



VIETNAM NATIONAL INDUSTRY - ENERGY GROUP
KHANH MY PETROLEUM OPERATING BRANCH - PETROVIETNAM EXPLORATION
PRODUCTION CORPORATION LTD (PVEP – KHANH MY)

HCM Office: 19th Floor, Victory Tower
 12 Tan Trao Street, Tan My Ward,
 Ho Chi Minh City, S.R. of Vietnam

Tel: + (84 - 28) 3638 0789
 Fax: + (84 - 28) 3963 6633
 Email: pvep.kanhmy@pvep.com.vn

FACSIMILE MESSAGE

No. of Pages: 05+
 (Including this page)

Ref.: PPM/2025/072/F

Date: 29th September 2025

To: THE INTERESTED BIDDERS

SUBJECT: INVITATION TO BID
PROVISION OF MANPOWER SERVICES FOR KHANH MY AND DAM DOI FIELDS
DEVELOPMENT PROJECT, BLOCK 46/13 OFFSHORE VIETNAM
TENDER NO.: PVEP-KM/DEV/2025/001

PVEP – KHANH MY (hereinafter referred to as “CLIENT”) wishes to solicit a quotation for the following in accordance with the instruction contained in this Invitation to Bid Document (ITBD):

No.	Q'ty	UOM	Description		
1	01	Lot	PROVISION OF MANPOWER SERVICES FOR KHANH MY AND DAM DOI FIELDS DEVELOPMENT PROJECT, BLOCK 46/13 OFFSHORE VIETNAM		
			PART I	ITB INSTRUCTIONS	
			1	INSTRUCTIONS AND INFORMATION TO BIDDER	16 pages
			2	BIDDING FORMS	34 pages
			3	PRELIMINARY AND TECHNICAL EVALUATION CRITERIA	03 pages
			4	CHECK LIST	04 pages
			PART II	CONTRACT DOCUMENT	
			1	CONTRACT FORM	69 pages
			2	EXHIBITS	
			Exhibit I	Special Provisions and Scope of Works	94 pages
			Exhibit II	Administration Procedures	11 pages
			Exhibit III	Contract Price Schedule	06 pages
			Exhibit IV	Bank Guarantee Format (not applicable)	02 pages
			Exhibit V	Performance Guarantee Format (not applicable)	02 pages
			Exhibit VI	Health, Safety and Environment Requirement	20 pages
			Exhibit VII	Contractor's Performance Appraisal	04 pages
			Exhibit VIII	Confidentiality	01 page
			Exhibit IX	Change Order Procedures	06 pages

INSTRUCTIONS TO BIDDER

I. GENERAL

- A.** Your quotation must be delivered by hand/courier to CLIENT's office not later than **14:00 hrs. on 30th October 2025 (“Bid Closing Time and Date”)** and shall be binding for a period of at least **one hundred and eighty (180) calendar days (“Bid Validity Period”)** from the Bid Closing Date. Bidder may assume that the award for CONTRACT will be

made within one hundred and eighty (180) calendar days from the Bid Closing Date and Bidder can assume that it has not been successful if no notification is received within the Bid Validity Period. Bidder shall state the precise date of validity in the bid proposal.

- B. Bidder is to ensure that all prices and other details in the bid proposal are correct at the time of submission. CLIENT will not entertain any changes or addenda due to typing or calculation errors after the Bid Closing Time and Date.
- C. CLIENT's Terms and Conditions shall be applied. Any submission of Bidder's terms and conditions shall be considered NULL and VOID for this tender.
- D. Should Bidder decline to submit a proposal, Bidder shall state in writing the reason(s) for declining, and in all such cases this shall be done not later than the Bid Closing Date and Time.
- E. BIDDER's Bid Proposal must be signed and certified by an officer duly authorized by BIDDER.
- F. Any amendments appearing in the BIDDER's Bid Proposal must be signed or initialed by the BIDDER's authorized officer.
- G. BIDDER is to bear responsibility for and pay all costs, expenses and other charges incurred in preparation and delivery of the proposal to CLIENT's designated office, irrespective of whether an order is placed or not.

II. PRICE QUOTATION

- A. Bidder's price quotation shall be quoted in United States Dollar (USD) as a tax non-resident Bidder or Vietnam Dong (VND) as a tax resident Bidder in Vietnam in accordance with the Ordinance on Foreign Exchange No. 28/2005/PL-UBTVQH11 of Vietnamese Government, Degree 160/2006/ND-CP and practical guidelines.

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

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

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

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

III. PROPOSAL FORMAT

- A. Bidder is to strictly adhere to the proposal format as set out below. Bidder **must ensure that the "UN-PRICED PACKAGE (TECHNICAL)" does not contain any pricing or cost.** Failure to comply with these instructions may render Bidder's proposal invalid.
- B. Bidder is to submit bid proposal in two (2) separate packages, as follows:
 - a) Un-priced Package (Technical): one (01) original set
 - b) Priced Package (Commercial): one (01) original set

Each Un-priced and Priced Packages shall also include electronic version save in CD ROM in Acrobat (.pdf), Microsoft Word (.doc) and Microsoft Excel (.xls) format.

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

C. CONTENTS OF UN-PRICED PACKAGE (TECHNICAL)

Un-priced Package shall include but not limited to the following:

C.1 PROPOSAL FORM:

Bidder is required to confirm Bidder's understanding of the ITBD and agreement to bid by executing the Item 3.1 in the **BIDDING FORMS**, to be submitted together with the Bidder's proposal.

The PROPOSAL FORM must be signed and certified by Bidder's duly authorized officer and endorsed with company's seal/stamp without any changes to the form in the Item 3.2 in the BIDDING FORMS.

C.2 TECHNICAL PROPOSAL

- Bidder to confirm and specify its compliance to scope of supply as mentioned in **EXHIBIT I** by executing **BIDDER'S QUESTIONNAIRES in PART I - ITB INSTRUCTIONS**.
- Bidder to confirm and specify its compliance to CLIENT's Terms and Conditions as per **PART II – CONTRACT DOCUMENT**.
- Bidder to submit the checklist as per the **CHECK LIST FORM**.
- If Bidder has any exception to CLIENT's Terms and Conditions or any other part of the ITBD, Bidder must state the changes or exceptions proposed by using the format in the Items 3.7 and 3.8 in the **BIDDING FORM** and giving specific reasons thereof. Bidder must indicate clearly the effect, if any, these changes or exceptions may have on Bidder's price quotation and delivery schedule if the changes or exceptions are rejected by CLIENT.

C.3 UN-PRICED COMMERCIAL FORM

Bidder is requested to submit the following without indicating the cost. The word 'OFFERED', 'INCLUSIVE', 'NO QUOTE' and 'NOT AVAILABLE' shall be used where appropriate to replace the price. Bidder is advised **NOT** to submit a BLANK form or form in other format as this will result in the bid proposal being not considered.

Bidder is requested to attach an **UN-PRICED COMMERCIAL FORM** table as per the **EXHIBIT III of the Contract Form** as per attached.

D. CONTENTS OF PRICED PACKAGE (COMMERCIAL)

D.1 PROPOSAL FORM:

Bidder is required to confirm Bidder's understanding of the ITBD and agreement to bid by executing **COMMERCIAL PROPOSAL FORM**, to be submitted together with the Bidder's proposal.

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

- D.2** Every page of Bidder's Priced Package must bear Bidder's company seal. Priced Package shall include **PRICED COMMERCIAL FORM** table as per the **EXHIBIT III of the Contract Form** as per attached.

IV. SUBMISSION OF PROPOSAL

- A.** Each Un-priced Package (Technical) and Priced Package (Commercial) shall be wrapped separately from each other and clearly marked with the word "ORIGINAL UNPRICED" or "ORIGINAL PRICED" on the cover of the respective wrapping.

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

PLANING & PROCUREMENT MANAGEMENT OF PVEP – KHANH MY
19th FLOOR, VICTORY TOWER, 12 TAN TRAO STREET,
TAN MY WARD, HO CHI MINH CITY, VIETNAM
TEL : (84-28) 3638 0789
FAX : (84-28) 3963 6633 and
EMAIL : tendersecblk4613@pvep.com.vn
ATTN : TENDER SECRETARIAT

All communications with regard to bid clarifications or any other request from Bidder shall be made in writing and forwarded to CLIENT at least five (05) days before the Bid Closing Date and Time and must indicate the tender number and title and send to the address given above. The same written correspondence can be scanned and sent via email for fast receipt.

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

PLANING & PROCUREMENT MANAGEMENT OF PVEP – KHANH MY
19th FLOOR, VICTORY TOWER, 12 TAN TRAO STREET,
TAN MY WARD, HO CHI MINH CITY, VIETNAM

- D. Bidder is strongly advised to deliver the bid proposal by hand in order to assure timely receipt by CLIENT. If Bidder elects to mail the proposal, Bidder is advised to use a fast and reliable delivery service e.g. courier. Bidder should advise CLIENT by fax the date on which the proposal was mailed and details of the delivery service.
- E. Responsibility for timely delivery of the proposal to the correct address rests fully with Bidder. CLIENT does not accept late submission. Delivery to the wrong address shall not be an excuse for late delivery.
- F. Bidder must ensure that the proposal is delivered to the address given above no later than **14:00 hrs. on 30th October 2025. (GMT+7 Vietnam Time)** LATE BIDS WILL NOT BE ENTERTAINED.
- G. Bidder's bid proposal shall be submitted in a **separate sealed envelope** or package bearing the name of Bidder's company, clearly addressed and marked on the outside as follows:

"STRICTLY CONFIDENTIAL"

**PROVISION OF MANPOWER SERVICES FOR KHANH MY AND DAM DOI FIELDS
DEVELOPMENT PROJECT, BLOCK 46/13 OFFSHORE VIETNAM**

TENDER NO.: PVEP-KM/DEV/2025/001

V. ACCEPTANCE

- A. CLIENT may, at its option, reject all proposals received or may accept any proposal which, in CLIENT's sole judgment, is the most advantageous to CLIENT. CLIENT reserves the right to accept or reject all or part of the proposal at CLIENT's discretion and will be under no obligation to explain the reason thereof.
- B. CLIENT shall not be deemed to have accepted all or any parts of a proposal unless and until written acceptance is issued. Any award as a result of this ITBD will be through a properly executed CONTRACT issued by CLIENT. Prior to this, CLIENT may send Bidder

a Letter of Award in order to initiate immediate placement of order. Upon receipt of the Letter of Award, Bidder shall proceed immediately with the works mentioned in the Letter of Award.

- C. CLIENT, at its option, has the right to award all or partial of CONTRACT to the successful Bidder or Bidder(s).
- D. The successful Bidder, if any, will be required to enter into a formal CONTRACT with CLIENT as contained in the ITBD.

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

Yours faithfully,

For and on behalf of PVEP – KHANH MY



Tender Secretariat



INVITATION TO BID (“ITB”)

INVITATION TO BID No.: PVEP-KM/DEV/2025/001

**PROVISION OF MANPOWER SERVICES FOR KHANH MY AND
DAM DOI FIELDS DEVELOPMENT PROJECT, BLOCK 46/13
OFFSHORE VIETNAM**

CLOSING TIME & DATE

@ 10:40 HOURS ON 30TH OCTOBER 2025 (GMT+7)

GENERAL TABLE OF CONTENTS

INVITATION TO BID (ITB)

PART I - ITB INSTRUCTIONS

1. INSTRUCTIONS AND INFORMATION TO BIDDER
2. BIDDING FORMS
3. PRELIMINARY AND TECHNICAL EVALUATION CRITERIA

PART II – CONTRACT DOCUMENT

1. CONTRACT FORM
2. EXHIBITS

EXHIBIT I	SCOPE OF WORKS
EXHIBIT II	ADMINISTRATION PROCEDURES
EXHIBIT III	CONTRACT PRICE SCHEDULE
EXHIBIT IV	BANK GUARANTEE FORMAT
EXHIBIT V	PERFORMANCE GUARANTEE FORMAT
EXHIBIT VI	HEALTH, SATETY AND ENVIRONMENT REQUIREMENT
EXHIBIT VII	CONTRACTOR’S PERFORMANCE APPRAISAL – NOT APPLICABLE
EXHIBIT VIII	CONFIDENTIALITY
EXHIBIT IX	CHANGE ORDER PROCEDURES

PART I: ITB INSTRUCTIONS



1. INSTRUCTIONS AND INFORMATION TO BIDDER



INSTRUCTIONS AND INFORMATION TO BIDDER

1.0 GENERAL

1.1 **KHANH MY PETROLEUM OPERATING BRANCH – PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LIMITED** (hereinafter referred to as "CLIENT") invites BIDDER to submit proposal for **PROVISION OF MANPOWER SERVICES FOR KHANH MY AND DAM DOI FIELDS DEVELOPMENT PROJECT, BLOCK 46/13 OFFSHORE VIETNAM** (hereinafter referred to as "WORKS") under ITB No. PVEP-KM/DEV/2025/001 as details in this ITB.

1.2 In order for CLIENT to fully assess the relative merits of each proposal, BIDDER is requested to furnish CLIENT with all relevant and complete information as set forth in the following items of "INSTRUCTIONS AND INFORMATION TO BIDDER". BIDDER is urged to comply strictly with ITB's requirements.

1.3 Eligibility of BIDDER

a. BIDDER shall be eligible required as follows:

In case of independent BIDDER:

- **Domestic BIDDER** is to provide notarized copy of eligible certificate of business registration in accordance with Vietnamese Laws;
- ~~**Foreign BIDDER** is to provide notarized copy of eligible certificate of business registration in accordance with the country of BIDDER'S nationality;~~
- BIDDER is an independent cost accounting entity;
- BIDDER participates in bid must be legally and financially independent with Investor and/or Procuring Entity. Failure to comply with such requirement may be considered as disqualified.
- There is no decision by a competent authority concluding that the BIDDER has an unhealthy financial status; BIDDER is not in bankrupt or insolvent status, and BIDDER is not in the process of dissolution.

b. In case of Consortium:

- Each Consortium Partner is to provide the documents and to meet the requirements mentioned in paragraph 1.3.a. above.
- Written Consortium Agreement between the consortium partners specifying responsibilities (joint and several) of each Consortium Partner in implementing the Bid, rights and scope of work and respective value of each Consortium Partner, including the Leading Consortium Partner and its responsibility, place and date of signing the Consortium Agreement, signatures and seals (if any) of Consortium Partners. If the Consortium Partner is authorized as the Leading Partner to sign the Proposal Letter, this effect shall be stated in the Consortium Agreement).

