It is not liable to criminal prosecution;</p> <p>g) It is not the state of temporary suspension, termination of participation in national bidding network;</p> <p>h) Its name is registered on National bidding network before the grant of approval for contractor selection result as prescribed in BDS.</p>
<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; - Chapter IV. Bidding Forms. <p>Part 2. Scope of Supply Requirements:</p> <ul style="list-style-type: none"> - Chapter V. Scope of Supply Requirements. <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. Vietsovpetro 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 Vietsovpetro. In case of any contradiction, documents issued by Vietsovpetro 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, Vietsovpetro 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 Vietsovpetro in a minimum period of time as prescribed in the BDS prior to date of Deadline for bid submission in order that Vietsovpetro shall take consideration. After receiving the written request for clarification by the deadline, Vietsovpetro 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 Vietsovpetro. If the clarification leads to amendment ITB, Vietsovpetro shall amend the ITB in accordance with ITB 7.1.</p> <p>7.3. If necessary Vietsovpetro hold pre-bidding conference to discuss the contents in Bidding Document in which the bidders are unclear as stipulated in BDS. Vietsovpetro 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 Vietsovpetro.</p> <p>7.4. In case the Invitation to Bid is required to be modified after the pre-tender conference, Vietsovpetro 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>
<p>8. Cost of bidding</p>	<p>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.</p>
<p>9. Language of Bid Proposal</p>	<p>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.</p>



<p>10. Documents comprising the bid proposal</p>	<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>
<p>11. Application for bidding form and price schedules</p>	<p>The application for bidding form and respective price schedules shall be prepared using the relevant forms furnished in Chapter IV, Bidding Forms.</p>
<p>12. Proposals of technical alternatives</p>	<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>
<p>13. Bidding prices and discounts</p>	<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 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</p>



	<p>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 Vietsovptero 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</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>Related Services</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</p>



	permitted to modify any contents of its Bid Proposal. The extension request and acceptance or non-acceptance shall be in writing.
18. Bid Guarantee	<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 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.</p>

	<p>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.</p> <p>18.5. The Bid Bond shall not be returned in one of following cases:</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>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.</p> <p>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.</p> <p>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:</p> <p>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;</p> <p>b) Separated bid bonds for each part that bidder takes part in the bidding.</p> <p>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>
<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 address 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</p>



	<p>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 representating 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 the notification must be clearly stated "AMENDMENT OF BID PROPOSAL" or "SUBSTITUTION OF BID PROPOSAL" or "WITHDRAWAL OF BID PROPOSAL "; b) Being received by Vietsovpetro before the Deadline for bid submission as stipulated in ITB 19. <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</p>



opening does not depend on presence or absence of bidders' representatives attending the bid.

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.

21.3 All the Bid Proposals shall be opened one at a time following the alphabetical sequence of the bidders' names and sequence below:

- 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), 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;
- 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.

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.

22. Confidentiality	<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 Vietsovetro 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>
23. Clarification of Bid Proposal	<p>23.1. After bid opening, the bidder shall be responsible to clarify the Bid Proposal if required by Vietsovetro, 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 performed directly in written.</p> <p>23.3. Clarification of Bid Proposals is only performed between the Vietsovetro 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 Vietsovetro, Vietsovetro shall evaluate based on the Bid Proposal submitted before deadline for bid submission. Vietsovetro 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 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, Vietsovetro 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, Vietsovetro 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, Vietsovetro 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>
24. Deviations, Imposing	<p>During the evaluation of bid proposal, the following definitions apply:</p>



<p>Conditions and Omissions</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</p>



	<p>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 appropriate 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>



	<p>- Goods originating from the Socialist Republic of Vietnam and the Russia Federation.</p> <p>- Services/Jobs that employ workers from the Socialist Republic of Vietnam and the Russian Federation.</p>
<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> <p>a) The verification and evaluation of eligibility of Bid Proposal as specified in clause 1, Chapter III – Bid Proposal Evaluation criteria;</p> <p>b) Any bidders who have eligibility Bid Proposal shall be further considered and evaluated with respect to capacity and experiences.</p> <p>29.4. Evaluation of capacity and experiences:</p> <p>a) Capacity and experiences are evaluated as specified in clause 2, Chapter III – Bid Proposal Evaluation criteria;</p> <p>b) Bidders with satisfactory capacity and experiences shall be considered and evaluated to examine their technical capability.</p> <p>29.5. Technical and price-based evaluation:</p> <p>a) Evaluation of technical capability must adhere to the evaluation standards and methods prescribed in Section 3, Chapter III – Bid Proposal Evaluation criteria;</p> <p>b) Bidders who satisfy technical requirements shall be considered to evaluate the price specified in Section 4, Chapter III – Bid Proposal Evaluation criteria.</p> <p>29.6. After price-based evaluation, Vietsovpetro shall make and approve ranking list of bidders. The bidder ranked at the first position in 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</p>



	<p>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 (NOT APPLICABLE)</p>	<p>Contract negotiation shall be stipulated in BDS.</p> <p>30.1. Contract negotiation shall be based on the followings:</p> <ul style="list-style-type: none"> a) Report on evaluation of the Bid Proposal; b) Bid Proposal and bidder's records of clarification of bidding package (if any); c) Invitation to Bid. <p>30.2. Principles of the contract negotiation:</p> <ul style="list-style-type: none"> 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



	<p>technical evaluation step as a basis for negotiating that deficient deviation.</p> <p>30.3. Contents of contract negotiation:</p> <ul style="list-style-type: none"> 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. <p>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.</p> <p>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</p>
<p>31. Conditions for recommendation as the awarded bidder</p>	<p>Bidder shall be considered for recommendation as the winning bidder upon satisfying the following conditions:</p> <ul style="list-style-type: none"> 31.1. Having Eligibility Bid Proposal as prescribed in Section 1, Chapter III; 31.2. Having capacity and experiences satisfying requirements as prescribed in Section 2, Chapter III; 31.3. Having technical proposals satisfying requirements as prescribed in Section 3, Chapter III; 31.4. Having deficient deviation not exceeding 10% of bidding price; 31.5. Meeting requirements specified in the BDS; 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>	<p>32.1. Vietsovptro shall notify the bidding cancellation in following cases:</p> <ul style="list-style-type: none"> a) All Bid Proposals fail to satisfy the requirements of the Invitation to Bid; 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; 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>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>
<p>33. Notice of bidder selection result</p>	<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> <ul style="list-style-type: none"> - Number of Invitation to Bidder; - 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</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</p>



<p>goods and services</p>	<p>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 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.</p>
<p>36. Conditions for signing contract</p>	<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>
<p>37. Contract performance guarantee</p>	<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> <ul 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.



<p>38. Handling of Complaints in Bidding</p>	<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>
<p>39. Monitoring, supervising of Bidder selection process</p>	<p>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.</p>



Chapter II. BIDDING DATA SHEET

ITB 1.1	Name of Investor: Vietsovetro.
ITB 1.2	<p>Title of bidding package: STRUCTURAL MATERIALS FOR REPLACEMENT AND MODIFICATION BOAT LANDING TO THE NEW DESIGN (PHASE 1) (Block 09-1) (Bidding package no. VT-97/26-XL-VPL)</p> <p>Quantity and part number of parts in bidding package: Vietsovetro will perform evaluation and selection for Whole package.</p> <p>Year of production: See Attachment 01 of PART 4. Scope of Supply: See Attachment 01 of PART 4. Technical requirement see Attachment 01 of PART IV. Technical Evaluation Criteria see Attachment 02 of PART IV.</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: Vietsovetro, 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

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



	<p>on legal and financial independence between the bidder and the employer and 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 02 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: Account No. 008.100.000001.1 Beneficiary: Vietsovpetro VIETCOMBANK, Vung Tau Branch Please indicate: Bidder Name, payment for Bidding package No. [...]</p>
ITB 10.10	<p>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).</p>
ITB 12.1	<p>Bidder is allowed to submit Technical alternative.</p> <p>The bidder is required to clearly state the main offer and the alternative offer in the bidding proposal.</p> <p>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 13.2	<p>The parts of bidding package: Following ITB 1.2</p>
ITB 13.5	<p>In the detailed price quotation table, bidder shall offer prices according to the following requirements:</p> <p>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".</p> <p>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.</p> <p>For Vietnamese Bidders: The Bidders are requested to offer price on delivery to Vietsovpetro warehouse, Rach Dua Ward, Ho Chi Minh City, S.R. Vietnam 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	<p>Expected operating duration of Goods (for the purpose of requirement of spare parts, specialized tools): Not applicable.</p>
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: as per Technical requirement, Chapter V in Invitation to Bid.</p>
ITB 17.1	<p>The Bid proposal shall be valid for: ≥ 90 days from the deadline for bid submission.</p>

ITB 18.2	<p>Contents of Bid Bond:</p> <p>The amount and currency of the Bid Bond shall be: 1.500,00 USD / 39.400.000 VND.</p> <p>The Bid Bond shall be valid for: ≥ 120 days from the Deadline for bid submission.</p> <p>In case 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 18.4	<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: <i>See Notice of Bid Invitation and as specified on the national bidding system.</i></p>
ITB 20.1	<p>In addition to original of Bid Proposal, the Bidders are requested to submit:</p> <ul style="list-style-type: none"> + Technical Proposal part: 01 original and 02 copies + Financial Proposal part: 01 original <p><i>(Technical Proposal part and Financial Proposal part shall be sealed in separate envelopes)</i></p> <ul style="list-style-type: none"> + Copy of soft file: 01 USB of scanned PDF file of Technical Proposal and 01 USB of native excel file and scanned PDF file of Financial Proposal. + All of the Proposals shall be sealed and marked as Chapter I point 21.. <p>In case of modification or substitution of Bid Proposal or Technical alternative, the bidders must submit the equal number of copies of modification, substitution or Technical alternative.</p>
ITB 20.7 (a)	<p>Bidders shall submit their Bid Proposals to:</p> <p>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: <i>See Notice of Bid Invitation and as specified on the national bidding system</i> at the following address: Vietsovpetro, 105 Le Loi Str., Vung Tau Ward, Ho Chi Minh City, S.R. Vietnam</p>
ITB 23.4	<p>Bidders themselves can provide such evidence to the Procuring entity within 03 days from the deadline for submission of bids.</p>
ITB 27.2	<p>Total value of sub-contractor(s) shall not exceed: Not applicable. Specialized sub-contractor: Not applicable.</p>
ITB 28.3	<p>Calculation of preferential treatment: 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.</p>
ITB 29.1	<p>Bid proposal evaluation methods:</p> <ol style="list-style-type: none"> a. Evaluation of the bidder's capacity and experience: using Pass/Fail criteria b. Technical evaluation: to apply evaluation method using Pass/Fail and score system criteria in accordance with evaluation criteria stipulated in Section

	<p>III, Chapter III, Bid Proposal Evaluation Criteria</p> <p>c. The price evaluation: to apply lowest price method for Whole package in accordance with evaluation criteria stipulated in Section V, Chapter III, Bid Proposal Evaluation Criteria.</p>
ITB 29.6	Ranking of bidders: the bidder who has the lowest price for Whole package after rectification of errors, adjustment of deviation and deduction of discounts (if any) is ranked the first.
ITB 30	Contract negotiation: Not applicable
ITB 31.5	The bidder has the lowest price for Whole package after rectification of errors, adjustment of deviation and deduction of discounts (if any).
ITB 34.1	The maximum percentage of work volume may be increased is: Not applicable The maximum percentage of work volume may be decreased is: Not applicable
ITB 34.2	Additional purchase option: Not applicable The maximum of additional purchase option: Not applicable
ITB 38.2	Vietsovpetro'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 Vietsovpetro 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.
- 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* 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 of goods under the scope of the bid package)

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 <i>01 January 2022</i> to the bid submission deadline, non-performance ¹ of a contract did not occur due to Bidder's fault	Must meet requirement	not applicable	must meet requirement	Form 09
2	Tax obligations fulfilment	Has fulfilled tax obligations ² of the latest fiscal year to the Deadline for Bid submission	Must meet requirement	not applicable	must meet requirement	Form 10 Commitment along with the Application for Bidding

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 Bidders provide documents proving that they have fulfilled their tax declaration and payment obligations of the latest fiscal year to the time of bid closing to comparison during negotiations.

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 of the last 03 years 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 last 03 years (to the deadline for bid submission) ¹ : ≥ 150.700,00 USD/ 3.950.000.000 VND (In case 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)	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.

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	The bidder who has completed Similar Contracts as a main contractor (independent or member of	must meet requirement	must meet requirement	must meet requirement	Form 07A

supplying similar goods	joint venture) or sub-contractor ¹ shall be evaluated in accordance with the following requirements: - At least 01 Similar Contract; - The minimum value of the contract is: ≥ 50.300,00 USD/ 1.320.000.000 VND; - Supply of material/equipment in oil and gas industry or other industries; - Within the last 5 years prior to the deadline for submission of bids; - Level of Completion: up to 80% of the contract value (to verify that the Similar Contract has been completed to the required extent, the Bidder shall provide Invoices).			(equivalent to the volume of work implemented)	
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Notes:

1 For contract implemented by bidder as member of Consortium or sub-contractor, only the amount of work implemented by Bidder itself will be considered.

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 (To be evaluated in the Technical evaluation stage)	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. (as per required in the Technical requirement) - 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. (as per required in the Technical requirement).	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 of goods under the scope of the bid package
– NOT APPLICABLE)*

2.2 Evaluation Criteria for Key personnel *(Not applicable)*

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 Whole package** 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:

**For [goods such as pipes and metal]: The inland transportation cost = 10.66 USD/ton*

**For [other goods]: The inland transportation cost = 0.25% x Total proposed bid price.*

- b) In case bidder has discount, 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

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 (Not applicable)

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			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 (Financial Proposal)			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. N/A			X
23	Form 14B. N/A			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 15C. 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 AGREEMENT ¹

_____, 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 Investor ... is as follows:

- The Investor 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
(*applied for independent bidder*)

Bảo lãnh dự thầu

Bên thụ hưởng: _____ [*ghi tên và địa chỉ của Bên mời thầu*]

Ngày phát hành bảo lãnh: _____ [*ghi ngày phát hành bảo lãnh*]

BẢO LÃNH DỰ THẦU SỐ: _____ [*ghi số trích yếu của Bảo lãnh dự thầu*]

Bên bảo lãnh: _____ [*ghi tên và địa chỉ nơi phát hành, nếu những thông tin này chưa được thể hiện ở phần tiêu đề trên giấy in*]

Chúng tôi được thông báo rằng _____ [*ghi tên nhà thầu*] (sau đây gọi là "Bên yêu cầu bảo lãnh") sẽ tham dự thầu để thực hiện gói thầu _____ [*ghi tên gói thầu*] thuộc dự án _____ [*ghi tên dự án*] theo Thư mời thầu/thông báo mời thầu số _____ [*ghi số trích yếu của Thư mời thầu/thông báo mời thầu*].

Chúng tôi cam kết với Bên thụ hưởng rằng chúng tôi bảo lãnh cho nhà thầu tham dự thầu gói thầu này bằng một khoản tiền là _____ [*ghi rõ giá trị bằng số, bằng chữ và đồng tiền sử dụng*].

Bảo lãnh này có hiệu lực trong _____² ngày, kể từ ngày __ tháng __ năm ____³.

Theo yêu cầu của Bên yêu cầu bảo lãnh, chúng tôi, với tư cách là Bên bảo lãnh, cam kết không hủy ngang và vô điều kiện thanh toán cho Bên thụ hưởng một khoản tiền hay các khoản tiền không vượt quá tổng số tiền là _____ [*ghi bằng chữ*] [*ghi bằng số*] trong vòng 05 ngày làm việc kể từ ngày nhận được văn bản thông báo nhà thầu vi phạm từ Bên thụ hưởng trong đó nêu rõ mà không cần chứng minh:

1. Nhà thầu rút hồ sơ dự thầu sau thời điểm đóng thầu và trong thời gian có hiệu lực của hồ sơ dự thầu;
2. Nhà thầu vi phạm pháp luật về đấu thầu dẫn đến phải hủy thầu theo quy định tại Mục 32 – Chỉ dẫn đối với nhà thầu;
3. Nhà thầu không tiến hành hoặc từ chối tiến hành thương thảo hợp đồng trong thời hạn 5 ngày làm việc, kể từ ngày nhận được thông báo mời đến thương thảo hợp đồng của Bên mời thầu; hoặc Nhà thầu tiến hành thương thảo hợp đồng nhưng rút lại các cam kết trong HSDT dẫn đến việc thương thảo hợp đồng không thành công, trừ trường hợp bất khả kháng;
4. Nhà thầu không tiến hành hoặc từ chối tiến hành hoàn thiện hợp đồng trong thời hạn 20 ngày, kể từ ngày nhận được thông báo trúng thầu của Bên mời thầu hoặc đã hoàn thiện hợp đồng nhưng từ chối ký hợp đồng, trừ trường hợp bất khả kháng;
5. Nhà thầu không thực hiện biện pháp bảo đảm thực hiện hợp đồng theo quy định tại Mục 37.1 - Chỉ dẫn đối với nhà thầu.

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 yêu cầu 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 yêu cầu bảo lãnh và Bên thụ hưởng về hoặc liên quan tới Gói thầu 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.

Nếu Bên yêu cầu bảo lãnh được lựa chọn: bảo lãnh này sẽ hết hiệu lực ngay sau khi Bên yêu cầu bảo lãnh ký kết hợp đồng và nộp Bảo lãnh thực hiện hợp đồng cho Bên thụ hưởng theo thỏa thuận trong hợp đồng đó.

Nếu Bên yêu cầu bảo lãnh không được lựa chọn: bảo lãnh này sẽ hết hiệu lực ngay sau khi chúng tôi nhận được bản chụp văn bản thông báo kết quả lựa chọn nhà thầu từ Bên thụ hưởng gửi cho Bên yêu cầu bảo lãnh; trong vòng 30 ngày sau khi hết thời hạn hiệu lực của hồ sơ dự thầu.

Bất cứ yêu cầu bồi thường nào theo bảo lãnh này đều phải được gửi đến văn phòng chúng tôi trước hoặc trong ngày đó.

Đại diện hợp pháp của ngân hàng

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

BID BOND

Beneficiary: JOINT VENTURE VIETSOVPETRO
105 LE LOI STR, VUNGTAU CITY, S.R. VIETNAM.
(Hereinafter referred to as the Beneficiary)

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 ITB 32;
3. Bidder fails or refuses to conduct contract negotiations within 05 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, 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
(applied for consortium bidders)
BẢO LÃNH DỰ THẦU

Bên thụ hưởng: ____ [ghi tên và địa chỉ của Bên mời thầu]

Ngày phát hành bảo lãnh: ____ [ghi ngày phát hành bảo lãnh]

BẢO LÃNH DỰ THẦU số: ____ [ghi số trích yếu của Bảo lãnh dự thầu]

Bên bảo lãnh: ____ [ghi tên và địa chỉ nơi phát hành, nếu những thông tin này chưa được thể hiện ở phần tiêu đề trên giấy in]

Chúng tôi được thông báo rằng ____ [ghi tên nhà thầu] (sau đây gọi là "Bên yêu cầu bảo lãnh") sẽ tham dự thầu để thực hiện gói thầu ____ [ghi tên gói thầu] thuộc dự án ____ [ghi tên dự án] theo Thư mời thầu/thông báo mời thầu số ____ [ghi số trích yếu Thư mời thầu/thông báo mời thầu].

Chúng tôi cam kết với Bên thụ hưởng rằng chúng tôi bảo lãnh cho nhà thầu tham dự thầu gói thầu này bằng một khoản tiền là ____ [ghi rõ giá trị bằng số, bằng chữ và đồng tiền sử dụng].

Bảo lãnh này có hiệu lực trong ____ ngày, kể từ ngày ____ tháng ____ năm ____

Theo yêu cầu của Bên yêu cầu bảo lãnh, chúng tôi, với tư cách là Bên bảo lãnh, cam kết không hủy ngang và vô điều kiện thanh toán cho Bên thụ hưởng một khoản tiền hay các khoản tiền không vượt quá tổng số tiền là ____ [ghi bằng số và chữ] trong vòng 05 ngày làm việc kể từ ngày nhận được văn bản thông báo nhà thầu vi phạm từ Bên thụ hưởng trong đó nêu rõ mà không cần chứng minh:

1. Nhà thầu rút hồ sơ dự thầu sau thời điểm đóng thầu và trong thời gian có hiệu lực của hồ sơ dự thầu;
2. Nhà thầu vi phạm pháp luật về đấu thầu dẫn đến phải hủy thầu theo quy định tại Mục 32 – Chỉ dẫn đối với nhà thầu;
3. Nhà thầu không tiến hành hoặc từ chối tiến hành thương thảo hợp đồng trong thời hạn 5 ngày làm việc, kể từ ngày nhận được thông báo mời đến thương thảo hợp đồng của Bên mời thầu; hoặc Nhà thầu tiến hành thương thảo hợp đồng nhưng rút lại các cam kết trong HSDT dẫn đến việc thương thảo hợp đồng không thành công, trừ trường hợp bất khả kháng;
4. Nhà thầu không tiến hành hoặc từ chối tiến hành hoàn thiện hợp đồng trong thời hạn 20 ngày, kể từ ngày nhận được thông báo trúng thầu của Bên mời thầu hoặc đã hoàn thiện hợp đồng nhưng từ chối ký hợp đồng, trừ trường hợp bất khả kháng;
5. Nhà thầu không thực hiện biện pháp bảo đảm thực hiện hợp đồng theo quy định tại Mục 37.1 - Chỉ dẫn đối với nhà thầu.

Nếu bất kỳ thành viên nào trong liên danh ____ [ghi đầy đủ tên của nhà thầu liên danh] vi phạm quy định của pháp luật dẫn đến không được hoàn trả bảo đảm dự thầu theo quy định tại Mục 19.5 - Chỉ dẫn nhà thầu của hồ sơ mời thầu thì bảo đảm dự thầu của tất cả thành viên trong liên danh sẽ không được hoàn trả.

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 yêu cầu 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 yêu cầu bảo lãnh và Bên thụ hưởng về hoặc liên quan tới Gói thầu 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.

Nếu Bên yêu cầu bảo lãnh được lựa chọn: bảo lãnh này sẽ hết hiệu lực ngay sau khi Bên yêu cầu bảo lãnh ký kết hợp đồng và nộp Bảo lãnh thực hiện hợp đồng cho Bên thụ hưởng theo thỏa thuận trong hợp đồng đó.

Nếu Bên yêu cầu bảo lãnh không được lựa chọn: bảo lãnh này sẽ hết hiệu lực ngay sau khi chúng tôi nhận được bản chụp văn bản thông báo kết quả lựa chọn nhà thầu từ Bên thụ hưởng gửi cho Bên yêu cầu bảo lãnh; trong vòng 30 ngày sau khi hết thời hạn hiệu lực của hồ sơ dự thầu.

Bất cứ yêu cầu bồi thường nào theo bảo lãnh này đều phải được đến tới văn phòng chúng tôi trước hoặc trong ngày đó.

Đại diện hợp pháp của ngân hàng

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

BID BOND

Beneficiary: JOINT VENTURE VIETSOVPETRO

105 LE LOI STR, VUNGTAU CITY, S.R. VIETNAM.

(Hereinafter referred to as the Beneficiary)

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.]*² (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 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 ITB 32;
3. Bidder fails or refuses to conduct contract negotiations within 05 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, 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 15.4 - Instructions to Bidders of Invitation for Bids, 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:

¹ 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 point 18.2 Bidding Data Sheet (BDS).

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: 008.100.00000.11 (VND)

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:	<i>[Full current address of the Investor]</i>		
Telephone/fax:	<i>[Phone number, fax number including country code, area code]</i>		
Email:	<i>[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)



PROPOSED KEY PERSONEL

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), Vietsovetro 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, [...] 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, [...] 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 05 Years ² [VND/USD]		
Year 1	Year 2	Year 3

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
[name, position, signature and stamp]

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).

⁽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

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 (Not Applicable)	
	Total bidding price (Transfer to Application for Biding form)	(M₁) + (M₂)

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



FORM 12A

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

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. 7x8)
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><u>Note:</u></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)

Note:

Col. (1) (2) (6) (7): In accordance with List of goods stipulated in Part 2 Chapter V – Scope of Supply; Bidder offers in Col. (3) (4) (5) (8) (9) (10) (11) (12)

For Vietnamese Bidders: The Bidders are requested to offer price on delivery to **Vietsovpetro warehouse, Rach Dua Ward, 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 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 as stipulated in **Part 4** – Scope of supply Requirement.

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
(NOT APPLICABLE)



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	<i>Goods 1</i>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	<i>Goods 2</i>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
...	...					
<i>n</i>	<i>Goods n</i>		<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 $G = (I) - (II)$
	(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 GOODS ⁽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]

Ghi chú 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. SCOPE OF SUPPLY REQUIREMENTS

Chapter V. Scope of Supply 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:
- Delivery time:
- 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 percent) 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*]



CONTRACT FORM**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 PO shall be conducted in writing, to addresses specified in the PO. The term “in writing” means communicated in written form with proof of receipt.
- 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 or another form approved by the Company.

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 or the change of subcontractor content stated in the Proposal 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 8, and follow the Delivery Schedule of Goods (and Completion Date of Related Services), as per GCC Clause 9.



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

12.1 The Contractor shall be responsible for all costs of taxes, fees and charges incurred until the goods are delivered to the Company.

12.2 In case the Contractor is eligible for tax, fee and charge exemption or reduction, the Company shall use its best efforts to enable the Contractor to apply tax, fee and charge exemption or reduction policies.

12.3 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

Copyright in all drawings, documents and records containing information and data submitted by the Contractor to the Company remains vested in the Contractor. Where such drawings, documents and records are provided to the Company directly or through the Contractor by a third party, copyright in such drawings, documents and records shall remain vested in that third party.

16. Use of documentations and information relating to Contract

16.1. The Company and the Contractor shall keep confidential any documents, data or other information relating to the contract provided directly or indirectly by one party to the other party, and shall not disclose such documents, data or information to a third party without the prior written consent of the other party, whether such documents, data or information are provided before, during or after the fulfillment or termination of the contract. The Contractor may transfer to a subcontractor appropriate documents, data and information provided by the Company for the subcontractor to perform its work under the contract; in this case, the subcontractor shall have an undertaking to the Contractor to keep such documents, data or information confidential.

16.2. The Company shall not use the documents, data and other information received from the Contractor for any purpose other than the contract. The Contractor shall not use the documents, data and other information received from the Company for any purpose other than the performance of the contract.

16.3. The obligations of the Company and the Contractor specified in under GCC Sub-Clauses 16.1 and 16.2 shall not apply to information that:



- a) Information that the Company or Contractor needs to provide to the competent authority;
- b) Information that has been or will be published through no fault of the Company or Contractor;
- c) Information owned by one party at the time of publication and not previously provided directly or indirectly by the other party;
- d) Information that a party lawfully receives from a third party that is not under an obligation to keep the information confidential.

16.4. The provisions of GCC Clause 16 shall not in any way modify any confidentiality commitments made by a party prior to the date of signing the contract relating to the provision of goods and services.

16.5. The provisions of GCC Clause 16 shall continue in effect after fulfillment or termination of the contract for any reason.

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 9 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 indemnity

28.1. The Contractor shall, subject to the Company's compliance with GCC Sub-Clause 28.2, indemnify and hold harmless the Company and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Company may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the contract by reason of:

a) The installation of goods by the Contractor or the use of goods in Vietnam;

b) The sale of the products produced by goods.

Such indemnity shall not cover any use of goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the contract, neither any infringement resulting from the use of goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the bidder, pursuant to the contract.

28.2. If any proceedings are brought or any claim is made against the Company arising out of the matters referred to in GCC Sub-Clause 28.1, the Company shall promptly give the Contractor a notice thereof, and the Contractor may at its own expense and in the Company's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

28.3. If the Contractor fails to notify the Company within 28 days after receipt of such notice, that it intends to conduct any such proceedings or claim, then the Company shall be free to conduct the same on its own behalf.



28.4. The Company shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.

28.5. The Company shall indemnify and hold harmless the Contractor and its employees, officers, and subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Contractor may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Company.

29. Change in laws and regulations

Unless otherwise specified in the contract, if after the date of 28 days prior to deadline for submission of bids, any law or regulation is promulgated, abrogated, or changed Vietnam that subsequently affects the Delivery Date and/or the contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 11.

30. Export restriction

Any to provide deliveries or services, provided that the Contractor can declare to the satisfaction of the Company that it has completed all formalities in a timely manner, including applying for permits export restrictions which arise from trade regulations from a country supplying the goods or services, and which substantially impede the Contractor from meeting its obligations under the contract, shall release the Contractor from the obligation, authorizations, and licenses necessary for the export of the goods or services under the terms of the contract. Termination of the contract on this basis shall be for the Company's convenience.



(FOR INTERNATIONAL CONTRACTOR)

PURCHASE ORDER

No.

_____, day ____ month ____ year ____

To:

Fax:

Attn.:

Subj.: PURCHASE ORDER No..... for the supply of ...

Total number of pages inclusive of this one: ...

Dear Sir,

Thank you for your offer **Provision of** (VSP's Inquiry No.). We are pleased to confirm this Purchase Order on the terms and conditions as follows:

This transaction is made between:

VIETSOVPETRO

105 Le Loi Street, Vung Tau Ward, Ho Chi Minh City, S.R.Vietnam

Hereinafter referred to as the Buyer.

AND

.....

Hereinafter referred to as the Seller.

ARTICLE 1: OBJECT

The Seller agrees to sell and the Buyer agrees to buy (VSP's Inquiry No.) hereinafter referred to as "Goods", with the quantity, specifications, scope of supply as described in Appendix No. 01 (in pages) which are considered as an integral part of this Purchase Order.

- All Goods are manufactured in

- The Goods will be used for Petroleum activities in Block of Vietsovpetro.

ARTICLE 2: PRICE AND TOTAL VALUE

2.1 The unit prices for the Goods are specified in the Appendix No. 01 of this Purchase Order.

2.2 The total value of this Purchase Order is **USD** - CFR Vietsovpetro Port, Vungtau City, S.R Vietnam – Incoterms 2020.

(In words:)

2.3 The price as mentioned above is understood CFR – Vietsovpetro Port, Vungtau City, S.R Vietnam - Incoterms 2020, not subject to any alteration and includes value of the Goods, packing, marking, painting, assembling, testing, inspection, manufacturer's certificates, freight, export license if necessary, guarantee services if any etc... in accordance with terms and conditions of this Purchase Order as well as all duties levied in connection with the performance of this Purchase Order outside the Buyer's country. FCWT (if any) shall be at Buyer's account.

ARTICLE 3: DELIVERY



- 3.1 Delivery date: Not later than **calendar days** from the date of Letter of Award (LOA) to the date that the Goods arrival at Vietsovpetro port (included navigation period and transportation time).
Earlier shipment is allowed.
Partial shipment is allowed: max shipments.
Transshipment and multimodal transport are allowed at Seller's care and account.
- 3.2 Shipment to be made from port to Vietsovpetro Port, Ho Chi Minh City, S.R.Vietnam on the term CFR - Vietsovpetro Port, Ho Chi Minh City, S.R.Vietnam – Incoterms 2020, except the otherwise stated in this Purchase Order.
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 contract) incurring inland transportation to the port specified, the Seller will be subject to Foreign contractor with holding 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.
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.
- 3.3 The Delivery Date is understood as: The date that Goods arrival at Vietsovpetro port (included navigation and transportation time).
The date of arrival mention here will following the date of arrival of the Goods at Vietsovpetro port that indicated in "Arrival Notice" of Vessel Agent.
- 3.4. The carrying vessel must have ISM certificate.

ARTICLE 4: NOTICE OF SHIPMENT AND DOCUMENTATION

- 4.1 The Seller shall notify the Buyer by fax as soon as possible, but not later than 03 working days from the Bill of Lading date the following information regarding the shipment:
- Purchase Order Number
 - Name of Goods, quantity and value
 - Number of cases, gross weight, measurement
 - Bill of Lading number and its date.
 - Name of vessel, nationality.
 - Port of exit, ETD/ ETA
 - Address, telephone, fax of the shipping agent in Vietnam.
 - Any other special instructions, which should call to the Buyer's attention.
- The Seller shall be responsible for any losses, expenses which may be occurred due to incorrect information from the Seller to the Buyer.
- 4.2 Required shipping document for purchased goods.
- 4.2.1. By T/T:
Immediately but not later than 03 working days from the Bill of lading date the Seller shall send by Express courier or FEDEX or DHL at the Seller's expenses to "Vietsovpetro" - 105 Le Loi, Vung Tau Ward, Ho Chi Minh City, SR Vietnam the following shipment documents:
1. **Clean on board Bill of Loading** evidencing shipment from port with destination Vietsovpetro Port, Vungtau City, S.R.Vietnam, consignee: Vietsovpetro 105 Le Loi Street, Vungtau City, S.R. Vietnam, marked "Freight prepaid": 02 Surrender and 02 copies.



2. **Detailed Packing List** showing the content of each case or lot, gross and net weight: covering Goods as specified in Appendix No. 01 to this Purchase Order: 02 originals and 02 copies.
3. **Signed Commercial Invoice** issued by the Seller for the respective shipment value indicating CFR Vietsovpetro Port, Vungtau City, S.R.Vietnam, with itemized and total prices: 02 originals and 02 copies.
4. **Certificate of Quality and Quantity** issued by manufacturer: *as stipulated in Technical Requirements*.
5. **Certificate of Origin** issued by the Chamber of Commerce in Manufacturer's / Exporter's country: *as stipulated in Technical Requirements*.
6. Other Certificates *as stipulated in Technical Requirements*.
7. **Certificates of Guarantee** issued by the Seller for the quality of Goods for the period of ... months from the date of delivery: Original.
8. **Export License or Letter of the Seller** stating that Export License is not necessary for export: 01 original and 02 copies.
9. **Seller's cable or telex, fax** advising the shipment details (Invoice value, Bill of Lading date) to Vietsovpetro: 01 copy.