- 1.4. BIDDER must submit its proposal strictly in accordance with the terms of the ITB which consists of the following:

PART I - ITB INSTRUCTIONS

SECTION 1 - INSTRUCTIONS AND INFORMATION TO BIDDER

SECTION 2 - BIDDING FORMS

SECTION 3 - PRELIMINARY AND TECHNICAL EVALUATION CRITERIA

PART II – CONTRACT DOCUMENT

CONTRACT FORM

EXHIBITS:

EXHIBIT I	SCOPE OF WORKS
EXHIBIT II	ADMINISTRATION PROCEDURES
EXHIBIT III	CONTRACT PRICE SCHEDULE
EXHIBIT IV	BANK GUARANTEE FORMAT
EXHIBIT V	PERFORMANCE GUARANTEE FORMAT
EXHIBIT VI	HEALTH, SATETY AND ENVIRONMENT REQUIREMENT
EXHIBIT VII	CONTRACTOR'S PERFORMANCE APPRAISAL- NOT APPLICABLE
EXHIBIT VIII	CONFIDENTIALITY
EXHIBIT IX	CHANGE ORDER PROCEDURES

- 1.5 As a base case, **BIDDER's proposal should be in full conformity with the requirements as set out in the ITB.** Nothing shall be deemed to change or supplement this basis except revisions or addendum to the ITB issued in writing by CLIENT to BIDDER. If BIDDER wishes to present an alternative (applicable to Technical Specifications ONLY), BIDDER may do so (as an option to CLIENT) only after having duly complied with the requirements of the ITB.
- 1.6 Not Applicable
- 1.7 Any queries concerning preparation of the proposal shall be directed in writing to the address given in Item 10.3.
- 1.8 All Bid Proposals must be signed by an officer duly authorized by BIDDER to do so.



- 1.9 Any amendment appearing in the Bid Proposal must be signed or initialed by an officer duty authorized by BIDDER to do so.
- 1.10 BIDDER is to ensure that all prices and other details in the proposal are correct at the time of submission. CLIENT will not entertain any changes or addenda due to typing or calculation errors after the Bid Closing Date.
- 1.11 BIDDER is to bear responsibility for and pay all costs, expenses and other charges incurred in preparation and delivery of the proposal to CLIENT's designated office as stated in Item 10.3, irrespective of whether an order is placed or not.
- 1.12 Submission of proposal by BIDDER will constitute a firm offer by BIDDER that BIDDER is prepared to enter into CONTRACT with CLIENT on the conditions shown in this ITB.

Proposal by BIDDER shall be binding for a minimum period of one hundred and eighty (180) days **from the Bid Closing Date**. BIDDER may assume that the award for CONTRACT will be made within one hundred and eighty (180) calendar days from the Bid Closing Date and BIDDER can assume that it has not been successful if no notification is received within the bid validity period. BIDDER shall state the precise date of validity in the proposal. CLIENT shall be entitled to request BIDDER to extend Bid Validity for maximum of one hundred and eighty (180) calendar days (if any) without any BIDDER's exception.

- 1.13 BIDDER is requested to use the term "CONTRACTOR/BIDDER" instead of its specific company business name in their submission of Bid Proposal except for covering letter, header and footer.
- 1.14 At any time prior to Bid Closing Date, CLIENT, for any reason, whether at its own initiative or in response to a clarification requested by BIDDER, may modify the ITB by amendment (including the extension of Bid Closing Date, if necessary) by sending the amendment of ITB in writing to all BIDDERS prior to the Bid Closing Date. These amendments shall be the part of ITB. BIDDERS shall notify to CLIENT by email or by fax to acknowledge their receipt of said amendments.
- 1.15 FAILURE TO STRICTLY COMPLY WITH THE INSTRUCTION AS SET FORTH IN THIS DOCUMENT WILL RESULT IN BIDDER'S PROPOSAL BEING DEEMED NON-RESPONSIVE IN WHICH CASE IT MAY BE DROPPED FROM FURTHER CONSIDERATION.

2.0 INTENTION TO BID

- 2.1 BIDDER is advised to thoroughly check the completeness of the ITB upon receipt. BIDDER must inform CLIENT within five (5) working days from the bid issue date if any of the pages are missing.
- 2.2 BIDDER is required to acknowledge receipt of the ITB in accordance with the ITB Acknowledgement Letter Form set out in BIDDING FORMS and intention to submit proposal or otherwise by fax **at least five (5) working days** from bid issuance date. BIDDER is also advised to confirm its address and name a representative to whom all communications from CLIENT shall be addressed to.

- 2.3 Should BIDDER decline to submit a proposal, BIDDER shall state in writing the reason(s) for declining and is required to promptly return the ITB to CLIENT, and in all such cases this shall be done not later than the bid closing date.
- 2.4 All ITB returned shall be forwarded to the address as given in Item 10.3 herein, with the following wordings clearly marked on the cover/envelope.
- (a) "DECLINE TO BID-DOCUMENTS RETURNED"
 - (b) ITB NUMBER and TITLE
 - (c) BIDDER'S NAME

3.0 EXCLUSIVITY OF BID – NOT APPLICABLE

BIDDER is required to submit Bid Proposal in conjunction with the Principal and the Principal MUST be the prime vendor for the total proposal package. BIDDER is also required to submit a support letter from Principal (if any).

4.0 SCOPE OF WORKS

WORKS to be provided under this ITB shall and defined in **EXHIBIT I –SCOPE OF WORKS** of the CONTRACT document.

5.0 PRICE QUOTATION

- 5.1 The Domestic BIDDER's price quotation shall be quoted in Vietnam Dong (VND).
- ~~5.2 The Foreign BIDDER's price quotation shall be quoted in United State Dollar (USD).~~
- 5.3 Once specified, the unit prices shall prevail throughout the life of the CONTRACT and shall not be subject to revision by reason of cost escalation nor currency fluctuations.
- 5.4 PRICE OF COMPENSATION
- 5.4.1 BIDDER's Bid Proposal shall be in full conformity with the requirements as set out in this Bid documents.
 - 5.4.2 BIDDER should specifically note that subsequence to the Bid Closing Date, no alteration in price quotation will be permitted whatsoever.
 - 5.4.3 Prices are to be itemized according to the Item numbers in the Commercial Bid Form attached hereto. Unit price and total price must be clearly stated in the quotation. All discounts, in percentage of total estimated contract value, are to be stated separately.
- 5.5 The proposed CONTRACT PRICE shall indicate whether it is inclusive of Vietnamese taxes (VAT, CIT, etc.) or not. In the event that the quoted prices do not specify this, they shall be

treated as inclusive of all taxes

6.0 BID EXCEPTIONS

- 6.1 In the event BIDDER has any change that is considered of mutual benefit or if there is any exception to ITB document, BIDDER must state the changes or exceptions proposed by using the Exception Form as set out in BIDDING FORMS and giving specific reasons thereof. BIDDER must indicate clearly the effect, if any, these changes or exceptions may have on BIDDER's price quotation and WORKS schedule if the change or exceptions were to be accepted by CLIENT. CLIENT will review each change or exception on a case-by-case basis, **but in no event shall BIDDER's base quotation be qualified by any such change or exception nor will CLIENT be obligated to accept any such change or exception.**
- 6.2 Changes or exceptions to the ITB document expressed after the Bid Closing Date will not be entertained.
- 6.3 If BIDDER cannot accept CLIENT's wording or any other requirement at any price, and is willing to risk having its proposal rejected on this basis, then BIDDER must include the following statement under the "CHANGE IN BID PRICE/DELIVERY" column of the Exceptions Form:
- "FIRM - WILL NOT ACCEPT CLIENT'S WORDING/REQUIREMENT AT ANY PRICE".
- 6.4 BIDDER shall quote the firm unit price by which the Price will be adjusted (either up or down) should CLIENT do not accept BIDDER's proposed changes or exceptions.
- 6.5 BIDDERS shall provide a softcopy of its UN-PRICED EXCEPTIONS using "Track Changes" in native Excel format submitted together with the Technical and Unpriced Package.

7.0 BID BOND (NOT APPLICABLE)

- 7.1 When participating to the Tender, BIDDER shall, at its own expense, furnish Original Bid Bond using the Bid Bond Form set out in **Bidding Forms** and issued by a reputable recognized bank accepted by CLIENT.
- 7.2 The amount of Bid Bond shall be 150,000 USD or VND 3,767,850,000 (*In words: One hundred and fifty thousands United State Dollars for Foreign BIDDER or Three billion, seven hundred and sixty-seven million, eight hundred and fifty thousand Vietnam Dong for Domestic BIDDER*) and shall be valid for 210 calendar days. The Original Bid Bond shall be submitted together with Technical Bid Proposal.
- 7.3 In case of Consortium, the Bid Bond will be provided by one of the following two methods:
- a) Each Consortium Partner shall provide separately Bid Bond, provided always that the total value of Bid Bond shall not be lower than the amount required in Item 7.2 above; if

Bid Bond of any Consortium Partner is invalid the Bid Proposal of such Consortium shall be rejected according to the prerequisite criteria.

- b) The Consortium Partners agree to appoint a Consortium Partner to provide Bid Bond for the whole Consortium. In this case, the Bid Bond may include the name of Consortium or name of the Consortium Partner providing the Bid Bond for the whole Consortium provided always that the total value of Bid Bond shall not lower than the amount required in Item 7.2 above.

7.4 Bid Bond shall be considered as not acceptable if its value is lower than the required value, is not in the required currency, with shorter validity period, not submitted to the address by the time required by the ITB, states an incorrect BIDDER'S Name, is not original or without valid signature.

7.5 Bid Bond may be returned to the unsuccessful BIDDER within thirty (30) days from the date of announcement of the Bid results at BIDDER's request. For the successful BIDDER, the Bid Bond may be returned when the successful BIDDER provides the Bank Guarantee at BIDDER's request.

7.6 Bid Bond shall be forfeited and shall be disposed if the BIDDER:

- a) withdraws its Bid Proposal during the Validity Period of the Bid or any extension of validity the BIDDER has agreed to;
- b) do not commence the CONTRACT negotiation, finalization or decline to do so within thirty (30) days after receipt of CONTRACT award notice, or have completed the CONTRACT negotiation, finalization but refuses to sign the CONTRACT without valid reasons;
- c) in case of the successful BIDDER, fails to furnish the performance bond before signing the CONTRACT or before the CONTRACT comes into force.

8.0 BANK GUARANTEE/ PERFORMANCE GUARANTEE (NOT APPLICABLE)

8.1 BIDDER's attention is drawn to Article headed as Bank Guarantee/ Performance Guarantee of the CONTRACT FORM whereby the successful BIDDER is requested to provide an irrevocable first call Bank Guarantee issued by a commercial bank acceptable by CLIENT to guarantee performance of BIDDER's obligation under the CONTRACT. The format of Bank Guarantee shall be set out in the EXHIBIT IV of CONTRACT document.

8.2 BIDDER to furnish CLIENT with a Performance Guarantee issued by the principal, associate or parent company. Such Performance Guarantee shall be in the format attached hereto as EXHIBIT V, CLIENT shall notify the successful BIDDER of its requirement, if any, in this regard prior to award of CONTRACT.

9.0 PROPOSAL FORMAT

9.1 BIDDER is to strictly adhere to the proposal format as set out below.
BIDDER must ensure that the "TECHICAL AND UNPRICED PACKAGE

(TECHNICAL)" does not contain any pricing or cost. Failure to comply with these instructions may render BIDDER's proposal invalid.

9.2 BIDDER is strictly requested to submit its BID PROPOSAL into two (02) separate sealed packages:

- **VOLUME A – TECHNICAL PROPOSAL (UN-PRICED BID);**
- **VOLUME B – COMMERCIAL PROPOSAL (PRICED BID)**

and each volume shall be submitted as below:

- One (01) original;
- One (01) hard copy; and
- One (01) electronic copy and shall be included with the original copy of the Bid submission

The original volumes shall be marked "ORIGINAL". ~~The copies shall be numbered "COPY-1".~~ An electronic copy shall be provided as Hard Drive/USB memory stick in both scanned/PDF format and **editable format (Word/Excel)**.

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

BIDDER shall ensure that BIDDER's name and address and the bidding reference number and title are indicated on the cover of each package.

To preclude inadvertent opening by unauthorized parties, all envelopes shall be clearly marked as follows:

<p>VOLUME A – TECHNICAL PROPOSAL</p> <p>OR</p> <p>VOLUME B – COMMERCIAL PROPOSAL – DO NOT OPEN</p> <p>"ORIGINAL", "COPY-1";</p> <p>(AS APPROPRIATE)</p> <p>ITB NO: PVEP-KM/DEV/2025/001</p> <p>PACKAGE: PROVISION OF MANPOWER SERVICES FOR KHANH MY AND DAM DOI FIELDS DEVELOPMENT PROJECT, BLOCK 46/13 OFFSHORE VIETNAM</p> <p>SEALED BID PROPOSAL – DO NOT OPEN</p> <p>BIDDER: (BIDDER'S NAME: _____)</p>
--



9.3 CONTENTS OF TECHNICAL AND UNPRICED PACKAGE (TECHNICAL)

BIDDER is requested to review the PART 1-SECTION 2- BIDDING FORMS carefully before submission

No.	Item No. of the Instruction and Information to BIDDER	Remarks
	Within 5 Working Day After receiving the ITB	
GBF-01	ITB Acknowledge Letter	
GBF-02	Confidentiality Statement	
	Volume A: Technical and Un-priced Proposal	No Commercial Value in these forms
	Check list form	
GBF-03	Proposal Letter Form (Unpriced)	
GBF-04	Power of Attorney Form	
GBF-05	Consortium Agreement Form (if applicable)	
GBF-06	Original Bid Bond	
GBF-07	BIDDER's Company Information	
GBF-08	Financial Capability	
TBF-01	Experiences and References	
TBF-02	Proposed Contract Personnel with confirmation	
TBF-03	Circulate Vitae	
TBF-04	Unpriced Contract Price	
TBF-05	Exceptions and Qualifications	

9.4 CONTENTS OF PRICED PACKAGE (COMMERCIAL)

Every page of BIDDER's price proposal must bear BIDDER's company seal. Priced package shall include the following:

	Volume B : Commercial (Priced) Proposal	
--	--	--

GBF-03	Proposal Letter (Priced)	
CBF-01	Proposal for Contract Personnel	
CBF-02	Commercial Exceptions / Qualifications	
CBF-03	Alternative Proposals (Priced)	

10.0 **SUBMISSION OF PROPOSAL**

10.1 NOT APPLICABLE

10.2 BIDDER shall ensure that all proposals or submissions to CLIENT, pertaining to the enquiry are properly sealed and that the cover of each package is clearly marked in **bold letters** with the following wordings:

- (a) ITB number and the title.
- (b) BIDDER's name and return address.
- (c) "TECHNICAL AND UNPRICED PROPOSAL" or "PRICED PROPOSAL".
- (d) "PRIVATE AND CONFIDENTIAL"

10.3 All communications and correspondence with regard to **ITB and clarification** shall be made to the following address:

**KHANH MY PETROLEUM OPERATING BRANCH – PETROVIETNAM
EXPLORATION PRODUCTION CORPORATION LIMITED**

The 19th Floor, Victory Tower
12 Tan Trao Street, Tan My Ward
Ho Chi Minh City, S.R Vietnam
Tel: (84-28) 3638 0789 Fax : (84-28) 3963 6633
Attention : **Tender Secretariat**

Email: tendersecblk4613@pvpe.com.vn

Copy email: trunghc@pvpe.com.vn; vuba@pvpe.com.vn

All communications with regard to bid clarifications shall be made in writing and must indicate the ITB number and title and send to the address given above. Such bid clarifications shall reach the address given above at least ten (10) days prior to the Bid Closing Date. CLIENT shall preserve the right not to response to bid clarifications received later than the above-mentioned time.

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

**KHANH MY PETROLEUM OPERATING BRANCH – PETROVIETNAM
EXPLORATION PRODUCTION CORPORATION LIMITED**

The 19th Floor, Victory Tower
12 Tan Trao Street, Tan My Ward

Ho Chi Minh City, S.R Vietnam
Tel: (84-28) 3638 0789 Fax : (84-28) 3963 6633
Attention : **Tender Secretariat**

- 10.4 BIDDER is strongly advised to deliver the proposals by hand in order to assure timely receipt by CLIENT. If BIDDER elects to mail the proposal, BIDDER is advised to use a fast and reliable delivery service e.g. courier. BIDDER should advise CLIENT by fax the date on which the proposal was mailed and details of the delivery service.
- 10.5 Responsibility for timely delivery of the proposals to the correct address rests fully with BIDDER. CLIENT does not accept late bids submission. Delivery to the wrong address shall not be an excuse for late delivery.
- 10.6 BIDDER must ensure that the proposal is delivered to the address given in Item 10.3 above no later than **14:00 hours on 30th October 2025 (Vietnam Time, GMT+7) LATE BIDS WILL NOT BE ENTERTAINED.**
- 10.7 BIDDER's proposal shall be submitted in a **separate sealed envelope or package** bearing the name of your company, clearly addressed and marked on the outside as follows:

"STRICTLY CONFIDENTIAL"

PROVISION OF MANPOWER SERVICES FOR KHANH MY AND DAM DOI FIELDS
DEVELOPMENT PROJECT, BLOCK 46/13 OFFSHORE VIETNAM
TENDER NO.: PVEP-KM/DEV/2025/001

- 10.8 Bid Proposal as well as all correspondences and documents relating to the ITB exchanged by BIDDER and CLIENT shall be written in English. Supporting documents and printed literature furnished by BIDDER may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid Proposal, the translation shall govern.
- 11.0 ACCEPTANCE**
- 11.1 CLIENT may, at CLIENT option, reject all proposals received or may accept any proposal which, in CLIENT's sole judgment, is the most advantageous to CLIENT. CLIENT reserves the right to accept or reject all or part of the proposal at CLIENT's discretion and will be under no obligation to explain the reasons thereof.
- 11.2 CLIENT reserves the right to award the CONTRACT at its own discretion. CLIENT may award the CONTRACT to more than one BIDDER where practicable.
- 11.3 CLIENT shall not be deemed to have accepted all or any part of a proposal unless and until a written acceptance is issued.
- 11.4 Any award as a result of this ITB will be through a properly executed contract issued by CLIENT. Prior to this, CLIENT may send the BIDDER a Letter of Award in order to initiate immediate placement of order. Upon receipt of the Letter of Award, BIDDER shall proceed immediately with the work mentioned in the Letter of Award.

12.0 PAYMENT

- 12.1 Payments shall be made in accordance to **Article headed as "INVOICING AND PAYMENT"** of CONTRACT FORM attached hereto.


12.2 Any proposal on progress payments shall be based on "value received" or verifiable milestones and not merely the passage of time and not for merely placing the CONTRACT.

13.0 PARTIAL ORDER

CLIENT reserves the right to order all or any part of the package from BIDDER without prejudice to other terms and conditions.

No exception conditioned or raised by BIDDER in connection with partial order shall be accepted by CLIENT.

END OF SECTION



ATTACHMENT 1

ATTACHMENT 1

CLARIFICATION REQUEST FORMAT (TYPICAL)

From:	Fax Number:
Bidder:	Date:
Number of Pages, cover +	Reference Number:
To:	Clarification Request No.:
Attention: _____	Fax Number: (+84)
	Invitation to Bid Ref:
	Title:
Email:	tendersecblk4613@pvep.com.vn
Cc:	

[For clarification questions, the following form shall be used. In addition to sending by fax, Bidders are requested to send electronic copy in native file format – BIDDER is kindly requested to use the Excel format for ease of response by CLIENT]

Item No.	ITB Section Reference	Comment / Response	Question/ Clarification Request
1		BIDDER	
		CLIENT	
2		BIDDER	
		CLIENT	



PART 1

SECTION 2 - BIDDING FORMS

2.1 GENERAL BIDDING FORMS

TABLE OF CONTENTS

2.1	General Bidding Forms
GBF-01	ITB Acknowledgment Letter
GBF-02	Confidentiality Statement
GBF-03	Proposal Letter Form
GBF-04	Power of Attorney Form
GBF-05	Consortium Agreement Form
GBF-06	Bid Bond Form (Not applicable)
GBF-07	BIDDER's company information
GBF-08	Financial Capability



BIDDING FORM-GBF-01
ITB ACKNOWLEDGEMENT LETTER

Date: _____

Bidder Ref. No.: _____

To: **Khanh My Petroleum Operating Branch – Petrovietnam Exploration Production Corporation Limited (PVEP-KHANH MY)**

Attn. : **Mr. Phung Van Hai – Director**

Fax : **(84-028) 3963 6633**

Subject : **Provision of Manpower Services for Khanh My and Dam Doi Fields Development Project, Block 46/13 Offshore Vietnam**

ITB Number : **PVEP-KM/DEV/2025/001**

- We acknowledge receipt of the subject ITB and all referenced documents therein.
- We have read the ITB and all attachments and will submit our bid proposal to CLIENT on or before the bid closing date.
- We confirm our adherence to the highest standards of business ethics and, in particular, we have established precautions to prevent any of our officers, employees, or agents from making, receiving, providing or offering substantial gifts, entertainment, payment, loans or other considerations which may influence individuals.
- We will not submit a bid proposal; ITB and all attachments will be disposed upon CLIENT request.

Reason for declining:

.....
.....
.....
.....

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

We further confirm that we will complete and deliver our PROPOSAL to CLIENT no later than **10:00 hrs (Vietnam Time) of / / 2025.**

Contact information



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

Yours faithfully

.....
(For and on behalf of _____)

EMAIL TO:

Email :
Copy email:

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

A handwritten signature in black ink, appearing to be "HL" followed by a flourish.

BIDDING FORM - GBF-02

CONFIDENTIALITY STATEMENT

Given by : _____
(hereinafter referred to as "BIDDER")

To: **Khanh My Petroleum Operating Branch – Petrovietnam Exploration Production Corporation Limited**

The 19th Floor, Victory Tower, 12 Tan Trao Street, Tan My Ward,
Ho Chi Minh City, S.R. Vietnam
Tel: (84-028) 3638 0789
Fax: (84-028) 3963 6633

ITB No.: PVEP-KM/DEV/2025/001

Package: Provision of Manpower Services for Khanh My and Dam Doi Fields Development Project, Block 46/13 Offshore Vietnam

In consideration of BIDDER's receipt of any part of the documents issued by CLIENT in respect of the subject ITB and any associated information subsequently issued by CLIENT (collectively referred to as "Confidential Information"), BIDDER undertakes and agrees as follows:

1. All Confidential Information shall be kept strictly confidential and shall not be disclosed by BIDDER without CLIENT's written consent.
2. BIDDER shall not use the Confidential Information for any purpose whatsoever other than to prepare its Bid Proposal for the provision of **Package:** _____.
3. All Confidential Information shall remain the exclusive property of CLIENT, and BIDDER shall promptly return all of it when CLIENT asks BIDDER to do so. At the same time BIDDER shall destroy any further copies or analyses made from the Confidential Information.
4. BIDDER shall not make any public announcement whatsoever relating to the ITB or bidding process.
5. BIDDER shall ensure that its employees and agents, and any consortium partners and their employees and agents, comply with the confidentiality obligations set out in this document.
6. BIDDER will only disclose Confidential Information to any entity mentioned in Item 5 above (including candidate subcontractors and suppliers who are participating in preparing, or providing information for, BIDDER's proposal or bid) to the extent necessary for each such entity to complete its respective portion of the proposal or bid. BIDDER shall not make such disclosure until it has secured, for the benefit of CLIENT from the entity to which the disclosure is to be made, a confidentiality undertaking in the same form and content as this document. BIDDER undertakes to ensure that all such entities shall comply with their confidentiality undertakings.

BIDDER understands and expressly agrees that a breach of any of the above undertakings will be grounds for CLIENT to eliminate BIDDER from further consideration.

For and on behalf of BIDDER:



Signature: _____ / Date: _____
Name: _____
Title: _____
Company: _____

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

A handwritten signature in black ink, appearing to be "HL" followed by a flourish.

BIDDING FORM- GBF-03

1. PROPOSAL LETTER FORM (UN-PRICED)

Ref Number: [BIDDER TO INSERT REF. NUMBER OF ITS BID PROPOSAL]

From: [BIDDER TO INSERT NAME OF BIDDER],

To : Khanh My Petroleum Operating Branch – Petrovietnam Exploration Production Corporation Limited (PVEP-KHANH MY)

The 19th Floor, Victory Tower, 12 Tan Trao Street, Tan My Ward,
Ho Chi Minh City, S.R. Vietnam
Tel: (84-028) 3638 0789
Fax: (84-028) 3963 6633

Attn. : Mr. Phung Van Hai – Director
ITB No. : PVEP-KM/DEV/2025/001
Package : Provision of Manpower Services for Khanh My and Dam Doi Fields Development Project, Block 46/13 Offshore Vietnam

We, the undersigned, certify that we have read and understood the subject Invitation to Bid (“ITB”) and all documents forming the ITB package.

- a. We, the undersigned, offer the supply of **Package:** _____ as quoted in our bid proposal on the term and subject to the conditions as detailed in the said ITB documents;
- b. We confirm that we have fully satisfied ourselves as to the extent, the nature of the work to be performed;
- c. We agree to abide by this Bid for the period of **One Hundred And Eighty (180)** days from Bid Submission Deadline specified in ITB and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- d. ~~If our Bid is accepted, we commit to submit a Performance Bond strictly in accordance with the pro-format included in this ITB for the due performance of the Contract and submit it to CLIENT within period required by Contract;~~
- e. We are not participating, as BIDDER, in more than one Bid in this bidding process;
- f. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed;
- g. We understand that you are not bound to accept the lowest bid and agree that you retain the right to reject any or all bids;



- h. We agree to bear all and any costs incurred by us in connection with the preparation and submission of this bid whether it is successful or not and agree that you are not liable in any way whatsoever for such costs;
- i. We certify/confirm that we are eligible to perform and execute this scope of supply.

Dated this day of _____ 2025

_____ [General Director's signature] (*)

In the capacity of _____ [position]

Duly authorized to sign this bid for and on behalf of _____ [name of BIDDER]

Note:

(*) This form must be signed by the BIDDER's General Director. Otherwise, an Authorization letter signed by BIDDER's General Director is required.

Handwritten initials, possibly "JL" and "AB", located at the bottom right of the page.

2. PROPOSAL LETTER FORM (PRICED)

Ref Number: [BIDDER TO INSERT REF. NUMBER OF ITS BID PROPOSAL]

From: [BIDDER TO INSERT NAME OF BIDDER],

To : Khanh My Petroleum Operating Branch – Petrovietnam Exploration Production Corporation Limited.

The 19th Floor, Victory Tower, 12 Tan Trao Street, Tan My Ward,
Ho Chi Minh City, S.R. Vietnam
Tel: (84-028) 3638 0789
Fax: (84-028) 3963 6633

Attn.: Mr. Phung Van Hai – Director

Subject:

ITB No.: PVEP-KM/DEV/2025/001

Package: Provision of Manpower Services for Khanh My and Dam Doi Fields Development Project, Block 46/13 Offshore Vietnam

We, the undersigned, certify that we have read and understood the subject Invitation to Bid (“ITB”) and all documents forming the ITB package.

- a. We, the undersigned, offer the supply of **Package:** _____ as quoted in our bid proposal on the term and subject to the conditions as detailed in the said ITB documents;
- b. The total price considered to cover the scope that we are able to supply shall be _____ VND [*insert the amount both in word and in number, the currency to bid*]
- c. We confirm that we have fully satisfied ourselves as to the extent, the nature of the work to be performed
- d. We agree to abide by this Bid for the period of **One Hundred Eighty** (180) days from Bid Submission Deadline specified in ITB and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- e. ~~If our Bid is accepted, we commit to submit a Performance Bond strictly in accordance with the pro-format included in this ITB for the due performance of the Purchase Contract and submit it to CLIENT within period required by the Contract;~~
- f. We are not participating, as BIDDER, in more than one Bid in this bidding process;
- g. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed;



- h. We understand that you are not bound to accept the lowest bid and agree that you retain the right to reject any or all bids;
- i. We agree to bear all and any costs incurred by us in connection with the preparation and submission of this bid whether it is successful or not and agree that you are not liable in any way whatsoever for such costs;
- j. We certify/confirm that we are eligible to perform and execute this scope of supply.