All the copies of the documents shall be legible, otherwise the photocopy of the original shall be furnished.

Seller shall be submit for Vendor data register list (VDRL) to Buyer for review/approval not later than 02 weeks from the date of Letter of Intent.

4.2.2. By L/C:

Immediately but not later than 05 working days from the Bill of lading date the Seller shall send by Express courier or FEDEX at the Seller's expenses to Vietsovpetro - 105 Le Loi Str., Vung Tau Ward, Ho Chi Minh City, S.R. Vietnam the following shipment documents unless otherwise stated:

1. **Clean on board Bill of Loading** evidencing shipment from port with destination Vietsovpetro Port, Vungtau City, S.R.Vietnam, consignee: Vietsovpetro 105 Le Loi Street, Vungtau City, S.R. Vietnam, marked "Freight prepaid": 02 Surrender and 02 copies.
2. **Detailed Packing List** showing the content of each case or lot, gross and net weight: covering Goods as specified in Appendix No. 01 to this Purchase Order: 02 originals and 02 copies.
3. **Signed Commercial Invoice** issued by the Seller for the respective shipment value indicating CFR Vietsovpetro Port, Vungtau City, S.R.Vietnam, with itemized and total prices: 02 originals and 02 copies.
4. **Certificate of Quality and Quantity** issued by manufacturer: *as stipulated in Technical Requirements*.
5. **Certificate of Origin** issued by the Chamber of Commerce in Manufacturer's / Exporter's country: *as stipulated in Technical Requirements*.
6. Other Certificates *as stipulated in Technical Requirements*.
7. **Certificates of Guarantee** issued by the Seller for the quality of Goods for the period of ...months from the date of delivery: Original.
8. **Export License or Letter of the Seller** stating that Export License is not necessary for export: 01 original and 02 copies.
9. **Seller's cable or telex, fax** advising the shipment details (Invoice value, Bill of Lading date) to Vietsovpetro: 01 copy.

All the copies of the documents shall be legible; otherwise the photocopy of the original shall be furnished.



- 4.3 If shipment to be made through a FIATA Freight Forwarder, under Through or Combined Transport Bill of Lading, the Seller shall have to send the Buyer by fax the copy of Local Bill of Lading of the last distance and inform the Buyer the name, contract address of the Transportation Agent in Vietnam.
- 4.4 Any storage demurrage or other charges due to non-receipt of shipping advice and/or shipping documents by the Buyer from the Seller or the Seller's agent as well as due to incorrect shipping document shall be at the Seller's account.
- 4.5 From the date of Letter of Award (LOA), The Seller must provide the Buyer with a regular report once a month on the first day of the month, showing the process of manufacturing, manufacturing, testing and supplying the Goods.
This report please send to email:@vietsov.com.vn and c/c:hq@vietsov.com.vn. The Seller must immediately report to Buyer the content of the report at least includes the following contents:
- a) Description of the work completed in the implementation stage;
 - b) Highlighting delays or delays that are likely to occur and the causes of delays affecting production progress and providing measures to ensure progress;
 - c) Change progress if any. During the implementation of the contract, all contacts of Seller send an official letter for VSP leader and send a copy by email:@vietsov.com.vn and c/c:@vietsov.com.vn.
- 4.6 Seller must ensure to provide all necessary documents as required in Article 4.2 of this Purchase Order when delivering goods to Buyer. In case Seller delivers goods to Buyer but does not have all the required documents, Buyer agrees to allow Seller to temporarily store the goods at the warehouse to wait for the complete collection of documents at no extra charge for first 5 calendar days. From the 6th day onwards, Seller will have to pay Buyer the storage cost of the shipment according to the current storage unit price of Buyer that is applied to Buyer's customers. This storage cost that will be deducted directly from the invoice for this Purchase Order or from any other payments of the Purchase Order that duly signed by both parties.

ARTICLE 5: PACKING

- 5.1 Goods supplied under this Purchase Order shall be packed in accordance with international standard for export packing to ensure safety of Goods from damages and corrosion during transportation and suitable for crane operations and handling.
- 5.2 Before packing, all metal parts of Goods must be preserved with proper grease and wrapped in waterproof strong paper to ensure protection from any damage and corrosion during their transportation and storage in Buyer's country within the guarantee period.
- 5.3 The Seller shall provide for each package a detailed packing list in English indicating the Purchase Order number, description of items, gross and net weight. One copy of the packing list in a waterproof envelope shall be put into each case with the Goods, the other copy should be fastened to the outer side of the wooden case and shall be covered with a metal plate nailed to the case. For steel cases, both copies of the packing list should be put into the cases.
- 5.4 The Seller shall be fully responsible for loss, damage of breakage of the Goods and/or rusting/corrosion resulting from defective or inadequate packing.

ARTICLE 6: MARKING

- 6.1 Marking shall be done in three sides of each case containing Goods, on the two opposite sides and on the top and contain the following information in the English language:

Shipper: Consignee: VIETSOVPETRO 105 Leloi Street, VungTau, S.R.VietNam Purchase Order No. Case No. /

Dimensions: Length x Width x Height in cm Gross WEIGHT (KGS) Net Weight (KGS) Airport/Port of Destination
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- 6.2 The marking must be clearly done by indelible paint and not less than 5 (five) cm high, unless restricted by the size of the case. Where necessary, the Seller shall conspicuously mark on the side of the case appropriate international marks according to the different characteristics, the special marking “Top”, “Bottom”, “Handle with care”, handling places for reloading.
- 6.3 For the oversized cases (more than 10M long), as well as for the case weighing 500 kgs and more, or if the height of the case exceeds one meter, the center of gravity shall be clearly shown with bright indelible paint with sign (+) on the end and side faces of the cases.
- 6.4 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.
- 6.5 The Seller shall be responsible for any kind of losses and/or damages of the Goods during loading and unloading as well as for its transportation as a consequence of improper or insufficient marking, as well as for any extra transportation and warehouse expenses, losses connected with misaddressed delivery of the Goods due to incomplete marking.

ARTICLE 7: PAYMENT CONDITIONS

By T/T:

- 7.1 One hundred percent (100%) of shipment value shall be paid by Telegraphic Transfer to the Seller’s account within thirty (30) 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 Articles 4.
- 7.2 Transfer fee shall be on the Buyer’s account.
- 7.3 All the banking fees, including bank commission and other charges associated with the advising and corresponding bank shall be on the Seller’s account.
- 7.4 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.
- 7.5 The Seller provides Seller’s bank account number.

By L/C:

- 7.6 As soon as possible, but not later than fifteen (15) days after the date of Seller’s reconfirmation the Buyer will open through the Bank for Foreign Trade of Vietnam, Vung Tau Branch, (Vietcombank Vung Tau) or other bank in Vietnam the Irrevocable and Unconfirmed Letter of Credit in favour of the Seller covering the total Purchase Order value with the content as per Appendix 1 which is to be considered as an integral part of this Purchase Order.

The validity of the Letter of Credit shall cover the Delivery Date plus 21 days.

- 7.7. Payment under this Letter of Credit shall be made for shipment and in the following installments to the Seller:

- 7.7.1. First Installment: 90% (Ninety percent) of the shipment value shall be made upon presentation of the following documents in English language by the Seller to the Bank:

1. **Clean on board Bill of Loading** evidencing shipment from port with destination Vietsovetro Port, Vungtau City, S.R.Vietnam, consignee: Vietsovetro 105 Le Loi Street, Vungtau City, S.R. Vietnam, marked “Freight prepaid”: 02 Surrender and 02 copies.



2. **Detailed Packing List** showing the content of each case or lot, gross and net weight: covering Goods as specified in Appendix No. 01 to this Purchase Order: 02 originals and 02 copies.
3. **Signed Commercial Invoice** issued by the Seller for the respective shipment value indicating CFR Vietsovpetro Port, Vungtau City, S.R.Vietnam, with itemized and total prices: 02 originals and 02 copies.
4. **Certificate of Quality and Quantity** issued by manufacturer: *as stipulated in Technical Requirements*.
5. **Certificate of Origin** issued by the Chamber of Commerce in Manufacturer's / Exporter's country: *as stipulated in Technical Requirements*.
6. Other Certificates *as stipulated in Technical Requirements*.
7. **Certificates of Guarantee** issued by the Seller for the quality of Goods for the period of ... months from the date of delivery: Original.
8. **Export License or Letter of the Seller** stating that Export License is not necessary for export: 01 original and 02 copies.
9. **Seller's cable or telex, fax** advising the shipment details (Invoice value, Bill of Lading date) to Vietsovpetro: 01 copy.

All the documents presented by the Seller to the Bank shall be duly certified by the Seller as correct, due and payable under the terms and conditions of the Letter of credit.

Payment for incomplete delivery will not be allowed.

- 7.7.2. Second Installment: Ten percent (10%) of shipment value shall be payable against confirmation of the Buyer to the Bank within 30 days after the date of the Certificate of quantity and condition issued by Independent Inspection Company at Buyer's warehouse and Invoice.
- 7.8 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.
- 7.9 All the banking fees, including bank commission charges and other charges associated with the opening bank shall be on the Buyer's account.
- 7.10 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.
- 7.11 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.
- 7.12 All charges associated with any extension of the Letter of credit arising due to delay in delivery as stated in Article 3 of this Purchase Order shall be at the Seller's account.
- 7.13 The Letter of Credit is to be automatically cancelled within 15 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 2 of this Purchase Order.

ARTICLE 8: GOODS'S SURVEY

- 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: GUARANTEE

- 9.1 The Seller guarantees that the Goods supplied under this Purchase Order shall be of the highest quality and designed standard as set in Manufacture's country for that type of Goods and shall



meet current technological achievements as required, and shall be suitable for normal operation in tropical area condition regarding environment temperature up to 45 Deg.C, humidity up to 100%.

9.2 Proper material of high quality shall be used for manufacturing the Goods to be supplied under this Contract, and the Seller guarantees that the Goods and its quality, quantity shall be fully in compliance with the technical specifications and scope of supply as mentioned in Article No.1 to this Purchase Order.

9.3 The Seller guarantees normal operation of all Goods to be supplied under this Purchase Order *months* from the date of delivery.

9.4 Should the Buyer reveal any defect within the guarantee period or if the quality of Goods supplied under this Purchase Order is not in compliance with terms and conditions of this Purchase Order and its appendix, the Buyer shall notify the Seller by telex/ fax of such defect. To substantiate the claims the Buyer shall submit to the Seller the official inspection report issued by Independent Inspection Company. The report of quality issued by Independent Inspection Company shall be legal document for Buyer to make claim to the Seller.

Any claim relating to defects or non-conformity, which occurred during the guarantee period of the Goods with the technical conditions as stated in the Appendix No.1 shall be submitted to the Seller not later than three months after expiration of the guarantee period.

9.5 The Seller shall inform the Buyer about the results of consideration of claim not later than 14 days after receipt of the Buyer's claim telex/fax and the Seller shall eliminate the revealed defects, at his own expenses, at the Buyer's first request without any delay, but not later than 15 days after receipt of the Buyer's claim telex/fax and/or replace the defective parts or the missing parts by the new ones of good quality on the condition CIF-Vietsovpetro port (or CIP-Tan Son Nhat airport), S.R.Vietnam. All charge associated with return of the defective Goods to the Seller and delivery the new one to Buyer shall be at the Seller's account.

9.6 Should the Seller fail to eliminate the defects as claimed, or fail to deliver new Goods within the stipulated time in Article 9.5, the Buyer shall charge to the Seller the agreed and liquidated damages at the rate as per Article 10, the period of the above penalty shall be counted from the date of which the Seller receives the Buyer's official claim to the date of elimination of the defects or to the delivery date of the new replacement Goods minus 15 days or the Buyer shall have the right to eliminate such defects at the Seller's expenses without prejudice to its right in respect of the guarantee, and the Seller undertakes to defray at first Buyer's request all actual expenses incurred in respect of such elimination and the agreed and liquidated damages at the rate 8% value of non-used Goods due to defect found. Small defects not requiring the Seller's participation and/or permitting no delay will be eliminated by the Buyer and charged at normal costs to the Seller.

9.7 The guarantee period for replaced part shall be equal to that indicated in Article 9.3 and the guarantee period for Goods will be extended by the time during which it was not used due to defect found.

9.8 When the elimination 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 the Seller is to be responsible to the Buyer under this Contract may be deducted by the Buyer from the payment of the Contract value or may be covered by act of law or otherwise from the Seller to be agreed by both parties.

ARTICLE 10: AGREED AND LIQUIDATED DAMAGES

10.1. The Seller must deliver goods as specified in Appendix 01 and by the date as stipulated in the Purchase Order. If delayed in delivery the Seller shall pay to the Buyer the agreed and liquidated damages as follows:

- Delay in the first four weeks: 1.00% of breached purchase order value per week.



- Delay in each following week: 1.50% of breached purchase order value per week.

When calculating the amount of the agreed and liquidated damages: One week is to be defined as 07 days with 04 days or more than 04 days to be considered as one week, 03 days and less will not be counted. The agreed and liquidated damages calculated on the value of the whole group having delayed items until the total amount of agreed and liquidated damages for delay shall not exceed 08% of breached purchase order value.

If The Seller delivers Goods in number of shipments as specified in Appendix no. 01, then the Delivery Time shall be counted as the last portion's delivery. Goods of the previous portions are only recorded at the warehouse of the Buyer until the last portion of Goods is delivered.

10.2. If The Seller does not deliver the sufficient quantity and types of goods as prescribed in Appendix 01 of this Purchase Order, in that case:

- The Seller shall pay to the Buyer the agreed and liquidated damages an amount equal to 08% of the Purchase Order.

If The Seller does not deliver enough quantity and type of goods for Purchase Order (as specified in Appendix 01 of this Contract):

- The Buyer has the right to refuse the entire Purchase Order. The Seller shall pay to the Buyer the agreed and liquidated damages an amount equal to 08% of the Purchase Order.

Or;

- The Buyer has the right to receive the rest of the Purchase Order, then, the Seller shall pay to the Buyer the agreed and liquidated damages an amount equal to 08% of the Purchase Order.

10.3. If the number of shipments exceeds the ones prescribed in Article 3, then the Seller is responsible for paying the extra costs for the exceeded shipments according to the prevailing prices which are applied by the Buyer to the current customers.

10.4. If the supplied goods do not conform to the quality as specified in Article 2 of the Purchase Order, the Buyer shall be entitled to refuse those Goods and payment of the Purchase Order, the Seller shall pay to the Buyer the agreed and liquidated damages as stipulated in Article.10.2. The Buyer shall be entitled to accept / not accept that the Seller will provide new goods to replace the defective ones.

10.5.1. If delay in delivery exceeds 60 days against the stipulated date as in Article 3.1 of this Purchase Order, except the Force majeure circumstances, the Buyer shall be entitled to:

a) Appoint a third party capable of providing goods/ goods with services. In that case, The Seller is responsible for signing a contract with that appointed party to continue performing the work.

Or;

b) Directly enter into contract with that third party buying goods / goods and services to continue performing the contract work. In that case, The Seller must pay the difference amount and other related costs and charges (if any).

Or;

c) Unilaterally terminate the Purchase Order and in this case The Seller shall pay to the Buyer the agreed and liquidated damages an amount equal to 08% of the Purchase Order value.

10.5.2. If the Seller delayed in delivery of one portion more than 60 calendar days as specified in Article 3.1 of this Purchase Order except the Force majeure circumstances, the Buyer shall be entitled to:

a) Appoint a third party capable of providing goods / goods with services. In that case, The Seller is responsible for signing a contract with the designated party to continue performing the work.

Or;

b) Directly enter into contract with the third party buying goods / goods and services to continue performing the contract work. In that case, The Seller must pay the difference



amount and other related costs and charges (if any).

c) Unilaterally terminate the Purchase Order and in this case The Seller shall pay to the Buyer the agreed and liquidated damages an amount equal to 08% of the Purchase Order value.

10.6. The total amount of the agreed and liquidated damages should not exceed 08% the Purchase Order value.

10.7. The amount of the agreed and liquidated damages stated in Article 10 of this Purchase Order is exclusive of VAT and import tax.

10.8. The Buyer shall be entitled to:

- 1) Deduct the amount of agreed and liquidated damages from the payment for this Purchase Order or from any payment for other Purchase Order (if any) between both sides.
- 2) Request the Seller's issuing Bank to pay the amount equal to the Performance Bond's value;
- 3) The Buyer shall make a written request to the Seller for the amount of agreed and liquidated damages payment. In all cases, The Seller should have to make commitment to the Buyer for the agreed and liquidated damages payment.

10.9. Any compensation for damage (if any) shall be made in accordance with the law of Viet Nam.

ARTICLE 11: PERFORMANCE BOND

11.1 As soon as possible within 07 (seven) calendar days from the date signing Purchase order (specified on page 01 of the contract), the Seller shall inform the Buyer by fax/telex of the issuance of the Performance Bond covering **Egih t percents (08%)** of the Purchase Order amount, with validity until the delivery date plus 60 days, issued by the banks/branches legally operated in VietNam, acceptable to the Buyer, informing the number, date of issue and full content. In case the Performance Bond issued by the banks/branches legally operated in VietNam, the Seller shall ensure that the issuing Bank will send to the Buyer the original Performance Bond through Vietcombank Vung Tau Branch.

The content of the Performance Bond shall be in conformity with the Appendix No.1 of this Purchase Order.

All costs relating to the Performance Bond shall be at Seller's account.

11.2 Should the Buyer not receive the valid, satisfactory Performance Bond within 30 days from the Purchase Order signing date, the Buyer has the right to cancel the Purchase Order at any time and withdraw the Bid Bond without recourse to the law court or to arbitration.

11.3 Should the validity of the Performance Bond be required to be extended (due to delay or extension of Delivery Date of Goods), Seller shall immediately instruct the Issuing Bank to make amendment to the Performance Bond and submit to the Buyer the amended Performance Bond (original) at least 07 working days before the current Performance Bond expires. Such amendment shall be advised by the Issuing Bank to Buyer through Vietcombank Vung Tau Branch.

11.4 Should the Buyer make use of Performance Bond, it will immediately send to the Seller copy of declaration to the bank.

ARTICLE 12: FORCE-MAJEURE.

12.1 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.



- 12.2 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.
- 12.3 The written certification of the Vietnam Chamber of Commerce and Industry or the competent agency in the place where the force majeure event occurred is sufficient evidence to prove the event and the time of the force majeure.
- 12.4 If the force majeure event lasts more than 02 months, each party has the right to terminate this contract without having to compensate any amount of money for the other party.
- 12.5 The difficulties in production such as lack of materials, electricity, labor, strike are not considered force majeure and do not exempt Party B from the obligation of delivery or late delivery; Information from newspapers, the network and other media is for reference only.

ARTICLE 13: LAW AND ARBITRATION

- 13.1 This Purchase Order is governed and construed in accordance with the law of Vietnam.
- 13.2 Any disputes or discrepancies, which may arise out from this Purchase Order, shall be settled smoothly, amicably, basing on mutual benefit and mutual understanding.
- 13.3 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 arbitrators is 03.
- The number of arbitrators shall be one
 - The place of the arbitration shall be Hanoi
 - The applicable law shall be the law of Vietnam
 - The language of arbitrator shall be Vietnamese
- 13.4 Decision / award of the arbitration shall be final and binding upon both parties. The losing party will bear the arbitration fees.

ARTICLE 14: OTHER CONDITIONS

- 14.1 Any amendment or supplement of this Purchase Order shall be valid only if they are made in writing and signed by both parties.
- All transactions during the performance of the Contract are made in writing by both Parties and sent by post or by fax number to the registered address or fax number of each Party specified in the contract according to the form of Appendix 4 (A,B).
- 14.2 Neither party shall be entitled to transfer its rights and obligations under this Purchase Order to any third party without the prior consent in writing of the other party.
- 14.3 All taxes, duties, custom fees in connection with the execution of this Purchase Order levied inside S.R. Vietnam but exception of Seller's personnel income tax shall be at Buyer's account. All taxes, duties, custom fees in connection with the execution of this Purchase Order levied outside S.R. Vietnam to be at Seller's account.
- 14.4 This Purchase Order shall come into force from the date of Seller's reconfirmation, which should be received by the Buyer within 07 days of this Purchase Order date and the Purchase Order will be terminated upon fulfillment by both parties all their obligations as per stipulated in this Purchase Order.
- 14.5 This Purchase Order is made in English and consists of pages, including Appendixes No. 1, 2, 3, 4 which are considered as integral parts of this Purchase Order (Appendix No. 01: Scope



of supply and Price Table, Appendix No. 02: Performance Bond, Appendix No. 03: Letter Of Credit Specimen, Appendix No. 04(A,B): Sample letter of transaction performance contract).

14.6 This Purchase Order is made in 05 originals of the same value, one of which retained by the Seller and four are retained by the Buyer.

14.7 Components of Purchase Order and legal order of precedence are as Clause 2 GCC.

We confirm that all of abovementioned terms and conditions of this Order are considered as terms and conditions of a Contract signed by and between two our companies.

This is an operative instrument, no mail/airmail will be followed.

Best regards,

FOR VIETSOVPETRO



Appendix No. 1 to the Purchase order No.....

SCOPE OF SUPPLY AND PRICE TABLE

1	2	3	4	5.1	5.2	6	7
No.	Description + P/N	Unit	Qty	MNF	CO	Unit Price	Extended Price (Column 4x6)
<i>1</i>	<i>Item 1</i>						<i>M1</i>
<i>2</i>	<i>Item 2</i>						<i>M2</i>

<i>n</i>	<i>Item n</i>						<i>Mn</i>
Total price CFR VSP Port							$M=M1+M2+\dots+Mn$

**LEGAL REPRESENTATIVE OF
SELLER**

[Full name, title, signature and stamp]

**LEGAL REPRESENTATIVE OF
BUYER**

[Full name, title, signature and stamp]



Appendix No.2
FORM OF PERFORMANCE BOND

TO: _____, day ____ month ____ year ____
_____ [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]



**Appendix No. 3 to the Purchase order No.
LETTER OF CREDIT SPECIMEN**

SUBJECT:

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

APPLICANT: VIETSOVPETRO

(THE BUYER) 105 Le Loi Str., Vung Tau Ward, Ho Chi Minh City, S.R. Vietnam

BENEFICIARY:
(THE SELLER)

ADVISING BANK:

AMOUNT: _____ USD

(In words: United State Dollars _____) - CFR - Vietsovpetro port, Ho Chi Minh City, S.R. Vietnam.

VALIDITY: The validity of the Letter of Credit shall cover the Delivery Date plus 21 days.

PAYMENT CONDITIONS:

Payment under this Letter of Credit shall be made for shipment and in the following installments:

I. First Installment: 90% (Ninety percent) of the shipment value shall be made upon presentation of the following documents in English language by the Seller to the Bank:

1. **Clean on board Bill of Loading** evidencing shipment from port with destination Vietsovpetro Port, Vungtau City, S.R.Vietnam, consignee: Vietsovpetro 105 Le Loi Street, Vungtau City, S.R. Vietnam, marked "Freight prepaid": 02 Surrender and 02 copies.
2. **Detailed Packing List** showing the content of each case or lot, gross and net weight: covering Goods as specified in Appendix No. 01 to this Purchase Order: 02 originals and 02 copies.
3. **Signed Commercial Invoice** issued by the Seller for the respective shipment value indicating CFR Vietsovpetro Port, Vungtau City, S.R.Vietnam, with itemized and total prices: 02 originals and 02 copies.
4. **Certificate of Quality and Quantity** issued by manufacturer: *as stipulated in Technical Requirements.*
5. **Certificate of Origin** issued by the Chamber of Commerce in Manufacturer's / Exporter's country: *as stipulated in Technical Requirements.*
6. Other Certificates *as stipulated in Technical Requirements.*
7. **Certificates of Guarantee** issued by the Seller for the quality of Goods for the period of ... months from the date of delivery: Original.
8. **Export License or Letter of the Seller** stating that Export License is not necessary for export: 01 original and 02 copies.
9. **Seller's cable or telex, fax** advising the shipment details (Invoice value, Bill of Lading date) to Vietsovpetro: 01 copy.

II. Second Installment: Ten percent (10%) of shipment value shall be payable against confirmation of the Buyer to the Bank within 30 days after the date of the Certificate of quantity and condition issued by Independent Inspection Company at Buyer's warehouse.

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 2020.

Delivery Date: from the date of LOI/LOA (included navigation period and transportation time). The date of arrival mention here will following the date of arrival of the Goods at Vietsovpetro port that indicated in "Arrival Notice" of Vessel Agent.

Earlier shipment is allowed

Partial shipment is allowed.

Total max. shipments.

Transshipment is allowed at Seller's care and account

The Delivery Date is understood as the date arrival 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 following Group have item be delay as follows:

- Delay in the first four weeks: 1.00% of breached purchase order value per week.
- Delay in each following week: 1.50% of breached purchase order 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 breached purchase order value.

The Letter of Credit is to be automatically cancelled within 15 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. 2 of this Purchase Order.



APPENDIX No. 04 (A)

CORRESPONDENCE TEMPLATE FOR CONTRACT PERFORMANCE

Day month year 20..

To: Vietsovetro
105 Le Loi – Vung Tau Ward, Ho Chi Minh City
Fax: 84-254-3839 857
Recipient: Tran Quoc Thang – Deputy General Director
Copy: Nguyen Thi Van Anh – Manager of Commercial Department
Email: thanhnq.hq@vietsov.com.vn, linhvp.hq@vietsov.com.vn

(Write the transaction content of: Change of Goods / Services, progress, use of Quota, contents related to the contract value, payment)

REPRESENTATIVE OF PARTY
(Signature and stamp)

APPENDIX No. 04 (B)

CORRESPONDENCE FORM FOR CONTRACT PERFORMANCE

Day month year 20..

To: Vietsovetro
105 Le Loi – Vung Tau Ward, Ho Chi Minh City
Fax: 84-254-3839 857
Recipient: Vietsovetro Commercial Department / Vietsovetro port & Logistics Division/
Offshore Construction Division
Email: thanhnq.hq@vietsov.com.vn, linhvp.hq@vietsov.com.vn

(Write the transaction content of: Notification of delivery, documentation of goods, notification of commencement of service / construction, information on personnel / equipment for service / construction ...)

REPRESENTATIVE OF PARTY
(Signature and stamp)



FOR VIETNAMESE CONTRACTOR

BIỂU MẪU HỢP ĐỒNG

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. Tiền 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. Tam 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. Phần 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:

V/v: Cung cấp, Lô ... (Gói thầu ...)

Căn cứ vào nhu cầu của Liên doanh Việt – Nga Vietsovpetro và khả năng cung cấp của Công ty...,
Hôm nay, ngày _____ tháng _____ năm 2024, các bên gồm

BÊN MUA: LIÊN DOANH VIỆT - NGA VIETSOVPETRO – Gọi tắt là Bên A

Địa chỉ : 105 Lê Lợi, Phường Vũng Tàu, TP.HCM
Điện thoại : 0254 3839 871/ 3839 872
Fax : 0254 3839 857
Tài khoản số :- tại Ngân hàng Ngoại thương VN, CN Vũng Tàu
Mã số thuế :
Đại diện : **Ông** – **Tổng Giám Đốc** (hoặc theo Ủy quyền)

BÊN BÁN: CÔNG TY.....– Gọi tắt là 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 “- **Lô ...**” (sau đây gọi tắt là “Hàng hóa”) với chủng loại, số lượng, đặc điểm kỹ thuật, đơn giá, giá trị hàng hóa theo Phụ lục 1 của hợp đồng và là một phần thống nhất và không tách rời của hợp đồng này.
Hàng hóa của hợp đồng được Vietsovpetro sử dụng cho hoạt động đầu khí tại Lô

Điều 2: Giá trị hợp đồng

- Đơn giá chi tiết: như nêu tại **Phụ lục số 01** của Hợp đồng này.
- Tổng giá trị Hợp đồng là :VNĐ (*Bằng chữ:*).
Giá trị hợp đồng trên không bao gồm thuế nhập khẩu, không bao gồm thuế GTGT của giá trị hàng hóa nhập khẩu ghi trên Tờ khai Hải quan nhưng đã bao gồm các loại thuế, phí, lệ phí phát sinh trong lãnh thổ Việt Nam. Thuế nhập khẩu và thuế GTGT trên được miễn theo Hiệp định liên Chính phủ cho hàng hóa Lô 09.1. Bên B được sử dụng Hạn mức nhập khẩu Lô 09.1 của Bên A để làm thủ tục nhập khẩu hàng hóa và miễn thuế theo Hiệp định.
- Giá trị hợp đồng nêu trên được tính trên cơ sở giao hàng tại kho Vietsovpetro tại thành phố HCM, bao gồm giá trị hàng hóa và các loại chi phí do Bên B chi trả như phí vận chuyển, đóng gói, bốc xếp lên phương tiện vận chuyển và các chi phí khác liên quan đến việc thực hiện hợp đồng này. Giá trị hợp đồng là giá cố định và không thay đổi trong suốt thời gian hợp đồng có hiệu lực.

Điều 3: Quy cách, số lượng, chất lượng hàng hóa

- Quy cách, số lượng, chất lượng, chủng loại, ký mã hiệu, hãng sản xuất, nước sản xuất, năm sản xuất và những thông số khác của hàng hóa do Bên B cung cấp phải phù hợp với quy định nêu trong Phụ lục số 1 của Hợp đồng này. Hàng hóa mới 100%, chưa qua sử dụng và trong tình trạng sử dụng tốt, được sản xuất năm



3.2 Hồ sơ kèm theo hàng hóa gồm:

- Hóa đơn thuế GTGT (Bản gốc);
- Chứng chỉ xuất xứ (C/O) do phòng Thương mại hoặc Tổ chức có thẩm quyền của nước sản xuất hoặc nước xuất khẩu hàng cấp (Bản gốc / Bản điện tử có kèm đường link để kiểm tra);
- Chứng chỉ số lượng và chất lượng (C/Q) do nhà sản xuất cấp (Bản gốc/ Bản điện tử có kèm đường link để kiểm tra);
- Các Chứng chỉ khác (Theo YCKT của HSMT) (Bản gốc);
- Chứng chỉ bảo hành của Bên B bảo hành kể từ ngày giao hàng (Bản gốc);
- Tài liệu kỹ thuật của hàng hóa (nếu có).

Hồ sơ mời thầu của Bên A và Hồ sơ dự thầu của Bên B cho gói thầu số là tài liệu tham chiếu về kỹ thuật cho hàng hóa của hợp đồng này.

Điều 4: Giao nhận và kiểm tra, giám định hàng hóa

4.1 Hàng hóa được giao phải phù hợp với yêu cầu quy định tại Điều 1 và Điều 3 của hợp đồng này trong thời hạn là **ngày lịch** tính từ ngày (LOI/LOA) (ngày/tháng/năm) / ngày ký hợp đồng đến ngày giao hàng tại kho của Bên A. 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 mục 4.8 dưới đây.

Định kỳ 02 tuần/lần (trước ngày 15 và 30 hàng tháng), Bên B có trách nhiệm thông báo bằng văn bản cho Bên A cập nhật tình hình đặt hàng, tiến độ sản xuất và kế hoạch giao hàng của hợp đồng. Trong quá trình thực hiện hợp đồng, nếu Bên B gặp vướng mắc liên quan đến việc giao hàng thì Bên B cần khẩn trương thông báo cho Bên A bằng văn bản để hai bên phối hợp xem xét xử lý nhằm đảm bảo việc cung cấp hàng hóa cho Bên A theo đúng chất lượng và tiến độ của hợp đồng.

4.2 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 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 Hàng hóa được giao ___ lần vào kho của Bên A tại thành phố HCM. Bên B cam kết giao hàng đúng số lần quy định. Trường hợp số lần giao hàng thực tế vượt quá số lần quy định tại Điều này, Bên A có thể đồng ý nhận hàng và Bên B phải chịu trách nhiệm thanh toán cho Bên A toàn bộ chi phí phát sinh từ việc Bên A tổ chức nhận hàng của các lần giao hàng vượt quá quy định trong Hợp đồng theo đơn giá hiện hành của Bên A đang áp dụng cho các khách hàng của Bên A.

4.5 Dỡ hàng từ phương tiện của bên B do Bên A đảm nhận bằng phương tiện, nhân lực và chi phí của mình.

4.6 Trong vòng 02 ngày trước khi giao hàng, Bên B phải thông báo bằng văn bản cho Bên A biết về số lượng, quy cách đóng gói hàng hóa để Bên A bố trí nhân lực và phương tiện bốc dỡ. Văn bản thông báo giao Hàng hoá phải được gửi cho Bên A và đơn vị được uỷ quyền nhận Hàng hoá của Bên A (Xí nghiệp Dịch vụ). Văn bản thông báo giao Hàng hoá phải nêu rõ:

- Số Hợp đồng dẫn chiếu;
- Loại Hàng hoá giao, bao gồm số lượng, khối lượng và giá trị;
- Tên phương tiện 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...
- 4.7 Người của Bên B đến giao hàng phải có giấy giới thiệu của người đại diện ký Hợp đồng của Bên B.
- 4.8 Đại diện của Liên Doanh Việt - Nga Vietsovetro (là Xí nghiệp Dịch vụ và Đơn vị đặt hàng) và đại diện của Bên B tham gia giao nhận, kiểm tra hàng hóa của hợp đồng này và lập Biên bản giao nhận hàng (theo Phụ lục số 2 của hợp đồng này) sẽ ghi rõ số lượng, tình trạng, các hồ sơ giao kèm theo hàng hóa. Biên bản giao nhận hàng phải được Lãnh đạo Xí nghiệp Dịch vụ và Lãnh đạo Đơn vị đặt hàng phê duyệt. Biên bản giao nhận hàng là căn cứ để Bên A thanh toán cho Bên B.
- 4.9 Trong trường hợp cần thiết, bằng chi phí của mình, Bên A (giao cho Xí nghiệp Dịch vụ) có quyền trưng cầu cơ quan giám định độc lập tham gia giám định hàng hóa. Trong vòng 3 ngày làm việc kể từ khi kết thúc giám định, cơ quan giám định độc lập cung cấp Chứng thư giám định tình trạng và số lượng hàng hóa. Chứng thư giám định hàng hóa là căn cứ pháp lý để Bên A khiếu nại Bên B.
- 4.10 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 3 của Hợp đồng này. Trong trường hợp Bên B giao hàng tới kho của Bên A 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.
- 4.11 Bên A có quyền từ chối nhận Hàng nếu Hàng hoá khi giao không đảm bảo chất lượng, như đã quy định ở Điều 1, Phụ lục số 1 cũng như không có đầy đủ bộ chứng từ đi kèm như quy định tại Điều 3 của Hợp đồng này.