Dated this day of _____ 2025.

_____ [General Director's signature] (*)

In the capacity of _____ [position]

Duly authorized to sign this bid for and on behalf of _____ [name of BIDDER]

Note:

(*) This form must be signed by the BIDDER's General Director. Otherwise, an Authorization letter signed by BIDDER's General Director is required.

A handwritten signature in black ink, appearing to be "JL" followed by a flourish.

**BIDDING FORM- GBF-04
POWER OF ATTORNEY FORM**

Letterhead of BIDDER

Date:

To : Khanh My Petroleum Operating Branch – Petrovietnam Exploration Production Corporation Limited.

The 19th Floor, Victory Tower, 12 Tan Trao Street, Tan My Ward,
Ho Chi Minh City, S.R. Vietnam
Tel: (84-028) 3638 0789
Fax: (84-028) 3963 6633

Attn.: Mr. Phung Van Hai – Director

Subject:

ITB No.: PVEP-KM/DEV/2025/001

Package: Provision of Manpower Services for Khanh My and Dam Doi Fields Development Project, Block 46/13 Offshore Vietnam

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

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

For the provision of [] under the ITB No.: []

This Power of Attorney is effective as from _____ to _____.

Yours faithfully,

For and behalf of [name of BIDDER].

Name of Legal Representative of BIDDER

Position:



BIDDING FORM- GBF-05
CONSORTIUM AGREEMENT FORM

_____, Date: _____

ITB No.: _____

Package: _____

We, representatives of the Parties of the Consortium Agreement, including:

Name of the Consortium Partner (Name of Each Consortium Partners) _____

Represented by: _____

Title: _____

Address: _____

Power of Attorney No. _____ dated _____ (in case of authorization).

The Parties (hereinafter referred to as Partners) agreed to enter into this Consortium Agreement with the following terms and conditions:

Article 1: General Provisions

1. The Partners are willing to form a Consortium to participate in the ITB No.: _____ for PROVISION OF _____ (hereinafter referred to as “ITB”) to KHANH MY PETROLEUM OPERATING BRANCH – PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LIMITED (hereinafter referred to as “PVEP-KHANH MY” or “CLIENT”).
2. The Partners agree that the name of the Consortium for all correspondences related to TENDER is: _____ [specify name of the Consortium as agreed].
3. The Partners confirm that neither of them will unilaterally participate in the bidding of this ITB as an independent BIDDER of partner of other consortium. If the consortium is awarded the Contract, neither partner will refuse to execute its obligations and duties as agreed in the Contract unless otherwise agreed in writing by the Consortium Partner. If the Consortium Partner refuses to fulfill its own obligations as agreed then such Partner is to:
 - Compensate for all damages to other Consortium Partners;
 - Compensate for all damages to CLIENT as stipulated in the Contract;
 - Other penalty [specify other penalty].

Article 2. Responsibilities of the Partners

The Partners agree that the responsibilities of each Partner for execution of the Tender shall be as follows:

1. Leading Partner of the Consortium:
The Partners agreed to appoint _____ [specify the name of Leading Partner of the Consortium] to be the Leading Partner of the Consortium to act on behalf of the Consortium in the following works:

- 1.1. Signing Proposal Letter;
- 1.2. Signing transaction documents, correspondence with CLIENT during the Bidding Process, including, but not limit to, Tender Clarification Request, Bid Clarification;
- 1.3. Participating in Contract Negotiation and Finalization;
- 1.4. Signing petitions if the BIDDER has any petitions;
2. The Consortium Partners:
[Specify the scope of work, responsibilities of each Partner, including the Leading Partner of the Consortium and, if possible, to specify the percentage of appropriate value].

Article 3: Validity of the Consortium Agreement

1. This Consortium Agreement is valid from the date of signing.
2. This Consortium Agreement will expire in any of the following cases:
 - The Partners completed their obligations, duties and agreed to liquidate the Contract;
 - The Partners agreed to terminate this Agreement and the eligibility of the Consortium for this bidding is no longer valid;
 - Cancellation of Bidding Process of the Tender according to the notification of CLIENT.

This Consortium Agreement is made in ____ originals, each Partner will keep ____ original(s), all originals are equally valid.

LEGAL REPRESENTATIVE OF THE LEADING CONSORTIUM PARTNER

[Specify full name, title, sign and seal]

LEGAL REPRESENTATIVES OF THE CONSORTIUM PARTNERS

[Specify full name, title, sign and seal of each Consortium Partner]

BIDDING FORM - GBF-06
BID BOND FORM (NOT APPLICABLE)
Letterhead OF BANK

BID BOND TO ITB No.: PVEP-KM/DEV/2025/001

Package: _____

Date: _____

To: **KHANH MY PETROLEUM OPERATING BRANCH – PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LIMITED** (hereinafter referred to as the "CLIENT")

Basing on the fact that _____ [*name and registered head office address of the BIDDER*], (hereinafter referred to as "BIDDER"), will participate to the Bidding for your ITB No. for the [_____].

We _____ [*name of the BANK*], having registered office located at _____ [*address of registered office of the BANK*] (hereinafter referred to as "BANK"), pledge to BIDDER to secure for the BIDDER to participate in bidding for said ITB with an amount of _____ VND/USD (In words: _____)

- A. We shall immediately transfer to CLIENT the amount of money mentioned above when CLIENT notifies in writing that BIDDER breaks the requirements specified in the ITB documents⁽¹⁾.
- B. This Bid Bond is valid for 210 days from the bid closing date. Any claim of CLIENT related to this Bid Bond shall be received by [*name of the BANK*] before expiry of above mentioned validity period.
- C. Any payments made upon your request shall be net and free of and without any present and future deductions such as for the payment of any taxes, executions, duties, expenses, fees, deductions or retentions regardless of the nature thereof or the authority levying the same.
- D. The undertakings in this Bid Bond constitute direct, unconditional and irrevocable obligations on our part. We shall not be exonerated from all or any part of such obligations for any reason or cause whatsoever, such as changes in the terms and conditions of the ITB or extension of the Bid Validity Period or changes in the scope of the Project or nature of the WORK required to be executed by the BIDDER or failure to perform or the carrying out of any act or procedure by you or by a third party that would or could exempt or release us from our obligations and liabilities stipulated in this Bid Bond.
- E. All terms capitalized and not otherwise defined in this Bid Bond adopt the definitions set out in the ITB.

- F. Once signed and sealed by an authorised person of us, this Bid Bond is legally binding on us. In case of any doubt or uncertainty as to the authenticity of this Bid Bond, please contact in the address as below for verification:

Address:

Facsimile number:

Telephone number:

Attention:

Legal Representative of the BANK
[Specify name, title, sign and seal]

Notes:

(¹) If the Bidder is a Consortium and the Consortium Partners provide separate Bid Bond or one Consortium Partner provides Bid Bond for the entire Consortium, then this requirement will be amended as follows: "We shall immediately transfer to CLIENT the amount of money mentioned above when CLIENT notifies in writing that BIDDER or any Partner in BIDDER's Consortium breaks the requirements specified in the ITB documents".



BIDDING FORM - GBF-07

BIDDER'S COMPANY INFORMATION

BIDDER shall provide a succinct company profile containing as minimum information on the following:

Certification:

- a) Form and copies of company's certification including but not limited to business registration certificate or investment certificate issued pursuant to law, or a decision on establishment in the case of a domestic BIDDER which is an organization without business registration. A foreign BIDDER must have registration for its operation issued by the competent authority of the country of nationality of the BIDDER;
- a) Provide date of incorporation or registration of Bidding entity (i.e. private company, partnership, joint venture, limited company, etc.);
- b) Provide number of years established in the industry.

Power of Attorney:

Power of Attorney for BID signatory authority to bind BIDDER to fulfillment of commitments contained in its BID to perform scope of supply.

Policy & Philosophy:

A brief statement on the main operating policies/management philosophy adopted for work of this type.

Joint Execution Partner: If the BIDDER is submitting the BID as a partnership or joint venture, BIDDER shall provide:

- a) All above information for each partner or joint venture participant ("Joint Execution Partner");
- b) Provide relevant draft or final agreement / articles of association outlining the conditions of said agreement and responsibilities of the participants, including statements of Joint and Several Liability.

BIDDING FORM - GBF-08
FINANCIAL CAPABILITY (*)

No.	Description	2022	2023	2024	Remark
1	Turnover				
2	Profit before tax				
3	Profit after tax				
4	Current Assets				
5	Current Liabilities				
6	Total Assets				
7	Total Liabilities				

(*) BIDDER is requested to submit a notarized copy of the BIDDER's Annual Audited Financial Report for the years of 2022, 2023, 2024 which is audited by authorized organization in accordance with the regulation to certify the above statistics.

General Director
(or Authorized representative of the BIDDER)
[Name, title, signature and stamp if any]

DETAILED PRELIMINARY AND TECHNIAL EVALUATION CRITERIA

**PROVISION OF MANPOWER SERVICES FOR KHANH MY AND DAM DOI
FIELDS DEVELOPMENT PROJECT, BLOCK 46/13 OFFSHORE VIETNAM**

Handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.

1. PRELIMINARY EVALUATION

BIDDERS will be requested to comply with the following requirements:

No	Description	Project Requirements	Compliance	BIDDER ..		Remark
				Offered	TBE	
1	Tender Documentation	Place and time of Bid submission	Green/Red			
		Original Proposal Letter	Green/Red			
		Eligibility of Bidder	Green/Red			
		Eligibility of Consortium agreements (if any)	Green/Red			
		Original Bid Proposal	Green/Red			
		Validity of Bid Proposal	Green/Red			
		Bidder's Experience (*)	Green/Red			<i>A minimum of 3 contracts for similar scopes of work are required.</i>
2	Financial Status	Financial details are attached, and such details are acceptable to PVEP Khanh My	Green/Yellow/Red			
3	PVEP Khanh My's Terms and Conditions	Exceptions to ITB taken to Company's T&Cs acceptable to PVEP Khanh My	Green/Yellow/Red			
	CONCLUSION			TECHNICALLY ACCEPTABLE OR NOT ACCEPTABLE		

Note:

- The Preliminary Criteria will be divided into 2 categories as follows:

- For Item No. 1: These are the Essential Criteria that be defined as “MUST MEET” Criteria. Therefore, any noncompliance / deviations / exceptions to any of these criteria will cause the Bid to be disqualified.
- Related to Item No. 2 and 3: Traffic lighting methods will be used to evaluate the requirements under General Criteria with the following Technical Parity Band:

- **Yellow** : Technically Acceptable with Areas of Minor Concern

- Only Bid which passed Preliminary Evaluation shall be accepted to Technical Evaluation.

2. TECHNICAL EVALUATION

JL *AB*

Only candidates, who are concluded that "Green" or "Yellow" in the table below, shall be continued to be commercial assessment. Technical Evaluation uses point criteria as follows:

No.	TECHNICAL EVALUATION GUIDELINE	TECHNICAL BAND			BIDDER ..	
		Green	Yellow	Red	Name of Candidate	
					Proposal	Result
1	GENERAL					
1.1	Health condition/certificate		N/A			
1.2	Availability: Ready at the mobilization date not less than 14 days		N/A			
1.3	Commitment to Work (exclusive letter of personnel's bidder)					
2	PROFESSIONAL COMPETENCIES					
2.1	Education:					
2.1.1	Degree: Provide at least a professional university certificate of bachelor's degree		N/A			
2.1.2	Certificate: Provide professional Certificate based on specified requirement of each JD					
2.2	Experience in oil and gas industry and previous experience in similar position		N/A			
3	OTHER COMPETENCIES					
3.1	Communication Capabilities: Fluency in English					
3.2	Professional Software competency: Familiar with and be able to use the professional software(s)					
3.3	Teamwork Capabilities: Ability to work as a group					
3.4	Leader skill (only apply to manager/senior engineer): Ability to work independently, lead, develop team members and make a decision/resolution					
CONCLUSION						

Note

- [REDACTED] Green: Bidder comply all requirements
- [REDACTED] : Bidder comply all requirements with minor concerns;
- [REDACTED] Red: Bidder does not comply at least one requirement

2.2 TECHNICAL BIDDING FORMS

2.2	Technical Bidding Forms	
	Experiences and References	TBF-01
	Proposed Contract Personnel with confirmation	TBF-02
	Circulate Vitae	TBF-03
	Unpriced Contract Price	TBF-04
	Exceptions and Qualifications	TBF-05



Technical Bid Form TBF-01- Experiences and References.

BIDDER is requested to identify and briefly describe BIDDER’s technical capacity and ability to provide the requested services. A minimum of 3 contracts for the similar scope of work in the recent years are required.

No .	Name of contract	Name of project	Name of Investor/ Client	Value of contract	Duration of the Contract	Positions provided for the Contract
1						
2						
3						
...						

BIDDER to provide all the license required for this SERVICE. Certifications and Accreditations:
 Any relevant certifications or accreditations that demonstrate your capability and compliance with industry standards.

Technical Bid Form TBF-02 – Proposed Contract Personnel with confirmation

BIDDER to provide the confirmation of its Contract Personnel for Firm and Optional Durations. BIDDER is requested to submit the Confirmation to Bid from the proposed Contract personnel. The form can be prepared by BIDDER, however in such form, BIDDER is requested to get the approval/ agreement from the proposed personnel that such personnel is willing to work for the proposed position if selected and being aware that such personnel is applying for the required position for CLIENT. Without such form, CLIENT consider that the proposed personnel are not acceptable for further process.

BIDDER is informed that the proposed personnel can be called for interview and the selection of the proposed personnel shall depend on the presentation/ experiences/ knowledge etc. of the proposed personnel.

BIDDER is requested to ensure that the Contract Personnel (apart from the experiences/ capability required):

- must be familiar with the working conditions and the proposed Contract Personnel is in a good health condition. CONTRACTOR shall ensure that its personnel have adequate knowledge of working at the Work Sites and Offshore Facilities when necessary and required. Contract Personnel must have suitable health certificate for assigned work as well as for attending basic safety courses (Basic Offshore Safety, Sea Survival, HUET and Fire Fighting courses) as required by CLIENT.
- Contract Personnel shall be required to perform Services either at onshore or offshore locations. Contract Personnel will be transported to various locations by helicopter, car or supply boats...



Technical Bid Form TBF-03 – CURRICULUM VITAE (CV) FOR PROPOSED PERSONNEL

CV form can be amended/ varied from the below form, however detail information of qualifications/ certifications/ experiences must be presented clearly. BIDDER to refer to EXHIBIT 1 SCOPE OF WORK for more details of the Contract Personnel’s requirement. BIDDER shall provide the CVs for its Contract Personnel for Firm and Optional Durations accordingly.

All Contract Personnel must be proficient in using English for communication and working. Please provide along with all the certificates, degree if applicable.

1. **Proposed Position** [*only one candidate shall be nominated for each position, one candidate may be nominated for some tasks assigned*]: _____
2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____
3. **Name of Staff** [*Insert full name*]: _____
4. **Date of Birth**: _____ **Nationality**: _____
5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____
6. **Membership of Professional Associations**: _____
7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____
8. **Countries of Work Experience**: [*List countries where staff has worked in the last ten years*]: _____
9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____
10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:
 From [Year]: _ To [Year]: _____
 Employer: _____
 Positions held: _____

<p>11. Detailed Tasks Assigned</p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned [<i>Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.</i> <i>IT IS IMPORTANT that the staff should list ALL such relevant assignments.</i> Name of assignment or project: _____ Year: _____</p>
---	--



<p><i>[List all tasks to be performed under this assignment]</i></p>	<p>Location: _____ Client: _____ Main project features: _____ Positions held: _____ Activities performed: _____</p>
--	---

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member or authorized representative of the staff] Date: _____
Full name of authorized representative: _____
Day/Month/Year

BIDDER to ensure that all certifications of the proposed personnel must be submitted together with this form. Copy version is allowed to be submitted in the Bid proposal, however, if selected for interview, CLIENT can ask for the original version of the certifications for verification.



Technical Bid Form-04 – Unpriced Exhibit III Contract Price

BIDDER to submit an Unpriced Exhibit III – Contract Price with the format below. Please note that **no commercial value to be filled in this form**. BIDDER shall use the words “Quoted”, “Inclusive”, “No Quote” or “Not Available” where appropriate to replace the price in this Form

1. ENGINEERING TEAM

ID	Position	Qty	Requested Duration (month)	Tentative Date	Quoted
1	Engineering Lead	01	24	Jan 2026	
2	Senior Planner	01	24	Jan 2026	
3	Senior Structural Engineer	01	24	Jan 2026	
4	Lead Interface	01	24	Jan 2026	
5	Senior Pipping Engineer	01	24	Jan 2026	
6	Senior Pipeline Engineer	01	24	Jan 2026	
7	Senior Document Controller	01	24	Jan 2026	
8	Senior Electrical Engineer	01	24	Jan 2026	
9	Senior Instrument Engineer	01	24	Jan 2026	
10	Senior Process Safety Engineer	01	24	Jan 2026	
11	T&I Lead	01	24	Jan 2026	
12	Project Secretary	01	24	Jan 2026	

2. PROCUREMENT & SERVICE TEAM

ID	Position	Qty	Requested Duration (month)	Tentative Date	Quoted
13	Procurement Lead	01	24	Jan 2026	
14	Project Service Lead	01	24	Jan 2026	
15	Senior Contract Engineer	01	24	Jan 2026	
16	Senior Procurement Engineer	01	24	Jan 2026	
17	Procurement Expeditor	01	24	Jan 2026	

3. SITE TEAM

ID	Position	Qty	Requested Duration (month)	Tentative Date	Quoted
18	Construction Lead	01	24	Jan 2026	
19	Site Construction Engineer	02	12	May 2026	
20	Safety Inspectors	02	12	May 2026	
21	QA/QC Lead	01	24	Jan 2026	
22	QA/QC Supervisor	02	12	May2026	
23	QA/QC Engineer	02	12	May 2026	



ID	Position	Qty	Requested Duration (month)	Tentative Date	Quoted
24	Mechanical/Piping Inspector	03	12	May 2026	
25	E&I Inspector	02	12	May 2026	
26	Painting/Coating inspector	02	12	May 2026	
27	Material Controller	01	24	Jan 2026	
28	Welding/NDT Inspector	02	12	May 2026	

Handwritten signature

Handwritten signature



Technical Bid Form-05 – Exceptions and Qualifications

BIDDER to provide herein details of any BIDDER’s exceptions/qualifications to the contents and requirements of the DRAFT CONTRACT contained within the ITB Documents- PART 2 whether contractual, commercial or of technical for CLIENT to review.

Any exceptions/deviations are to be included in this Bid Form No.05 and are not to be raised by BIDDER in other parts of the Proposal. Others raise by BIDDER in other parts of the Proposal will not be entertained

Item No.	Section / Clause	Date	Comment By	Exception / Qualification / Reason / Alternative	Status (Open/Closed)	Cost Impact	
						Yes	No
1			BIDDER				
			CLIENT				
2			BIDDER				
			CLIENT				
3			BIDDER				
			CLIENT				
4			BIDDER				
			CLIENT				
5							
6							
7							
8							
9							
10							
11							
12							

(*) No price to be quoted in Technical (Un-price) proposal but in the Commercial (Price) proposal. BIDDER shall use the words “Quoted”, “Inclusive”, “No Quote” or “Not Available” where appropriate to replace the price in this Form TBF-05.

HL
18

Provision of Manpower Services for Khanh My and Dam Doi Fields Development Project,
Block 46/13 Offshore Vietnam

ITB No.: PVEP-KM/DEV/2025/001

PART 1 – SECTION 2 – COMMERCIAL BIDDING FORMS



PART 1

SECTION 2

PROPOSAL BIDDING FORMS

2.3 COMMERCIAL BIDDING FORMS

Handwritten initials/signature

INSTRUCTIONS FOR PROPOSAL – BID FORMS

COMMERCIAL PROPOSAL

TABLE OF CONTENTS

1. General Compensation Principals
2. Bid Forms
 - Bid Form CBF1 - Proposal for Contract Personnel
 - Bid Form CBF2 - Commercial Exception Form (Priced)
 - Bid Form CBF3 - Alternative Proposal (Priced)



1. General Instruction:

1.1 Prices format and basis of pricing

- a. BIDDER is fully understanding the required EXHIBIT I- SCOPE OF WORK, CONTRACT FORM, EXHIBIT III- CONTRACT PRICE and others requirements of the DRAFT CONTRACT. BIDDER's proposal is based on all the requirements to complete the Work; BIDDER is to ensure that price breakdown provided (CBF1) by CLIENT shall represent the compensation for the full scope required in this ITB. Any missing items in the breakdown is considered included somewhere in the other items (lumpsum part).
- b. As part of its Commercial Proposal, BIDDER shall submit a fully detailed and complete Compensation Proposal as described herein. BIDDER shall prepare and submit its prices in the format of forms provided hereunder based on CLIENT's schedule of payment proposed in to Exhibit II of the Draft Contract (Part II of the ITB), which once approved by the CLIENT shall form the basis of the prices to be included in Exhibit II - COMPENSATION of the Contract.
- c. BIDDER is to propose such prices and rates based on terms and conditions of DRAFT CONTRACT with the basis of compensation and reimbursement as specified in Exhibit II COMPENSATION thereof.
- d. All day rates are to apply pro-rata to part of a day.
- e. BIDDER shall submit its prices in Vietnamese Dong. Escalation due to currency fluctuation will not be considered.
- f. BIDDER warrants that the rates, fees and prices contained herein are inclusive of all costs incurred by BIDDER in discharging its obligations under the Contract, both those which are expressly identified and those which may be reasonably inferred from the Contract.
- g. Provision of an item or service, as required by the Contract, shall mean at BIDDER's cost, unless expressly stated otherwise.
- h. BIDDER is requested to carry out a detailed arithmetic check on all extensions, sub totals and totals to satisfy itself of the accuracy of the Compensation Proposal. BIDDER is also requested to check there is consistency between the pricing tables and that sub totals and totals have been correctly carried forward.
- i. All the blank spaces in the pricing tables shall be filled in and no revisions to the text or format of the pricing tables will be accepted. If any space is left blank, this shall mean the price is zero or included elsewhere. Regarding Rates for Resources, if the resource description is not applicable, BIDDER can include in the blank space "N/A", denoting "Not Applicable".



2. Description of Forms

The BIDDER 'commercial proposal is on a lump-sum cost basis and all-inclusive rates basis. This price shall comprise all costs whatsoever (eg. Man-hour Rate, allowance, expenses for business trips, accommodation, transportation, etc...) including but not limited to CONTRACTOR's personnel raising from performance of the Services. BIDDER is requested to review the Exhibit II thoroughly and incorporate all the requirements in the mentioned Exhibit II and Contract to propose the rates for the below Forms

1.1 Form CBF-1: Proposal for Contract Personnel

BIDDER to fill in the form in CBF-01 for the Contract Price's breakdown which once approved by CLIENT shall be incorporated into the Contract (EXHIBIT III

1.3 Form CBF-2: Commercial Exception Form (Priced)

BIDDER shall use this Bid Form CBF4 to signify whether or not it accepts the commercial requirements of the pro-forma Contract presented in the ITB Documents and if not accepting such requirements to record its commercial exceptions or qualifications together with the reason or reasons for taking such exception or qualification

Item No.	Reference (i.e. Section, Clause No., etc.)	Proposed Clarification, Exception or Deviation	Justification for Proposed Clarification, Exception or Deviation.	Cost impact, if exception is rejected by CLIENT

1.4 Form CBF-3 Alternative Proposal (Priced)

If BIDDER feels it would be advantageous to CLIENT to depart in any way from the Contract or any of the requirements, conditions and provisions set forth in the Bid Package, BIDDER is encouraged to propose such departure as an Alternative Proposal on technical/ commercial/ contractual matters other than any clarification/ exception/ deviation provided for in forms TBF12 & CBF 5.

The Alternative Proposal to, but together with, the principal Proposal, should explain in full detail the nature and extent of the proposed departure and the consequent impact on the cost(s), schedules, or any other aspect of the Proposal. Such departures, if any, shall be clearly identified and listed in the section of the Proposal devoted



explicitly to that purpose. Consideration of any Alternative Proposal shall be at the sole discretion of CLIENT.

The alternate proposal shall clearly indicate where it is at variance with the conforming proposal and CLIENT shall have no responsibility to discover any other qualification other than those listed / stated in the alternate proposal; and



FORM CBF-1 SCHEDULE OF PRICE
AND BREAKDOWN OF CONTRACT PRICE

General Notes concerning the summary build-up of the Contract Price

1. Bid Form CBF1 records the summary build-up of the Contract Price in the form and format of the price summary tables included hereunder.
2. The paper copy of Bid Form CBF1 presented herein represents a true reproduction of the electronic file to be used by BIDDER to record the summary build-up of the Contract Price. It shall be BIDDER's responsibility to ensure that the Contract Price and the prices presented in the summary build-up of the Contract Price as recorded on the paper copy of Bid Form CBF1 are a true reproduction of the electronic file.
3. BIDDER must present its Lump Sum and Unit Rate prices such that when rolled up through the proposal to the Contract Price the prices are properly and reasonably distributed across the various areas.
4. In the event that BIDDER is awarded the Contract, the tables comprising the summary build-up of the Contract Price as Bid or as may have subsequently been agreed with BIDDER through the formal bid clarification process will be included in the Contract as Exhibit III – CONTRACT PRICE
5. Price must be quoted in Vietnamese Dong.

Item	Personnel	Monthly Rate (VND)
A	ENGINEERING TEAM	
1.	Engineering Lead	<< to be offered >>
2.	Senior Planner	<< to be offered >>
3.	Senior Structural Engineer	<< to be offered >>
4.	Lead Interface	<< to be offered >>
5.	Senior Pipping Engineer	<< to be offered >>
6.	Senior Pipeline Engineer	<< to be offered >>
7.	Senior Document Controller	<< to be offered >>
8.	Senior Electrical Engineer	<< to be offered >>
9.	Senior Instrument Engineer	<< to be offered >>
10.	Senior Process Safety Engineer	<< to be offered >>
11.	T&I Lead	<< to be offered >>
12.	Project Secretary	<< to be offered >>
B	PROCUREMENT & SERVICE TEAM	
13.	Procurement Lead	<< to be offered >>
14.	Project Service Lead	<< to be offered >>
15.	Senior Contract Engineer	<< to be offered >>
16.	Senior Procurement Engineer	<< to be offered >>

JL *H*

Item	Personnel	Monthly Rate (VND)
17.	Procurement Expeditor	<< to be offered >>
C	SITE TEAM	
18.	Construction Lead	<< to be offered >>
19.	Site Construction Engineer	<< to be offered >>
20.	Safety Inspectors	<< to be offered >>
21.	QA/QC Lead	<< to be offered >>
22.	QA/QC Supervisor	<< to be offered >>
23.	QA/QC Engineer	<< to be offered >>
24.	Mechanical/Piping Inspector	<< to be offered >>
25.	E&I Inspector	<< to be offered >>
26.	Painting/Coating inspector	<< to be offered >>
27.	Material Controller	<< to be offered >>
28.	Welding/NDT Inspector	<< to be offered >>



FORM CBF-2 - COMMERCIAL EXCEPTION FORM (PRICED)

Bidder shall specify its qualification of, exception to, or deviation from, the ITB and the Draft Contract in the form (priced) provided hereunder:

Item No.	Reference (i.e. Section, Clause No., etc.)	Proposed Clarification, Exception or Deviation	Justification for Proposed Clarification, Exception or Deviation	Cost Impact, if exception is rejected by CLIENT

CLIENT shall assume Bidder’s acceptance to the CLIENT’s requirements, terms and conditions of the Bid document should there is no qualifications/ exceptions are submitted in accordance with the above provided forms.



FORM CBF-3 ALTERNATIVE PROPOSAL (PRICED)

CLIENT shall assume BIDDER's acceptance to the CLIENT's requirements, terms and conditions of the Bid document should there is no qualifications/ exceptions are submitted in accordance with the above provided forms.