Điều 5: Bao bì, Đóng gói và Ký mã hiệu:

- 5.1 Hàng hoá giao theo Hợp đồng này sẽ được đóng trong bao bì thích hợp theo tiêu chuẩn xuất khẩu, bảo đảm cho hàng hoá không bị hư hại, ăn mòn trong quá trình vận chuyển và thuận tiện cho bốc xếp, bốc dỡ.
- 5.2 Bên B hoàn toàn chịu trách nhiệm trong trường hợp hàng hoá bị mất mát, hư hỏng do thiếu sót trong việc đóng gói Hàng hoá.
- 5.3 Hàng hoá 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 (nếu có).
 - Số Hợp đồng (nếu có).
- 5.4 Bên B chịu toàn bộ phí tổn đối với mọi mất mát/ hư hại của Hàng hoá 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 hoá bị gửi nhầm địa chỉ do ghi ký mã hiệu sai.

Điều 6: Trách nhiệm do vi phạm hợp đồng

- 6.1 Bên B phải giao hàng đầy đủ cho Bên A được quy định tại Phụ lục số 01 của hợp đồng và theo thời hạn quy định của hợp đồng. Nếu Bên B giao hàng bị chậm thì Bên B phải chịu phạt 0,2%/ngày cho 10 ngày lịch chậm đầu tiên; phạt 0,3%/ngày cho những ngày lịch tiếp theo tính trên phần giá trị của hợp đồng bị vi phạm cho đến mức tổng số tiền phạt không quá 08% phần giá trị của hợp đồng bị vi phạm.



- Nếu Bên B giao hàng quy định tại Phụ lục số 01 của hợp đồng này theo nhiều lần giao hàng thì thời gian giao nhận hàng của hợp đồng được tính là thời gian giao hàng theo lần giao cuối cùng. Hàng hoá của những lần giao trước chỉ được ghi nhận lưu kho tại kho của Bên A cho đến khi Bên B giao nhận đủ số hàng của cả hợp đồng.
- 6.2 Nếu Bên B không giao đủ số lượng, chủng loại hàng hóa (như quy định ở Phụ lục số 1 của Hợp đồng này) thì bên B vi phạm nghĩa vụ giao hàng theo hợp đồng này và phải chịu phạt một khoản tiền bằng 08% giá trị của hợp đồng.
- 6.3 Nếu Bên B giao hàng hoá vượt số lần giao nhận như quy định tại Điều 4 của hợp đồng này thì:
Bên B đã vi phạm điều kiện giao nhận hàng và phải chịu trách nhiệm thanh toán các chi phí liên quan tới giao nhận hàng hoá cho lần giao hàng vượt quá số lần giao hàng theo hợp đồng này theo mức đơn giá hiện hành của Bên A đang áp dụng cho các khách hàng của Bên A.
- 6.4 Nếu bên B giao hàng không đảm bảo chất lượng như qui định tại Điều 2 của hợp đồng thì Bên A sẽ không nhận hàng và phạt Bên B theo mức phạt không giao đủ hàng như quy định tại mục 6.2 của hợp đồng này. Bên A có quyền chấp nhận/ không chấp nhận việc bên B sẽ cung cấp hàng mới thay thế cho hàng không đảm bảo chất lượng trên.
- 6.5 Vi phạm do cung cấp chậm/ cung cấp không đủ hàng hoá:
6.5.1. Nếu Bên B giao hàng chậm 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. 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.
6.5.2. 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. 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.
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 hợp đồng.
- 6.6 Tổng các loại phạt không vượt quá 08% giá trị hợp đồng.
- 6.7 Giá trị hợp đồng bị vi phạm ghi ở Điều 5 của hợp đồng này là giá trị không có thuế GTGT và không bao gồm thuế nhập khẩu.
- 6.8 Để thu hồi khoản tiền phạt vi phạm, Bên A sẽ toàn quyền: 1) khấu trừ khoản tiền phạt vi phạm từ các khoản tiền mà Bên A sẽ thanh toán cho Bên B tại Hợp đồng này hoặc theo các hợp đồng khác được ký kết giữa hai bên; 2) Yêu cầu Ngân hàng cấp Bảo đảm thực hiện hợp đồng thanh toán ngay khoản tiền Bên B mở bảo lãnh cho Bên A ; 3) Bằng văn bản, yêu cầu Bên B thanh toán. Trong mọi trường hợp, Bên B cam kết nghiêm túc thực hiện nghĩa vụ thanh toán của mình cho Bên A.
- 6.9 Việc bồi thường thiệt hại (nếu có) được thực hiện theo quy định của pháp luật Việt Nam.



Điều 7: Bảo hành

- 7.1 Bên B chịu trách nhiệm bảo hành chất lượng của hàng hóa trong thời hạn kể từ ngày giao hàng. Điều kiện bảo hành theo đúng tiêu chuẩn bảo hành của nhà sản xuất.
- 7.2 Trong thời gian bảo hành nếu Bên A phát hiện có hư hỏng, sai sót về chất lượng hàng hóa thì Bên A sẽ thông báo kịp thời bằng fax/email cho Bên B biết để cùng nhau xác minh. Việc xác minh sai sót về chất lượng phải được Bên B tiến hành không chậm quá 15 ngày lịch kể từ ngày Bên B nhận được thông báo. Việc xác minh phải được lập thành biên bản, trong đó ghi rõ kết luận về nguyên nhân gây ra hư hỏng, xác định trách nhiệm thay thế cái mới/sửa chữa các hư hỏng đó thuộc về bên nào và thời hạn thay thế/sửa chữa làm căn cứ pháp lý trong thực hiện hợp đồng này.
- 7.3 Tùy mức độ hư hỏng, nhưng không quá 15 ngày lịch kể từ ngày có kết luận về nguyên nhân hư hỏng, sai sót về chất lượng hàng hóa do lỗi của Bên B thì Bên B phải tiến hành sửa chữa các sai sót về chất lượng hoặc đổi lại hàng mới cho Bên A.
- 7.4 Trong thời hạn 07 ngày lịch kể từ ngày nhận được thông báo của Bên A, nếu Bên B không trả lời thì coi như đã chấp nhận có sai sót về chất lượng hàng do lỗi của mình và có trách nhiệm phải sửa chữa các sai sót đó hoặc đổi lại hàng mới ngay trong vòng 15 ngày kể từ ngày nhận được thông báo của Bên A.
- 7.5 Nếu Bên B tiến hành sửa chữa hoặc đổi lại hàng mới bị chậm so với thời hạn quy định ở mục 7.3 và 7.4 của hợp đồng này thì Bên B phải chịu phạt theo mức phạt giao hàng chậm như quy định ở mục 6.1 của hợp đồng này.
- 7.6 Trong thời hạn quy định trên tại điều 7 của hợp đồng này, nếu Bên B không tiến hành khắc phục (sửa chữa các sai sót về chất lượng do lỗi của mình hoặc đổi lại hàng mới) thì Bên A có quyền tiến hành khắc phục (sửa chữa và/hoặc thay mới) và Bên B phải hoàn trả lại cho Bên A toàn bộ chi phí khắc phục, đồng thời phải chịu phạt 8% giá trị của mặt hàng này. Cách thức Bên A thu hồi tiền phạt từ Bên B quy định tại điều 6.7 của hợp đồng này.
- 7.7 Hàng hóa sau khi được Bên B sửa chữa và thay thế trong thời kỳ bảo hành sẽ được Bên B bảo hành lại ...tháng kể từ ngày bàn giao (có biên bản giao nhận hàng như quy định tại Phụ lục 02 của hợp đồng này).

Điều 8: Thanh toán

- 8.1 Bên A thanh toán cho Bên B 100% giá trị hóa đơn hàng đã giao bằng phương thức chuyển khoản qua ngân hàng trong vòng 30 ngày làm việc kể từ ngày nhận được bộ chứng từ thanh toán gồm:
 - 02 Hóa đơn thuế GTGT (02 bản gốc), 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. 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.
 - 01 bản gốc Biên bản giao nhận hàng (Điều 4.8 của Hợp đồng này).
 - Các chứng từ (theo quy định tại Điều 3.2 của Hợp đồng này).
 - Bảo đảm thực hiện Hợp đồng (01 bản copy).
 - Tờ khai Hải quan hàng nhập khẩu (bản copy)
- 8.2 Bên A chỉ thanh toán cho Bên B đối với hàng hóa hoàn toàn phù hợp với yêu cầu nêu trong hợp đồng.
- 8.3 Số tài khoản giao dịch theo hợp đồng này của Bên B: theo thông tin ghi tại trang 1 của hợp đồng.
- 8.4 Phí chuyển tiền do Bên A chịu.

Điều 9: Bảo đảm thực hiện Hợp đồng

- 9.1 Trong vòng 07 ngày làm việc sau ngày ký hợp đồng (ghi tại trang 01 của hợp đồng), Bên B phải nộp giấy bảo lãnh thực hiện hợp đồng (Phụ lục số 3 của hợp đồng này) được cấp bởi Ngân hàng có uy tín. Giá trị Bảo đảm thực hiện hợp đồng bằng 8% tổng giá trị hợp đồng. Giấy bảo lãnh này có hiệu lực bằng thời hạn giao hàng quy định tại mục 4.1 hợp đồng này cộng thêm 60 ngày lịch.
- 9.2 Mọi chi phí liên quan đến việc phát hành giấy bảo lãnh thực hiện hợp đồng do Bên B chịu.
- 9.3 Trong thời gian quy định tại mục 9.1 nêu trên, Bên B phải nộp bản gốc bảo lãnh thực hiện hợp đồng cho Bên A. Nếu sau thời gian quy định nói trên, Bên A không nhận được bảo lãnh thực hiện Hợp đồng thì Bên A có quyền đơn phương chấm dứt Hợp đồng và không hoàn trả Bảo đảm dự thầu của Bên B hoặc áp dụng quy định tại mục 6.8 của Hợp đồng này.
- 9.4 Bên B không được nhận lại Bảo đảm thực hiện hợp đồng trong trường hợp Bên B từ chối/không thực hiện hợp đồng sau khi ký hợp đồng.
- 9.5 Trong trường hợp Bên B vi phạm trách nhiệm thực hiện hợp đồng theo quy định tại hợp đồng này thì khoản tiền bảo đảm được Bên A dùng để khấu trừ tiền phạt.
- 9.6 Bên B phải ngay lập tức yêu cầu Ngân hàng phát hành giấy bảo lãnh thực hiện hợp đồng thực hiện sửa đổi giấy Bảo đảm thực hiện Hợp đồng trong trường hợp cần gia hạn thời gian hiệu lực của Bảo lãnh này vì lý do chậm giao hàng hoặc gia hạn thời hạn giao hàng, đồng thời gửi ngay cho Bên A giấy Bảo lãnh đã gia hạn hiệu lực (bản gốc) chậm nhất là 07 ngày làm việc trước khi Bảo lãnh cũ hết hiệu lực. Trường hợp Bên B chậm gia hạn hiệu lực bảo lãnh khi có yêu cầu của Bên A bằng văn bản thì Bên B sẽ chịu phạt 0,2% giá trị bảo lãnh tương ứng/ mỗi ngày chậm. Tổng giá trị phạt này không vượt quá 8% giá trị bảo lãnh tương ứng.

Điều 10: Bất khả kháng

- 10.1 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.
- 10.2 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 nếu trễ hơn 14 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.
- 10.3 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.
- 10.4 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.
- 10.5 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 11: Giải quyết tranh chấp

- 11.1 Bất kỳ tranh chấp nào phát sinh từ hợp đồng này sẽ được giải quyết bằng thương lượng giữa hai bên trên tinh thần hợp tác, hai bên cùng có lợi và tôn trọng lẫn nhau.
- 11.2 Trường hợp tranh chấp không thể giải quyết bằng thương lượng thì sẽ được giải quyết bằng trọng tài tại Trung tâm Trọng tài Quốc tế Việt Nam (VIAC) tại Hà Nội theo Quy tắc tổ tụng trọng tài của Trung tâm này. Số lượng trọng tài viên là 03 người. Luật áp dụng là Luật Việt

Nam.

Phán quyết của Trung tâm trọng tài là cuối cùng và buộc hai bên phải tuân thủ.

Án phí do bên thua kiện chịu.

Điều 12: Các điều khoản khác

- 12.1 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. 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 thể hiện tại Phụ lục số 4 (A, B) kèm theo.
- 12.2 Những điều không quy định hoặc quy định không đầy đủ trong Hợp đồng này sẽ căn cứ vào luật pháp Việt Nam hiện hành.
- 12.3 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 trước bằng văn bản của bên kia.
- 12.4 Trong quá trình thực hiện hợp đồng trường hợp xảy ra tranh chấp thì các văn bản dẫn chiếu được xem xét theo thứ tự ưu tiên xử lý theo mục Mục 2.2 ĐKC.
- 12.5 Hợp đồng này có hiệu lực kể từ ngày Ngân hàng Bên B mở bảo lãnh thực hiện Hợp đồng (ngày hiệu lực của bảo lãnh) và hoàn thành việc ký Hợp đồng nhưng không muộn hơn 7 ngày làm việc so với ngày được ghi trên Hợp đồng và tiếp tục cho đến khi hai bên thực hiện hết trách nhiệm của mình như quy định trong hợp đồng.
- 12.5 Hết thời hạn hiệu lực của hợp đồng, nếu hai bên không có khiếu nại gì coi như hợp đồng đã được thanh lý.
- 12.6 Hợp đồng gồm trang và 04 Phụ lục (Phụ lục số 01: Phạm vi cung cấp và bảng giá trị, Phụ lục số 02: Biên bản giao nhận hàng, Phụ lục số 03: Bảo lãnh Thực hiện Hợp đồng, Phụ lục số 04 (A, B): Mẫu Phương thức giao dịch) được lập thành 06 bản bằng tiếng Việt (có sử dụng tiếng Anh mô tả hàng hóa tại Phụ lục số 01), các bản có giá trị pháp lý như nhau, Bên A giữ 04 bản, Bên B giữ 02 bản.

ĐẠI DIỆN BÊN A

ĐẠI DIỆN BÊN B



PHỤ LỤC SỐ 01
HỢP ĐỒNG SỐ
 Mua (Lô ...).

PHẠM VI CUNG CẤP VÀ BẢNG GIÁ TRỊ

№	Stt	Tên hàng hoá	Code /Part number	Nhà SX	Nước xuất xứ	ĐVT	Số lượng	Đơn giá (VND)	Thành Tiền (VND)
<p><i>Tổng giá trị hàng hoá (VND):</i> Theo điều kiện giao tại kho Vietsovpetro đã bao gồm thuế, phí, lệ phí phát sinh trên lãnh thổ Việt Nam nhưng không bao gồm thuế nhập khẩu và thuế GTGT của giá trị hàng hóa ghi trên tờ khai Hải quan.</p> <p>Thuế nhập khẩu và thuế GTGT trên được miễn theo Hiệp định (Lô 09-1).</p> <p>Bên B sẽ sử dụng Hạn mức nhập khẩu của Bên A để làm thủ tục nhập khẩu hàng hóa.</p>									

ĐẠI DIỆN BÊN A

ĐẠI DIỆN BÊN B



PHỤ LỤC SỐ 02

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 основании Договора номер:

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

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.

CHUNG 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 XNDVCảng & 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
 Представители поставщика:
 (Họ tên và chữ ký)

KÝ TÊN - Подписи

ĐẠI DIỆN BÊN NHẬN
 Представители получателя:
 (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....



PHỤ LỤC SỐ 03
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 khi nhận được văn bản yêu cầu của BÊN THỤ HƯỞNG về việc vi phạm nghĩa vụ theo Hợp đồng của BÊN ĐƯỢC BẢO LÃNH và không cần bất kỳ sự giải thích nào, chúng tôi cam đoan sẽ trả cho BÊN THỤ HƯỞNG với số tiền bảo đảm là ...VND.

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 và không được phép chuyển nhượng.

TÊN NGÂN HÀNG BẢO LÃNH
(Ký tên và đóng dấu)



PHỤ LỤC SỐ 04 (A)
MẪU THƯ TÍN GIAO DỊCH THỰC HIỆN HỢP ĐỒNG

Ngày tháng năm 20..

Kính gửi: **Liên doanh Việt-Nga Vietsovpetro/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: Đồng thời gửi e-mail đến địa chỉ của Người thực hiện/ Người phụ trách

(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 04 (B)
MẪU THƯ TÍN GIAO DỊCH THỰC HIỆN HỢP ĐỒNG

Ngày tháng năm 20..

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

Người nhận: Phòng Thương mại VSP/ XN Dịch vụ Cảng và CUVTTB/ Xí nghiệp Xây lắp.

Email: Đồng thời gửi e-mail đến địa chỉ của Người thực hiện/ Người phụ trách

(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)



PART 4. APPENDICES

This Chapter includes: Scope of Supply, Technical requirements, Technical evaluation criteria and Other technical documents + link for reference (if any).

1 – SCOPE OF SUPPLY and TECHNICAL REQUIREMENT (*see attachment*)

2 - TECHNICAL EVALUATION CRITERIA (*see attachment*)



VIETSOVPETRO
OFFSHORE CONSTRUCTION DIVISION
BLOCK 09-1

Approved by
Deputy General Director

Signed by: Đặng Đức Phong
Date: 16/12/2025 14:37:31
Certified by: Vietsovpetro CA

Dang Duc Phong

TECHNICAL REQUIREMENT

**STRUCTURAL MATERIALS FOR REPLACEMENT AND
MODIFICATION BOAT LANDING TO THE NEW DESIGN (PHASE 1)**

(Materials use for section B.4.2 and B.4.5 in Appendix 12 – 2026 plan)

Doc. No. : OCD-2026-N.BOATLANDING-TR-01
Rev : 0

1. PURPOSE AND SCOPE OF USE

Servicing replacement and modification of **boat landing to new design** on offshore objects in 2026 plan.

2. TECHNICAL CONDITIONS OF USE

Materials used in environments affected by humidity and tropical marine corrosion:

Atmosphere:	Offshore, dusty, 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 Speed:	4 ÷ 30 m/s (North-East), 2 ÷ 15 m/s (South-West)
Rainfall:	50 mm/hr
Indoor Temperature:	27°C (Max) 18°C (Min)
Indoor Humidity:	75% RH (Max) 35% RH (Min)

3. GENERAL REQUIREMENTS

Goods must be brand new, unused and manufactured **in 2025 year or later** for Ex-stock items; manufactured **in 2026 year or later** for Ex-mill items.

Materials are furnished with Warranty Certificate for the period of **12 months** from the delivery time.

Bidder must specify **ex-Mill or ex-Stock** for each item in the Scope of supply table.

Bidder must provide a full and detailed description for each item listed in the Scope of Supply table (including grade, width, length, diameter, thickness, area, dimensions, weight, tolerances, etc).

(Any missing information or descriptions such as “or equal,” “or equivalent,” or “quoted same as Vietsovpetro’s description” will not be accepted.)

4. STANDARDS AND COMPLIANCE WITH REGULATIONS

Quality standards, safety standards, testing and certification, environmental compliance, health and safety referred to documents attached in **Appendix 1 : Attachment documentations**.

API Official Monogram: The manufacturer must possess valid API 5L / API 2B certification for the steel pipe material items.

5. TECHNICAL REQUIREMENT

All goods shall be in accordance with all Technical Documents listed in **Appendix 1 : Attachment documentations**. In the event of any conflict between this Technical Requirement, Datasheet, Specification and other documents, the order of the precedence of the documents is as follows:

- This Technical Requirement
- Specification (if any)
- Data Sheet (if any)
- Other documents

Bidder is requested to submit the completed datasheet (if any).

6. RECOMMENDED MANUFACTURER LIST

The Recommended manufacturer list are listed below for each material category:

- **Plate** : ArcelorMittal; JFE Steel Corp; Nippon Steel; Posco; Hyundai; DongKuk; Salzgitter Stahl; Corus / British Steel; Dillinger; Duferco Clabecq (Type 2); Edgen



Murray; Marubeni –Itochu; Mitsui & Co. Ltd. (COP approved); Regency Steel; Samkang; Tenaris ThyssenKrupp; Mannesmann; Voest Alpine (COP approved).

- **Pipe (structure)** : Nippon Steel; V & M; NSSMC; Bentler; EEW; Sumitomo; Tenaris; Van Leeuwen; Hyundai; Dong Yang; JFE Steel; Dong kuk; Steel Flower; Histeel; Chang woon; Turbos; Daiduck; PV Pipe; Kumsoo; G. Fiori; Kawasaki; Mitsui; Soon Supply.

- **Pipe (piping)** : V&M; NSSMC; Bentler; Tenaris; Turbos; EEW; SeAH; Dongyang; Nippon Steel; Van Leeuwen; JFE Steel; Tubacex; G. Fiori; JFE Steel Corp; Kawasaki; Mitsui; Soon Supply; Sumitomo.

- **Bolt and nuts** : Tristar; Beck Crawford; Chinyuan; Seng Heng; LoneStar; Lianseng; ABN; DYNO Engineering Edge; Mastercoat /Tristar; Rollstud; Southern Tristar; Steadfast.

- **Grating** : Webforge; Siam Steel Grating; Kranforge; Singrating; Trisystem; King's group; ABN; Karisma; SHC Hardware and Eng.; Super Galvanizing.

Note: The Bidder is recommended to offer the manufacturer listed above. In case the manufacturer is not on the Vendor List, Bidder needs to provide information about the manufacturer's capacity (production capacity, experience, production process, facilities, certification system, similar contracts, documents proving production capacity...) for evaluation.

Detail refer to Document No.: OCD-2026-N.BOATLANDING-TE-01 (TECHNICAL EVALUATION CRITERIA)

7. RECOMMENDED COUNTRY OF ORIGIN

Priority for supplies originating from : G7 / Russia / Europe / Korea / Australia / Singapore / Malaysia / Thailand / Indonesia / India / Brazil / Argentina/ S.Africa/ Turkey/ Viet Nam.

Detail refer to Document No.: OCD-2026-N.BOATLANDING-TE-01 (TECHNICAL EVALUATION CRITERIA)

8. TIME AND LOCATION OF DELIVERY

Delivery time of Goods : **84 calendar days** for all Groups (Delivery time calculated from the date of LOI / LOA included including vendor data review, packing/handling, shipping and transportation time).

Earlier shipment is **allowed**.

Partial shipment is **allowed**, Recommended maximum **02** shipments.



Detail refer to Document No.: OCD-2026-N.BOATLANDING-TE-01 (TECHNICAL EVALUATION CRITERIA)

Delivery location: Goods are delivered at Vietsopetro warehouse, No.67, 30/4 Street, Rach Dua Ward, Ho Chi Minh City.

9. QUANTITY AND PACKAGING

Bidder is requested to quote **full items in the scope of supply**.

For Steel Plates, the bidder may offer the same/ equivalent size (Length x Width) or bigger size but total weight shall not exceed 5% of the requirements.

Permitted Variations from Specified Length for Lengths Given in Metres for Pipe and Shaped Steel is maximum $\pm 200\text{mm}$ per 12m length.

Detail of each group refer to : DANH MỤC - СПЕЦИФИКАЦИЯ.

- Packaging, shipment:

+ Goods must be packed in appropriate packaging, according to export standards or manufacturers, to ensure that the goods are not damaged or corroded during transportation and are convenient for loading, unloading, and preserving.

+ Goods must be clearly labeled on the package, with basic information such as manufacturer's name, product name, and weight if any...

10. TECHNICAL DOCUMENT REQUIREMENTS

Bidder shall complete and provide, including but not limited to, the following as part of the bidding documents:

No.	Document	Request
1.	Scope of Supply with detailed description, manufacturer, Origin and quantity. (No information or any information such as “or equal”, “or equivalent”, “quoted same as Vietsovpetro’s description” is not acceptable).	X
2.	Valid API 5L / API 2B certificate (for API pipe items)	X
3.	Bidder must specify ex-Mill or ex-Stock for each item in the Scope of supply table.	X
4.	For ex-Mill items : Bidder must provide sample Mill Certificates / Material certificates / Inspection Test Certificates issued by Mills according to Specifications in Appendix 1.	X



	For ex-Stock items : Bidder must provide Mill Certificates / Material certificates / Inspection Test Certificates issued by Mills according to Specifications in Appendix 1.	
5.	Manufacturer catalog or specification, detail pictures that shown the detailed specification for each item.	X
6.	List of Bidder's similar executed contracts in the last 05 (five) years and Bidder's Copied similar executed contracts with detailed scope of supply.	X

Note:

- The symbol (X) in the table above is “Yes” required submission with BID.
- All documents, data sheets and drawings in tender proposal (if any) shall be provided with: one (1) original and two (02) copies and one (1) set of electronic copies on USB.
- Bidder also shall be full responsibility to submit for Vendor data register list (VDRL) to Company for review/approval **not later than 02 week after LOI/LOA.**

11. 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:

No.	Document	Request
1.	Certificate of quality, quantity issued by manufacturer for Ex-mill items / issued by the Supplier/Authorized distributor for Ex-stock items	Original / Electronic / True copy
2.	Certificate of Origin issued by the Commerce Department or Competent authority of Manufacturer's country or Exporting country.	Original / Electronic / True copy
3.	Mill Certificates / Material certificates / Inspection Test Certificates issued by Mills according to Specifications in Appendix 1. <u>Note</u> : Mill Certificates of materials type II and III in accordance with BS EN 10204 Type 3.2.	Original for Ex-Mill / True Copy for Ex-Stock
4.	Certificate of Warranty issued by Bidder	Original



Note: For materials originating in Vietnam, there must be a factory release certificate from the manufacturing factory instead of CO.

12. METHODOLOGY FOR EVALUATING TECHNICAL OFFERINGS

Technical offers will be evaluated according to the attached Technical Evaluation Criteria/Technical Offer Scoring Table.

Detailed evaluation refer to Document No.: OCD-2026-N.BOATLANDING-TE-01 (TECHNICAL EVALUATION CRITERIA)

Bidder is requested to quote **full items in the scope of supply**.

13. APPENDIX

✓ **Appendix 1: Attachment documentations**

(Appendix 1 may be updated and complemented during bidding stage)

--- End ---





DANH MỤC- СПЕЦИФИКАЦИЯ

Tên hàng hóa/Dịch vụ - На приобретение товаров/услуг:
Vật tư kết cấu cho thay thế và cải hoán bến cập tàu sang dạng mới (lần 1) (dùng cho mục B.4.2 và B.4.5)/

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						
1	038.010.07488	SMLS Pipe 42.2x3.56 mm; API 5L Gr.B; L=6m	SMLS Pipe 42.2x3.56 mm; API 5L Gr.B or Equivalen; L=6m	Kg	246,96	
2	038.010.08224	Pipe 323.9mmOD x 12.7mmThk API 2W Gr.50 or API 5L Gr.X52 - Ống thép/ Труба	Pipe 323.9mmOD x 12.7mmThk API 2W Gr.50 or API 5L Gr.X52; L = 11.8 - 12m	Kg	1.169,64	
3	038.010.07763	Pipe 323.9mmOD x 19.1mmThk API 2W Gr.50 - Ống thép/ Труба	Pipe 323.9mmOD x 19.1mmThk, API 2W Gr.50 or API 5L Gr.X52; L = 6m or 11.8m-12m	Kg	2.584,26	
4	038.010.07858	Roll steel Pipe OD406.4mm x 25.4mm API 2W Gr.50 - Ống thép/ Трубы	Pipe OD406.4mm x 25.4mm API 2W Gr.50 or API 5L X52, L = 6m	Kg	12.874,14	
5	038.010.07364	Rolled Steel Pipe 508mmOD x 25.4mm API 2W Gr.50 or API 5L X52 - Ống thép/ Труба стальная	Pipe 508mmOD x 25.4mm x 6000mmL API 2W Gr.50 or API 5L X52, L = 11.8m - 12m	Kg	29.020,80	
6	038.010.07584	Rolled Steel Pipe 610mmOD x 25.4mmThk x 6000mmL API 2W Gr.50 or API 5L X52 - Ống thép/ Труба стальная	Rolled Steel Pipe 610mmOD x 25.4mmThk x 6000mmL API 2W Gr.50 or API 5L X52	Kg	6.591,60	
7	037.022.00482	Stair tread Grating WT5 245x750mm, ASTM A36 or Equivalent; welded fixing, banded ends, Abrasive nosing. Galv. - Tấm sàn/ Грейтинг	Stair tread Grating WT5 245x750mm, ASTM A36 or Equivalent; welded fixing, banded ends, Abrasive nosing, Galv.	Pce	49,00	
8	037.022.00445	Grating WB405 Series 2, 1005mm x 6000mm, Carbon Steel, Galvanized	Grating WB405/2, 1005mm x 6000mm, ASTM A36 Galv., Serrated	Pce	2,00	

9	037.021.03592	Plate, API Spec 2W Gr. 50, 30 x 1500 x 6000mm - Thép tấm/ Сталь листовая	Plate 30mmThk x 6000mm x 1500mm API 2W Gr. 50 or API 5L Gr. X52	Kg	21.195,00	
10	061.001.00062	Bolt M36x180mm ASTM A490 and 02 Nuts ASTM A563, CLASS 10S3 and 02 Washers ASTM F436, xylan fluorocarbon coated, Threaded L=100mm - Bu lông/ Болт	Bolt M36x180mm ASTM A490 and 02 Nuts ASTM A563, CLASS 10S3 and 02 Washers ASTM F436, xylan fluorocarbon coated, Threaded L=100mm	Set	96,00	

(*) : New items



Appendix 1 : Attachment documentations

(Appendix 1 may be updated and complemented during bidding stage.)

No.	Doc. No. / Title	Rev.
1.	VSP-NIPI-TYP-GE-ST3-SP-03_1_Specification for Structural Steel Materials	1
2.	VSP-NIPI-TYP-GE-AC7-SCH-01_1_Basic painting schedules for platform	1
3.	VSP-NIPI-TYP-GE-AC7-SP-01_3_Painting specification for platform	3
4.	VSP-NIPI-TYP-GE-ST3-SP-01_0_Specification for Structural Bolt Materials	0





RESEARCH AND ENGINEERING INSTITUTE FOR OFFSHORE OIL AND GAS



AGREED BY Deputy General Director of Vietsovpetro

Signed by: Trần Xuân Hoàng Date: 06/08/2024 09:35:22 Certified by: Vietsovpetro CA

Tran Xuan Hoang

APPROVED BY Chief Engineer of Vietsovpetro

Signed by: Lê Việt Dũng Date: 06/08/2024 10:55:38 Certified by: Vietsovpetro CA

Le Viet Dzung

TYPICAL ENGINEERING DOCUMENTATION

DOCUMENT TITLE : SPECIFICATION FOR STRUCTURAL STEEL MATERIALS

DOCUMENT NO. : VSP-NIPI-TYP-GE-ST3-SP-03

Table with 2 columns: AGREED: and Signature. Rows include Capital Construction Department - Vietsovpetro and Offshore Construction Division.

Table with 4 rows of signatures and dates from various departments.

Table with 8 columns: REV., DES., DATE, PREPARED, CHECKED, DEPART. MANAGER, ENG. MANAGER, PRO. MANAGER. Contains revision history.