<i>ITB Reference</i>	<i>Description of Proposed Alternative including suggested modification to the ITB Documents</i>	<i>Reason for Proposing Alternative</i>	<i>Effect on Quotation if Alternative is Accepted</i>	
			<i>Price</i>	<i>Schedule</i>
			(*)	
			(*)	
			(*)	
			(*)	

(*) BIDDER to quote price here

4. CHECK LIST FORM

HL 1/6

FORM A
CHECK LIST FORM

	REQUIREMENT	C or X **	BIDDER'S OPTION/COMMENTS/EXCEPTI ON
A. ARTICLES			
1. Article 1	Interpretation of Contract		
2. Article 2	Definitions		
3. Article 3	Duration of Contract (Not applicable)		
4. Article 4	Contract Price		
5. Article 5	Responsibility of Contractor to Inform Itself		
6. Article 6	Responsibility of Contractor to Inform Client		
7. Article 7	Invoicing and Payment		
8. Article 8	Bank Guarantee/Performance Guarantee		
9. Article 9	Taxes and Duties		
10. Article 10	Insurance		
11. Article 11	Liabilities and Indemnities		
12. Article 12	Acceptance		
13. Article 13	Warranty		
14. Article 14	Contractor's Obligation		
15. Article 15	Client's Obligation		
16. Article 16	Actions on Behalf of Client		
17. Article 17	Client's Contract Administration and Representative(s)		
18. Article 18	Contractor's Contract Administration and Representative(s)		
19. Article 19	Liens and Claims		
20. Article 20	Safety, Health, Fire, Environmental Protection and Security Regulations		
21. Article 21	Default of Contractor		
22. Article 22	Provision for Suspension of Works		
23. Article 23	Provision for Termination of Contract		
24. Article 24	Sub-contracts and Assignment		
25. Article 25	Access and Audit Rights		
26. Article 26	Changes		
27. Article 27	Liquidated Damages		
28. Article 28	Force Majeure		
29. Article 29	Conflict of Interest		
30. Article 30	Waivers		
31. Article 31	Confidentiality		
32. Article 32	Arbitration		
33. Article 33	Compliance with Law		
34. Article 34	Governing Law and Language		
35. Article 35	Patents and Other Proprietary Rights		
36. Article 36	Entire Agreement		
37. Article 37	Non-exclusive Agreement		
38. Article 38	Independent Contractor		
39. Article 39	Survival of Obligations		
40. Article 40	Limitation of Liability		

	REQUIREMENT	C or X **	BIDDER'S OPTION/COMMENTS/EXCEPTI ON
A. ARTICLES			
41. Article 41	Notices		
42. Article 42	Title		
43. Article 43	Severability		
B. EXHIBIT			
44. Exhibit I	Scope of Works		
45. Exhibit II	Administrative Procedures		
46. Exhibit III	Contract Price Schedule		
47. Exhibit IV	Bank Guarantee Format		
48. Exhibit V	Performance Guarantee Format		
49. Exhibit VI	Health, Safety and Environment Requirement		
50. Exhibit VII	Contractor's Performance Appraisal		
51. Exhibit VIII	Confidentiality		
52. Exhibit IX	Change Order Procedures		

C: Comply

X: Not comply

JL *KG*

FORM B – PROPOSAL BRIEF

Item	Position	Consultants name	Date of Birth	Nationality	GENERAL			PROFESSIONAL COMPETENCIES				OTHER COMPETENCIES				Remark
					Health condition/certificate	Availability	Commitment to Work	Education		Experience (in position proposal)	Communication Capabilities	Professional Software competency	Teamwork Capabilities	Leader skill (only apply to manager/senior engineer);		
							Degree	Certificate								
1	Engineering Lead	Donald Trump Xi Jinping	14-Jun-1946 15 Jun 1953	United State of American China	FV Hospital FV Hospital	Ready at the mobilization date in 14 days Ready at the mobilization date in 14 days	Have the exclusive letter of personnel or not Have the exclusive letter of personnel or not	University of Pennsylvania Tsinghua University	Negotiation in Business Negotiation in Business	12 12	Fluency in English/Chinese Fluency in English/Chinese	lets 7.0	Familiar with and be able to use the professional software(s) Familiar with and be able to use the professional software(s)	Ability to work as a group Ability to work as a group	Ability to work independently, lead, develop team members and make a decision/resolution Ability to work independently, lead, develop team members and make a decision/resolution	For example only. For example only.
2																
3																
4																
5																

FL

JK



**KHANH MY PETROLEUM OPERATING BRANCH –
PETROVIETNAM EXPLORATION PRODUCTION CORPORATION
LIMITED**

And

.....

For

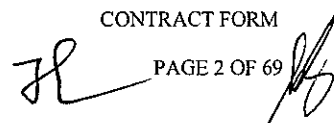
**PROVISION OF MANPOWER SERVICES FOR KHANH MY AND
DAM DOI FIELDS DEVELOPMENT PROJECT, BLOCK 46/13
OFFSHORE VIETNAM**

CONTRACT No.: PVEP-KM/DEV/2025/001

HL *KG*

TABLE OF CONTENT

<u>TITLE</u>	<u>PAGE</u>
PREAMBLE	4
ARTICLE 1 – INTERPRETATION OF CONTRACT	5
ARTICLE 2 – DEFINITIONS	7
ARTICLE 3 – DURATION OF CONTRACT	11
ARTICLE 4 – CONTRACT PRICE	12
ARTICLE 5 – RESPONSIBILITY OF CONTRACTOR TO INFORM ITSELF	13
ARTICLE 6 – RESPONSIBILITY OF CONTRACTOR TO INFORM CLIENT	14
ARTICLE 7 – INVOICING AND PAYMENT	15
ARTICLE 8 – BANK GUARANTEE	18
ARTICLE 9 – TAXES AND DUTIES	19
ARTICLE 10 – INSURANCE	24
ARTICLE 11 – LIABILITIES AND INDEMNITIES	26
ARTICLE 12 – ACCEPTANCE OF SERVICES	28
ARTICLE 13 – WARRANTY	29
ARTICLE 14 – CONTRACTOR’S OBLIGATION	30
ARTICLE 15 – CLIENT’S OBLIGATION	35
ARTICLE 16 – ACTIONS ON BEHALF OF CLIENT	36
ARTICLE 17 – CLIENT’S CONTRACT ADMINISTRATOR AND REPRESENTATIVE(S)	37
ARTICLE 18 – CONTRACTOR’S CONTRACT ADMINISTRATOR AND REPRESENTATIVE	38
ARTICLE 19 – LIENS AND CLAIMS	39
ARTICLE 20 – HEALTH, SAFETY AND ENVIRONMENT REQUIREMENT	40
ARTICLE 21 – DEFAULT OF CONTRACTOR	43
ARTICLE 22 – PROVISION FOR SUSPENSION OF SERVICES	44
ARTICLE 23 – PROVISION FOR TERMINATION OF CONTRACT	45
ARTICLE 24 – SUB-CONTRACTS AND ASSIGNMENT	48
ARTICLE 25 – ACCESS AND AUDIT RIGHTS	49
ARTICLE 26 – CHANGES	50
ARTICLE 27 – LIQUIDATED DAMAGES	51
ARTICLE 28 – FORCE MAJEURE	52



ARTICLE 29 – CONFLICT OF INTEREST	54
ARTICLE 30 – WAIVERS	55
ARTICLE 31 – CONFIDENTIALITY	56
ARTICLE 32 – ARBITRATION	57
ARTICLE 33 – COMPLIANCE WITH LAW	58
ARTICLE 34 – GOVERNING LAW AND LANGUAGE.....	59
ARTICLE 35 – PATENTS AND OTHER PROPRIETARY RIGHTS	60
ARTICLE 36 – ENTIRE AGREEMENT.....	61
ARTICLE 37 – NON-EXCLUSIVE AGREEMENT.....	62
ARTICLE 38 – INDEPENDENT CONTRACTOR.....	63
ARTICLE 39 – SURVIVAL OF OBLIGATIONS	64
ARTICLE 40 – LIMITATION OF LIABILITY	65
ARTICLE 41 – NOTICES	66
ARTICLE 42 - TITLE	67
ARTICLE 43 - SEVERABILITY	68

EXHIBITS

EXHIBIT I	SCOPE OF WORK
EXHIBIT II	ADMINISTRATION PROCEDURES
EXHIBIT III	CONTRACT PRICE SCHEDULE
EXHIBIT IV	BANK GUARANTEE FORMAT
EXHIBIT V	PERFORMANCE GUARANTEE FORMAT
EXHIBIT VI	HEALTH, SATETY AND ENVIRONMENT REQUIREMENT
EXHIBIT VII	CONTRACTOR’S PERFORMANCE APPRAISAL – NOT APPLICABLE
EXHIBIT VIII	CONFIDENTIALITY
EXHIBIT IX	CHANGE ORDER PROCEDURES

PREAMBLE

This Contract (hereinafter referred to as "CONTRACT") is made and entered into this day of 2025 effective as of the day of 2025 ("Effective Date") between:

KHANH MY PETROLEUM OPERATING BRANCH- PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LIMITED, a company organized and existing under the Laws of S.R Vietnam and having its registered address at the 19th Floor, Victory Tower, 12 Tan Trao Str., Tan My Ward, Ho Chi Minh City, S.R. Vietnam, (hereinafter referred to as "CLIENT") of the first part;

And

_____ , a company incorporated under the laws of _____ having its registered office at _____ and place of business at _____ (hereinafter referred to as "CONTRACTOR") of the second part. (Hereinafter the parties of the first and second parts shall be referred to singularly as "Party" and collectively as "Parties").

WHEREAS : CLIENT, pursuant to various Production Sharing Contracts entered into with PETROVIETNAM (Vietnam National Industry - Energy Group) is appointed as Authorized Operator's Attorney for the exploration, development and production of hydrocarbons for oil and gas fields offshore Vietnam.

WHEREAS : CLIENT in connection with its activities as aforesaid, desires to carry out the field development and associated operations in the Area of Operations and to enter into this CONTRACT with CONTRACTOR for the purpose of carrying out said operations; and

WHEREAS : CLIENT requires the **PROVISION OF MANPOWER SERVICES FOR KHANH MY AND DAM DOI FIELDS DEVELOPMENT PROJECT, BLOCK 46/13 OFFSHORE VIETNAM** (hereinafter referred to as the "SERVICES" or "WORKS") as described in the **EXHIBITS** (attached hereto and made a part hereof) and in accordance with the terms of this CONTRACT;

WHEREAS : CONTRACTOR is engaged in such specialized operations and represents that it has adequate resources and equipment in good working order and fully trained personnel capable of operating such equipment in a safe and efficient manner and that it is willing to carry out the said activities and services for CLIENT and to provide **PROVISION OF MANPOWER SERVICES FOR KHANH MY AND DAM DOI FIELDS DEVELOPMENT PROJECT, BLOCK 46/13 OFFSHORE VIETNAM** detailed in the relevant **EXHIBITS** attached hereto.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the Parties hereto agree as follows:

ARTICLE 1 – INTERPRETATION OF CONTRACT

1.1 The following documents together constitute this CONTRACT:

CONTRACT FORM	ARTICLES 1 TO 43 INCLUSIVE
EXHIBIT I	SCOPE OF WORK
EXHIBIT II	ADMINISTRATION PROCEDURES
EXHIBIT III	CONTRACT PRICE SCHEDULE
EXHIBIT IV	BANK GUARANTEE FORMAT
EXHIBIT V	PERFORMANCE GUARANTEE FORMAT
EXHIBIT VI	HEALTH, SATETY AND ENVIRONMENT REQUIREMENT
EXHIBIT VII	CONTRACTOR’S PERFORMANCE APPRAISAL
EXHIBIT VIII	CONFIDENTIALITY
EXHIBIT IX	CHANGE ORDER PROCEDURES

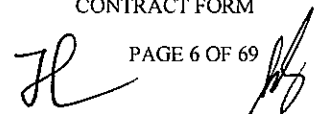
In the event of any ambiguity, inconsistency or conflict between the provisions of the **CONTRACT FORM** and **EXHIBITS** listed above, the **CONTRACT FORM** shall take precedence and prevail over the **EXHIBITS**.

In the event of any ambiguity, inconsistency or conflict between the provisions of the **EXHIBITS**, CLIENT shall decide the order of prevalence amongst the **EXHIBITS**.

- 1.2 Any reference or details provided in any one of the above documents but not in others shall be taken as read in all documents of this CONTRACT.
- 1.3 All standards, codes, specifications, drawings, instructions, and other documents that are referred to in the **EXHIBITS** shall be deemed incorporated herein by reference and made a part of the CONTRACT.
- 1.4 None of the documents herein before mentioned shall be used by CONTRACTOR for any purpose other than for this CONTRACT.
- 1.5 Unless otherwise specified by CLIENT, any reference to time period shall be deemed to be based on calendar days.
- 1.6 All headings, indexes, titles, subtitles, subheadings, words that are bold, italic, capitalised or otherwise emphasised of the CONTRACT are used for convenience and ease of reference only and should not be taken into consideration in the interpretation or construction of the CONTRACT.
- 1.7 All correspondences, documentations, and discussions with respect to the CONTRACT and the SERVICES are to be in the English Language.
- 1.8 All instructions, notifications, agreements, authorisations, approvals and acknowledgements shall be in writing (whether by mail or by fax).

- 1.9 Any review, approval, acknowledgement or certificate given by CLIENT shall not relieve the CONTRACTOR from any liability or obligation under the CONTRACT.
- 1.10 Words importing the singular only also include the plural and vice versa where the context so requires.
- 1.11 A reference to “include” or “including” means including and without limitation and any word specified after the word “include” or its other grammatical forms shall not limit what else is included.

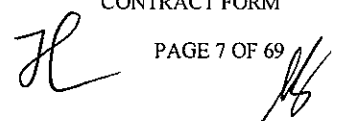
END OF ARTICLE

Handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.

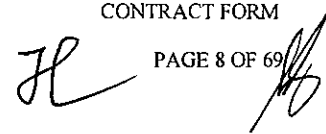
ARTICLE 2 – DEFINITIONS

The following definitions shall apply to this CONTRACT except where the context otherwise requires:

- 2.1 **"Affiliate" or "Affiliated Company"** means any company or other entity that directly or indirectly through one or more intermediary controls or is controlled by or is under common control with a Party to this CONTRACT. "Control" in this context means ownership of more than fifty percent (50%) of the voting stock of the controlled company or the direct or indirect right to determine its actions by contract or otherwise.
- 2.2 **"Approved" and "Approval"** wherever used means approved and/or approval in writing including subsequent written confirmations of previous verbal approvals by (where provided for under this CONTRACT) made by CLIENT.
- 2.3 **"Area of Operations"** means those areas of the seabed and subsoil beneath the territorial waters and the continental shelf off Vietnam in which CLIENT is entitled to conduct operations relating to the exploration and production of hydrocarbons.
- 2.4 **"Applicable Laws"** means in relation to any person, property or circumstance, statutes (including regulations enacted thereunder); decrees, laws, ordinances, by-laws, judgments and orders of courts of competent jurisdiction; rules, regulations and orders issued by government agencies, federal, national and/or local authorities and other regulatory bodies and/or other agencies having jurisdiction over the Work Site and/or the Parties; and regulatory approvals, permits, licenses, approvals and authorizations which are applicable to such person, property or circumstance.
- 2.5 **"CLAIM"** means any claim, demand, cause of action, proceedings, judgments, award (including reasonable legal fees, costs and expenses and reasonable sums paid by way of settlement or compromise), liability, loss, expense, penalty, fine and damages and the like arising from, relating to, or in connection with the performance, mis-performance or non-performance of this CONTRACT.
- 2.6 **"CLIENT"** means KHANH MY PETROLEUM OPERATING BRANCH-PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LIMITED and includes its consultants, agents, officers and employees.
- 2.7 **"CLIENT Contract Administrator"** means CLIENT's personnel as defined in ARTICLE headed as **"CLIENT'S CONTRACT ADMINISTRATOR AND REPRESENTATIVE(S)"**.
- 2.8 **"CLIENT Equipment"** means the equipment and other related parts, spares and other materials to be provided by CLIENT.
- 2.9 **"CLIENT GROUP"** means CLIENT, its Co-Venturers, its and their respective Affiliates, its and their respective directors, officers and employees of the aforesaid but shall not include any member of the CONTRACTOR GROUP.
- 2.10 **"CLIENT Representative"** means CLIENT's representative as defined in ARTICLE headed as **"CLIENT'S CONTRACT ADMINISTRATOR AND REPRESENTATIVE(S)"**.



- 2.11 "**Change Order**" means a document to be issued by CLIENT which sets forth changes in the SERVICES and adjustments to the CONTRACT Price or Schedule or both, and which sets forth the basis on which CONTRACTOR will be compensated for the change, if applicable.
- 2.12 "**CONTRACT**" means the terms and conditions of this **CONTRACT FORM**, and the **EXHIBITS**, references and documents attached hereto or incorporated by reference including any subsequent amendments to them.
- 2.13 "**CONTRACT Price**" means the agreed compensation to be paid to CONTRACTOR in a prescribed method as specified and qualified in **EXHIBIT III – CONTRACT PRICE SCHEDULE**.
- 2.14 "**CONTRACTOR**" means the Party entering into the CONTRACT with CLIENT for the delivery of the performance of the SERVICES or part thereof as set forth in the CONTRACT and includes the CONTRACTOR Personnel, representatives, successors and such other persons or body of persons to whom the CONTRACTOR has assigned this CONTRACT.
- 2.15 "**CONTRACTOR GROUP**" means the CONTRACTOR, its Sub-contractors, its and their Affiliates, its and their respective directors, officers and employees but shall not include any member of CLIENT GROUP.
- 2.16 "**CONTRACTOR Contract Administrator**" means CONTRACTOR's Personnel as defined in **ARTICLE** headed as "**CONTRACTOR'S CONTRACT ADMINISTRATOR AND REPRESENTATIVE**".
- 2.17 "**CONTRACTOR Representative**" means CONTRACTOR's representative as defined in **ARTICLE** headed as "**CONTRACTOR'S CONTRACT ADMINISTRATOR AND REPRESENTATIVE**".
- 2.18 "**CONTRACTOR Personnel**" means all personnel provided by CONTRACTOR in the performance of the SERVICES as defined in **ARTICLE** headed as "**CONTRACTOR'S OBLIGATION**" and more specifically described in **EXHIBIT I – SCOPE OF WORKS**
- 2.19 "**Co-Venturers**" means any parties having a legal interest in the operation of CLIENT to which the SERVICES or part thereof relates including but not limited to PETROVIETNAM EXPLORATION & PRODUCTION CORPORATION.
- 2.20 "**Day**" or "**day**" means a calendar day. All day shall end at 24:00 local time at the relevant location in relation to which term "Day" or "day" is used, unless otherwise specified.
- 2.21 "**Demobilization Site**" means the site designated in **EXHIBIT I – SCOPE OF WORKS** where the CONTRACT Personnel who is released by CLIENT upon the completion of a part or whole part of SERVICES.
- 2.22 "**Drawings**" or "**Documentation**" means sketches, drawings, reports, manuals, procedures and recommendations of any portion of the SERVICES or part thereof.
- 2.23 N/a.



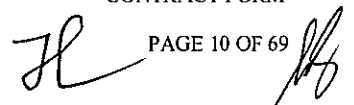
- 2.24 **"Expert"** means a person or company mutually agreed upon by CLIENT and CONTRACTOR to give a technical opinion in order to expedite settlement of any particular matter as described in **ARTICLE** head as **"ARBITRATION"**.
- 2.25 **"Gross Negligence"** means (i) any act or failure to act which seriously or substantially deviates from a prudent course of action or (ii) any act or omission in violation of the most elementary rules of diligence which a conscientious contractor in the same position and under the same circumstances would have followed or (iii) such wanton and reckless conduct or omission as constitutes in effect an utter disregard for foreseeable, harmful and avoidable consequences.
- 2.26 **"Party"** or **"Parties"** means CLIENT and/or CONTRACTOR who have their obligations pursuant to this CONTRACT.
- 2.27 **"Mobilization Date"** means the date of CONTRACTOR Equipment and/ or CONTRACTOR Personnel is to be mobilized to the Mobilization Site.
- 2.28 **"Mobilization Site"** means the site designated in **EXHIBIT I – SCOPE OF WORKS** where the CONTRACTOR Personnel as specified in **EXHIBIT I** are to be made available and delivered by CONTRACTOR to CLIENT for the performance of the **SERVICES**.
- 2.29 **"Specification"** means a collection of documents, standards and codes to which the **SERVICES** must conform to.
- 2.30 **"SERVICES"** means the activities or services to be performed and rendered by CONTRACTOR or its Sub-contractor as expressly set forth in the CONTRACT and all of CONTRACTOR's activities that are reasonably inferable from the description of the **SERVICES**. This shall include **SERVICES** or services performed pursuant to any authorization for **SERVICES**, services or changes, which may be issued to CONTRACTOR from time to time and shall therein become part of the Scope of Services whereby all terms & conditions of this CONTRACT shall govern.
- 2.31 **"Standard"** means any description of a technical nature of materials, engineering methods and techniques, equipment, construction systems and methods, specifications, plans, workmanship or otherwise defining a result to be achieved or method to be followed.
- 2.32 **"Sub-contract"** means any contract between CONTRACTOR and any other third party or parties as Approved in writing by CLIENT for the performance of any portion of the **SERVICES** or any part thereof.
- 2.33 **"Sub-contractor"** means any third party or parties having a subcontract with CONTRACTOR as Approved in writing by CLIENT for the performance of any portion of the **SERVICES** or any part thereof.
- 2.34 **"Third Party"** means any person, association of person, company or other body corporate or commercial entity of whatever character, other than any member of CONTRACTOR GROUP and any member of CLIENT GROUP.
- 2.35 **"Wilful Misconduct"** means conscious wilful act or conscious wilful failure to act deliberately committed by a member of CONTRACTOR covered parties, or CLIENT

covered parties, as the case may be, which is intended to cause harm or injury to persons or property.

2.36 **"Work Site"** means the areas, places either onshore or offshore as designated by CLIENT where the SERVICES are to be performed.

2.37 **"Writing(s)"** means all printed or hand-written documentation including but not limited to all telexes, cables and similar items. All requests, approvals, notices and agreements required under this CONTRACT shall be in writing.

END OF ARTICLE

Handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.

ARTICLE 3 – DURATION OF CONTRACT

Subject to termination provision provided under **ARTICLE 23 – “PROVISION FOR TERMINATION OF CONTRACT”**, this CONTRACT shall commence on the Effective Date stipulated in the preamble and shall remain valid until CONTRACTOR fulfil all obligations and responsibilities under this CONTRACT.

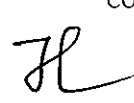
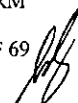
END OF ARTICLE

HL *AB*

ARTICLE 4 – CONTRACT PRICE

- 4.1 For the satisfactory performance of the SERVICES in accordance with the CONTRACT, CLIENT shall pay CONTRACTOR the lump sum amounts and/or unit rates detailed in the **EXHIBIT III – CONTRACT PRICE SCHEDULE**. This compensation may be adjusted by the use of Change Orders, as described in and subject to the provision of **ARTICLE 26 – “CHANGES”**.
- 4.2 If CONTRACTOR fails to complete SERVICES, then as payment of damages to CLIENT, CONTRACTOR shall pay CLIENT the amount detailed in **ARTICLE 27 – “LIQUIDATED DAMAGE”**.
- 4.3 Except as expressly provided in this CONTRACT, the CONTRACT Price shall remain unchanged throughout the duration of this CONTRACT and shall not be subjected to change for any reason whatsoever including but not limited to cost escalation or currency fluctuations.
- 4.4 CONTRACTOR shall be responsible for and pay at its own expense (when due and payable) all taxes and duties relating to the SERVICES as specified in **ARTICLE 9 – “TAXES AND DUTIES”**.


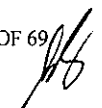
END OF ARTICLE

ARTICLE 5 – RESPONSIBILITY OF CONTRACTOR TO INFORM ITSELF

- 5.1 The CONTRACTOR shall be deemed to have:
- (a) Carefully read the CONTRACT documents to determine all the necessary services, labour, equipment and materials required for the performance of the SERVICES;
 - (b) Familiarise itself with the Work Site, any restrictions applicable to or associated with the site whether imposed by any authority or third party and all ingress and egress from it;
 - (c) Obtain for itself in advance a full understanding and knowledge of the nature and scope of the SERVICES and of the conditions under which the SERVICES will be carried out.
- 5.2 Any information that CLIENT decides to give to the CONTRACTOR shall be information that is reasonably available to CLIENT at the material time.
- 5.3 The CONTRACTOR assumes total responsibility for all SERVICES including SERVICES, which is based upon data and information not contained in the CONTRACT or any conclusions, interpretations or SERVICES by the CONTRACTOR in applying the data, information and requirements contained in the CONTRACT.
- 5.4 No additional payment beyond what has been agreed in the CONTRACT will be paid to the CONTRACTOR due the CONTRACTOR's lack of understanding of the nature and scope of the SERVICES which a reasonably prudent CONTRACTOR should have determined and understood in advance, or due to the CONTRACTOR's conclusions or interpretations of any data or information.
- 5.5 Any failure by the CONTRACTOR to take account of matters, which may affect the SERVICES, will not relieve the CONTRACTOR from its obligations under the CONTRACT.

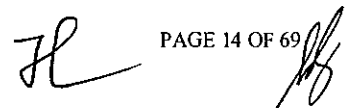
END OF ARTICLE

ARTICLE 6 – RESPONSIBILITY OF CONTRACTOR TO INFORM CLIENT


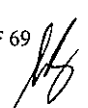
- 6.1 The CONTRACTOR shall notify CLIENT without undue delay of all things that are or may appear to be:
- (a) in conflict with Applicable Law; or
 - (b) deficiencies, omissions, contradictions or ambiguities in the CONTRACT.
- 6.2 Failure to so notify shall be deemed to be the CONTRACTOR's confirmation that there are no conflicts, deficiencies, omissions, contradictions or ambiguities in the CONTRACT. However, if CLIENT does receive such notice, CLIENT will review these items and issue the necessary instructions before the CONTRACTOR proceeds with any part of the SERVICES affected. The CONTRACTOR shall not proceed with the SERVICES prior to the receipt of such instructions.
- 6.3 CONTRACTOR shall notify CLIENT immediately of any impending or actual stoppages of SERVICES, industrial disputes or other matters affecting or likely to affect the performance of the SERVICES.
- 6.4 The CONTRACTOR shall keep CLIENT fully informed of the progress of the SERVICES and shall comply with the reporting requirements as set out by CLIENT.
- 6.5 Without prejudice to the foregoing, CONTRACTOR shall request in a timely manner, any information or detailed drawings it requires from CLIENT for the performance of the SERVICES under this CONTRACT and CLIENT shall use its best endeavours to respond promptly to such request.

END OF ARTICLE

Handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.