	TYPICAL ENGINEERING DOCUMENTATION SPECIFICATION FOR STRUCTURAL STEEL MATERIALS		VSP-NIPI-TYP-GE-ST3-SP-03	
	Rev.	1	Page	2 of 28

TABLE OF CONTENT


1	INTRODUCTION	4
1.1	General	4
1.2	Order of Precedence	5
1.3	Definitions	5
1.4	Acronyms and Abbreviations	5
1.5	Intend	6
1.6	Units	6
1.7	Language	6
1.8	Conflicting requirement	6
2	REFERENCES TO CODES, STANDARDS	7
2.1	American codes and standards	7
2.1.1	American Petroleum Institute	7
2.1.2	American Society for the Testing of Materials	7
2.1.3	American Welding Society	8
2.1.4	British Standards	8
2.2	EEMUA	8
2.3	ISO	8
2.4	DNV	8
2.5	Company standard	8
3	REQUIREMENTS	9
3.1	General	9
3.2	Material grades	10
3.3	Steel Type I	11
3.4	Steel Type II	12
3.5	Steel Type III	12
3.6	Steel Type IV	12
3.7	Steel Type V	13
3.8	Steel Type VI	13
3.9	Steel Type VII	13



	TYPICAL ENGINEERING DOCUMENTATION SPECIFICATION FOR STRUCTURAL STEEL MATERIALS		VSP-NIPI-TYP-GE-ST3-SP-03	
	Rev.	1	Page	3 of 28

3.10	Chemical Composition	14
3.10.1	Chemical Composition for Steel Types I	14
3.10.2	Chemical Composition for Steel Type II	15
3.10.3	Chemical Composition for Steel Types III	16
3.10.4	Chemical Composition for Steel Type IV and V	16
3.10.5	Chemical Composition for Steel Type VI	17
3.10.6	Chemical Composition for Steel Types VII	18
3.11	Mechanical Properties and Testing	19
3.11.1	Mechanical Properties and Testing Steel Types III, IV, V	19
3.11.2	Mechanical Properties and Testing Steel Type I, II, VI, VII	19
3.12	Fabrication of the Pipes, Plate, Hot-rolled steel and Shapes	20
3.13	Dimensions and Tolerances	21
3.14	BIDDER Requirements	21
4	OTHER STRUCTURAL MATERIALS	22
5	QUANTITY	22
6	MARKINGS	23
6.1	Plates and Rolled Sections	23
6.2	Circular Hollow Sections	23
6.3	Colour Coding	24
7	QUALITY ASSURANCE	25
7.1	Quality Assurance	25
7.2	Testing and Inspection	25
7.2.1	General	25
7.2.2	Visual Inspection/Workmanship	26
7.3	Mill Certificates	26
7.4	Official Monogram	27
8	TRANSPORT, HANDLING AND STORAGE	28
9	WARRANTY	28



	TYPICAL ENGINEERING DOCUMENTATION SPECIFICATION FOR STRUCTURAL STEEL MATERIALS		VSP-NIPI-TYP-GE-ST3-SP-03	
	Rev.	1	Page	4 of 28

1 INTRODUCTION

1.1 General

This specification defines the minimum requirements for manufacture of steel structure and other structure.

Structural steel consists of plates, rolled sections, seamless, mill welded circular hollow sections, beams and shall be suitable for fabrication of an offshore installation. Other materials include grating and stair treads.

This specification does not apply to steel supplied for the fabrication of pipelines, risers, process equipment, process piping, mechanical packages and other utilities.

The SUPPLIER shall be responsible for identifying any and all other requirements and/or criteria required, providing a design in line with good engineering practice and which meets the design objectives. Any such additional material design requirements and criteria so identified shall be advised to the VIETSOVPETRO in writing.

The SUPPLIER shall ensure that all material supplied meet requirements of this specification, codes and standards nominated herein, whether the material is supplied by the SUPPLIER directly or by a Vendor or subcontractor.


This specification shall not be interpreted as eliminating consideration of the manufacturer's standard shop practices which may receive approval if found to be equivalent, or superior, to the following specified requirements.

This specification is to be used in conjunction with the individual data sheets and/or drawings as referenced in the relevant project documents.

All deviations from this Specification or the documents referred to herein shall be stated in writing. In the absence of such a statement, it will be assumed that the requirements of the specification are followed without exception. Any deficiencies in this respect that are identified during or subsequent to fabrication shall be rectified at the SUPPLIER'S cost.

All documents related to the supplied materials (as VIETSOVPETRO'S requirements) shall be submitted to the VIETSOVPETRO before or at the time the materials reach VIETSOVPETRO'S end port.



	TYPICAL ENGINEERING DOCUMENTATION SPECIFICATION FOR STRUCTURAL STEEL MATERIALS			VSP-NIPI-TYP-GE-ST3-SP-03		
	Rev.	1	Page	5 of 28		

1.2 Other of Precedence

The following order of priority shall apply to the various documents, codes and standards called up with the Invitation to Bid Package or Purchase Order:

- 1) VIETSOVPETRO Invitation to Bid/ Purchase Order.
- 2) VIETSOVPETRO Datasheets and Drawings.
- 3) This Specification.
- 4) International Codes and Standards.
- 5) Other related documents.
- 6) BIDDER'S Quotation.

In case of conflict on a given level of document then the VIETSOVPETRO shall decide which requirements shall take precedence, without cost or schedule impact.

The BIDDER shall clearly state and list exceptions to this specification, its attachments and all referenced Codes and Standards.


1.3 Definitions

Gr.	Grade;
Max	Maximum;
Min	Minimum;
Shall	Refers to mandatory requirement;
Should	Refers to a recommendation.

1.4 Acronyms and Abbreviations

API	American Petroleum Institute
ASTM	American Society for Testing and Materials
AWS	American Welding Society
BS	British Standard
CE	Carbon Equivalent
EEMUA	Engineering Equipment & Materials Users Association
ICA	International Classification Authority
ITP	Inspection and Test Plan
MDR	Manufacturer's Data Report



	TYPICAL ENGINEERING DOCUMENTATION SPECIFICATION FOR STRUCTURAL STEEL MATERIALS		VSP-NIPI-TYP-GE-ST3-SP-03	
			Rev.	1

NDT	Non Destructive Testing
OD	Outside Diameter
PO	Purchase Order
PSL	Production Specification Level
R&EI	Research and Engineering Institute of Vietsovetro
VR	Vietnam Register
VSP	Vietsovetro Joint Venture
UT	Untrasonic Testing
WPS	Weld Procedure Specification

1.5 Intend

The Supplier/Vendor shall comply with the requirements of this specification unless otherwise instructed by the Purchaser in writing.

1.6 Units

SI units shall be used.

1.7 Language


All documentations and communications shall be in the English language and Vietnamese.

1.8 Conflicting requirement

In the event of conflict, inconsistency or ambiguity between the Material Requisition, Data Sheets, this Specification, National Codes or Standards referenced in this Specification, or other documents, the Vendor shall refer to COMPANY, whose decision shall prevail. In principle, the requirements of the most stringent document shall apply.

Any errors or omissions in this Specification, noted by the Vendor, should be immediately brought to the attention of COMPANY.



	TYPICAL ENGINEERING DOCUMENTATION SPECIFICATION FOR STRUCTURAL STEEL MATERIALS		VSP-NIPI-TYP-GE-ST3-SP-03	
	Rev.	1	Page	7 of 28

2 REFERENCES TO CODES, STANDARDS

2.1 American codes and standards

The following Specifications and industry Standards and Codes shall be used for the design:


2.1.1 American Petroleum Institute

- API RP 2A Recommended Practice for Planning, Designing and Constructing Fixed Offshore Platforms - Working Stress Design.
- API RP 2X Recommended Practice for Ultrasonic Examination of Offshore Structural Fabrication and Guidelines for Qualification of Ultrasonic Technicians.
- API RP 2Z Recommended Practice for Preproduction Qualification for Steel Plates for Offshore Structures.
- API SPEC 2B Specification for the Fabrication of Structural Steel Pipe.
- API SPEC 2H Specification for Carbon Manganese Steel Plate for Offshore Platform Tubular Joints.
- API SPEC 2W Specification for Steel Plates for Offshore Structures, Produced by Thermo-Mechanical Control Processing (TMCP).
- API SPEC 2Y Specification for Steel Plates, Quenched and Tempered, for Offshore Structures.
- API SPEC 5L Specification for Line Pipe.

2.1.2 American Society for the Testing of Materials

- A6/A6M General Requirement for Rolled Steel Plates, Shapes, Sheet Piling and Bars for Structural Use.
- A36/A36M Standard Specification for Carbon Structural Steel.
- A572 Standard Specification for High-Strength, Low Alloy Columbium-Vanadium Steel of Structural Quality.
- A131 Standard Specification for Structural Steel for Ships.
- A106 Seamless Carbon Steel Pipe for High Temperature Service.
- A123 Zinc (hot Galvanized) Coatings on Iron and Steel Products.
- A370 Standard Methods and Definitions for Mechanical Testing of Steel Products.
- E23 Standard Methods for Notched Bar Impact Testing of Metallic Materials.
- D610-95 Standard Methods for Evaluating Degree of Rusting on Painted Steel Surfaces.



	TYPICAL ENGINEERING DOCUMENTATION SPECIFICATION FOR STRUCTURAL STEEL MATERIALS		VSP-NIPI-TYP-GE-ST3-SP-03	
	Rev.	1	Page	8 of 28

2.1.3 American Welding Society

AWS D1.1 Structural Welding Code - Steel

2.1.4 British Standards

BS 7191 Structural Steel Materials for Use in the Fabrication of Fixed Offshore Steel Structures

BS EN 10204 Metallic Products – Types of Inspection Documents.

2.2 EEMUA

EEMUA 150 Structural Steel Materials for Use in the Fabrication of Fixed Offshore Steel Structures

EEMUA 158 Construction Specification for Fixed Offshore Structures Platforms

2.3 ISO

ISO 10474:1991

2.4 DNV

DNV -OS-B101 Offshore Standard: Metallic Material

DNV -OS-C101 Offshore Standard: Design of steel Structures General


DNV -OS-C201 Offshore Standard: Structure Design Offshore Units

DNV -OS-C201 Offshore Standard: Fabrication and Testing of Offshore Structure

2.5 Company standard

- Basic of Design for Structure each of the project;
- VSP-NIPI-TYP-GE-ST3-SP-01 - Specification for Bolt Materials;
- VSP-NIPI-TYP-GE-ST3-SP-02 - Specification for Rubber Materials;
- VSP-NIPI-TYP-GE-ST3-SP-04 - Specification for Stainless Steel Materials.



	TYPICAL ENGINEERING DOCUMENTATION SPECIFICATION FOR STRUCTURAL STEEL MATERIALS		VSP-NIPI-TYP-GE-ST3-SP-03	
	Rev.	1	Page	9 of 28

3 REQUIREMENTS

3.1 General

All structural steel shall meet the requirements of API 2W, API 2H, API 5L, API 2B, ASTM A572, ASTM A131, ASTM A6/A6M and any additional requirements of the appropriate API or ASTM standard specified in Section 2 along with the relevant additional or specific test requirements as stated in this specification for each steel type.

Prior to the commencement of production, the Supplier shall provide a detailed summary of the process to be used for the production of all steel to this specification. As a minimum the following detailed information shall be submitted with the Tender:

- a) Location and name of steel mill.
- b) Recent production data to support that the values proposed for ladle and product analysis are achievable.
- c) Steel manufacturing procedures.
- d) Segregation procedures for continuously cast steel.
- e) Control of sequential casting (for continuous casting).
- f) Ingot or slab size including plate thickness ranges for each size.
- g) Details of sulphur printing or alternative method of quality grading and frequency of checks for continuous casting.
- h) Rolling procedures.
- i) Dehydrogenation procedures.
- j) Recent production data to demonstrate that Charpy V-notch impact values specified herein are achievable.
- k) Information on the effect of extended times at stress relieving temperatures on tensile and Charpy V-notch impact properties.
- l) Details of the quality control procedures to be implemented during production which should clearly identify all inspection points.
- m) Details of proposed chemical analysis control.
- n) Weldability information including mechanical testing results (macro hardness, Charpy V-notch, cross weld tensile).
- o) For fabricated sections and welded tubulars all Weld Procedure Specifications (WPS) shall be submitted to the Purchaser for review and agreement prior to the commencement of the work. Requalification of welding procedures shall be required for fabrication of primary items unless otherwise agreed with the Purchaser.



3.2 Material grades

The project specific material grades are defined as follows:

Table 3.1: Material grades

Type	Material Grade	General Description	Typical Uses	Material Class (API)	Yield Strength (MPa)	Tensile Strength (MPa)
I	API 2H Grade 50Z with S1, S3, S4, S5 and S8 Requirements	Primary High Strength with through thickness properties	Jacket and Topside Joint Cans and Plates for Lift Point	II-A	345 Min	483 Min
	API 2W Grade 50Z with SR1, SR3, SR4, SR5 and SR6 Requirements				345 Min	483 Min
II	API 2W Grade 50 with SR1, SR3, SR4, SR5 and SR6 Requirements	Primary High Strength	Jacket and Topside Rolled/seamless Tubulars; Plates	II-A	345 Min	483 Min
	API 5L Grade X52 with SR4, SR5, and SR17 Requirements				360 Min	455 Min
III	ASTM A572 Grade 50 or Equivalent	Primary High Strength	Plates, Hot Rolled Shapes	II-C	345 Min	450 Min
	ASTM A131 Grade AH36 or Equivalent			II-B	360 Min	490 Min
IV	ASTM A36 or Equivalent	Secondary Mild Strength	Plates, Hot Rolled Shapes	I-C	250 Min	400 Min
V	API Spec 5L Grade B or Equivalent	Secondary Mild Strength	Seamless/Rolled Tubulars	I-C	245 Min	415 Min
VI	API 2W Grade 60Z with SR1, SR3, SR4, SR5 and SR6 Requirements or Equivalent	Primary High Strength with through thickness properties	Jacket Joint Cans and Plates for Lift Point	III-A	414 Min	517 Min
VII	API 2W Grade 60 with SR1, SR3, SR5 and SR6 Requirements or Equivalent	Primary High Strength	Jacket Rolled Tubulars; Plates	III-A	414 Min	517 Min

- The Charpy V-notch impact test temperature and minimum average absorbed energy shall be in accordance with ASTM A673, Frequency H. Test section shall be taken transverse to the direction of rolling. The values for each material type are shown on tables from section 3.3 to section 3.6.
- Strain-aging testing (S8/SR6) shall be performed for the plate type I, type II, type VI and type VII and mother plate before production the pipe type I, type II, type VI and type VII.

1

- After using the plate above to rolled pipe, strain-aging testing shall be performed for the pipe that will be strained in excess of 5% outer fiber strain in accordance with API Spec 2H, S8 and API Spec 2W, SR6. For more detail see section 3.11 in the Specification.

3.3 Steel Type I

Defined as "PRIMARY – through thickness properties" steel, the section types employing type I materials include Plates, Rolled Steel Pipe or Seamless Pipes.

Type I material shall conform to requirements one of the following table 3.2 below:

Table 3.2: General requirements of steel type I

Project Designation steel Type	Material Standard and Grade	Charpy V-Notch Testing		
		Temp (°C)	Min. Av. Absorbed Energy (Joules)	Minimum Single Value (Joules)
Type I	API 2H Grade 50Z API 2W Grade 50Z	-40	41	34

Detail requirements for type I steel:

- The type I steel shall meet the requirements for API Spec 2H Grade 50Z/API Spec 2W Grade 50Z (i.e., Supplementary Requirements S1/SR1, S3/SR3, S4/SR4, S5/SR5 and S8/SR6 are invoked).
- Basic oxygen furnace process with de-sulphurising and vacuum de-gassing, or electro slag remelting process, through-thickness steel plate shall be used in those areas so defined.
- Electric furnace process through-thickness steel may be used providing that nitrogen is reported on the ladle analysis and does not exceed 0.012% and that the soluble aluminum-to-nitrogen ratio is at least 2:1.
- The sulphur content shall be controlled per API Spec 2H/2W, S5/SR5.
- Through-thickness testing shall be performed as required by API Spec 2H/2W, S4/SR4.
- The material shall be ultrasonically tested by the mill in accordance with API Spec 2H/2W, S1/SR1.
- Recommendation of purchaser: From the test described in the preceding item, the ultimate tensile value in the through-thickness direction shall be at least 90% of the minimum specified for the base steel.
- All other requirements not specifically modified above shall be in accordance with the applicable Specification.



3.4 Steel Type II

Defined as "PRIMARY" steel, the section types employing type II materials include plates, Rolled steel or seamless pipes. These pipes may be either seamless or produced via the SAW methods. The steel pipe shall conform to requirements of API 5L Grade X52 - PSL 2.

Type II material shall conform to requirements one of the following table 3.3 below:

Table 3.3: General requirements of steel type II

Project Designation steel Type	Material Standard and Grade	Charpy V-Notch Testing		
		Temp (°C)	Min. Av. Absorbed Energy (Joules)	Minimum Single Value (Joules)
Type II	API 2W Grade 50 API 5L Grade X52	-40	41	34

3.5 Steel Type III

Defined as "PRIMARY", steel the section types employing type III materials include:

- Standard AISC Rolled Sections;
- Plates.

Type III material shall conform to requirements one of the following table 3.4 below:

Table 3.4: General requirements of steel type III

Project Designation steel Type	Material Standard and Grade	Charpy V-Notch Testing		
		Temp (°C)	Min. Av. Absorbed Energy (Joules)	Minimum Single Value (Joules)
Type III	ASTM A572 Grade 50 or Equivalent	-18	27	20
	ASTM A131 Grade AH36 or Equivalent	-29	27	20

3.6 Steel Type IV

Type IV material shall conform to requirements of ASTM A36 or equivalent.

Defined as "SECONDARY" steel the section types employing type IV materials include:

- Secondary steel sections (small section of beam, channel, and angle etc.);
- Plates (deck plate, secondary stiffener, secondary insert plate etc.);
- Grating steels, stair tread;
- Consumable steel.



3.7 Steel Type V

Type V material shall conform to requirements of API 5L Grade B (PSL1) or equivalent.

Defined as "SECONDARY" steel, the section types employing type V material include rolled steel or seamless pipes. These pipes may be either seamless or produced via the Electric Resistance Welding (ERW), Submerged Arc Welding (SAW) or "UO" methods.

- Secondary (walkway socket & handrail) steels;
- Secondary seamless pipes;

3.8 Steel Type VI

Defined as "PRIMARY – through thickness properties" steel, the section types employing type VI materials include plates, Rolled steel or Seamless Pipes. These pipes may be either seamless or produced via the SAW methods. The detail requirements for type VI steel apply detail requirements for type I in section 3.3 in this specification.

Type VI material shall conform to requirement one of the following table 3.5 below:

Table 3.5: General requirements of steel type VI

Project Designation steel Type	Material Standard and Grade	Charpy V-Notch Testing		
		Temp (°C)	Min. Av. Absorbed Energy (Joules)	Minimum Single Value (Joules)
Type VI	API 2W Grade 60Z	-40	48	41

3.9 Steel Type VII

Defined as "PRIMARY" steel, the section types employing type VII materials include Plates, Rolled Steel Pipe or Seamless Pipes. The steel pipe shall conform to requirements of API 5L Grade X60 - PSL 2.

Type VII material shall conform to requirement one of the following table 3.6 below.

Table 3.6: General requirements of steel type VII

Project Designation steel Type	Material Standard and Grade	Charpy V-Notch Testing		
		Temp (°C)	Min. Av. Absorbed Energy (Joules)	Minimum Single Value (Joules)
Type VII	API 2W Grade 60	-40	48	41



3.10 Chemical Composition

3.10.1 Chemical Composition for Steel Types I

The Steel Type I shall conform to the minimum chemical analysis requirements prescribed in Table 3.7.

An analysis of each ladle of steel shall be performed to determine the percentage of each element specified, or restricted by this Specification.

Table 3.7: Chemical Requirements for steel type I

Chemical Element	Requirement Wt. %	Chemical Element	Requirement Wt. %
Carbon, max.	0.16	Molybdenum, max.	0.08
Manganese	1.15 - 1.60	Copper, max.	0.35
Phosphorus, max.	0.03	Titanium	0.003 - 0.02
Sulphur, max.	0.010	Columbium, max.	0.03
Silicon	0.05 - 0.50	Nitrogen, max.	0.012
Nickel, max.	0.75	Aluminium	0.015 - 0.055
Chromium, max.	0.25		

The Carbon Equivalent of (CE and Pcm) the heat analysis shall be calculated by both of the following equations:

$$CE = C + \frac{Mn}{6} + \frac{Cr + Mo + V}{5} + \frac{Cu + Ni}{15}$$

$$Pcm = C + \frac{Si}{30} + \frac{Mn + Cu + Cr}{20} + \frac{Ni}{60} + \frac{Mo}{15} + \frac{V}{10} + 5B$$

The maximum carbon equivalent (CE and Pcm) calculated and reported shall not exceed as below:

<u>Thickness Range</u>	<u>CE Maximum</u>	<u>Pcm Maximum</u>
- Thickness up to 40 mm	0.39	0.22
- Thickness over 40 mm to 90 mm	0.41	0.23
- Thickness over 90mm to 150 mm	0.43	0.24



In case of the Columbium (Niobium), Vanadium Titanium and other rare earth metals use, the content of the applicable elements shall be reported on the test report; the sum of contents of above three elements shall not exceed 0.15% and content of other rare earth metals shall be agreed with purchaser.

3.10.2 Chemical Composition for Steel Type II

The steel type II shall conform to the minimum chemical analysis requirements prescribed in Table 3.8 or API Spec 5L - PSL 2.

An analysis of each ladle of steel shall be performed to determine the percentage of each element specified, or restricted by this Specification.

Table 3.8: Chemical Requirements for steel type II

Chemical Element	Requirement Wt. %	Chemical Element	Requirement Wt. %
Carbon, max.	0.16	Molybdenum, max.	0.08
Manganese	1.15 - 1.60	Copper, max.	0.35
Phosphorus, max.	0.03	Titanium	0.003 - 0.02
Sulphur, max.	0.010	Columbium, max.	0.03
Silicon	0.05 - 0.50	Nitrogen, max.	0.012
Nickel, max.	0.75	Aluminium	0.015 - 0.055
Chromium, max.	0.25		

The Carbon Equivalent of (CE and Pcm) the heat analysis shall be calculated by both of the following equations:

$$CE = C + \frac{Mn}{6} + \frac{Cr + Mo + V}{5} + \frac{Cu + Ni}{15}$$

$$Pcm = C + \frac{Si}{30} + \frac{Mn + Cu + Cr}{20} + \frac{Ni}{60} + \frac{Mo}{15} + \frac{V}{10} + 5B$$

The maximum carbon equivalent (CE and Pcm) calculated and reported shall not exceed as below:



<u>Thickness Range</u>	<u>CE Maximum</u>	<u>Pcm Maximum</u>
- Thickness up to 40 mm	0.39	0.22
- Thickness over 40 mm to 90 mm	0.41	0.23
- Thickness over 90mm to 150 mm	0.43	0.24

In case of the Columbium (Niobium), Vanadium Titanium and other rare earth metals use, the content of the applicable elements shall be reported on the test report; the sum of contents of above three elements shall not exceed 0.15% and content of other rare earth metals shall be agreed with purchaser.

3.10.3 Chemical Composition for Steel Types III

The chemical composition for all grades and qualities of type III shall comply with the specified standards listed in table 3.1. In addition, the maximum carbon equivalent (CE and Pcm) shall be:

<u>Thickness Range</u>	<u>CE Maximum</u>	<u>Pcm Maximum</u>
- Thickness up to 40 mm	0.43	0.24
- Thickness over 40 mm	0.45	0.25

In which CE and Pcm as defined below:

$$CE = C + \frac{Mn}{6} + \frac{Cr + Mo + V}{5} + \frac{Cu + Ni}{15}$$

$$Pcm = C + \frac{Si}{30} + \frac{Mn + Cu + Cr}{20} + \frac{Ni}{60} + \frac{Mo}{15} + \frac{V}{10} + 5B$$

Alloy content shall be in accordance with type 3 in table 3 of ASTM A572/A572M-04 standard and the content of the applicable elements shall be reported on the test report. In case of the Titanium, Nitrogen and other rare earth metals use, the content of the applicable elements shall be reported on the test report too; the sum of contents of above two elements shall not exceed value of type 5 in table 3 of ASTM A572/A572M-04 standard and content of other rare earth metals shall be agreed with purchaser.

3.10.4 Chemical Composition for Steel Type IV and V

The chemical composition for all grades and qualities of steel type IV and V shall comply with the specified standards listed above. In addition, the maximum carbon equivalent (CE) shall be:



- Thickness up to 40mm, C_{Emax} is 0.39;

In which CE as defined below.

$$CE = C + \frac{Mn}{6} + \frac{Cr + Mo + V}{5} + \frac{Cu + Ni}{15}$$

3.10.5 Chemical Composition for Steel Type VI

The steel type VI shall conform to the minimum chemical analysis requirements prescribed in Table 3.9 or API 2W grade 60Z.

An analysis of each ladle of steel shall be performed to determine the percentage of each element specified, or restricted by this Specification.

Table 3.9: Chemical Requirements for steel type VI

Chemical Element	Requirement Wt. %	Chemical Element	Requirement Wt. %
Carbon, max.	0.16	Molybdenum, max.	0.15
Manganese	1.15 - 1.60	Copper, max.	0.35
Phosphorus, max.	0.03	Titanium	0.003 - 0.02
Sulphur, max.	0.010	Columbium, max.	0.03
Silicon	0.05 - 0.5	Nitrogen, max.	0.012
Nickel, max.	1.0	Aluminium	0.015 - 0.055
Chromium, max.	0.25		

The Carbon Equivalent of (CE and P_{cm}) the heat analysis shall be calculated by both of the following equations:

$$CE = C + \frac{Mn}{6} + \frac{Cr + Mo + V}{5} + \frac{Cu + Ni}{15}$$

$$P_{cm} = C + \frac{Si}{30} + \frac{Mn + Cu + Cr}{20} + \frac{Ni}{60} + \frac{Mo}{15} + \frac{V}{10} + 5B$$

The maximum carbon equivalent (CE and P_{cm}) calculated and reported shall not exceed as below:



<u>Thickness Range</u>	<u>CE Maximum</u>	<u>Pcm Maximum</u>
- Thickness up to 40 mm	0.42	0.23
- Thickness over 40 mm to 90 mm	0.43	0.24
- Thickness over 90mm to 150 mm	0.45	0.25

In case of the Columbium (Niobium), Vanadium Titanium and other rare earth metals use, the content of the applicable elements shall be reported on the test report; the sum of contents of above three elements shall not exceed 0.15% and content of other rare earth metals shall be agreed with purchaser.

3.10.6 Chemical Composition for Steel Types VII

The Steel Type VII (API 2W Grade 60 or API 5L grade X60) shall conform to the minimum chemical analysis requirements prescribed in Table 3.10.

An analysis of each ladle of steel shall be performed to determine the percentage of each element specified, or restricted by this Specification.


Table 3.10: Chemical Requirements for steel type VII

Chemical Element	Requirement Wt. %	Chemical Element	Requirement Wt. %
Carbon, max.	0.16	Molybdenum, max.	0.15
Manganese	1.15 - 1.60	Copper, max.	0.35
Phosphorus, max.	0.03	Titanium	0.003 - 0.02
Sulphur, max.	0.010	Columbium, max.	0.03
Silicon	0.05 - 0.5	Nitrogen, max.	0.012
Nickel, max.	1.0	Aluminium	0.015 - 0.055
Chromium, max.	0.25		

The Carbon Equivalent of (CE and Pcm) the heat analysis shall be calculated by both of the following equations:

$$CE = C + \frac{Mn}{6} + \frac{Cr + Mo + V}{5} + \frac{Cu + Ni}{15}$$



	TYPICAL ENGINEERING DOCUMENTATION SPECIFICATION FOR STRUCTURAL STEEL MATERIALS		VSP-NIPI-TYP-GE-ST3-SP-03	
	Rev.	1	Page	19 of 28

$$P_{cm} = C + \frac{Si}{30} + \frac{Mn + Cu + Cr}{20} + \frac{Ni}{60} + \frac{Mo}{15} + \frac{V}{10} + 5B$$

The maximum carbon equivalent (CE and P_{cm}) calculated and reported shall not exceed:

<u>Thickness Range</u>	<u>CE Maximum</u>	<u>P_{cm} Maximum</u>
- Thickness up to 40 mm	0.42	0.23
- Thickness over 40 mm to 100 mm	0.45	0.25

In case of the Columbium (Niobium), Vanadium Titanium and other rare earth metals use, the content of the applicable elements shall be reported on the test report; the sum of contents of above three elements shall not exceed 0.15% and content of other rare earth metals shall be agreed with purchaser.

3.11 Mechanical Properties and Testing

3.11.1 Mechanical Properties and Testing Steel Types III, IV, V

The Mechanical Properties and Testing Conditions for all grades and qualities shall comply with the specified standards listed above.

For all mill-welded tubular, evidence of weld testing and HAZ impact properties should be provided.

3.11.2 Mechanical Properties and Testing Steel Type I, II, VI, VII

The Mechanical Properties and Testing Conditions for all grades and qualities shall comply with the specified standards listed above.

For all mill-welded tubular, evidence of weld testing and HAZ impact properties should be provided.


- **Test specimens:**

Test specimens for all tests specified below shall be removed from the pipe after all finishing operations and shall not be subjected to thermal exposure that could alter the properties of the specimen. The pipe from which specimens are to be removed shall be selected at random.

- **Impact tests:**

Character impact tests: all steel pipes Grade X52, Grade 50 Grade X60 or Grade 60 shall be performed on specimens removed from at least one pipe or one sheet in each batch of 50 but not less than one set of specimens from each individual heat of steel, or for any diameter or wall thickness variation within a single heat.



	TYPICAL ENGINEERING DOCUMENTATION SPECIFICATION FOR STRUCTURAL STEEL MATERIALS		VSP-NIPI-TYP-GE-ST3-SP-03	
	Rev.	1	Page	20 of 28

The impact tests shall be performed on the largest size impact test specimen obtainable for the diameter and wall thickness considered. The minimum average absorbed energy for full size specimens shall conform to the requirements given in Table 3.2 ÷ 3.6. The minimum individual value shall not be less than 70% of the specified minimum average value.

- **Non-destructive examination:**

- *Plate and Skip Inspection:* Plate and skip for production of Grade X52, Grade 50, Grade X60 and Grade 60 pipes by the submerged arc welding process shall be ultrasonically inspected prior to forming, for internal laminar imperfections to the requirements of ASTM A578/A578M level A or BS 5996:1993. Techniques 1 or 4 of BS 5996 shall be used for sizing. The identity of the UT technicians carrying out the tests shall be included in the NDT report. UT technicians shall have CSWIP UT qualifications or equivalent.

- *Seamless Pipe:* Each seamless pipe shall be inspected full length for longitudinal and transverse defects by ultrasonic (or eddy current) methods. The calibration reference notch shall have a length not greater than 2 inches and a depth not more than 10% of the nominal specified wall thickness.

- **Weld Seams:**

- For pipe fabrication according to API 5L: An ultrasonic inspection of the body of the weld seam shall be performed and both end areas of all seam shall be radio graphically inspected, all in accordance with the provisions of API 5L. HAZ impact properties shall also be provided.

- For pipe fabrication according to API 2B: An ultrasonic inspection of the weld seam shall be performed 100% in accordance with the provisions of API 2B with added 100% Magnetic test (MT).

- Surface Rusting: Inspection of the degree of Rusting shall be in accordance with ASTM D610-95. Degree of rusting shall satisfy rust grade 7 (ref Table 1, D710-95).

- **Strain-aging test:**

Charpy V-notch impact test coupons representing the thickest and thinnest plate of each heat shall be uniformly strained 5% or more if specified, in axial tension and aged at 250°C (480°F) for one hour at temperature prior to cutting the test specimens. The test results obtained from these specimens shall be meet the requirement in API 2W/API 2H.




3.12 Fabrication of the Pipes, Plate, Hot-rolled steel and Shapes

- Fabrication of the pipe with longitudinal seam shall be carried out in accordance with API SPEC 5L or API SPEC 2B.

- Fabrication of the rolled structural steel bars, plates, shapes shall be in accordance with A6 /A 6M.



	TYPICAL ENGINEERING DOCUMENTATION SPECIFICATION FOR STRUCTURAL STEEL MATERIALS		VSP-NIPI-TYP-GE-ST3-SP-03	
	Rev.	1	Page	21 of 28

1

- Fabrication of the seamless steel shall be in accordance with API SPEC 5L.
- Only one longitudinal seam weld is acceptable for the each rolled steel pipe.
- For the CAN pipe with outside diameter of 1600mm and larger, two longitudinal seams are accepted. The second longitudinal seam is 180 degrees away from the first longitudinal seams.
- Not permit any splice on the each rolled steel pipe or seamless steel pipe.
- Not permit any splice on the each hot-rolled steel and shapes.
- Not permit any splice on the each steel plate.
- For longitudinal seam steel pipe accept pipe fabricated by rolling method or press method. However, when evaluating bidding documents the fabrication method will be considered in order of priority rolled/UO/JCO.
- In case of the pipe fabrication by press method, the ovality of pipe shall be careful control by factory, third party and purchaser.

3.13 Dimensions and Tolerances

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- All dimensions and tolerances of the rolled steel pipes shall be in accordance with API SPEC 2B and API SPEC 5L.
- All dimensions and tolerances of the rolled structural steel bars, plates, and shapes shall be in accordance with A6 /A 6M.
- All dimensions and tolerances of the plates of Type I, Type II, Type III, Type IV, Type VI and Type VII shall be in accordance with API SPEC 2W.
- No beveled of pipe ends for the rolled pipe from mother plate with thickness more than 20mm.
- Unless otherwise specified, all pipes shall be beveled for welding in accordance with API SPEC 2B.


3.14 BIDDER Requirements

The BIDDER shall provide VIETSOVPETRO with at least 14 days notice to witness tests.

The BIDDER shall provide calibration certificates of testing instrumentation for review by the VIETSOVPETRO prior to each test location and environmental conditions.

- **Special requirements:**
 - All material shall be new, sound, free of defects, of the size and quality indicated, and shall be subject to approval by VIETSOVPETRO.
 - Material with improper or inadequate certification documents (requiring additional test) are required to be re-certified by appropriate tests at BIDDER'S expense.



	TYPICAL ENGINEERING DOCUMENTATION SPECIFICATION FOR STRUCTURAL STEEL MATERIALS		VSP-NIPI-TYP-GE-ST3-SP-03	
	Rev.	1	Page	22 of 28

- BIDDER shall ensure that all tubulars, plates and shapes are properly marked at the point of manufacture and that markings be transferred to all parts cut from the tubular/plate.
- In the event that the materials furnished by BIDDER appear to exhibit properties not normally attributed to steel grade for inclusion in the structure and other indications which may contribute to poor weld ability, ductility, strength and toughness, VIETSOVPETRO will required additional testing to ensure that the steels used are acceptable for inclusion in the structure at no additional cost to VIETSOVPETRO. All additional testing shall be furnished by BIDDER.
- All steels shall be fully killed with fine grain size. Rimming steel and unskilled steels are not acceptable.
- Spiral element for any pipe works is not allowed.
- Beveled pipe ends shall be guarded from mechanical damages with standard mill's bevel protectors.
- Pipes shall be supplied with mill's standard Vanish coating on outside surfaces.

4 OTHER STRUCTURAL MATERIALS

Steel for grating and stair tread shall conform to ASTM A36.

All grating shall be of the welded type with parallel serrated bearing bars and "SPIRALED" cross bars. Bearing bar size and spacing shall be as specified in the structural drawings.

All grating and stair tread shall be hot-dipped galvanized after fabrication.

Grating shall be fastened securely to the structure by galvanized clips, or as indicated on the drawings. All bolts, nuts, clips and washers for fastening grating shall be hot-dipped galvanized.

The ends, of all bearing bars and all cut-outs shall have banding added prior to galvanizing.

Joints shall occur only at structural supports.


No equipment or pipe supports shall be supported on grating.

5 QUANTITY

According to VIETSOVPETRO Datasheets and Drawings:

Unit length of structural steel is specified in attached Material Specification.



	TYPICAL ENGINEERING DOCUMENTATION SPECIFICATION FOR STRUCTURAL STEEL MATERIALS		VSP-NIPI-TYP-GE-ST3-SP-03	
	Rev.	1	Page	23 of 28

6 MARKINGS

6.1 Plates and Rolled Sections

- **Die stamp:**

The requirements for die stamping of plates and rolled sections are as follows:

- Heat or cast number;
- Type of steel and grade;
- Manufacturer's brand mark.

Note: The die stamped area shall be ringed with white paint, in order to clearly display its location.

- **Paint marking:**

The requirements for paint marking of plates and rolled sections are as follows:

- Manufacturer;
- Purchase Order number and item number;
- Item size (thickness/width/length or section call-off - as appropriate);
- Material grade with S1/SR1, S3/SR3, S4/SR4, S5/SR5 and S8/SR6 supplement for type I, type II, type VI and type VII.
- Heat and plate number;
- Principal rolling direction.

Rolled sections shall be color coded using a 75mm wide paint stroke on the flanges /web at both ends of each piece. Flat plate shall be color coded using a 75mm wide paint stroke on both the upper and lower surfaces. The colours shall be as specified in Section 6.3.

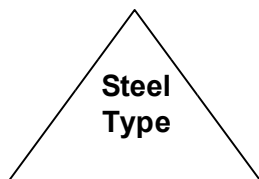
6.2 Circular Hollow Sections

Each pipe delivered to this Specification shall be paint stenciled on the inside surface near one end with the following information:

- Purchase Order number and item number.
- Manufacturer, specification, size (outside diameter, wall thickness and length), grade, manufacturing process as per API 5L.
- Steel Heat Number.
- Character test details as per SR5B of API 5L.
- Identification No.
- Heat No, Batch, Cast No.



- Pipe Mill Reference Number and stamp.
- Third Party Inspector stamp.
- Material marking of all structural steel shall be white paint stenciled letters in black painted background giving details of Project, dimensions and theoretical weight. In addition all materials shall be color codes as follows:




Structural tubular shall be color coded using a paint stroke longitudinal of pipe in a 75mm width band of each piece. The colours shall be as specified in section 6.3.

6.3 Colour Coding

Steel supplied to this Specification shall be color coded according to the following table:

Steel Type	Colour
I, VI	Yellow
II, VII	White
III	White
IV	White
V	White



	TYPICAL ENGINEERING DOCUMENTATION SPECIFICATION FOR STRUCTURAL STEEL MATERIALS		VSP-NIPI-TYP-GE-ST3-SP-03	
	Rev.	1	Page	25 of 28

7 QUALITY ASSURANCE

7.1 Quality Assurance

The BIDDER shall demonstrate that he operates a quality system in accordance with ISO 9000 or an equivalent international standard. The effectiveness of the quality system and the BIDDER'S compliance with it shall be subject to monitoring by the VIETSOVPETRO and in addition, may be audited following an agreed period of notice.

The BIDDER shall submit production process to suit each type of steel and ensure that the production process follow API/ASTM standard or equivalent standard for VIETSOVPETRO. All steel production process shall approval by independent third party (list of in section 7.3 in this document).

The BIDDER shall submit a quality control program for VIETSOVPETRO review at the time of tender. The BIDDER shall provide facilities for, and cooperate with, the VIETSOVPETRO and statutory authority inspectors during manufacturing, assembly and testing.

BIDDER shall submit his Quality Assurance Manual and Quality System Manual, containing all Quality related procedures to VIETSOVPETRO for review and approval.

BIDDER shall submit a tubular manufacturing Procedure to VIETSOVPETRO for approval.

BIDDER shall qualify Welding Procedures and Welders in accordance with VIETSOVPETRO specification.

No fabrication shall commence before VIETSOVPETRO approval of BIDDER Quality Plan, Inspection and Test Plan, Quality Procedures, Welding Procedures and Welders and Tubular Manufacturing Procedure.

7.2 Testing and Inspection

7.2.1 General


The BIDDER shall submit for review and approval by the VIETSOVPETRO an Inspection and Test Plan (ITP).

The VIETSOVPETRO shall be permitted to inspect the BIDDER'S facilities prior to placing an order. The successful BIDDER shall agree to the VIETSOVPETRO'S inspection throughout all phases of manufacturing.

Material testing to 3.1C level shall be witnessed by an independent body engaged by VIETSOVPETRO and approved by the VIETSOVPETRO.

VIETSOVPETRO shall have the right to inspect the manufacture of all materials, and shall have free access at all times to any part of BIDDER'S operation that concerns the work.



	TYPICAL ENGINEERING DOCUMENTATION SPECIFICATION FOR STRUCTURAL STEEL MATERIALS		VSP-NIPI-TYP-GE-ST3-SP-03	
	Rev.	1	Page	26 of 28

BIDDER shall furnish all necessary safety facilities, adequate lighting, measurement and test equipment etc. for safe and through inspection by VIETSOVPETRO.

An Inspection Certificate of each material item shall be submitted.

7.2.2 Visual Inspection/Workmanship

A visual examination of the inside and outside pipe surfaces, the weld bevels and the weld seam shall be carried out on each pipe. The standards of acceptance shall conform to API 5L with the following additional requirements.

Pipe bevels containing laminations shall be cut back until clear.

The SUPPLIER shall take all reasonable precautions to ensure that the pipe surface is free from imperfections that might interfere with the efficient application of an external coating. All loose scale shall be removed, and pitting and rough surfaces removed by grinding.

The maximum height of outside and inside weld bead shall be not more than 3.0 mm. All pipes shall be checked for weld bead height and shall be measured and recorded three times per shift.

Defects having a depth greater than 5% of the specified nominal wall thickness shall be considered unacceptable. Any defects having a depth less than 5% of the specified nominal wall thickness shall be considered as minor defects. Minor defects may be removed by grinding or polishing or both, provided that a smooth curved surface is maintained and that the wall thickness is not decreased below the specified minimum.

Any weld undercut exceeding 0.5mm deep shall be removed by grinding.

Defects consisting of sharp gouges shall be removed by grinding.

Thickness measurements shall be made on all areas where grinding has been carried out. The final thickness after grinding shall not be less than the specified minimum wall thickness.


Any cracks or leaks shall be clearly marked and the pipe length quarantined and made available for inspection or investigation by the INSPECTOR.

7.3 Mill Certificates

Mill certificates shall be provided to demonstrate that the primary steel (as defined by Steel Types I, II, III, VI and VII) has met or exceed all of the requirements specified in the Purchase Order. Mill certificates of primary steels are to be completed to BS EN 10204: 2004 Type 3.2 and ISO 10474 Type 3.2.

Mill certificates shall be provided to demonstrate that the secondary steel and major load bearing appurtenances has met or exceed all of the requirements specified in the Purchase



	TYPICAL ENGINEERING DOCUMENTATION SPECIFICATION FOR STRUCTURAL STEEL MATERIALS		VSP-NIPI-TYP-GE-ST3-SP-03	
	Rev.	1	Page	27 of 28

Order. Mill certificates of secondary steel materials are to be completed to BS EN 10204: 2004 Type 3.1 and ISO 10474 Type 3.1.

The independent third party inspection follows VIETSOVPETRO requirements are ABS (America), BV (France), DNV-GL (Norway) and LR (Britain).

In addition, the independent third party inspection certificates shall state:

- The identification of the material has been verified by the certification authority;
- That all tests were witnessed by the independent third party inspection agency;
- Agency or inspector's identification symbol;
- Name of manufacturer and factory symbol;
- Certificate number, date and revision;
- Heat numbers, charge no. or batch number;
- Complete chemical product and ladle analyses including trace elements;
- Specified chemical, mechanical and physical properties;
- Yield and tensile strength;
- Dimensions;
- Elongation measurements;
- Fracture toughness, if applicable;
- All supplementary requirements over and above the base reference standards as specified herein;
- When applicable, heat treatment procedure, furnace charge number of heat treatment records;
- Other identifying symbols;
- When applicable, NDT methods and results.

7.4 Official Monogram


The API Official Monogram 2H/2W Grade 50Z, Grade 60Z for mother plate to produce the pipe and plate of type I, type VI shall be provided to demonstrate that the manufacturer has license for use of it.

The API Official Monogram 2B/5L for manufacturer to produce the pipe shall be provided to demonstrate that the manufacturer has license for use of it.

The API Official Monogram for all steel types shall consider priority for bidder submit its.

However, the production process for all steel types shall follows section 7.1 in this document.



	TYPICAL ENGINEERING DOCUMENTATION SPECIFICATION FOR STRUCTURAL STEEL MATERIALS		VSP-NIPI-TYP-GE-ST3-SP-03	
	Rev.	1	Page	28 of 28

8 TRANSPORT, HANDLING AND STORAGE

Steel plate and rolled sections shall be loaded, transported and unloaded/stacked at the destination without being excessively stressed, deformed, or otherwise damaged. The VIETSOVPETRO will inspect and compile a damage report to record defects for immediate rectification in accordance with the Standard to the account of the SUPPLIER. Transport of mill produced pipe shall be in accordance with API RP 5LW and API RP 5LI.

All handling, loading and unloading shall be accomplished with slings or padded hooks in such a manner as to minimize mechanical damage.

Rail cars, trucks, lighters, ships or other conveyances shall be cleared of all debris prior to loading of pipes. Timber and dunnage shall be employed in sufficient quantity to prevent fatigue and mechanical damage during transit. Shoring and support of pipe for transit shall be subject to inspection and approval by the VIETSOVPETRO.

On-deck marine shipment is prohibited without written permission from the Principal following review of planned precautions to protect the material from damage and corrosion.

9 WARRANTY

The BIDDER shall have final and total responsibility for the manufacture and performance of all material supplied under this Specification.

Repair and replacement requirements:

- Material that does not meet the provision of this specification shall be rejected.
- All materials which are corroded due to improper storage, protection and/or maintenance shall be rejected.
- Repair by welding is not permitted in plates or seamless tubular. Repair to rolled sections and fabricated tubular shall only be permitted after approval by VIETSOVPETRO and according to BIDDER'S repair procedures which have been approved by VIETSOVPETRO.





VIETSOVPETRO
RESEARCH AND ENGINEERING INSTITUTE
FOR OIL AND GAS



AGREED BY
 Deputy General Director of Vietsovpetro

Signed by: Trần Xuân Hoàng
 Date: 31/05/2021 19:12:00
 Certified by: Vietsovpetro CA

Tran Xuan Hoang

APPROVED BY
 Chief Engineer of Vietsovpetro

Signed by: Trần Văn Vinh
 Date: 01/06/2021 11:27:54
 Certified by: Vietsovpetro CA

Tran Van Vinh

TYPICAL ENGINEERING DOCUMENTATION

DOCUMENT TITLE : BASIC PAINTING SCHEDULES FOR PLATFORM

DOCUMENT No. : VSP-NIPI-TYP-GE-AC7-SCH-01

CONTROLLED

				Checked	Agreed		
Capital Construction Department				Signed by: Lê Hồng Đại Date: 28/05/2021 14:04:52 Certified by: Vietsovpetro CA	Signed by: Nguyễn Thắng Date: 31/05/2021 17:27:32 Certified by: Vietsovpetro CA		
Offshore Construction Division				Signed by: Đinh Xuân Trường Date: 31/05/2021 10:10:33 Certified by: Vietsovpetro CA	Signed by: Phạm Thanh Bình Date: 31/05/2021 14:00:47 Certified by: Vietsovpetro CA		
1	Issued For Approval	26/05/2021	N. D. BIEN	SAVELEV V.	N.V. DZUNG	T.D.HAI	B.T.HAN
0	Issued For Approval	31/10/2019	N. D. BIEN	SAVELEV V.	L. C. THUY	T.D.HAI	B.T.HAN
REV.	DESCRIPTION	DATE	PREPARED	CHECKED	CHIEF DEPART.	ENG. MANAGER	PRO. MANAGER





TYPICAL ENGINEERING DOCUMENTATION
BASIC PAINTING SCHEDULES FOR
PLATFORM

VSP-NIPI-TYP-GE-AC7-SCH-01

Rev. 1 Page 2 of 20

Change Log

REV	SECTION	PAGE	CHANGE DESCRIPTION
1	1.2	5	Add the painting schedules for recover and repair of existing painting systems on the platform.
	2	6	Update Coating systems index
	3	8	Renamed the title of item.
	3.1, 3.6, 3.7	8, 9, 10,	Removed Inorganic Zinc Silicate and replaced with Zinc Rich Epoxy Primer Merged Initial painting schedule and Spot repair painting schedule to one schedule.
	3.8, 3.9, 3.15	10, 12	Add the primer coat with Zinc Rich Epoxy Primer and Topcoat with Polyurethane Finish
	3.11		Removed coating system for galvanized steel surfaces on the topside
	4	15	Add the painting schedules for recover the existing painting systems on platforms.

Reference Documents



TABLE OF CONTENTS

1	GENERAL	5
1.1	Introduce	5
1.2	Purpose and Scope of document	5
1.3	Definitions	5
1.4	Units	5
1.5	Language	5
1.6	Abbreviations	5
2	COATING SYSTEMS INDEX	6
3	PAINTING SCHEDULES FOR NEW BUILDING AND MODIFICATION	8
3.1	Coating system №1A	8
3.2	Coating system №2A	8
3.3	Coating system №3A	8
3.4	Coating system №4A	9
3.5	Coating system №5A	9
3.6	Coating system №6A	9
3.7	Coating system №7A	10
3.8	Coating system №8A	10
3.9	Coating system №9A	10
3.10	Coating system №10A	11
3.11	Coating system №11A	11
3.12	Coating system №12A	11
3.13	Coating system №13A	12
3.14	Coating system №14A	12
3.15	Coating system №15A	12
3.16	Coating system №16A	13
3.17	Coating system №17A	13



TYPICAL ENGINEERING DOCUMENTATION
BASIC PAINTING SCHEDULES FOR
PLATFORM

VSP-NIPI-TYP-GE-AC7-SCH-01

Rev. 1 Page 4 of 20

3.18	Coating system №18A	13
3.19	Coating system №19A	14
3.20	Coating system №20A	14
3.21	Coating system №21A	14
4	PAINTING SCHEDULES FOR RECOVER THE EXISTING PAINTING SYSTEM	15
4.1	Coating system №1B	15
4.2	Coating system №2B	15
4.3	Coating system №3B	15
4.4	Coating system №4B	16
4.5	Coating system №5B	16
4.6	Coating system №6B	16
4.7	Coating system №7B	17
4.8	Coating system №8B	17
4.9	Coating system №9B	17
4.10	Coating system №10B	18
4.11	Coating system №11B	18
4.12	Coating system №12B	18
4.13	Coating system №13B	18
4.14	Coating system №14B	19
4.15	Coating system №15B	19
4.16	Coating system №16B	19
4.17	Coating system №17B	20
4.18	Coating system №18B	20



TYPICAL ENGINEERING DOCUMENTATION
BASIC PAINTING SCHEDULES FOR
PLATFORM

VSP-NIPI-TYP-GE-AC7-SCH-01

Rev.	1	Page	5 of 20
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1 GENERAL

1.1 Introduce

The typical engineering documentation is a set of engineering documents issued by Research and Engineering Institute (REI) that can be applied repeatedly to many projects that REI involves. The typical engineering documentation shall be agreed upon by related departments in Vietsovpetro and approved by Vietsovpetro, if any.

1.2 Purpose and Scope of document

This document recommends generic painting schedules to be applied on metallic substrates for corrosion protection of steel structures, piping systems, valves, vessels, and other facilities of new building platform projects, modification and recover the existing painting coatings projects on the platforms in offshore Oil fields of Vietsovpetro J. V.

1.3 Definitions

Project Name: TYPICAL ENGINEERING DOCUMENTATION.
Document Title: BASIC PAINTING SCHEDULES FOR PLATFORM.
Document No.: VSP-NIPI-TYP-GE-AC7-SCH-01.

1.4 Units

The design shall be performed using the SI System units.

1.5 Language

All technical documentation is to be in the English language.

1.6 Abbreviations

VSP: Joint Venture Vietsovpetro
REI: Research and Engineering Institute.
ANSI: American National Standards Institute.
ASTM: American Society of Testing and Materials.
HSE: Health, Safety & Environment.
ISO: International Standards Organisation.
NACE: National Association of Corrosion Engineers.
PQT: Production Qualification Test.
RP: Recommended Practice.
SI: International System of Units.
DFT: Dry Film Thickness





TYPICAL ENGINEERING DOCUMENTATION
BASIC PAINTING SCHEDULES FOR
PLATFORM

VSP-NIPI-TYP-GE-AC7-SCH-01

Rev.

1

Page

6 of 20

2 COATING SYSTEMS INDEX

Coating system №	Application
A. Coating system for new building and modification	
Coating system № 1A	For the non-insulated carbon steel external surfaces of steel structures, skid structures, ceilings, walls, equipment, technical piping systems, and tank exteriors in the topside, etc. with design temperature up to 120°C.
Coating system № 2A	For thermal insulated facilities with design temperature up to 120°C.
Coating system № 3A	For non-insulated facilities with design temperature from 120°C to 400°C.
Coating system № 4A	For non-insulated facilities with design temperature from 400°C to 600°C.
Coating system № 5A	For thermal insulated facilities in temperature $120^{\circ}\text{C} < T < 400^{\circ}\text{C}$.
Coating system № 6A	For insulated carbon steel surfaces inside rooms.
Coating system № 7A	For Moderate Mechanical Stress Decks, steel equipment/ piping under main deck.
Coating system № 8A	For upside/ underside carbon steel Decks: helideck, upper deck, Platform deck, main deck, sub-main deck other outside decks.
Coating system № 9A	For Anti-skid walkways (if any).
Coating system № 10A	For galvanized grating decks, galvanized steel surfaces, brass piping below main deck.
Coating system № 11A	For non-insulated stainless steel facilities $60^{\circ}\text{C} \leq T < 110^{\circ}\text{C}$.
Coating system № 12A	For thermal insulated stainless steel facilities $60^{\circ}\text{C} \leq T < 110^{\circ}\text{C}$.
Coating system № 13A	For insulated and non-insulated stainless steel facilities $> 110^{\circ}\text{C}$.
Coating system № 14A	For steel structures and other facilities in the splash zone, risers and riser clamps.
Coating system № 15A	For steel structures, and other facilities from above splash zone up to maindeck/submaindeck.
Coating system № 16A	For inside tanks with design pressure under 2 bars and design temperature under 60°C.
Coating system № 17A	For inside tanks with design pressure from 2 bars to 12 bars and design temperature under 60°C.
Coating system № 18A	For inside tanks / vessels operating in high temperature/ high pressure (temperature $\geq 60^{\circ}\text{C}$ / pressure $\geq 12\text{bars}$).
Coating system № 19A	For washing water tanks, drinking water tank.
Coating system № 20A	For chemical storage tanks.
Coating system № 21A	For external carbon steel surfaces of piping, skids, valves, fittings and other equipment manufactured by Vendors, etc.
B. Coating system for restore existing coating system on platforms	
Coating system № 1B	For the non-insulated carbon steel external surfaces of steel structures, skid structures, ceilings, walls, equipment, technical piping systems, and tank exteriors in the topside, etc. with design temperature up to 120°C.



TYPICAL ENGINEERING DOCUMENTATION
BASIC PAINTING SCHEDULES FOR
PLATFORM

VSP-NIPI-TYP-GE-AC7-SCH-01

Rev.

1

Page

7 of 20

Coating system №	Application
Coating system №2B	For thermal insulated facilities with design temperature up to 120°C.
Coating system №3B	For non- insulated facilities with design temperature from 120°C to 400°C.
Coating system №4B	For facilities with design temperature from 400°C to 600°C.
Coating system №5B	For insulated carbon steel surfaces inside rooms.
Coating system №6B	For Moderate Mechanical Stress Decks, steel equipment/ piping under main deck, steel structural bridge.
Coating system №7B	For upside/ underside carbon steel Decks: helideck, upper deck, Platform deck, main deck, sub-main deck other outside decks.
Coating system №8B	For Anti-skid walkways (if any).
Coating system №9B	For non-insulated stainless steel facilities $60^{\circ}\text{C} \leq T < 110^{\circ}\text{C}$
Coating system №10B	For thermal insulated stainless steel facilities $60^{\circ}\text{C} \leq T < 110^{\circ}\text{C}$
Coating system №11B	For insulated and non-insulated stainless steel facilities $> 110^{\circ}\text{C}$
Coating system №12B	For steel structures and other facilities in the splash zone, risers and riser clamps.
Coating system №13B	For steel structures, and other facilities from above splash zone up to maindeck/submaindeck.
Coating system №14B	For inside tanks with design pressure under 2 bars and design temperature under 60°C.
Coating system №15B	For inside tanks with design pressure from 2 bars to 12 bars and design temperature under 60°C.
Coating system №16B	For inside tanks / vessels operating in high temperature/ high pressure (temperature $\geq 60^{\circ}\text{C}$ / pressure $\geq 12\text{bars}$).
Coating system №17B	For washing water tanks, drinking water tank.
Coating system №18B	For chemical storage tanks.

3 PAINTING SCHEDULES FOR NEW BUILDING AND MODIFICATION

The coating systems recommended for new building and modification steel structures of offshore platforms below are built based on studying, testing, and applying painting materials for corrosion protection of VSP's offshore platforms. However, these coating systems may be updated or modified to meet new technical requirements.

3.1 Coating system №1A

For the non-insulated carbon steel external surfaces of steel structures, skid structures, ceilings, walls, equipment, technical piping systems, and tank exteriors in the topside, etc. with design temperature up to 120°C.

Surface preparation	Coat No.	Generic Paint Type	DFT (µm)
1	2	3	4
Initial painting & Spot repair painting			
Blast cleaning to Sa 2.5/ISO 8501-1 Surface profile: 30 ÷ 80 µm	1 st	Zinc Rich Epoxy Primer	50
	2 nd	Modified Epoxy	110
	3 rd	Modified Epoxy	110
	4 th	Polyurethane Finish	<u>50</u>
		Total dry film thickness:	

3.2 Coating system №2A

For thermal insulated facilities with design temperature up to 120°C.

Surface preparation	Coat No.	Generic Paint Type	DFT (µm)
1	2	3	4
Initial painting & Spot repair painting			
Blast cleaning to Sa 2.5/ISO 8501-1 Surface profile: 30 ÷ 8µm	1 st	Epoxy Phenolic	100
	2 nd	Epoxy Phenolic	<u>100</u>
		Total dry film thickness:	

3.3 Coating system №3A

For non-insulated facilities with design temperature from 120°C to 400°C.

Surface preparation	Coat No.	Generic Paint Type	DFT (µm)
1	2	3	4
Initial painting & Spot repair painting			
Blast cleaning to Sa 2.5/ISO 8501-1 Surface profile: 30 ÷ 80µm	1 st	Inorganic Zinc Silicate	65
	2 nd	Silicon Aluminum	25
	3 rd	Silicon Aluminum	<u>25</u>
		Total dry film thickness:	



Note: Zinc dust pigment of inorganic zinc rich silicate primer shall be in compliance with ASTM D520 type II.

3.4 Coating system №4A

For facilities with design temperature from 400°C to 600°C.

Surface preparation	Coat No.	Generic Paint Type	DFT (µm)
1	2	3	4
Initial painting & Spot repair painting			
Blast cleaning to Sa 2.5/ISO 8501-1 Surface profile: 25 ÷ 50 µm	1 st	Silicon Aluminum	25
	2 nd	Silicon Aluminum	25
	3 rd	Silicon Aluminum	<u>25</u>
	Total dry film thickness:		75

3.5 Coating system №5A

For thermal insulated facilities in temperature 120°C<T<400°C.

Surface preparation	Coat No.	Generic Paint Type	DFT (µm)
1	2	3	4
Initial painting & Spot repair painting			
Blast cleaning to Sa 2.5/ISO 8501-1 Surface profile: 30 ÷ 80 µm	1 st	Inorganic Zinc Silicate	<u>65</u>
	Total dry film thickness:		65

3.6 Coating system №6A

For insulated carbon steel surfaces inside rooms.

Surface preparation	Coat No.	Generic Paint Type	DFT (µm)
1	2	3	4
Initial painting & Spot repair painting			
Blast cleaning to Sa 2.5/ISO 8501-1 Surface profile: 30 ÷ 80 µm	1 st	Zinc Rich Epoxy Primer	50
	2 nd	Modified Epoxy	125
	3 rd	Modified Epoxy	<u>125</u>
	Total dry film thickness:		300

3.7 Coating system №7A

For Moderate Mechanical Stress Decks, steel equipment/ piping, supports under main deck.

Surface preparation	Coat No.	Generic Paint Type	DFT (µm)
1	2	3	4
Initial painting & Spot repair painting			
Blast cleaning to Sa 2.5/ISO 8501-1 Surface profile: 30 ÷ 80 µm	1 st	Zinc Rich Epoxy Primer	50
	2 nd	Modified Epoxy	175
	3 rd	Modified Epoxy	175
	4 th	Polyurethane Finish	<u>50</u>
			Total dry film thickness:

3.8 Coating system №8A

For upside/ underside carbon steel Decks: helideck, upper deck, Platform deck, main deck, sub-main deck other outside decks.

Surface preparation	Coat No.	Generic Paint Type	DFT (µm)
1	2	3	4
Initial painting & Spot repair painting			
Blast cleaning to Sa 2.5/ISO 8501-1 Surface profile: 30 ÷ 80 µm	1 st	Zinc Rich Epoxy Primer	50
	2 nd	High solid epoxy /Glass flake epoxy	400
	3 rd	High solid epoxy /Glass flake epoxy	500
	4 th	Polyurethane Finish	<u>50</u>
			Total dry film thickness:

3.9 Coating system №9A

For Anti-skid walkways (if any)

Surface preparation	Coat No.	Generic Paint Type	DFT (µm)
1	2	3	4
Initial painting & Spot repair painting			
Blast cleaning to Sa 2.5/ISO 8501-1 Surface profile: 30 ÷ 80 µm	1 st	Zinc Rich Epoxy Primer	50
	2 nd	High solid epoxy /Glass flake epoxy	500
	3 rd	High solid epoxy /Glass flake epoxy	200
	4 th	<i>Anti-skid powder</i>	-
	5 th	High solid epoxy /Glass flake epoxy	200
	6 th	Polyurethane Finish (marking No.1)	50
	7 th	Polyurethane Finish (marking No.2)	<u>50</u>
			Total dry film thickness:

Note:

- The anti-skid powder should be broadcasted uniformly at 3kg /m² onto wet paint of the third coat layer and immediately sealed with 4th coat layer.
- The size of anti-skid powder shall be from mesh 8 to mesh 16 or recommendation of the manufacturer(s).
- The anti-skid painting system in the coating system №9A can be changed following the recommendation by the manufacturer.

3.10 Coating system №10A

For all galvanized steel surfaces, brass piping system, etc.

Surface preparation	Coat No.	Generic Paint Type	DFT (µm)
1	2	3	4
Initial painting & Spot repair painting			
Degrease galvanized surfaces to SP1-SSPC	1 st	Special Epoxy Paint	50
	2 nd	Modified Epoxy	150
	3 rd	Polyurethane Finish	<u>50</u>
	Total dry film thickness:		250

Note: The epoxy primer is to be recommended by the manufacturer(s) for suitable application on galvanized steel surfaces.

3.11 Coating system №11A

For non-insulated stainless steel facilities 60°C ≤ T < 110°C.

Surface preparation	Coat No.	Generic Paint Type	DFT (µm)
1	2	3	4
Initial painting & Spot repair painting			
Sweep blast with dry, non-iron containing grit to provide an suitable anchor profile	1 st	High Solid Epoxy	125
	2 nd	Polyurethane Finish	<u>50</u>
	Total dry film thickness:		175

3.12 Coating system №12A

For thermal insulated stainless steel facilities 60°C ≤ T < 110°C.

Surface preparation	Coat No.	Generic Paint Type	DFT (µm)
1	2	3	4
Initial painting & Spot repair painting			
Sweep blast with dry, non-iron containing grit to provide an suitable anchor profile	1 st	Phenolic Epoxy	100
	2 nd	Phenolic Epoxy	<u>100</u>
	Total dry film thickness:		200



3.13 Coating system №13A

For insulated and non-insulated stainless steel facilities $\geq 110^{\circ}\text{C}$.

Surface preparation	Coat No.	Generic Paint Type	DFT (μm)
1	2	3	4
Initial painting & Spot repair painting			
Sweep blast with dry, non-iron containing grit to provide an suitable anchor profile	1 st	Silicone Aluminum	25
	2 nd	Silicone Aluminum	25
	Total dry film thickness:		50

3.14 Coating system №14A

For steel structures of jacket, boatlanding, conductor, conductor guider, and other facilities in the splash zone, risers and riser clamps.

Surface preparation	Coat No.	Generic Paint Type	DFT (μm)
1	2	3	4
Initial painting & Spot repair painting			
Blast cleaning to Sa 2.5/ISO 8501-1 Surface profile: 30 ÷ 80 μm	1 st	Zinc Rich Epoxy Primer	50
	2 nd	Glass Flake Epoxy	400
	3 rd	Glass Flake Epoxy	500
	4 th	Glass Flake Epoxy	500
	5 th	Polyurethane Finish	50
	Total dry film thickness:		1500

3.15 Coating system №15A

For steel structures of jacket, boatlanding, conductor, conductor guider and other facilities from above splash zone up to maindeck/submaindeck exception to small metallic structures as per: electrical supports, piping supports, etc....

Surface preparation	Coat No.	Generic Paint Type	DFT (μm)
1	2	3	4
Initial painting & Spot repair painting			
Blast cleaning to Sa 2.5/ISO 8501-1 Surface profile: 30 ÷ 80 μm	1 st	Zinc Rich Epoxy Primer	50
	2 nd	Glass Flake Epoxy	400
	3 rd	Glass Flake Epoxy	500
	4 th	Polyurethane Finish	50
	Total dry film thickness:		1000

3.16 Coating system №16A

For inside tanks with design pressure under 2 bars and design temperature under 60°C and air receiver tanks.

Surface preparation	Coat No.	Generic Paint Type	DFT (µm)
1	2	3	4
Initial painting & Spot repair painting			
Blast cleaning to Sa 2.5/ISO 8501-1 Surface profile: 30 ÷ 80 µm	1 st	Phenolic Epoxy	100
	2 nd	Phenolic Epoxy	100
	3 rd	Phenolic Epoxy	<u>100</u>
		Total dry film thickness:	300

3.17 Coating system №17A

For inside tanks with design pressure from 2 bars to 12 bars and design temperature under 60°C.

Surface preparation	Coat No.	Generic Paint Type	DFT (µm)
1	2	3	4
Initial painting & Spot repair painting			
Blast cleaning to Sa 2.5/ISO 8501-1 Surface profile: 30 ÷ 80 µm	1 st	Phenolic Epoxy	150
	2 nd	Phenolic Epoxy	150
	3 rd	Phenolic Epoxy	<u>150</u>
		Total dry film thickness:	450

3.18 Coating system №18A

For inside tanks / vessels operating in high temperature/ high pressure (temperature ≥ 60°C / pressure ≥12bars).

Surface preparation	Coat No.	Generic Paint Type	DFT (µm)
1	2	3	4
Initial painting & Spot repair painting			
Blast cleaning to Sa 2.5/ISO 8501-1 Surface profile: 70 ÷ 120 µm	1 st	Epoxy novolacs or equivalent	500
	2 nd	Epoxy novolacs or equivalent	<u>500</u>
		Total dry film thickness:	1000

Notes: Epoxy novolacs were be tested and approved in VSP: Nova Plate 325 (Sherwin Williams) and Ceramic Polymer SF/LF-ARAMCO-APCS-2i,28,117 (Ceramic Polymer GmbH).

For the other Epoxy novolacs branch / equivalents can be reviewed and applied if having the qualification certificates issued by third party in working condition in accordance with condition mentioned in section 3.18.

3.19 Coating system №19A

For washing water tanks, drinking water tank.

Surface preparation	Coat No.	Generic Paint Type	DFT (µm)
1	2	3	4
Initial painting & Spot repair painting			
Blast cleaning to Sa 2.5/ISO 8501-1 Surface profile: 30 ÷ 80 µm	1 st	Solvent Free Epoxy Tank/ Drinking Water Epoxy Tank	100
	2 nd	Solvent Free Epoxy Tank/ Drinking Water Epoxy Tank	100
	3 rd	Solvent Free Epoxy Tank/ Drinking Water Epoxy Tank	<u>100</u>
		Total dry film thickness:	300

Notes: All products used in washing water tanks, drinking water tanks shall be approved by VSP and accompanied with a Health Certificate issued by authorized organization.

3.20 Coating system №20A

For chemical storage tanks.

Surface preparation	Coat No.	Generic Paint Type	DFT (µm)
1	2	3	4
Initial painting & Spot repair painting			
Blast cleaning to Sa 2.5/ISO 8501-1 Surface profile: 30 ÷ 80 µm	1 st	Chemical Resistant Epoxy Tank	100
	2 nd	Chemical Resistant Epoxy Tank	100
	3 rd	Chemical Resistant Epoxy Tank	<u>100</u>
		Total dry film thickness:	300

3.21 Coating system №21A

For external carbon steel surfaces of piping, skids, valves, fittings and other equipment manufactured by Vendors.

Surface preparation	Coat No.	Generic Paint Type	DFT (µm)
1	2	3	4
Initial painting & Spot repair painting			
Blast cleaning to Sa 2.5/ISO 8501-1 Surface profile: 30 ÷ 80 µm	1 st	Zinc Rich Epoxy Primer or equivalent epoxy primer	50
	2 nd	Modified Epoxy	110
	3 rd	Modified Epoxy	110
	4 th	Polyurethane Finish	<u>50</u>
		Total dry film thickness:	320

Note:

- The other equivalent painting schedule recommended by the paint manufacturers can be revised and applied instead of the coating system No.21A with VSP's approval.
- All bolt and nut shall be coated with fluorocarbon.

4 PAINTING SCHEDULES FOR RECOVER THE EXISTING PAINTING SYSTEM

4.1 Coating system №1B

For the non-insulated carbon steel external surfaces of steel structures, skid structures, ceilings, walls, equipment, technical piping systems, and tank exteriors in the topside, etc. with design temperature up to 120°C.

Surface preparation	Coat No.	Generic Paint Type	DFT (µm)
1	2	3	4
Blast cleaning to Sa 2.5/ISO 8501-1 Surface profile: 30 ÷ 80 µm	1 st	Modified Epoxy	100
	2 nd	Modified Epoxy	100
	3 rd	Modified Epoxy	100
	4 th	Polyurethane Finish	<u>50</u>
		Total dry film thickness:	350

4.2 Coating system №2B

For thermal insulated facilities with design temperature up to 120°C.

Surface preparation	Coat No.	Generic Paint Type	DFT (µm)
1	2	3	4
Blast cleaning to Sa 2.5/ISO 8501-1 Surface profile: 30 ÷ 80 µm	1 st	Epoxy Phenolic	100
	2 nd	Epoxy Phenolic	<u>100</u>
		Total dry film thickness:	200

4.3 Coating system №3B

For non-insulated facilities with design temperature from 120°C to 400°C.

Surface preparation	Coat No.	Generic Paint Type	DFT (µm)
1	2	3	4
Blast cleaning to Sa 2.5/ISO 8501-1 Surface profile: 30 ÷ 80 µm	1 st	Inorganic Zinc Silicate	65
	2 nd	Silicon Aluminum	25
	3 rd	Silicon Aluminum	<u>25</u>
		Total dry film thickness:	115



4.4 Coating system №4B

For facilities with design temperature from 400°C to 600°C.

Surface preparation	Coat No.	Generic Paint Type	DFT (µm)
1	2	3	4
Blast cleaning to Sa 2.5/ISO 8501-1 Surface profile: 25 ÷ 50 µm	1 st	Silicon Aluminum	25
	2 nd	Silicon Aluminum	25
	3 rd	Silicon Aluminum	<u>25</u>
	Total dry film thickness:		75

4.5 Coating system №5B

For insulated carbon steel surfaces inside rooms.

Surface preparation	Coat No.	Generic Paint Type	DFT (µm)
1	2	3	4
Blast cleaning to Sa 2.5/ISO 8501-1 Surface profile: 30 ÷ 80 µm	1 st	Modified Epoxy	100
	2 nd	Modified Epoxy	100
	3 rd	Modified Epoxy	<u>100</u>
	Total dry film thickness:		300

4.6 Coating system №6B

For Moderate Mechanical Stress Decks, steel equipment/ piping, supports under main deck, steel structural bridge.

Surface preparation	Coat No.	Generic Paint Type	DFT (µm)
1	2	3	4
Blast cleaning to Sa 2.5/ISO 8501-1 Surface profile: 30 ÷ 80 µm	1 st	Modified Epoxy	100
	2 nd	Modified Epoxy	150
	3 rd	Modified Epoxy	150
	4 th	Polyurethane Finish	<u>50</u>
	Total dry film thickness:		450

4.7 Coating system №7B

For upside/ underside carbon steel Decks: helideck, upper deck, platform deck, main deck, sub-main deck other outside decks.

Surface preparation	Coat No.	Generic Paint Type	DFT (µm)
1	2	3	4
Blast cleaning to Sa 2.5/ISO 8501-1 Surface profile: 70 ÷ 120µm	1 st	High solid epoxy / Glass Flake Epoxy	500
	2 nd	High solid epoxy / Glass Flake Epoxy	<u>500</u>
		Total dry film thickness:	1000

4.8 Coating system №8B

For Anti-skid walkways (if any).

Surface preparation	Coat No.	Generic Paint Type	DFT (µm)
1	2	3	4
Blast cleaning to Sa 2.5/ISO 8501-1 Surface profile: 70 ÷ 120µm	1 st	High solid epoxy / Glass Flake Epoxy	500
	2 nd	High solid epoxy / Glass Flake Epoxy	200
	3 rd	<i>Anti-skid powder</i>	-
	4 th	High solid epoxy / Glass Flake Epoxy	200
	5 th	Polyurethane Finish (marking No.1)	50
	6 th	Polyurethane Finish (marking No.2)	<u>50</u>
		Total dry film thickness:	950 -1000

Note:

- The anti-skid powder should be broadcasted uniformly at 3kg /m² onto wet paint of the third coat layer and immediately sealed with 4th coat layer.
- The size of anti-skid powder shall be from mesh 8 to mesh 16 or recommendation of the manufacturer(s).
- The anti-skid painting system in the coating system №8B can be changed following the recommendation by the manufacturer.

4.9 Coating system №9B

For non-insulated stainless steel facilities 60°C ≤ T < 110°C.

Surface preparation	Coat No.	Generic Paint Type	DFT (µm)
1	2	3	4
Sweep blast with dry, non-iron containing grit to provide an suitable anchor profile	1 st	High Solid Epoxy	125
	2 nd	Polyurethane Finish	<u>50</u>
		Total dry film thickness:	175

4.10 Coating system №10B

For thermal insulated stainless steel facilities $60^{\circ}\text{C} \leq T < 110^{\circ}\text{C}$.

Surface preparation	Coat No.	Generic Paint Type	DFT (μm)
1	2	3	4
Sweep blast with dry, non-iron containing grit to provide an suitable anchor profile	1 st	Phenolic Epoxy	100
	2 nd	Phenolic Epoxy	<u>100</u>
	Total dry film thickness:		200

4.11 Coating system №11B

For insulated and non-insulated stainless steel facilities $\geq 110^{\circ}\text{C}$.

Surface preparation	Coat No.	Generic Paint Type	DFT (μm)
1	2	3	4
Sweep blast with dry, non-iron containing grit to provide an suitable anchor profile	1 st	Silicone Aluminum	25
	2 nd	Silicone Aluminum	<u>25</u>
	Total dry film thickness:		50

4.12 Coating system №12B

For steel structures and other facilities in the splash zone, risers and riser clamps.

Surface preparation	Coat No.	Generic Paint Type	DFT (μm)
1	2	3	4
Blast cleaning to Sa 2.5/ISO 8501-1 Surface profile: $70 \div 120\mu\text{m}$	1 st	High solid epoxy / Glass Flake Epoxy	500
	2 nd	High solid epoxy / Glass Flake Epoxy	500
	3 rd	High solid epoxy / Glass Flake Epoxy	<u>500</u>
	Total dry film thickness:		1500

4.13 Coating system №13B

For steel structures, and other facilities from above splash zone up to maindeck/submaindeck.

Surface preparation	Coat No.	Generic Paint Type	DFT (μm)
1	2	3	4
Blast cleaning to Sa 2.5/ISO 8501-1 Surface profile: $70 \div 120\mu\text{m}$	1 st	High solid epoxy / Glass Flake Epoxy	500
	2 nd	High solid epoxy / Glass Flake Epoxy	<u>500</u>
	Total dry film thickness:		1000

4.14 Coating system №14B

For inside tanks with design pressure under 2 bars and design temperature under 60°C.

Surface preparation	Coat No.	Generic Paint Type	DFT (µm)
1	2	3	4
Blast cleaning to Sa 2.5/ISO 8501-1 Surface profile: 30 ÷ 80µm	1 st	Phenolic Epoxy	100
	2 nd	Phenolic Epoxy	100
	3 rd	Phenolic Epoxy	<u>100</u>
	Total dry film thickness:		300

4.15 Coating system №15B

For inside tanks with design pressure from 2 bars to 12 bars and design temperature under 60°C.

Surface preparation	Coat No.	Generic Paint Type	DFT (µm)
1	2	3	4
Blast cleaning to Sa 2.5/ISO 8501-1 Surface profile: 30 ÷ 80 µm	1 st	Phenolic Epoxy	150
	2 nd	Phenolic Epoxy	150
	3 rd	Phenolic Epoxy	<u>150</u>
	Total dry film thickness:		450

4.16 Coating system №16B

For inside tanks / vessels operating in high temperature/ high pressure (temperature ≥ 60°C / pressure ≥12bars).

Surface preparation	Coat No.	Generic Paint Type	DFT (µm)
1	2	3	4
Blast cleaning to Sa 2.5/ISO 8501-1 Surface profile: 70 ÷ 120µm	1 st	Epoxy novolacs or equivalent	500
	2 nd	Epoxy novolacs or equivalent	<u>500</u>
	Total dry film thickness:		1000

Notes:

Epoxy novolacs were be tested and approved in VSP: Nova Plate 325 (Sherwin Williams) and Ceramic Polymer SF/LF-ARAMCO-APCS-2i,28,117 (Ceramic Polymer GmbH).

For the other Epoxy novolacs / equivalents can be reviewed and applied if having the qualification certificates issued by third party in working condition in accordance with condition mentioned in section 4.16.



TYPICAL ENGINEERING DOCUMENTATION
BASIC PAINTING SCHEDULES FOR
PLATFORM

VSP-NIPI-TYP-GE-AC7-SCH-01

Rev. 1 Page 20 of 20

4.17 Coating system №17B

For washing water tanks, drinking water tank.

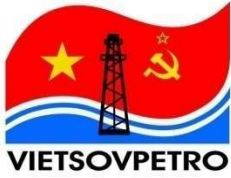
Surface preparation	Coat No.	Generic Paint Type	DFT (μm)
1	2	3	4
Blast cleaning to Sa 2.5/ISO 8501-1 Surface profile: 30 ÷ 80 μm	1 st	Solvent Free Epoxy Tank/ Drinking Water Epoxy Tank	100
	2 nd	Solvent Free Epoxy Tank/ Drinking Water Epoxy Tank	100
	3 rd	Solvent Free Epoxy Tank/ Drinking Water Epoxy Tank	<u>100</u>
Total dry film thickness:			300

Notes: All products used in washing water tanks, drinking water tanks shall be approved by VSP and accompanied with a Health Certificate issued by authorized organization.

4.18 Coating system №18B

For chemical storage tanks.

Surface preparation	Coat No.	Generic Paint Type	DFT (μm)
1	2	3	4
Blast cleaning to Sa 2.5/ISO 8501-1 Surface profile: 30 ÷ 80 μm	1 st	Chemical Resistant Epoxy Tank	100
	2 nd	Chemical Resistant Epoxy Tank	100
	3 rd	Chemical Resistant Epoxy Tank	<u>100</u>
Total dry film thickness:			300



**RESEARCH AND ENGINEERING INSTITUTE
FOR OFFSHORE OIL AND GAS**



AGREED BY
Deputy General Director of Vietsovpetro

Signed by: Trần Xuân Hoàng
Date: 08/09/2021 17:01:31
Certified by: Vietsovpetro CA

Tran Xuan Hoang

_____/_____/2021

APPROVED BY
Chief Engineer of Vietsovpetro

Signed by: Trần Văn Vinh
Date: 08/09/2021 16:39:57
Certified by: Vietsovpetro CA

Tran Van Vinh


_____/_____/2021

TYPICAL ENGINEERING DOCUMENTATION

DOCUMENT TITLE : PAINTING SPECIFICATION FOR PLATFORM

DOCUMENT No. : VSP-NIPI-TYP-GE-AC7-SP-01

				Checked	Agreed			
Capital Construction Department				Signed by: Lê Hồng Đại Date: 08/09/2021 11:31:26 Certified by: Vietsovpetro CA	Signed by: Nguyễn Thắng Date: 08/09/2021 16:36:10 Certified by: Vietsovpetro CA			
Offshore Construction Division				Signed by: Đinh Xuân Trường Date: 08/09/2021 09:50:46 Certified by: Vietsovpetro CA	Signed by: Phạm Thanh Bình Date: 08/09/2021 16:22:23 Certified by: Vietsovpetro CA			
		Signed by: Nhâm Điện Biên Date: 07/09/2021 10:03:20 Certified by: Vietsovpetro CA	Signed by: Савельев Вадим Владимирович Date: 07/09/2021 10:20:51 Certified by: Vietsovpetro CA	Signed by: Nguyễn Văn Dũng Date: 07/09/2021 11:25:30 Certified by: Vietsovpetro CA	Signed by: Trần Duy Hải Date: 07/09/2021 15:17:31 Certified by: Vietsovpetro CA	Signed by: Bùi Trọng Hân Date: 07/09/2021 16:32:25 Certified by: Vietsovpetro CA		
3	IFA	9/2021	N. D. BIEN	SAVELEV V.	N.V. DZUNG	T.D. HAI	B.T. HAN	
2	IFA	26/5/21	N. D. BIEN	SAVELEV V.	N.V. DZUNG	T.D. HAI	B.T. HAN	
REV.	DES.	DATE	PREPARED	CHECKED	CHIEF DEPART.	ENG. MANAGER	PRO. MANAGER	

	TYPICAL ENGINEERING DOCUMENTATION PAINTING SPECIFICATION FOR PLATFORM		VSP-NIPI-TYP-GE-AC7-SP-01		
			Rev.	3	Page

Change Log


REV	SECTION	PAGE	CHANGE DESCRIPTION
1	11	21	Change color of technology piping systems: water injection piping system, instrument air system, portable water piping system, washing water system, grey water system, sewage system, etc to color: <i>Yellow RAL 1003</i> . Change color of foundation of SKID to color: <i>green RAL 6002</i>
1	12	21	Delete section 12.1, 12.2, 12.3 and replace with " <i>Marking and identification shall be in accordance with document "Specification for Piping Fabrication, Installation, inspection and testing, No. VSP-NIPI-TS-PI1-SP-05" in latest version</i> ".
2	3.2.2	8	Added the sentence "Nonmetallic surfaces or metallic surfaces are coated with plastic, resin, etc."
2	4.3	5	Replace 1200m by 1200mm.
2	5.1	12	Added the sentence " <i>The area of unprepared or subsequent welding shall be protected with a initial primer coat.</i> "
3	2	7	Add Standards: ISO 7724-1 to 3, NACE SP0188, SSPC-SP 16
3	3.4	9	Add Paragraph: 7
3	4.1 and 4.2	9-10	Optimized contents
3	4.3	11	Deleted sentence "It shall be of a type and size adequate to give a surface profile or anchor pattern of 30 to 80 microns or 70 to 120microns unless specified otherwise."
3	8	18	Deleted sentences "to apply for this project" and "and equivalent (to basic painting schedule)"
3	11	21	Replace color code table by new table

Reference Documents

TABLE OF CONTENTS

1	GENERAL	5
1.1	Introduce	5
1.2	Purpose and scope of document	5
1.3	Definitions	5
1.4	Units	5
1.5	Language	5
1.6	Abbreviation	5
2	CODES AND STANDARDS	6
3	TECHNICAL REQUIREMENTS	7
3.1	Environmental conditions	7
3.2	Painting and coating scope	7
3.2.1	Items to be painted	7
3.2.2	Items not to be painted	8
3.3	Proposal	8
3.4	Coating materials	8
3.5	Application conditions	9
4	SURFACE PREPARATION	9
4.1	General	9
4.2	Preparation of abrasive blasting	10
4.3	Materials and conditions for abrasive blasting	11
4.4	Abrasive blasting	11
4.5	Surface Preparation by Mechanical Power Tools	12
5	PAINT APPLICATION	12
5.1	General coating application	12
5.2	Spray application	13
5.3	Brush application	14
5.4	Touch-up and repairs	14



	TYPICAL ENGINEERING DOCUMENTATION PAINTING SPECIFICATION FOR PLATFORM	VSP-NIPI-TYP-GE-AC7-SP-01			
		Rev.	3	Page	4 of 25

5.5	Drying of coated surfaces	14
5.6	Painting schedules and procedures	15
5.7	Galvanizing surface	15
6	WORKMANSHIP	15
7	INSPECTION / TESTING AND ACCEPTANCE CRITERIA	15
7.1	Inspection equipment used for inspection	16
7.2	Ambient atmospheric and surface temperature conditions	16
7.3	Surface preparation quality	16
7.4	Assessment of dust on the cleaned surface	16
7.5	Contamination chlorides test	16
7.6	Wet film thickness measurement	16
7.7	Dry film thickness measurement	16
7.8	Adhesion strength test	16
7.9	Cross-cut test for Adhesion	16
7.10	Holiday test	17
7.11	Acceptance Criteria	17
8	TEST PLAN	18
9	HEALTHS AND SAFETY	19
9.1	General	19
9.2	Handling of chemicals	19
9.3	Spray and blasting operations	19
9.4	Pressure equipment	20
9.5	Earthling connection	20
9.6	Breathing Apparatus	20
10	HANDLING AND SHIPPING OF FINISHED PRODUCT	20
11	COLOR CODE	21
12	MARKING FOR PIPING SYSTEMS	22
13	APPENDIX : SAMPLED FORMS FOR PAINTING INSPECTION	23





1 GENERAL

1.1 Introduce

The typical engineering documentation is a set of engineering documents issued by Research and Engineering Institute (REI) that can be applied repeatedly to many projects that REI involves.

The typical engineering documentation shall be agreed upon by related departments in Vietsovpetro and approved by Vietsovpetro, if any.

1.2 Purpose and scope of document

This document recommends typical technical specifications for painting applied on metallic substrates for corrosion protection of steel structures, piping, process, valves, vessels, and other facilities of new building platform project in offshore oil fields of Vietsovpetro J. V.

1.3 Definitions

PROJECT NAME:	Typical engineering documentation.
DOCUMENT TITLE:	Painting specification for platform.
DOCUMENT NO.:	VSP-NIPI-TYP-GE-AC7-SP-01.
COMPANY:	Vietsovpetro (Referred to as VSP).
DESIGNER:	The party which carries out all or part of the design, engineering, procurement, construction and commissioning of the project. Here the DESIGNER is a joined Team between Research and Engineering Institute (R&EI), a subsidiary of VSP, and an outside contractor.
MANUFACTURER/ VENDOR:	The party on which the order or contract for supply of painting material.
CONTRACTOR:	The party engaged to complete the fabrication portion of the Project works.

1.4 Units

The design shall be performed using the SI System units.


1.5 Language

All technical documentation is to be in the English language.

1.6 Abbreviation

VSP:	Joint Venture Vietsovpetro
REI	Research and Engineering Institute.
BS:	British Standard
NACE	National Association of Corrosion Engineers
ISO:	International Organization for Standardization
ASTM:	American Society of Testing and Materials
HSE:	Health, Safety and Environment.
VOC:	Volatile Organic Compound.



	TYPICAL ENGINEERING DOCUMENTATION PAINTING SPECIFICATION FOR PLATFORM		VSP-NIPI-TYP-GE-AC7-SP-01		
	Rev.	3	Page	6 of 25	

WFT: Wet Film Thickness.
DFT: Dry Film Thickness.
OSHA: Occupational Safety and Health Administration.

2 CODES AND STANDARDS

The latest editions of all applicable codes, specifications, and references shall define the minimum requirements applicable to the subject work and no statement contained in this specification shall construed as limiting the work to such minimum requirements.

Wherever conflicts or omissions between codes, specifications, and contracts occur, the most onerous condition shall apply. The contractor is responsible for reviewing the list below and informing the Client of any omission. All conflicts shall be formally brought to the attention of the Client.

The surface preparation, coating application, quality coat material, and qualification of the applied coating shall comply with the requirements as set out in the following international standards and specifications of coat manufacturer(s).

ASTM D 4940: Standard test method for conduct metric analysis of water soluble ionic contamination of Blasting abrasives.

ASTM A-385: Standard Practice for Providing High-Quality Zinc Coatings (Hot-Dip).

ASTM A-123: Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.

ASTM D3359: Standard Test Methods for Measuring Adhesion by Tape Test.

ASTM D5162: Standard Practice for Discontinuity (Holiday) Testing of Nonconductive Protective Coating on Metallic Substrates.

ASTM D4752: Standard Practice for Measuring MEK Resistance of Ethyl Silicate (Inorganic) Zinc-Rich Primers by Solvent Rub.

ASTM D 4541: Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Testers

ASTM D4285: Standard Test Method for Indicating Oil or Water in Compressed Air

ASME A13.1: Scheme for the Identification of Piping Systems.

ISO 2409: Paints and Varnishes, Cross - cut test.

ISO 4628: Evaluation of paint and varnish defects. Designation of intensity, quantity and size of common types of defect - (Parts 1; 2; 3; 4; 5; 6).

ISO 1514: Paints and varnishes. Standard panels for testing

ISO 8501: Preparation of steel substrates before application of paints and related products. Visual assessment of surface cleanliness - (Parts 1; 2; 3).

ISO 8502: Preparation of steel substrates before application of paints and related products. Tests for the assessment of surface cleanliness - (Parts 1; 2; 3; 4; 6; 9).

ISO 8503: Preparation of steel substrates before application of paints and related products. Surface profile of abrasive blast-cleaned steel - (Parts 1; 2; 3; 4).

ISO 21457 2010: Material selection and corrosion control for oil and gas production systems.



ISO 8504:	Preparation of steel substrates before application of paints and related products. Methods for surface preparation - (Parts 1; 2; 3).
ISO 12944:	Paints and varnishes - Corrosion protection of steel structures by paint systems - (Parts 1; 2; 3; 4; 7; 8).
ISO 16276:	Corrosion protection of steel structures by protective paint systems - Assessment of, and acceptance criteria for, the adhesion/cohesion (fracture strength) of a coating - (Parts 1; 2).
ISO 19840:	Paints and varnishes. Corrosion protection of steel structures by protective paint systems. Measurement of, and acceptance criteria for, the thickness of dry films on rough surfaces.
ISO 20340:	Paints and varnishes - Performance requirements for protective paint systems for offshore and related structures.
ISO 7724-1 to 3	Paints and varnishes. Determination of color and color difference
NACE SP0188:	Discontinuity (Holiday) Testing of New Protective Coatings on Conductive Substrates.
SSPC-SP 16	Brush-off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steels, and Non-Ferrous Metals
NORSOK M-501:	Surface preparation and protective coating.
SSPC SP-1:	Solvent cleaning.
SSPC SP-2:	Hand tool cleaning.
SSPC SP-3:	Power tool cleaning.
SSPC SP-5:	White metal blast cleaning.
ISO 9000:	Quality management systems.

3 TECHNICAL REQUIREMENTS

3.1 Environmental conditions

Items that have had paint and protective coatings applied may be installed either outdoors in an unprotected area on an offshore platform or indoors. The paint and protective coatings shall be suitable for the environmental conditions specified for such installations in the Project Documents, and the specific details for the item being painted and coated.

3.2 Painting and coating scope

3.2.1 Items to be painted

Offshore production facilities to be protected from corrosion with coatings covered by this specification include all equipment, piping systems, vessels, tanks, steel structures of platform and jacket, etc.

Stainless steels shall be painted when requested in the present specification. Only piping, pipelines, and vessels, or other pressure-containing equipment are concerned. The followings shall apply:

Stainless steel type	Coating requirement
Austenitic Stainless steel SS316/316L	Coated only if T > 60°C
Duplex Stainless steel 22%Cr DSS	Coated only if T > 100°C
Super duplex Stainless steel 25%Cr DSS	Coated only if T > 110°C



Stainless steel with thermal insulation	Coated
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Zinc containing paints shall be prohibited on stainless steel. All stainless steel shall be painted on areas in contact with carbon steel piping supports.

3.2.2 Items not to be painted

The following surfaces and items shall not be coated:

- Nonmetallic surfaces or metallic surfaces are coated with plastic, resin, etc.
- Inside pipe.
- Rubber hoses, belts, flexible braided connectors.
- Machined surfaces.
- Nameplates, tubes, fittings, gauges, valve made from stainless steel.
- Conduits.
- Control panel.
- Motor shafts.

3.3 Proposal

The painting requirements will be defined in the relevant Project Specification. However, it shall include as a minimum the following descriptive for each coating material:

- Coating manufacturer's name and address.
- Complete generic description.
- Trade name and ordering number.
- Percent zinc content by weight for primer coats when required and percent non-volatile solids content by volume for intermediate and finish coats.
- The proposal shall include the coating Manufacturer's standard product datasheets for each coating material.

3.4 Coating materials

Coating and other consumable materials shall be new. Materials shall be supplied unopened in the coating manufacturer's containers. The unopened containers shall be clearly identified. Labels and tags shall be intact and no coating shall be used after the manufacturer's recommended shelf life has expired.

Mixing of different coating materials is not permitted whether or not from the same coating manufacturer.


Coating material shall not be mixed or kept in suspension by using a bubbling air stream. If settling has occurred it must be remixed immediately before using. No thinner shall be added unless necessary for proper application. Type of thinner shall comply with the manufacturer's instructions.

Materials shall not be left in a spray pot longer than the coating manufacturer recommends. If this limit is reached, the pot shall be emptied and cleaned, the materials destroyed, and the new material mixed.

The products of only a single coating manufacturer shall be used for each complete coating system discussed in this specification. The use of different coating manufacturer's products for successive coats on a single surface, or piece of equipment, is not permitted.

Thinning of coating materials is not allowed except when specifically called for in the coating manufacturer's recommendations. The procedure and limits for thinning shall be in accordance with the coating manufacturer's recommendations.



	TYPICAL ENGINEERING DOCUMENTATION PAINTING SPECIFICATION FOR PLATFORM		VSP-NIPI-TYP-GE-AC7-SP-01		
			Rev.	3	Page

At least two samples shall be taken from each batch of product to test before painting application work commences. The COMPANY may request test panel on these samples. The CONTRACTOR must conduct quality testing on the product during construction or before the end of the project.

Successive coats shall be of a different color or tint to provide contrast so that incomplete coverage can be detected.

Unless otherwise specified, the Contractor shall comply with the finish coat color schedule.

3.5 Application conditions

Coatings shall be applied under the environmental conditions established by the Coating Manufacturer. No coating shall be applied:

- On wet surfaces.
- When the relative humidity is above 85%.
- When the surface temperature is less than 3°C above the dew point.
- When the wind speed exceeds 7 m/s.
- When surface temperatures are more than 50°C or temperature recommended by the Coating manufacturer.

Outdoor surface preparation and coating shall be conducted during daylight hours. Indoor painting is allowed 24 hours a day in a well-lit building if the environmental conditions as described are met inside the building at all times during preparation, painting, and curing.

The Contractor's work procedures, material handling, and waste disposal methods shall include any additional precautions established by the COMPANY Representative to prevent the release of pollutants to the surrounding environment.

Before painting application works commences, the Contractor shall verify that environmental conditions are met application conditions on a daily report.

4 SURFACE PREPARATION

4.1 General

The Contractor shall be responsible for the cost of surface preparation, removal of all unsatisfactory coating, and application of the coating or system in accordance with the requirement of this Specification.

The Contractor shall provide skilled, experienced personnel to carry out all work and shall provide competent and qualified supervision and inspection services to ensure that the quality of painting works met with requirements of this Specification as well as complied with the quality policy of COMPANY.

For equipment skids, surface preparation for coating application will be only carried out after all structural, mechanical, piping, and welding works have been completed on the equipment.


Abrasive blast cleaning shall be the preferred method of surface preparation for carbon steel and shall be completed, as a minimum, to comply with ISO 8501-1, SSPC-SP-10, or equivalent one at the time of coating.

The surface profile shall be assessed by a profile comparator or replica tape in accordance with ISO 8503. This assessment shall be carried out at random locations over the prepared surface to provide an accurate assessment of the surface profile.

Surface preparation, including abrasive blasting, shall not be carried out in the areas where:

- The coating is being applied.
- The coating has not dried or cured.



	TYPICAL ENGINEERING DOCUMENTATION PAINTING SPECIFICATION FOR PLATFORM		VSP-NIPI-TYP-GE-AC7-SP-01		
			Rev.	3	Page

- The coated surfaces may be contaminated with the residue of the surface treatment process.

The preparation can effect on the open machinery.

4.2 Preparation of abrasive blasting

Prior to abrasive blasting all welded seams, fillets, corners, sharp edges of the surface to be coated shall be rounded as defined in ISO 8501-3 (minimum radius > 2 mm). Welds must be free of pinholes and all weld spatters are to be removed prior to blasting.

Hard surface layers (e.g. resulting from flame cutting) shall be removed by grinding prior to blast cleaning.

All machined parts shall be cleaned with a solvent liquid suitable to remove any machining fluids.

Before and after blasting, all welds shall be closely inspected for the presence of welding flux and spatter, slivers, inclusions, lamination, scabs and underlying mill scale. Imperfections shall be mechanically removed and the immediate area re-blasted.

All welds shall be inspected and, if necessary, repaired prior to final blast cleaning of the area. Surface pores, cavities etc. shall be removed by suitable dressing or weld repair.

The surfaces shall be free from any foreign matter such as weld flux, residue, slivers, oil, grease, salt etc. prior to blast cleaning. Any Oil, grease, wax, dirt, and other foreign matter shall be removed in accordance with ISO 12944-4 or SSPC-SP-1.

Coated surfaces contaminated with abrasive or the residues of surface preparation operation shall be deemed unacceptable and shall be cleaned back to bare metal and re-treated to conform to the requirements of this Specification. All repair work shall be at the CONTRACTOR's expense.

Refreshing of previously coated materials shall be necessary only if the coating has been damaged.

Prior to the application of any protective coating, all damage to previously applied coatings shall be repaired. Damaged and loosely adhering coating(s) shall be removed, the area cleaned, edges of coating breaks feathered, and designated coat(s) reapplied.

The CONTRACTOR shall notify the COMPANY Representative immediately of any damaged galvanized surfaces. With COMPANY approval, the Contractor shall repair the damaged surfaces by:


- Solvent cleaning.
- Treating with a 10% by volume phosphoric acid wash or a vinyl butyral wash primer, or brush blasting.
- Applying a coat of the zinc rich primer suitable for galvanizing repair.

Immediately prior to any coating application, environmental conditions shall be checked to ensure the environmental conditions are within the limits established by the coating manufacturer and as stated in section 3.5.

Working parts of machinery, valves, instruments, glass faces of gauges, light fittings, control panels and consoles and surfaces that are not to be coated, etc. shall be properly protected (shielded) against damage during abrasive blasting and form the ingress of blasting abrasives and residue, and from paint overspray.

Cloth, cloth tape, paper secured by tape, and/or grease protection are preferred for shielding. Shielding materials shall not be applied directly to the protected surface. After coating application finished, all such protection shall be removed and the underlying surface restored to the original condition.



	TYPICAL ENGINEERING DOCUMENTATION PAINTING SPECIFICATION FOR PLATFORM		VSP-NIPI-TYP-GE-AC7-SP-01		
	Rev.	3	Page	11 of 25	

Openings in vessels, piping, and other appurtenances shall be properly protected against entry of abrasive material.

4.3 Materials and conditions for abrasive blasting

Blast abrasive shall be dry, hard, clean, and free from contaminants. The abrasive shall contain no more than 75 parts per million chlorides by weight.

To achieve the required anchor profile, abrasive particle size shall follow the surface preparation commentary of the SSPC manual as necessary to comply with ISO 8501-1, SSPC-SP-10, surface Preparation Specification – White metal Blast Cleaning, or an equivalent one.

Copper slag, silica sand, or other materials producing silica dust shall not be used when blasting onshore.

The conductivity of abrasive's washing water shall be less than 250 μ S/cm as per ASTM D4940.

Abrasives shall be sealed in watertight packaging. Any delivered in defective packaging shall be rejected. Products must be stored sheltered from the elements.

The mixture of steel grit and steel shot shall be used for the blasting of carbon steel in the blasting chamber.

Blasting is not permitted if the relative humidity is greater than 85%, or if the surface temperature is less than 3 $^{\circ}$ C above the air dew point.

The compressed air used for blasting shall be free of detrimental amounts of oil and water. A test in accordance with ASTM D4285 shall be conducted to determine the presence of oil or water in compressed air used.

Adequate separators and traps shall be provided, installed in the coolest part of the system. They shall be emptied regularly to prevent carryover of water and oil. Accumulation of oil and moisture shall be removed from the air receiver by regular purging.

Blasting to white metal shall be allowed only during daylight hours. The first primer coat shall be applied to the blasted surface before sundown of the same day. Surfaces that remain uncoated overnight shall be re-blasted to white metal prior to applying the first primer coat.

Where repair or re-coating is carried out on coating systems, the affected area shall be whip blasted to provide an adequate paint key. The blast cleaning shall carry over to the secure surrounding coating for a distance not less than 25 mm. The coating edges shall be chamfered by a method approved by the COMPANY.

Blasting abrasives materials used for blast cleaning of structural steels with a diameter more than 1200mm and welding seams shall be in accordance with specified technical requirements in the Project's document "Specification for abrasive materials".

4.4 Abrasive blasting


All steel surfaces to be coated shall be blast-cleaned to near white metal in accordance with standard ISO 8501 or equivalent.

Surfaces are to be applied shall have anchor patterns in the range of 30-80 microns or 70-120 microns. In general, the blasted surface shall have anchor patterns in accordance with the coating manufacturer's recommendation.

After blast-cleaning, all dust must be removed using a vacuum cleaner before application of the paint. A test in accordance with ISO 8502-3 shall be conducted to determine the quantity of dust.

All blast-cleaned surfaces shall be coated before the deterioration of the "grade of cleanliness". In any case, any surface that has been blast-cleaned shall be coated on the same day.



	TYPICAL ENGINEERING DOCUMENTATION PAINTING SPECIFICATION FOR PLATFORM		VSP-NIPI-TYP-GE-AC7-SP-01		
			Rev.	3	Page

Surface blasting to near white metal shall extend a minimum of 150mm beyond the area to be coated during the same day. Surface blasting to near white metal shall continue a minimum of 25mm into adjoining previously coated surfaces.

No acid washes, cleaning solutions, solvents, or inhibited washes intended to prevent rusting shall be applied to surfaces after abrasive blasting and prior to the first primer coat application.

The blast cleaning procedure shall be submitted to COMPANY for approval.

4.5 Surface Preparation by Mechanical Power Tools

In the event of abrasive cleaning being impossible or unsuitable, steel surfaces may be mechanically cleaned using power tools such as wire brushes, needle guns, etc., power tool cleaning shall be performed according to grade St.3 of the standard ISO 8501-1 or equivalent.

The surfaces shall be solvent cleaned as specified in standard SSPC SP-1 before cleaning with mechanical power tools.

5 PAINT APPLICATION

5.1 General coating application

Coating shall be applied in accordance with the requirements established by this specification and the recommendations of the coating manufacturer. Any area not specifically covered shall be in accordance with the principles and guidelines set forth in the SSPC Manual.

There should be no deep or detrimental brush marks. Paint shall be worked into all crevices and corners. Runs or sags shall be brushed out.

No coating shall be applied to surfaces that have not been prepared in accordance with the requirements of section 4.

Prior to coating, surfaces blasted to white metal shall be dust-free. The dust remaining on the surfaces shall be removed by dry brushing or by vacuuming with an industrial vacuum cleaner. Pressure air blowing is permitted if suitable precautions are taken to ensure that the air is free of moisture, oil, and other contaminants.

Coatings shall not be applied within 150 mm of unprepared surfaces or within 150 mm of edges prepared for subsequent welding. The area of unprepared or subsequent welding shall be protected with an initial primer coat.

The initial primer coat shall be applied as soon as possible after preparation. In all cases, the primer coat shall be applied during daylight hours on the same day that the surface is prepared.

In general, intermediate and finish coatings shall be applied following the final assembly of component parts. Surfaces shall be in the final configuration.

Any surfaces inaccessible for proper coating application and/or inspection shall be coated prior to final assembly. Specifically, flange faces and bolt holes shall be coated prior to final installation. The COMPANY representative will designate inaccessible areas.


Prior to applying a succeeding coat, all coatings shall be allowed to dry at site ambient conditions for at least the minimum time specified by the coating manufacturer and not longer than the maximum time for site ambient conditions.

No coating shall be applied over a previous coating that is not thoroughly dry.

Coatings shall be applied by brush to all crevices, corners, edges, and other hard-to-spray areas.

The coating film thickness referred to in this specification shall be the dry film thickness measured by a properly calibrated film thickness gauge and are minimum values.



	TYPICAL ENGINEERING DOCUMENTATION PAINTING SPECIFICATION FOR PLATFORM		VSP-NIPI-TYP-GE-AC7-SP-01		
			Rev.	3	Page

All areas such as external corners and edges, welds, bolts, nuts, and interstices (excluding galvanized surfaces) shall receive a “stripe” coat prior to application of the specified coat (excluding the inorganic zinc silicate primer) to ensure that these areas have at least the minimum specified film thickness and to ensure continuity of the coating. The “stripe” coat shall be allowed to become touch-dry prior to coating with the specified coat.

All areas that will be subject to welding after painting shall be masked after blast cleaning. Masking shall preferably be with cloth or cloth tape and shall extend at least 50 mm on all sides of the intended weld area.

Nameplates shall be suitably masked before blast cleaning to protect from blasting abrasive and paint.

The cured coatings shall be visually free of pinholes, voids, bubbles, mud cracking, and other “holidays”.

Each coat shall be in a proper state of cure or dryness before the application of the next coat. Material shall be dry for re-coating when an additional coat can be applied without the development of any detrimental film irregularities, such as lifting or loss of adhesion of the undercoat. The manufacturer’s instructions shall be followed.

When successive coats of the same color have been specified, alternate coats shall be tinted, when practical, sufficiently to produce enough contrast to indicate complete coverage of the surface. When the material is the color of the steel, or when the tinting of the final coat is objectionable, the first coat to be applied shall be tinted. The tinting material shall be compatible with the material and not detrimental to its service life.

Prior to the application of any coat of material, all damage to previous coats shall be touched up with the specified coating. Damage prior to delivery of finish coating shall be re-primed and refinished.

5.2 Spray application

Spray coating shall comply with the following:

- Coating Manufacturer’s recommendations.
- Spray equipment Manufacturer’s recommendations for the coating material.
- This specification.

Spray equipment

Conventional air spray equipment shall be suitable for the intended purposes. The type of gun, air caps, nozzles, and needles shall comply with the coating manufacturer’s application instructions and datasheets.

Suitable traps and separators shall be installed to remove water, oil, and other contaminants from the air supply. Traps and separators shall be of the continuous-bleed type and shall be checked frequently to prevent carryover.

Suitable regulators and gauges shall be installed in the air supply to the pressure pot and the gun.

Airless spray equipment is acceptable if the minimum requirements established in this specification are met, if airless spray application is recommended by the coating manufacturer, and if specific equipment is approved by the Company.

Application

Prior to application, all coating materials shall be vigorously stirred and/or agitated in spray pots until pigments, vehicles, and catalysis are thoroughly mixed. During application, coatings can be continuously stirred by mechanical spray pot agitators or other approved means if required by the Manufacturers.





Prior to adding new material, lines, pots, and guns shall be thoroughly cleaned following each application. Solvents left in the equipment shall be completely removed before coating the prepared surfaces.

For optimum spraying effectiveness, the pressure on the material in the pot and of the air at the gun shall be adjusted and maintained to deliver the material at the rate specified by the coating manufacturer. Air pressure and volume shall be the minimum required to properly atomize the coating material.

The spray pattern shall be adjusted so that the coating is deposited in uniform layers with the correct wet film thickness.

The spray gun shall be held perpendicular to the surface at all times and at a distance that will ensure depositing a fully wet layer of material on the surface. Arching of the spray gun is not permitted.

Parallel even passes shall be made that overlap the previous spray coating by 50 percent. Large continuous surfaces shall be coated by two passes made at right angles to each other.

All runs, air bubbles, sags, and other imperfections shall be brushed out immediately or the coating shall be removed and the surface re-sprayed.

5.3 Brush application

Coatings shall be applied with a brush in all areas that cannot be spray coated properly.

Brushes shall be of a style, quality, and composition (pure bristle or nylon bristle) that enable proper coating application.

Round or oval brushes are the most suitable for rivets, bolts, irregular surfaces, and rough or pitted steel.

Wide flat brushes are suitable for large flat surfaces. A brush-width greater than 125 mm is not acceptable.

Successive coats shall be applied by crosshatching the previous coat.

Runs, air bubbles, and sags shall be brushed out immediately.

Coating shall be worked into all crevices and corners. Surfaces not accessible to brushes shall be coated with daubers.

5.4 Touch-up and repairs

Touch-up and/or repair of damaged coating shall be carried out to ensure that the coating requirements for the particular surface comply with this Specification.

Coating damage not exposing steel surfaces shall be cleaned and abraded. Hard edges shall be feathered. The coating shall be made good to the full coating system nominated for the area and complying with this specification.


Coating damage exposing steel surfaces shall be re-cleaned and coated with the suitable method in accordance with the requirements of this specification.

5.5 Drying of coated surfaces

No coat shall be applied until the preceding coat has dried. The material shall be considered dry for re-coating when another coat can be applied without the development of any film irregularities such as lifting or loss of adhesion or undercoats, and the drying time of the applied coat does not exceed the maximum specified for it as a first coat.

No painting shall be force dried under conditions that will cause cracking, wrinkling, blistering, formation of pores, or detrimentally affect the condition of the paint. No drier shall be added to a point on the job unless specifically called for in the manufacturer's specification for the paint.



	TYPICAL ENGINEERING DOCUMENTATION PAINTING SPECIFICATION FOR PLATFORM		VSP-NIPI-TYP-GE-AC7-SP-01		
	Rev.	3	Page	15 of 25	

Paint shall be protected from rain, condensation, and contamination until dry to the fullest extent practicable.

5.6 Painting schedules and procedures

Coating systems are given in the document "Basic painting schedules for platform, No. VSP-NIPI-TYP-GE-AC7-SCH-01" and the detailed painting procedures are offered in the detail painting design documents.

5.7 Galvanizing surface

All galvanizing of structural steel shall conform to ASTM A-123's latest edition and be applied in accordance with ASTM A-385. The minimum zinc coat shall be 0.705 kg/m² and the average thickness of galvanized coat shall be a minimum 100µm. No specimen shall be less than 0.67kg/m² and galvanized coating thickness shall be less than 95µm. Galvanized steel surfaces for either indoor or outdoor installation shall not be primed or painted unless otherwise noted in the applicable equipment specifications or for safety requirements (e.g. staircases).

Galvanizing damaged through fabrication, erection, assembly, handling, welding or other operations, shall be repaired, preferably with galvanized rods and heat or if this is impossible or impractical, by the proper surface treatment and application of a zinc-rich type of coating.

6 WORKMANSHIP

The Contractor shall comply with the minimum requirements established by this specification but has exclusive control over the detailed manner for performing the required work. The Contractor shall work in a careful, diligent, and prudent manner and shall achieve results that exhibit high-quality craftsmanship.

The Contractor only used trained persons for blasting, a painting application, supervision, and inspection. Certificates of personnel shall be submitted to COMPANY for approval before any painting application work commences.

Prior to beginning work, all Contractor personnel shall be thoroughly familiar with the material, equipment, this specification, and all applicable standards and codes.

Care shall be exercised at all times to prevent splashing, dropping, spillage, and overspray of coating and abrasive materials.

The Contractor shall protect all equipment, walls, floors, ceilings, and other surfaces from damage by coating materials and other contaminants.

The Contractor shall clean any accidentally applied material from all surfaces. No permanent color or stain shall remain from accidentally applied materials.

Good housekeeping procedures shall be established and followed at all times. When work is complete, the Contractor shall leave all work areas in a condition equal to that when work began.

7 INSPECTION / TESTING AND ACCEPTANCE CRITERIA


The Contractor shall perform inspection and testing activities complying with requirements of this Specification and/or recommendation's paint manufacturer.

An inspection and test plan shall be prepared by the Contractor and shall be submitted to COMPANY for approval.

As a requirement for each painting system the following aspects of the work shall be documented and recorded in the painting inspection report, but not limited:

- Quality of surface preparation (surface profile, cleanliness, etc.)
- Dry film thickness of each coat.



	TYPICAL ENGINEERING DOCUMENTATION PAINTING SPECIFICATION FOR PLATFORM		VSP-NIPI-TYP-GE-AC7-SP-01		
			Rev.	3	Page

- Dry film thickness of the total system.
- Coating supplier.
- Coating batch number.
- Ambient conditions, including ambient temperature, surface temperature, dew point, and relative humidity.
- The visual aspect of the coating.
- The coating inspection reports should be signed by the COMPANY's nominated representative.

7.1 Inspection equipment used for inspection

The Contractor is responsible for the quality of equipment to be used during the qualification test. All equipment shall be calibrated by the authorized organization.

Certificate of calibration of equipment and list of equipment shall be submitted to COMPANY for approval before test panel/ inspection activities commence.

7.2 Ambient atmospheric and surface temperature conditions

Prior to the commencement of any coating operation, the surface temperature, ambient temperature, dew point, and relative humidity shall be measured and recorded in the daily report.

7.3 Surface preparation quality

The cleanliness of the cleaned surface shall be Sa 2 ½ according to the standard ISO 8501-1 or equivalent.

Anchor profile shall be compliance the requirement ranges of each coating system.

7.4 Assessment of dust on the cleaned surface

The cleaned surface shall be inspected for dust rate in accordance with standard ISO 8502-3. Dust quantity rating 2 for dust size class 2 is acceptable.

7.5 Contamination chlorides test

Chloride content shall be tested in accordance with standard ISO 8502-6 and 8502-9, with a maximum acceptance of 30mg/m².

7.6 Wet film thickness measurement

Wet film thickness shall be measured and recorded for each coat application by the wet film combs such as Elcometer112 or equivalent.

7.7 Dry film thickness measurement

Each individual coat and coat system shall be measured for DFT. Method for measuring DFT shall be in accordance with ISO 19840 using appreciate thickness gauge such as Elcometer 456 or equivalent.

7.8 Adhesion strength test

A pull-off test is used for evaluating the adhesion of the coating system to the metal substrates. The pull-off test shall be carried out in accordance with ASTM D4541 using hydraulic adhesion tester PAT or equivalent. The coating system to be tested shall be fully cured, clean, dry, and free of oil, dirt, and other contaminants.

7.9 Cross-cut test for Adhesion

A cross-cut test shall be performed on the coating systems having a total DFT less than 200µm in accordance with standard ASTM D3359.





7.10 Holiday test

A holiday test shall be performed on the final coat of the system in accordance with NACE SP 0188. The coating system to be tested shall be fully cured, clean, dry, and free of oil, dirt, and other contaminants.

High voltage spark testing shall perform on the coating systems having a total DFT above 200µm with the suggestion of NACE RP 0188. Low voltage wet sponge testing shall perform on the coating system having a total DFT of less than 200µm.

7.11 Acceptance Criteria

Table 1 Inspection plan and acceptance criteria

Test type	Testing method	Acceptance criteria	Frequency
Surface preparation			
Environment conditions	N/A	3°C above dew point. Relative humidity: max 85%.	Before start of each shift
Visual examination	Visual for sharp edges, weld splatter slivers, rust grade	No defects	100% surface
Cleanliness	ISO 8501-1	Grade Sa 2 ^{1/2} /St3	100% surface
Dust test	ISO 8502-3	Rate 2 for dust size class 2	
Chloride	ISO 8502-5	Max. 30mg/m ²	Random
Conductivity	ISO 8502-9	Max. 70 µS/cm	Random
Paint application and final inspection/testing.			
Environment conditions	N/A	- 3°C above dew point. - Relative humidity: max 85%. - Ambient temperature max. 50°C or temperature recommended by the Coating manufacturer	Before start of each shift
Visual examination of coating	Visual to determine curing, contamination, pin holes sagging, appearance, color, etc.	No defect	100% surface
Holiday detection	NACE SP 0188	No holiday	As per coating system specification
Adhesion	ASTM D4541	As per requirement of each coating system	On test panel
Dry film thickness	ISO 19840	ISO 19840	5 readings per 10m ² .



8 TEST PLAN

The paint materials that have been tested and used successfully on the VSP's offshore platforms can be accepted without additional testing requirements. However, a test panel can be required before painting application.


The test plan can be required for new paint materials of all paint manufacturers, which have not been tested or used successfully in VSP. The quality of the testing painting systems shall be reviewed and qualified in accordance with the requirements offered in section 7 and Table 2 of this specification. The coating systems will be measured, checked, and assessed when cured completely (in normal condition, the complete cured time required is about 7 days). The results of the test panel shall be documented in suitable inspection forms.

The other paint manufacturers mentioned above can provide the test panel reports that have been approved by the Project's owners for the constructions similar to VSP's offshore platforms operating in the marine environment of Vietnam and suitable to the requirements of the test panel mentioned in this document.

Table 2: Testing and acceptance criteria for new painting materials

Test type	Testing method/ Equipment	Acceptance criteria	Remarks
Coating system	-	In accordance with document: "Basic painting schedules for platform, No. VSP-NIPI-TYP-GE-AC7-SCH-01"	
Cleaning method and cleaning grade of steel panels	Visual	Sa 2 ^{1/2} , ISO 8501-1	
Surface profile of steel panels	Elcometer 124 or equivalent.	As per painting schedules	
Dry film thickness	ISO 19840	In accordance with document: "Basic painting schedules for platform, No. VSP-NIPI-TYP-GE-AC7-SCH-01"	Minimum 5 readings per 10m ² .
Visual examination of coating	Pin holes, sagging, color, etc.	No defect	
Holiday detection	NACE SP 0188	No holiday	
Adhesion (spots test)	ASTM D4541	≥5.0MPa (Applied for hydraulic adhesion tester)	For Epoxy/polyurethane coatings with DFT from 200 to 450µm
		≥7.0MPa (Applied for hydraulic adhesion tester)	For Glass Flake Epoxy coatings with DFT≥500µm



	TYPICAL ENGINEERING DOCUMENTATION PAINTING SPECIFICATION FOR PLATFORM		VSP-NIPI-TYP-GE-AC7-SP-01		
			Rev.	3	Page

Notes: MEK test can be checked at the site to determine the proper degree of cure for a power coating primer in order to maximize the inter-coat adhesion properties between itself and final coat, so that, MEK test is for information only, because these properties have been tested and evaluated by adhesion test mentioned in table 2 above.

9 HEALTHS AND SAFETY

All Coating Contractors using this standard shall have a section in their Safety Management System devoted to industrial coating applications. This shall include, but not be limited to the following sections:

9.1 General

Handling of coatings, thinners, and chemicals must be treated with due regard to environmental protection and suitable to VSP's instruction VSP-000-ATMT-435.

The waste disposal shall be collected to the prescribed area.

A safe area shall be established and clearly identified for handling and storage of all flammable materials and for waste disposal. No source of ignition shall be permitted within the safe area at any time.

The Contractor shall take proper precautions before and during work in confined areas and/or in areas with the potential for fire or explosion.

If possible, all electrical equipment shall be located remote from the hazardous work area in a well-ventilated, non-hazardous space.

All electrical equipment intended for such areas shall be of an approved type in accordance with the area classification requirements established by the relevant IEC codes (International Electro-technical Commission).

The Contractor shall provide and maintain fire extinguishers approved for the expected fire hazard near or in all work areas.

The Contractor shall provide and install sufficient scaffolding and staging for easy access during surface preparation, coating application, and inspection of all surfaces.

The supporting structure and the surface or item being worked on shall be constructed so that workers will have free use of body and arms.

The structures shall be provided with safety features that will help prevent accidents. The structures shall comply with all applicable OSHA requirements.

The Contractor shall exercise extreme care and caution when working in the vicinity of in-service facilities. All valves, switches, and controls shall remain unmoved and undisturbed.

9.2 Handling of chemicals

Material Safety Data Sheets (MSDS's) shall always be available for review during transport and prior to the application of the product. Manufacturer's instructions for the safe handling of products shall be followed to minimize the risk of injury or creation of health hazards to personnel.

Handling of coatings and chemicals shall be carried out with due care and diligence.


The correct use of personal protection equipment (PPE) shall be employed during the coating preparation and application.

Disposal of chemicals must be treated with due regard to environmental protection.

9.3 Spray and blasting operations

Abrasive blasting and spray coating shall be performed with approved equipment by experienced operators.



	TYPICAL ENGINEERING DOCUMENTATION PAINTING SPECIFICATION FOR PLATFORM		VSP-NIPI-TYP-GE-AC7-SP-01		
			Rev.	3	Page

The Contractor shall provide all operators with hoods for protection against abrasives and with paint masks that are OSHA-approved for extended service. The hoods and masks shall be worn at all times when work is being done.

Pressure vessels, such as sand hoppers and compressed-air volume tanks, shall be protected from over-pressurization with automatic pressure-relieving devices.

Pressure nozzle controls shall be of the fail-safe, dead-man type.

Pressure hose connections shall incorporate a positive locking mechanism to prevent accidental disconnection (For example, quick-connect connections shall have a safety wire in place).

Adequate ventilation shall be provided in confined areas with blowers capable of a minimum of 12 air changes per hour.

Spray and blasting equipment in confined areas shall be securely grounded to dissipate static electrical charges.

The hand tool shall be made of spark-proof materials.

9.4 Pressure equipment

The safe operation of all pressure equipment shall be detailed in the Contractor's Safety Management System and show how, when, and records for the inspection of such equipment. The equipment and associated connections shall be regularly inspected and well maintained.

9.5 Earthing connection

All equipment, particularly nozzles, tanks, piping, and cable trays, and cable ladders shall be earthed to prevent sparking and electric shocks from static electricity.

9.6 Breathing Apparatus

Appropriate air-fed masks should be used during blasting and coating operations. Other personnel in the vicinity shall wear suitable protective masks or respirators when necessary. Adequate ventilation must be provided in confined spaces and when using air-fed masks in these areas, attention should be paid to the possibility of explosive vapor build-up. As a minimum, dust, rust, and vapors should be directed away from the operator by wind or extraction fan.

10 HANDLING AND SHIPPING OF FINISHED PRODUCT

Once all coatings have been applied and fully cured the equipment shall be packed by the Contractor ready for shipment. Packaging shall allow for the shipment method and route to ensure that no mechanical or other damage to the coating will occur in transit. The Contractor shall be responsible for any coating repairs, which are found necessary upon receipt and un-packaging of the goods.



11 COLOR CODE

Unless otherwise noted, the color of the external coatings for different items on the platform shall be specified as followings:

Table 3: Color code

No	Description	Color	RAL code
1	2	3	4
I.	JACKET AND MSF STRUCTURES		
1.	Panels, plans, boat landing, walkway, caissons, conductors, conductor guider, clamps, MSF structures, handrails, stairs, treads, drilling deck, grating deck on sea-deck, etc....	Yellow signal	RAL 1003
II.	TOPSIDE STRUCTURES		
1.	Rows, bracings, columns, underside and structures of decks, walls, flare, supports, escape route, bridge structures, walk way on bridge, supports of cable trays, etc. External wall of shelters and living quarter, stairs, treads, handrails, kick plates.	Yellow signal	RAL 1003
2.	Upside of decks (main deck, platform deck, upper decks, ect.), hatch covers, grating decks on topside, floor room, roof decks.	Green	RAL 6002
3.	Interior of rooms, stores without thermal insulation	White	RAL 9010
4.	Escape route marking (direction arrow)	Red signal	RAL 3020
5.	Upside deck of Helideck	Green	BS 381C:267
6.	Markings on the Helideck	Red signal	BS 381C: 537
		Yellow	BS 381C: 309
		White	RAL 9010
III	PIPING SYSTEMS AND EQUIPMENT		
1.	Gas piping system, water piping system, crude oil piping system and other piping systems, piping supports, risers, mechanical equipment, pumps, electrical motors, generators, heat exchangers, wellheads, electrical panels, valves, tanks, vesels, SKID's foundation, crane boom, crane body, monorails, ect.	Yellow signal	RAL 1003
2.	Firefighting systems	Red signal	RAL 3020



No	Description	Color	RAL code
1	2	3	4
IV	OTHER SURFACES		
1.	Internal vessels, tanks	Whiter or bright color	N/A
2.	Utility piping systems and equipment in high temperature	Aluminium	N/A

12 MARKING FOR PIPING SYSTEMS

Marking and identification shall be in accordance with the document “Specification for Piping Fabrication, Installation, inspection and testing, No. VSP-NIPI-TS-PI1-SP-05” in the latest version.



13 APPENDIX : SAMPLED FORMS FOR PAINTING INSPECTION

Notes: These sampled report forms below are for reference only. The Contractors can use their own report forms in accordance with Contractors' Quality management systems during painting application.

COMPANY' NAME	DAILY REPORT FOR PAINT APPLICATION INSPECTION				Report 1
Paint manufacturer:				Paint Item	
Test place:				Coating system	
Test date:				Required DFT: ...	
PAINT INSPECTION RESULTS					
Surface preparation:					
Cleaning time:					
Cleaning method:					
Abrasive type:					
Blasting pressure:					
Surface profile:					
Cleaning grade:					
Approval for painting:					
Paint application:					
	1stcoat	2ndcoat	3rdcoat	...	
Paint application time:					
Paint spray method:					
Needled tip size:					
Pressure used:					
Paint applied:					
Batch № of base:					
Batch № of hardener:					
Batch № thinner:					
Wet film thickness:					
Dry film thickness:					
Visual paint inspection:					
Painting condition:					
Relative humidity:					
Dew point:					
Surface temperature:					
Note:					
Paint Manufacturer's Representative	Checked and verified by				
	Contractor's QC			COMPANY' Representative	



COMPANY' NAME		ADHESIVE STRENGTH INSPECTION REPORT			Report 2	
Paint manufacturer:				Paint item		
Test place:				Coating system		
Adhesive resin:				Date dollies attached:		
Adhesive tester: Hydraulic				Date dollies pulled out:		
ADHESIVE STRENGTH TEST RESULTS						
Coating layers & Dolly positions		Dry Film THK. (Microns)		Adhesion Strength (MPa)		Failure mode
		Before sanding	After sanding	Unit	Average	
1 st coat:	A1					
	A2					
	A3					
2 nd coat:	B1					
	B2					
	B3					
3 rd coat:	C1					
	C2					
	C3					
Remark: Adhesion strength of coatings is measured according to the standard ASTM D 4541.						
Note:						
Paint Manufacturer's Representative		Checked and verified by				
		Contractor's QC		COMPANY' Representative		



COMPANY' NAME	REPORT FOR HOLIDAY INSPECTION			Report 3
Paint manufacturer:	Paint item			
Test place:	Coating system			
Test date:	Required DFT:			
HOLIDAY INSPECTION RESULTS				
Coating systems	Measured DFT (Micron)	Applied Voltage (KV)	Results	Remarks
Coating system 1:				
Coating system 2:				
Coating system 3:				
Remark:	Voltage applied for holiday test shall be selected according to standard the NACE RP 0188-88.			
Note:				
Paint Manufacturer's Representative	Checked and verified by			
	Contractor's QC		COMPANY' Representative	



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FOR OFFSHORE OIL AND GAS



AGREED BY
Deputy General Director of
Vietsovpetro

Tran Xuan Hoang

06 / 03 /2020

APPROVED BY
Chief Engineer of Vietsovpetro



Tran Van Vinh

06 / 03 /2020

TYPICAL ENGINEERING DOCUMENTATION

DOCUMENT TITLE : SPECIFICATION FOR STRUCTURAL BOLT
MATERIALS

DOCUMENT NO. : VSP-NIPI-TYP-GE-ST3-SP-01

AGREED:			Name			Date	
Capital Construction Department					6/3/20		
Offshore Construction Division							
			CONTROLLED				
0	IFA	03/03/2020	D.D.HANH	N.V.THANG	D.D.THIAN	T.D.HAI	B.T.HAN
REV.	DES.	DATE	PREPARED	CHECKED	DEPART. MANAGER	ENG. MANAGER	PRO. MANAGER


	TYPICAL ENGINEERING DOCUMENTATION SPECIFICATION FOR STRUCTURAL BOLT MATERIALS		VSP-NIPI-TYP-GE-ST3-SP-01	
			Rev.	0

TABLE OF CONTENT

1	INTRODUCTION	4
1.1	General	4
1.2	Definitions	4
1.3	Acronyms and Abbreviations	4
1.4	Intend	5
1.5	Units	5
1.6	Language	5
1.7	Order of Precedence	5
1.8	Conflicting requirement	5
2	REFERENCES TO CODES, STANDARDS	6
2.1	American codes and standards	6
2.2	British Standards	6
2.3	ISO	6
2.4	DNV	7
2.5	Company standard	7
3	REQUIREMENTS	7
3.1	General	7
3.2	Bolt grades and group	7
3.3	Chemical Composition	8
3.3.1	Bolt group BI	8
3.3.2	Bolt Group BII	8
3.3.3	Bolt Group BIII	9
3.4	Dimensions and Tolerances	9
3.5	Xylan coatings	10
4	QUANTITY	11
5	MARKINGS	11
6	MECHANICAL PROPERTIES	11
6.1	Handness	11
6.2	Tensile properties	12
6.3	Impact test	13
6.4	Rotation capacity test	13
6.4.1	Definition	13
6.4.2	Requirement	13
6.4.3	Acceptance criterion	13
6.5	Mechanical requirement	14





TYPICAL ENGINEERING DOCUMENTATION
SPECIFICATION FOR STRUCTURAL BOLT
MATERIALS

VSP-NIPI-TYP-GE-ST3-SP-01

Rev. 0 Page 3 of 18

7	QUALITY ASSURANCE	14
8	TESTING AND INSPECTION	15
8.1	Testing Responsibility	15
8.2	Purpose of Lot Inspection	15
8.3	Lot Method	15
8.4	Lot Definition	15
8.5	Number of Test	16
8.6	Visual Inspection/Workmanship	16
8.7	Test method	16
8.8	Inspection	17
8.9	Certification	17
9	PACKAGING AND PACKAGE MARKING	18
9.1	Packaging	18
9.2	Package Marking	18
10	WARRANTY	18





TYPICAL ENGINEERING DOCUMENTATION
SPECIFICATION FOR STRUCTURAL BOLT
MATERIALS

VSP-NIPI-TYP-GE-ST3-SP-01

Rev. 0 Page 4 of 18

1 INTRODUCTION

1.1 General

This specification defines the minimum requirements for manufacture of bolt use for joint of offshore structure.

This specification does not apply to bolt supplied for the fabrication of pipelines, process equipment, process piping, mechanical packages and other utilities.

The SUPPLIER shall be responsible for identifying any and all other requirements and/or criteria required, providing a design in line with good engineering practice and which meets the design objectives. Any such additional material design requirements and criteria so identified shall be advised to the VIETSOVPETRO in writing.

The SUPPLIER shall ensure that all material supplied meet requirements of this specification, codes and standards nominated herein, whether the material is supplied by the SUPPLIER directly or by a Vendor or subcontractor.

This specification shall not be interpreted as eliminating consideration of the manufacturer's standard shop practices which may receive approval if found to be equivalent, or superior, to the following specified requirements.

This specification is to be used in conjunction with the individual data sheets and/or drawings as referenced in the relevant project documents.

All deviations from this Specification or the documents referred to herein shall be stated in writing. In the absence of such a statement, it will be assumed that the requirements of the specification are followed without exception. Any deficiencies in this respect that are identified during or subsequent to fabrication shall be rectified at the SUPPLIER'S cost.

All documents related to the supplied materials (as VIETSOVPETRO'S requirements) shall be submitted to the VIETSOVPETRO before or at the time the materials reach VIETSOVPETRO'S end port.

1.2 Definitions

Gr	Grade;
Max	Maximum;
Min	Minimum;
Shall	Refers to mandatory requirement;
Should	Refers to a recommendation.

1.3 Acronyms and Abbreviations

API	American Petroleum Institute
ASTM	American Society for Testing and Materials
AWS	American Welding Society
BS	British Standard
CE	Carbon Equivalent





TYPICAL ENGINEERING DOCUMENTATION
SPECIFICATION FOR STRUCTURAL BOLT
MATERIALS

VSP-NIPI-TYP-GE-ST3-SP-01

Rev. 0 Page 5 of 18

EEMUA	Engineering Equipment & Materials Users Association
ICA	International Classification Authority
ITP	Inspection and Test Plan
MDR	Manufacturer's Data Report
NDT	Non Destructive Testing
OD	Outside Diameter
PO	Purchase Order
PSL	Production Specification Level
R&EI	Research and Engineering Institute of Vietsovpetro
VR	Vietnam Register
VSP	Vietsovpetro Joint Venture
UT	Ultrasonic Testing
WPS	Weld Procedure Specification

1.4 Intend

The Supplier/Vendor shall comply with the requirements of this specification unless otherwise instructed by the Purchaser in writing.

1.5 Units

SI units shall be used.

1.6 Language

All documentations and communications shall be in the English language and Vietnamese.

1.7 Order of Precedence

The following order of priority shall apply to the various documents, codes and standards called up with the Invitation to Bid Package or Purchase Order:

- VIETSOVPETRO Invitation to Bid/ Purchase Order;
- VIETSOVPETRO Datasheets and Drawings;
- This Specification;
- International Codes and Standards;
- Other related documents;
- BIDDER'S Quotation.

1.8 Conflicting requirement

In the event of conflict, inconsistency or ambiguity between the Material Requisition, Data Sheets, this Specification, National Codes or Standards referenced in this Specification, or other documents, the Vendor shall refer to COMPANY, whose decision shall prevail. In principle, the requirements of the most stringent document shall apply.

Any errors or omissions in this Specification, noted by the Vendor, should be immediately brought to the attention of COMPANY.





TYPICAL ENGINEERING DOCUMENTATION
SPECIFICATION FOR STRUCTURAL BOLT
MATERIALS

VSP-NIPI-TYP-GE-ST3-SP-01

Rev. 0 Page 6 of 18

2 REFERENCES TO CODES, STANDARDS

2.1 American codes and standards

The following Specifications and industry Standards and Codes shall be used for the document:

Code No.	Title code/standard
API RP 2A	Recommended Practice for Planning, Designing and Constructing Fixed Offshore Platforms - Working Stress Design.
AISC	Load and Resistance Factor Design Specification for Structural Steel Buildings.
ANSI/ASME	B18.2.6-96 Fasteners for Use in Structural Applications
ASTM A320	Standard Specification for Alloy-Steel and Stainless Steel Bolting for Low-Temperature Service.
ASTM A325	Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength
ASTM A325M	Specification for Structural Bolts, Steel, Heat Treated 830 MPa Minimum Tensile Strength (Metric).
ASTM A490	Standard Specification for Structural Bolts, Steel, Heat Treated
ASTM A194/A194M	Specification for Carbon and Alloy Steel Nuts for Bolts for High Pressure or High Temperature Service, or Both.
ASTM A563	Specification for Carbon and Alloy Steel Nuts.
ASTM F436	Specification for Hardened Steel Washers.
ASTM F606	Test Methods for Determining the Mechanical Properties of Externally and Internally Threaded Fasteners, Washers, Direct Tension Indicators, and Rivets.
ASTM A751	Test Methods, Practices, and Terminology for Chemical Analysis of Steel Products.
ASME B1.1	Unified Screw Threads
ASME B18.2.6	Fasteners for Use in Structural Applications
ASME B18	Fastener Products

2.2 British Standards

BS 7191	Structural Steel Materials for Use in the Fabrication of Fixed Offshore Steel Structures
BS EN 10204	Metallic Products – Types of Inspection Documents.

2.3 ISO

ISO 10474:1991





TYPICAL ENGINEERING DOCUMENTATION
SPECIFICATION FOR STRUCTURAL BOLT
MATERIALS

VSP-NIPI-TYP-GE-ST3-SP-01

Rev. 0 Page 7 of 18

2.4 DNV

DNV -OS-B101	Offshore Standard: Metallic Material
DNV -OS-C101	Offshore Standard: Design of steel Structures General
DNV -OS-C201	Offshore Standard: Structure Design Offshore Units
DNV -OS-C201	Offshore Standard: Fabrication and Testing of Offshore Structure

2.5 Company standard

- Basic of Design for Structure each of the project;
- VSP-NIPI-TYP-GE-ST3-SP-02 - Specification for Rubber Materials;
- VSP-NIPI-TYP-GE-ST3-SP-03 - Specification for Structural Steel Materials;
- VSP-NIPI-TYP-GE-ST3-SP-04 - Specification for Stainless Steel Materials.

3 REQUIREMENTS

3.1 General

All structural bolts, nuts and washers for use in structural connections shall meet the requirements of ASTM A194/ASTM A325/ASTM A490/ASTM A320 and any additional requirements of the appropriate ASTM or ASME standard specified in Section 2 along with the relevant additional or specific test requirements as stated in this specification for each bolt type. Additional, bolt use for the project shall be meet general requirement as bellow:

- Bolts, studs, and nuts shall be heavy hexagon pattern.
- Threads shall be Coarse Thread Series conforming to ASME B1.1.
- Bolts, studs, nuts, and washers, 12.7 mm (1/2 in.) and smaller shall be Type 316 stainless steel (ASTM A320, Grade B8M).
- Bolts, studs, nuts, and washers larger than 12.7 mm (1/2 in.) shall conform to ASTM A325 and shall be hot spun galvanized in accordance with ASTM A153 or xylan coated (see section 3.5).
- Bolts comply with ASTM A490 type 3 are made from weathering steel which is inherently corrosion resistant.

3.2 Bolt grades and group

The project specific bolt grades are defined as follows:

Table 3.1: Bolt grades

Group	Material Grade	General Description	Typical Uses	Noted
BI	ASTM A490 – Type 3 or Equivalent	Primary High Strength	Connection in water	Improved atmospheric resistance
BII	ASTM A325 or Equivalent	Primary High Strength	Connection in water or in air	
BIII	ASTM A320 Grade B8M or equivalent	Secondary medium Strength	Size 12mm or smaller	



3.3 Chemical Composition

3.3.1 Bolt group BI

The Bolt Group BI – type 3 shall conform to the minimum chemical analysis requirements prescribed in Table 3.2 or ASTM A490.

An analysis of each ladle of steel shall be performed to determine the percentage of each element specified, or restricted by this Specification.

Table 3.2: Chemical Requirements for Bolt group BI – Type 3

Chemical Element	Heat analysis (%)	Product analysis (%)
Carbon	0.20-0.53	0.19-0.55
Manganese, min	0.40	0.37
Phosphorus, max.	0.040	0.045
Sulphur, max.	0.050	0.055
Copper, max	0.60	0.63
Chromium, min	0.45	0.42
Nickel, min or Molybdenum, min	0.15	0.14

3.3.2 Bolt Group BII

The Bolt Group BII shall conform to the minimum chemical analysis requirements prescribed in Table 3.3 or ASTM A325.

An analysis of each ladle of steel shall be performed to determine the percentage of each element specified, or restricted by this Specification.

Table 3.3: Chemical Requirements for Bolt Group BII

Chemical Element	Heat analysis (%)	Product analysis (%)
Carbon	0.15-0.35	0.14-0.36
Manganese	0.80-1.35	0.76-1.39
Phosphorus, max.	0.035	0.040
Sulphur, max.	0.040	0.045
Silicon	0.15-0.50	0.13-0.37
Copper	0.25-0.50	0.17-0.63
Nickel	0.25-0.80	0.22-0.83
Chromium	0.45-0.9	0.42-1.05



3.3.3 Bolt Group BIII

The Bolt Group BIII shall conform to the minimum chemical analysis requirements prescribed in Table 3.4 or ASTM A320 Grade B8M.

An analysis of each ladle of steel shall be performed to determine the percentage of each element specified, or restricted by this Specification.

Table 3.4: Chemical Requirements for Bolt Group BIII

Chemical Element	Product analysis (%)
Carbon, max	0.08
Manganese, max	2.00
Phosphorus, max.	0.045
Sulphur, max.	0.03
Silicon, max	1.00
Molybdenum	2.00-3.00
Nickel	10.0-14.0
Chromium	16.0-18.0


3.4 Dimensions and Tolerances

- The bolts shall conform to the dimensions for heavy hex structural bolts specified in ASME B 18.2.6.
- Unless otherwise specified, zinc-coated bolts to be used with zinc-coated nuts or tapped holes that are tapped oversize, in accordance with Specification A 563, shall have Class 2A threads before hot-dip or mechanically deposited zinc coating. After zinc coating, the maximum limits of pitch and major diameter shall not exceed the Class 2A limit by more than the following amounts:

Nominal Bolt diameter	Hot – Dip Zinc (in)	Mechanical Zinc (in)
M12	0.018	0.012
M14, M16, M20	0.020	0.013
M22	0.022	0.015
M24 to M32	0.024	0.016
M35, M36	0.027	0.018

- The gaging limit for bolts shall be verified during manufacture. In case of dispute, a calibrated thread ring gage of the same size as the oversize limit in 7.2.2 (Class X tolerance, gage tolerance plus – A325) shall be used to verify compliance. The gage shall assemble with hand effort following application of light machine oil to prevent galling and damage to the gage.



	TYPICAL ENGINEERING DOCUMENTATION SPECIFICATION FOR STRUCTURAL BOLT MATERIALS		VSP-NIPI-TYP-GE-ST3-SP-01	
	Rev.	0	Page	10 of 18

These inspections, when performed to resolve controversy, shall be conducted at the frequency specified in the quality assurance provisions of ASME B 18.2.6.

- The thread length shall not be changed except as provided in Supplementary Requirement S1. Bolts with thread lengths other than those required by this specification shall be ordered under Specification A449.
- Thread series as specified in ANSI B1.1, and shall have Class 2A tolerances. When specified, 8 pitch thread series shall be used on bolts over 1 inch in diameter.

3.5 Xylan coatings

Xylan coatings are a family of fluoropolymer coatings used to reduce friction, prevent corrosion and for non-stick applications. Most xylan coatings contain fluoropolymer PTFE.

The Xylan PTFE is the Polytetrafluoroethylene, commonly referred to as "non-stick coating"; is a kind of using all the hydrogen atoms in the fluorinated polyethylene synthetic polymer materials. This material has the acid alkali resistance, resistance to the characteristics of various kinds of organic solvent, almost insoluble in all solvents. At the same time, PTFE has the characteristics of high temperature resistance, low coefficient of friction of it, so can make lubrication, and also became the non-stick pan and ideal coating of structural bolt.

The method of applying the coating shall ensure that damage through delayed embrittlement (hydrogen embrittlement) is avoided. The application should be carried out in accordance with ASTM B841 and associated standards. The surface shall be treated with chromate conversion treatment according to ASTM B841 Section 4. The coating shall be capable of passing the adhesion test specified in ASTM B571. The specification of Xylan coating see table below:

Description	Test Standard	CGS Value	SI Value
Tensile Strength	ASTM D1708	4000 - 5000 psi	27.58 – 34.47 MPa
Elongation	ASTM D1457	50%	50%
Impact Strength	ASTM D256	13 ft - lb/in	
Hardness	ASTM D2240	60 - 90 HB (shore D)	
Abrasion Resistance (Tabor)	-	> 15 mg	
Coefficient of Friction	ASTM D1894	0.15 - 0.35 static	
Dielectric Strength	ASTM D149	1400 volts per mil	55118 kV/m
Use Temperature	-	-100°F to 500°F max	-73.3°C to 260°C
Chemical Resistance	ASTM D543	Good	Good
Salt Spray Resistance	ASTM B117	excellent	excellent
Water Absorption	ASTM D570	< 0.03 %	< 0.03 %
Thickness		0.0008 in – 0.002 in	20.32 – 50.8 μm



TYPICAL ENGINEERING DOCUMENTATION
SPECIFICATION FOR STRUCTURAL BOLT
MATERIALS

VSP-NIPI-TYP-GE-ST3-SP-01

Rev. 0 Page 11 of 18

4 QUANTITY

According to VIETSOVPETRO Datasheets and Drawings.

Size and length of Bolt is specified in attached Material Specification.

5 MARKINGS

All type bolts shall be marked by the manufacturer with unique identifier to identify the manufacturer or private label distributor, as appropriate.

All group bolts shall be marked follow appropriate specification as ASTM A490, ASTM A325 and ASTM A320 Grade B8M.

6 MECHANICAL PROPERTIES

6.1 Hardness

The bolts shall conform to the hardness depend on size and length.

- For bolt accordance to ASTM A490, the hardness values not less than the minimum nor more than the maximum hardness limits required in table 6.1, as hardness is the only requirement.

Table 6.1: Hardness requirements for Bolts ASTM A490

Bolts size,mm	Hardness number					
	Brinell (HB)		Rockwell C (HRC)		Vickers (HV)	
	Min.	Max.	Min.	Max.	Min.	Max.
M12 to M36	311	332	33	35	327	350

- For bolt accordance to ASTM A325, the hardness values not less than the minimum nor more than the maximum hardness limits required in table 6.2, as hardness is the only requirement (D = nominal diameter or thread size).

Table 6.2: Hardness requirements for Bolts ASTM A325

Bolt size, mm	Bolt Length, mm	Hardness number			
		Brinell		Rockwell C	
		min	max	min	max
M12 to M24 incl	Less than 2D	253	319	25	34
	2D and over	-	319	-	34
M25 to M36 incl	Less than 3D	223	286	19	30
	3D and over	-	286	-	30

- For bolt accordance to ASTM A320 Grade B8M, the maximum hardness values of Class 1 not less than B90, the maximum hardness values of Class 2 not less than C35.



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6.2 Tensile properties

- Except as permitted in below for short bolts, sizes 1.00 in. and smaller having a length of $2^{1/4} D$ and longer, and sizes larger than 1.00 in. having a length of 3D and longer, shall be wedge tested full size and shall conform to the minimum wedge tensile load and proof load or alternative proof load specified in Table 6.3. The load achieved during proof load testing shall be equal to or greater than the specified proof load.
- When the length of the bolt makes full-size testing impractical, machined specimens shall be tested and shall conform to the requirements specified in Table 6.4. When bolts are tested by both full-size and machined specimen methods, the full-size test shall take precedence.
- Sizes 1.00 in. and smaller having a length shorter than $2^{1/4} D$ down to 2D, inclusive, that cannot be wedge tensile tested shall be axially tension tested full size and shall conform to the minimum tensile load and proof load or alternate proof load specified in Table 4. Sizes 1.00 in. and smaller having a length shorter than 2D that cannot be axially tensile tested shall be qualified on the basis of hardness.
- For bolts on which both hardness and tension tests are performed, acceptance based on tensile requirements shall take precedence in the event of low hardness readings.
- For tensile load and proof load requirements shall be shown on table 6.3.

Table 6.3: Tensile load and proof load requirements

Nominal Diameter and Thread Pitch	Stress Area* mm ² (A320/A325/A490)	Tensile load Min (A320/A325/A490) (kN)	Proof load Length Measurement Method (A320/A325/A490) (kN)	Alternative Proof load Yield Strength Method (A320/A325/A490) (kN)
Column 1	Column 2	Column 3	Column 4	Column 5
M12	-/92/92	110/76/95	-/53.6/76	95/58/82
M16	-/146/146	110/120.5/151	-/85.4/121	95/92.5/131
M20	-/215/215	100/178/223	-/126/178	80/136.6/193
M22	-/298/298	100/246.6/308	-/174.6/247	80/189/267
M24	-/391/391	100/323/404	-/229/323	80/248/351
M27	-/492/492	95/356/509	-/251/407	65/275/441
M30	-/625/625	95/452/674	-/319/517	65/349/560
M36	-/906/906	90/656/937	-/462.6/750	50/506/812

* The stress area is calculated as, $A_s = 0.7854 [D - (0.9743/n)]^2$

Where: D is nominal bolt size (mm), n is threads per inch.

- For tensile strength requirements for specimens machined from bolts shall be shown on table 6.4.



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Table 6.4: Tensile strength requirements for specimens machined from bolts

Bolt size	Tensile strength (MPa), min (A325/A490)	Yield Strength (MPa), min (A325/A490)	Elongation (%), min (A325/A490)	Reduction of area (%), min (A325/A490)
M12 to M24	825/1035	635/895	14/14	35/40
M25 to M36	725/1035	560/895	14/14	35/40

6.3 Impact test

The impact test of bolt shall be carry out in two following cases:

- Bolt use to connect primary structures in water;
- The design temperature less than or equal zero cencius degree.
The impact testing for bolt shall be tested follow ASME Code, Section VIII, Division 1, Figure UCS-66.

6.4 Rotation capacity test

6.4.1 Definition

The rotational capacity test is intended to evaluate the presence of a lubricant, the efficiency of the lubricant, and the compatibility of assemblies as represented by the components selected for testing.

6.4.2 Requirement

Zinc-coated bolts, zinc-coated washers, and zinc-coated and lubricated nuts tested full size in an assembled joint or tension measuring device, in accordance with 8.7, shall not show signs of failure when subjected to the nut rotation in Table 6.5. The test shall be performed by the responsible party (see section 8.1) prior to shipment after zinc coating and lubrication of nuts (see 8.7).

Table 6.5: Rotational Capacity Test for Zinc-Coated Bolts

Bolt length,	Nominal Nut Rotation, degrees (turn)
Up to and including 4 x dia	240 (2/3)
Over 4 x dia, but not exceeding 8 x dia	360 (1)
Over 8 x dia, but not exceeding 12 x dia	420 (1 ^{1/6})
Over 12 x dia	Test not applicable

6.4.3 Acceptance criterion

The bolt and nut assembly shall be considered as non-conforming if the assembly fails to pass any one of the following specified requirements:

- Inability to install the assembly to the nut rotation in table 6.5;
- Inability to remove the nut after installing to the rotation specified in table 6.5;





TYPICAL ENGINEERING DOCUMENTATION
SPECIFICATION FOR STRUCTURAL BOLT
MATERIALS

VSP-NIPI-TYP-GE-ST3-SP-01

Rev.	0	Page	14 of 18
------	---	------	----------

- Shear failure of the threads as determined by visual examination of bolt and nut threads following removal;
- Torsional or torsional/tension failure of the bolt. Elongation of the bolt, in the threads between the nut and bolt head, is to be expected at the required rotation and is not to be classified as a failure.

6.5 Mechanical requirement

- Bolts less than three diameters in length shall have hardness values not less than the minimum nor more than the maximum hardness limits required in section 6.1, as hardness is the only requirement.
- Bolts 1 in. in diameter or less, other than those excepted in above, shall be tested full size and conform to the minimum and maximum tensile strength and either proof load or alternative proof load requirements specified in section 6.2.
- Bolts larger than 1 in. in diameter, other than those excepted in above, shall preferably be tested full size and when so tested, shall conform to the minimum and maximum tensile strength and either proof load or alternative proof load requirements as specified in section 6.2. When equipment of sufficient capacity for full-size testing is not available, or when the length of the bolt makes full-size testing impractical, machined specimens shall be tested and shall conform to the requirements of Table 6.4. In the event that bolts are tested by both full-size and by the machined test specimen methods, the full-size test shall govern if a controversy between the two methods exists.
- For bolts on which hardness and tension tests are performed, acceptance based on tensile requirements shall take precedence in the event that there is controversy over low or high readings of hardness tests.
- Surface hardness of bolts as taken at a maximum of 0.003 in. from the surface shall not be more than the equivalent of 3 points Rockwell C higher than the hardness taken at a distance of 1/8 in. from the surface. Both hardness readings shall be taken on the same axial longitudinal section through the threaded length of the bolt, shall be taken at the same time, and the same hardness scale shall be used.


7 QUALITY ASSURANCE

The BIDDER shall demonstrate that he operates a quality system in accordance with ISO 9000 or an equivalent international standard. The effectiveness of the quality system and the BIDDER'S compliance with it shall be subject to monitoring by the VIETSOVPETRO and in addition, may be audited following an agreed period of notice.

The manufacturer shall make sample inspections of every lot of bolts to ensure that properties of bolts are in conformance with the requirements of this specification. All bolts shall be inspected tested prior to shipment in accordance with one of the two quality assurance procedures described in 8.3, respectively. The manufacturer shall have the option of which procedure will be followed when furnishing bolts to any single purchase order.

The purpose of a lot inspection testing program is to ensure that each lot conforms to the requirements of this specification. For such a plan to be fully effective, it is essential that following delivery the purchaser continue to maintain the identification and integrity of each lot until the product is installed in its service application.



	<p style="text-align: center;">TYPICAL ENGINEERING DOCUMENTATION SPECIFICATION FOR STRUCTURAL BOLT MATERIALS</p>	VSP-NIPI-TYP-GE-ST3-SP-01			
		Rev.	0	Page	15 of 18

8 TESTING AND INSPECTION

8.1 Testing Responsibility

- Each lot shall be tested by the manufacturer prior to shipment in accordance with the lot identification control quality assurance plan in section 8.2 to 8.5.
- The party responsible for the fastener shall be the organization that supplies the fastener to the purchaser.

8.2 Purpose of Lot Inspection

The purpose of a lot inspection program is to ensure that each lot conforms to the requirements of this specification. For such a plan to be fully effective it is essential that secondary processors, distributors, and purchasers maintain the identification and integrity of each lot until the product is installed.

8.3 Lot Method

- All bolts shall be processed in accordance with a lot identification-control quality assurance plan. The manufacturer, secondary processors, and distributors shall identify and maintain the integrity of each production lot of bolts from raw-material selection through all processing operations and treatments to final packing and shipment. Each lot shall be assigned its own lot-identification number, each lot shall be tested, and the inspection test reports for each lot shall be retained.
- A production lot, for purposes of assigning an identification number and from which test samples shall be selected, shall consist of all bolts processed essentially together through, all operations to the shipping container that are of the same nominal size, the same nominal length, and produced from the same mill heat of steel.
- If any test specimen shows defective machining, it may be discarded and another specimen substituted.
- A copy of the inspection test report for each production lot from which bolts are supplied to fill the requirements of a shipment shall be furnished to the purchaser when specified in the order. Individual heats of steel need not be identified on the test report.
- In-process inspection during all manufacturing operations and treatments and storage of manufactured bolts shall be in accordance with the practices of the individual manufacturer.
- Before packing bolts for shipment, the manufacturer shall make tests of sample bolts taken at random from each shipping lot. A shipping lot, for purposes of selecting test samples, is defined as that quantity of bolts of the same nominal size and same nominal length necessary to fill the requirements of a single purchase order.
- The manufacturer shall make tests for proof load, tensile strength (wedge test), and hardness of each lot of bolts. Alternatively, in accordance with 6.4, tests may be tensile strength, yield strength, reduction of area, elongation, and hardness.
- Bolts shall be packed in shipping containers as soon as practicable following final processing. Shipping containers shall be marked with the lot identification number.

8.4 Lot Definition

A lot shall be a quantity of uniquely identified heavy hex structural bolts of the same nominal size and length produced consecutively at the initial operation from a single mill heat of material and processed at one time, by the same process, in the same manner so that statistical sampling is valid. The identity of the lot and lot integrity shall be maintained throughout all subsequent operations and packaging.





8.5 Number of Test

The minimum number of tests from each lot for the tests specified below shall be as follows:

Tests	Number of Tests in Accordance with
Hardness, tensile strength, proof load, and rotational capacity	Guide F 1470
Coating weight/ thickness	The referenced coating specification
Surface discontinuities	Specification F 788/ F 788M
Dimensions and thread fit	ASME B 18.2.6

8.6 Visual Inspection/Workmanship

The allowable limits, inspection, and evaluation of the surface discontinuities, quench cracks, forging cracks, head bursts, shear bursts, seams, folds, thread laps, voids, tool marks, nicks, and gouges shall be in accordance with Specification F788/F788M. Specification F 788/F 788M nor Guide F 1470 guarantee 100% freedom from head bursts. Sampling is designed to provide a 95% confidence level of freedom from head bursts in any test lot. Head bursts, within the limits in Specification F 788/F 788M, are unsightly but do not affect mechanical properties or functional requirements of the bolt.

8.7 Test method

- Tests shall be conducted in accordance with Supplement III of Methods A 310.
- Tensile, proof load and hardness tests shall be conducted in accordance with Test Methods F606 or A370.
- Tensile strength shall be determined using the Wedge or Axial Tension Testing Method of Full Size Product Method or the Machined Test Specimens Method depending on size and length as specified in section 6.2. Fracture on full-size tests shall be in the body or threads of the bolt without a fracture at the junction of the head and body.
- Proof load shall be determined using Method 1, Length Measurement, or Method 2, Yield Strength, at the option of the manufacturer. Proof load testing of bolts tested in full size shall preferably be conducted in accordance with Method 1, Length Measurement, described in Supplement III of Methods A 370.
- Bolts tested in full size shall be tested in accordance with the Wedge Test method described in Supplement III of Methods A 370, Fracture shall be in the body or threads of the bolt, without any fracture at the junction of the head and body.
- Machined specimens shall be tested in accordance with the method described in S11.1.7 Supplement III of Methods A 370.
- The speed of testing as determined with a free-running cross head shall be a maximum of 0.125 in./min for the bolt proof load determination, and a maximum of 1 in./min for the bolt tensile strength determination.
- Rotational Capacity: The zinc-coated bolt shall be placed in a steel joint or tension measuring device and assembled with a zinc-coated washer and a zinc-coated and lubricated nut with which the bolt is intended to be used (see Note 1). The nut shall have been provided with the





TYPICAL ENGINEERING DOCUMENTATION
SPECIFICATION FOR STRUCTURAL BOLT
MATERIALS

VSP-NIPI-TYP-GE-ST3-SP-01

Rev.	0	Page	17 of 18
------	---	------	----------

lubricant described in the last paragraph of the Manufacturing Processes section of Specification A 563. The joint shall be one or more flat structural steel plates or fixture stack up with a total thickness, including the washer, such that 3 to 5 full threads of the bolt are located between the bearing surfaces of the bolt head and nut. The hole in the joint shall have the same nominal diameter as the hole in the washer. The initial tightening of the nut shall produce a load in the bolt not less than 10 % of the specified proof load. After initial tightening, the nut position shall be marked relative to the bolt, and the rotation shown in Table 6.5 shall be applied. During rotation, the bolt head shall be restrained from turning. After the tightening rotation has been applied, the assembly shall be taken apart and examined for compliance with 6.4.3.

Note 1: *Rotational capacity tests shall apply only to matched assembly lots that contain one A 325 bolt, one A 563 lubricated nut, and one F 436 washer that have been zinc coated in accordance with either Specifications F 2329 or B 695. Both the bolt and nut components of the matched assembly shall be zinc coated using the same process.*

8.8 Inspection

If the inspection described in bellow is required by the purchaser, it shall be specified in the inquiry and contract or order.

The purchaser's representative shall have free entry to all parts of the manufacturer's works, or supplier's place of business, that concern the manufacture or supply of the material ordered. The manufacturer or supplier shall afford the purchaser's representative all reasonable facilities to satisfy him that the material is being furnished in accordance with this specification. All tests and inspections required by the specification that are requested by the purchaser's representative shall be made before shipment, and shall be conducted as not to interfere unnecessarily with the operation of the manufacturer's works or supplier's place of business.

8.9 Certification

When specified on the purchase order, the manufacturer or supplier, whichever is the responsible party as defined in Section 8.1, shall furnish the purchaser a test reports that includes the following:

- Heat analysis, heat number, and a statement certifying that heats having the elements listed in 3.3 intentionally added were not used to produce the bolts;
- Results of hardness, tensile, and proof load tests;
- Results of rotational capacity tests. This shall include the test method used (solid plate or tension measuring device); and the statement "Nuts lubricated" for zinc-coated nuts when shipped with zinc-coated bolts;
- Zinc coating measured coating weight/thickness for coated bolts;
- Statement of compliance of visual inspection for surface discontinuities (Section 8.6);
- Statement of compliance with dimensional and thread fit requirements;
- Lot number and purchase order number;
- Complete mailing address of responsible party, and;





TYPICAL ENGINEERING DOCUMENTATION
SPECIFICATION FOR STRUCTURAL BOLT
MATERIALS

VSP-NIPI-TYP-GE-ST3-SP-01

Rev. 0 Page 18 of 18

- Title and signature of the individual assigned certification responsibility by the company officers;
- Failure to include all the required information on the test report shall be cause for rejection.

9 PACKAGING AND PACKAGE MARKING

9.1 Packaging

- Unless otherwise specified, packaging shall be in accordance with Practice D 3951.
- When zinc coated nuts are included on the same order as zinc coated bolts, the bolts and nuts shall be shipped in the same container.
- When special packaging requirements are required, they shall be defined at the time of the inquiry and order.

9.2 Package Marking

Each shipping unit shall include or be plainly marked with the following information:

- ASTM designation and type;
- Size;
- Name and brand or trademark of the manufacturer;
- Number of pieces;
- Lot number; when nuts, washers or direct tension indicators, or combination thereof, are ordered with A320/A325/A490 heavy hex structural bolts, the shipping unit shall be marked with the lot number in addition to the marking required by the applicable product specification;
- Purchase order number, and;
- Country of origin.

10 WARRANTY

The BIDDER shall have final and total responsibility for the manufacture and performance of all material supplied under this Specification.

Repair and replacement requirements:

- Material that does not meet the provision of this specification shall be rejected.
- All materials which are corroded due to improper storage, protection and/or maintenance shall be rejected.

Disposition of nonconforming bolts shall be in accordance with the guide F 1470 section titled "Disposition of Nonconforming Lots".



Approved by
Deputy General Director

Signed by: Đặng Đức Phong
 Date: 16/12/2025 14:37:31
 Certified by: Vietsovpetro CA

Dang Duc Phong

TECHNICAL EVALUATION CRITERIA
STRUCTURAL MATERIALS FOR REPLACEMENT AND MODIFICATION BOAT LANDING TO THE NEW DESIGN (PHASE 1)

(Materials use for section B.4.2 and B.4.5 in Appendix 12 – 2026 plan)

Doc. No. : OCD-2026-N.BOATLANDING-TE-01
 Rev : 0

Tender technical proposal shall be evaluated through 2 steps, detailed as below:

Step 1 Technical proposal shall be passed Step 1 if it meet ALL the condition as below:

- 1. Year of Manufacture** (Section 3 of Technical Requirement): Comply as required in Technical Requirement Document.
- 2. Warranty** (Section 3 of Technical Requirement): Comply as required in Technical Requirement Document.
- 3. API Official Monogram** (Section 4 of Technical Requirement): Comply as required in Technical Requirement Document.

Step 2 Step 2 shall be evaluated in case the Technical tender proposal passed condition in Step 1

Detailed scores of Technical evaluation for Step 2 described as table below:

Item according to rating levels			Evaluation Criteria	Offer Content	Score			Reasons for score reduction for each item	Note
Level I	Level II	Level III			Level I	Level II	Level III		
					Point	%	%		
1	2	3	4	5	6	7	8	9	10
1			General requirements for materials (Section 3 of Technical Requirement)		10				
	1.1		Condition of goods			40			
		1.1.1		Brand new, unused			100		
		1.1.2		Used, refurbished			0	R	
	1.2		Offer content			40			Note 1 ; 2 & 3
		1.2.1		Clearly specify the name, model/code, technical specifications, manufacturer, and origin of each material item.			100		
		1.2.2		Information is incomplete but sufficient for further evaluation.			60-90		
		1.2.3		Unclear			0		
	1.3		Requirements for the scope of supply			20			
		1.3.1		Specify ex-Mill or ex-Stock for each item in the Scope of supply table.			100		
		1.3.2		Does not specify ex-Mill or ex-Stock for each item in the Scope of supply table.			0		
2			Manufacturing standards (Section 4 of Technical Requirement)		5				
	2.1			Bidder commits to complying with the standards for quality, inspection and testing, and marking for goods.		100			
	2.2			Bidder does not commits to complying with the standards for quality, inspection and testing, and marking for goods.		0			
3			Technical requirements (Section 5 of Technical Requirement)		30				Note 1 ; 2 & 3
	3.1			Fully comply as required in Technical Requirement.		100			
	3.2			Comply but not fully, within the allowable range may be acceptable.		60-90			



	3.3			Fully not comply		0		R	
4			Manufacturer and Origin (Section 6 and 7 of Technical Requirement)		15				Note 3 & 4
	4.1		Manufacturer			70			
		4.1.1		Included in the Recommended Manufacturer List.			100		
		4.1.2		The offered manufacturer is not included in the Recommended Manufacturer List, but Bidder has provided complete information on the manufacturer's capabilities, including catalogues, company profile, and contracts for the supply of equivalent equipment/ systems/ software that meet the requirements.			70		
		4.1.3		Does not fall under the above-mentioned cases.			0	R	
	4.2		Origin			30			
		4.2.1		G7 / Russia / Europe / Korea / Australia.			100		
		4.2.2		Singapore/ Malaysia / Thailand / Indonesia / India / Brazil / Argentina/ S.Africa/ Turkey / Viet Nam.			80		
		4.2.3		Does not fall under the above-mentioned cases.			30		
5			Delivery time and location (Section 8 of Technical Requirement)		10				
	5.1		Delivery time			70			Note 5
		5.1.1		Comply as required in Technical Requirement			100		
		5.1.2		Later than required (a 20% deduction for each week of delay beyond the required delivery time)			60-80		
		5.1.3		Fully not comply			0	R	
	5.2		Delivery location			30			
		5.2.1		Comply as required in Technical Requirement			100		
		5.2.2		Not delivered to the VSP warehouse			0		
6			Quantity and packaging of goods (Section 9 of Technical Requirement)		5				
	6.1		Quantity			70			
		6.1.1		Comply as required in Technical Requirement			100		
		6.1.2		The offer does not provide sufficient quantity for the entire order or for each group of items.			0		
	6.2		Packaging			30			
		6.2.1		Comply as required in Technical Requirement			100		
		6.2.2		Bidder does not commit to packaging as required.			0		
7			Technical documents (Section 10 of Technical Requirement)		15				
	7.1			Comply as required in Technical Requirement			100		
	7.2			Provided documents are incomplete as per the requirements but do not affect the evaluation process.			80		
	7.3			Did not provide the required documents; insufficient information for evaluation.			0		
8			Certificates (Section 11 of Technical Requirement)		10				
	8.1			Bidder commits to providing all required certificates upon delivery.			100		
	8.2			There is a change in the certificate format, but it still fully reflects the information regarding the origin and quality of the goods.			80		
	8.3			Does not commit to providing one or some types of required certificates.			0		
9			Total score (maximum 100)		100				



Note:

1. For this item is subject to evaluate in range of 0-100% that correspond to bidder's technical proposal
2. a. For each "minor concern" shall be minus 10%. "Minor concern" is defined as a slight deviation from the requirements specified in the Technical Requirement Document, but still acceptable (check for each statement of requirement).
b. For each "not comply" shall be minus 20%. "Not comply" is defined as a deviation from the requirements specified in the Technical Requirement Document but still within an acceptable range (check for each statement of requirement).
c. "Fully not comply" is defined as a complete failure to meet the requirements specified in the Technical Requirement Document and is deemed unacceptable (check for each statement of requirement).
3. For this item is picked from each stated case that corresponds to bidder's technical proposal. In case the Bidder offers many origins/vendors for one item (or one item is integrated from many parts which have different origin/vendor), VSP will evaluate the item according to the origin/vendor with the lowest score.
4. 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 level III of item 4 (4.1 and 4.2) will be zero.
5. The delivery time shall be counted from the date of issuance of the Letter of Intent (LOI) or Letter of Award (LOA).

Passed Conditions: All of the below conditions

- Passed in "**Step 1**"
- No Item "**R**" (**Required Criteria**) in Step 2 that score at Level II or Level III is equal **0 point**
- Total score of Step 2 is equal or higher than **80 points**

Disqualified Conditions: One of the below conditions

- Disqualified in "**Step 1**"
- Any Item "**R**" (**Required Criteria**) in Step 2 that score at Level II or Level III is equal **0 point**
- Total score of Step 2 is below **80 points**