ARTICLE 7 – INVOICING AND PAYMENT

- 7.1 At the beginning of each calendar month, CONTRACTOR shall invoice CLIENT for SERVICES performed during the previous month. The invoice may include any amounts due to CONTRACTOR which has not been invoiced previously, as well as charges, if any, made by CONTRACTOR for expenditure on CLIENT's behalf. Expenditures on CLIENT's behalf shall be authorized in writing by CLIENT Contract Administrator before being incurred.
- 7.2 All invoices claimed by CONTRACTOR shall be itemized as being directly associated with the CONTRACT and shall be verified and signed by the authorized signatory designated in **ARTICLE 18** entitled "**CONTRACTOR'S CONTRACT ADMINISTRATION AND REPRESENTATIVE**" hereof prior to submission to CLIENT for payment. Invoicing for SERVICES performed shall be kept current at all times. All invoices submitted shall comply with the requirement of **EXHIBIT II – ADMINISTRATION PROCEDURES**.
- 7.3 Any charges made by CONTRACTOR for items reimbursable at actual cost under this CONTRACT or payments made on CLIENT's behalf shall be net of all discounts and allowances, whether or not taken by CONTRACTOR plus appropriate handling cost as specified in **EXHIBIT IV** and be supported by sufficient documentation to fully support such reimbursement and permit verification thereof by CLIENT.
- 7.4 Invoices shall indicate the CONTRACT number and title and shall be submitted in one (1) original and one (1) copy each complete with the necessary documentation required by CLIENT and shall be addressed to:
- KHANH MY PETROLEUM OPERATING BRANCH- PETROVIETNAM
EXPLORATION PRODUCTION CORPORATION LIMITED
- The 19th Floor Victory Tower
12 Tan Trao Str., Tan My Ward,
Ho Chi Minh City, S.R Vietnam
Tel: (84-28) 3638 0789 Fax: (84-28) 3963 6633
- Attn: Manager, Finance & Accounts**
- 7.5 Payments of undisputed invoiced items shall be made on or before the forty-fifth (45th) day after receipt thereof. If the forty-fifth (45th) day falls on a Sunday or a gazetted public holiday, the next working day shall be deemed to be the due day for payment. Payments in respect of disputed items may be withheld by CLIENT until the settlement of the dispute by mutual agreement. Payments made by CLIENT shall not preclude the right of CLIENT to thereafter dispute any of the items invoiced.
- 7.6 Payments in respect of disputed items may be withheld by CLIENT until the settlement of the dispute by mutual agreement. In the event that CLIENT disputes any item on a particular invoice, CLIENT shall be entitled to withhold from payment only the actual amount in dispute and CLIENT shall inform CONTRACTOR of the disputed items within thirty (30) calendar days of the receipt by CLIENT of that particular invoice.
- 7.7 CLIENT shall be entitled to withhold payment if any of CONTRACTOR's invoices do not include the supporting documentation required by CLIENT.

7.8 As a condition precedent to making any payments to CONTRACTOR, CONTRACTOR shall, if requested by CLIENT provide satisfactory evidence that the payment for all labour, materials, equipment and other obligations arising out of the performance of this CONTRACT have been fully specified and discharged.

If CLIENT receives a bona fide claim from CONTRACTOR's suppliers or Sub-contractors that they have not been paid by CONTRACTOR for SERVICES done or material furnished in connection with the performance of SERVICES under this CONTRACT, CLIENT shall first consult with CONTRACTOR with respect to such complaint. If after such consultation, CLIENT is of the reasonable opinion that such complaint is valid, CLIENT shall be entitled to withhold such amounts from payments due to CONTRACTOR under this CONTRACT until CONTRACTOR discharges such claims whereupon CLIENT will immediately release such sums withheld to CONTRACTOR.

7.9 Payment due to CONTRACTOR may be withheld by CLIENT on account of defective SERVICES done and not remedied by CONTRACTOR, unsatisfactory performance of the CONTRACT, the filing of claims against CLIENT caused by acts or omissions of CONTRACTOR or failure of CONTRACTOR to pay amounts when due for labour or materials used by CONTRACTOR in performing SERVICES or amount due to CONTRACTOR's Sub-contractors(s) on SERVICES.

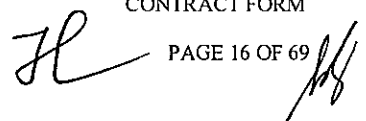
7.9 As a condition precedent to making any payments to CONTRACTOR, CONTRACTOR shall, if requested by CLIENT provide satisfactory evidence that payment due for all labour, materials, equipment and other obligations arising out of the performance of this CONTRACT have been fully satisfied and discharged.

7.10 CLIENT shall have the right to deduct any monies due to the CONTRACTOR under this CONTRACT in the event and on proof of default in payment of wages by CONTRACTOR for settlement of such claim. Such payment shall be deemed to be payment made to the CONTRACTOR by CLIENT under and by virtue of this CONTRACT.

7.11 If and when the cause or causes for withholding any such payment has/have been remedied or removed by CONTRACTOR and satisfactory evidence of such remedy or removal has been presented to CLIENT, the payments withheld shall be made forthwith by CLIENT.

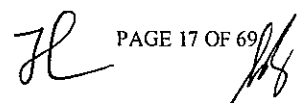
7.12 If CONTRACTOR fails to take appropriate remedial action or refuses to remedy or remove any cause for withholding such payments within forty-five (45) calendar days after delivery written notice to CONTRACTOR by CLIENT, CLIENT shall be entitled to cause the same to be remedied or removed on its own and may deduct the cost including the expenses thereby incurred by CLIENT from any amounts due or owing or which may become due or owing to the CONTRACTOR under the CONTRACT provided always that this provision shall not affect any other remedy to which CLIENT may be entitled to for the recovery of such sums.

7.13 For delay in completion of SERVICES due to CONTRACTOR's and/or its Sub-Contractors' negligence, CLIENT shall have the right to deduct any payment to amount of liquidated damages as provided in **ARTICLE 27** entitled "**LIQUIDATED DAMAGES**", or adjust the CONTRACT Price in accordance with **ARTICLE 4.2**.



- 7.14 Upon notification of any erroneous billings made by or payments made to CONTRACTOR by CLIENT, CONTRACTOR shall within fourteen (14) days, make appropriate adjustments therein and reimburse to CLIENT any amounts of over-payment still outstanding as reflected by said adjustments. Notwithstanding the foregoing, CLIENT shall be entitled to deduct such amount from payment due to CONTRACTOR. Accordingly, CLIENT shall pay CONTRACTOR any amount of under-payment subject to verification thereof.
- 7.15 Payment made under this CONTRACT shall not preclude the right of CLIENT to thereafter dispute any of the items invoiced and shall not constitute an admission by CLIENT as to the performance by CONTRACTOR of its obligations hereunder and in no event shall any such payment affect the warranty obligations of CONTRACTOR. Any payments withheld shall be without prejudice to any other rights or remedies available to CLIENT.
- 7.16 CLIENT shall not be responsible and liable to pay any invoice(s) received later than three (3) months from CONTRACTOR after Termination of this CONTRACT for the performance of the SERVICES.
- 7.17 All invoices, financial settlements and billings by CONTRACTOR to CLIENT shall reflect properly the facts relating to all activities and transactions handled for CLIENT's account.
- 7.18 All payments to Domestic CONTRACTOR by CLIENT under the terms of this CONTRACT shall be made in Vietnam Dong (VND).
- 7.19 All payments to CONTRACTOR shall be made to:
- BENEFICIARY NAME:
BANK NAME AND ADDRESS : _____
ACCOUNT NUMBER : _____


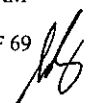
END OF ARTICLE



ARTICLE 8 – BANK GUARANTEE (NOT APPLICABLE)

- 8.1 CONTRACTOR shall furnish to CLIENT an irrevocable first call and unconditional Bank Guarantee in the format set out in **EXHIBIT IV** of this CONTRACT amounting to ten percent (10%) of the CONTRACT value, issued by a reputable bank and acceptable to CLIENT within thirty (30) days of the award of this CONTRACT to guarantee the due performance by the CONTRACTOR of its obligations under this CONTRACT. The expiry date of this Bank Guarantee shall be not earlier than three (03) months after the end of the CONTRACT and any extension thereto. Such guarantee shall be binding notwithstanding such variation, alterations or extensions of time as may be made, given, conceded or agreed under this CONTRACT. The expense of preparing, completing and stamping such instrument shall be borne by CONTRACTOR.
- 8.2 Should the expiry date of the Bank Guarantee required to be furnished pursuant to the foregoing **ARTICLE 8.1** occur before the expiry period mentioned above, the CONTRACTOR shall provide, at least fourteen (14) days before the expiry date, a fresh guarantee in the form similar to and in the amount of those previously provided, except for a revised date of expiry which shall not be earlier than three (3) months after the end of the CONTRACT or any extension thereto. Should CONTRACTOR fail to provide the fresh guarantee as required, CLIENT shall, without prejudice to all its other rights under the CONTRACT or in law, have the right at any time to invoke the Bank Guarantee referred to in **ARTICLE 8**.
- 8.3 If the Bank Guarantee to be furnished pursuant to **ARTICLE 8**, is not duly furnished by CONTRACTOR to CLIENT within the above prescribed period, CLIENT may, at its option and without prejudice to any rights or claims it may have against CONTRACTOR by reason of CONTRACTOR's noncompliance with any of the provisions of this **ARTICLE**, withhold an amount equivalent to the payment due or becoming due to the CONTRACTOR under this CONTRACT until such time the Bank Guarantee is furnished by the CONTRACTOR, whereupon CLIENT shall immediately release such sums withheld to CONTRACTOR, or terminate this CONTRACT by notice in writing to CONTRACTOR. In the case of termination, CLIENT shall thereupon not be liable for any claim or demand from CONTRACTOR under the provisions of this CONTRACT in respect of anything then already done or furnished, or in respect of any matters or thing whatsoever in connection with or relating to this CONTRACT, but CLIENT shall be entitled to be reimbursed by CONTRACTOR for all reasonable documented expenses incurred by CLIENT in obtaining a new contractor to perform the SERVICES.
- 8.4 CLIENT reserves the right to instruct CONTRACTOR to revise the Bank Guarantee amount to correspond to any increase in the CONTRACT Price. Failure to revise the Bank Guarantee shall constitute a failure by CONTRACTOR to perform this CONTRACT entitling CLIENT to make an immediate call on the Bank Guarantee.

END OF ARTICLE

ARTICLE 9 – TAXES AND DUTIES

9.1 CONTRACTOR LEGAL STATUS

9.1.1 Vietnamese CONTRACTOR

The CONTRACTOR is a Vietnamese registered business entity which is registered under Vietnamese Laws (including but not limited to, the Corporate Law, Investment Law, Petroleum Law, etc.) and applying Vietnamese Accounting System.

- 9.1.1(a) The CONTRACTOR shall be liable for and declare and pay at its own cost and cause to be paid any and all taxes and duties of whatsoever nature assessed or levied against the CONTRACTOR and its employees or agents by the competent authorities of Vietnam or any other country on account of or in relation to or in connection with the SERVICES.
- 9.1.1(b) The CONTRACTOR shall be liable for and pay or cause to be paid any and all taxes and duties levied or assessed against the CONTRACTOR or against the CLIENT by the competent authorities of Vietnam in respect of personal income, salaries or any other benefits of whatsoever nature paid to or received by or acquired by the CONTRACTOR's employees.
- 9.1.1(c) Notwithstanding **ARTICLE 9.1.1(a)**, the CLIENT shall pay the Value Added Tax ("VAT") amount imposing for the SERVICES as stated on the VAT invoices issued by the CONTRACTOR for the SERVICES and the CONTRACTOR shall settle the VAT levied on this SERVICES to the relevant Tax Authorities of Vietnam.
- 9.1.1(d) The CONTRACTOR agrees to observe all laws, rules and regulations of Vietnam relating to taxes and duties, including income taxes, and including, if applicable the filing of returns, assessment of tax and keeping and showing of books and records.
- 9.1.1(e) The CONTRACTOR shall indemnify and hold the CLIENT harmless against any and all liability and claims of whatsoever nature resulting from the CONTRACTOR's failure to pay such taxes, levies and duties referred to in above **ARTICLES 9.1.1(a), 9.1.1(b) and 9.1.1(c)**.
- 9.1.1(f) If the CLIENT receives a notice requiring it to pay any levies, charges contributions and taxes of the type referred to in this **ARTICLE 9.1** and/or any interest or penalty thereon whether with respect to the CONTRACTOR, any its Sub-contractor or any other person employed by them or providing any services to them on or in connection with the CONTRACT, the CLIENT shall forthwith notify the CONTRACTOR who shall cooperate with the CLIENT to make all reasonable endeavors to make any valid appeal against such payment. In the event that the CLIENT is ultimately required to make such payment, the CLIENT may recover from the CONTRACTOR any such sums and all reasonable costs incurred in connection therewith and the CONTRACTOR shall within thirty (30) days of receiving written notice from CLIENT pay to the CLIENT any such sum or

CLIENT shall be entitled to deduct such sums from any monies due, or which may become due, to the CONTRACTOR.

9.1.2 Foreign CONTRACTOR (NOT APPLICABLE)

The CONTRACTOR is a foreign registered business entity which is registered in any country other than Vietnam, and applying the Direct Method for Value Added Tax filings and payments pursuant to the applicable Vietnamese Tax Law for Foreign CONTRACTOR.

- 9.1.2(a) The CONTRACTOR shall be liable for and declare and pay at its own costs and cause to be paid any and all taxes and duties of whatsoever nature assessed or levied against the CONTRACTOR and its employees or agents by the competent authorities of Vietnam or any other country on account of or in relation to or in connection with the SERVICES or this CONTRACT.
- 9.1.2(b) The CONTRACTOR shall be liable for and pay or cause to be paid any and all taxes and duties levied or assessed against the CONTRACTOR or against the CLIENT by the competent authorities of Vietnam in respect of personal income, salaries or any other benefits of whatsoever nature paid to or received by or acquired by CONTRACTOR's employees.
- 9.1.2(c) Notwithstanding **ARTICLE 9.1.2(a)**, the following shall apply with respect to Value Added Tax ("VAT") and Corporate Income Tax ("CIT"). For the purpose of this **ARTICLE 9.1**, the term VAT and CIT shall have the same meaning as taxes by that name defined by the Ministry of Finance of Vietnam and the CONTRACTOR is a foreign registered entity applying the Direct Method pursuant to the applicable Vietnamese Tax Law. The term CIT and VAT shall be extended to cover any and all taxes (with similar nature as current CIT and VAT) levied or imposed on the SERVICES by Vietnam Tax Authorities, arise as a result of changes in the legislation or interpretation and application after the execution of the CONTRACT.
- i) The CLIENT shall pay the deemed VAT and CIT, in the name of and on behalf of the CONTRACTOR, levied on the SERVICES. The CONTRACTOR shall submit the invoice stating the net amount only and shall receive the net amount.
 - ii) In the event that proof of payment is requested by Vietnam Tax Authorities or alternative Government agency, the CLIENT shall provide this proof of payment as required.
- 9.1.2(d) In those instances where the Government of the Socialist Republic of Vietnam and CONTRACTOR's Government signed a Double Taxation Agreement, CLIENT shall, on behalf of CONTRACTOR, implement the procedures on tax exemption in compliance with applicable regulation of the Ministry of Finance of the S.R Socialist Republic of Vietnam and the relevant Double Taxation Agreement. Upon CLIENT's request, CONTRACTOR shall cooperate, and assist the CLIENT in obtaining the information and documents required by law in relation to the implementation procedures on tax exemption, including but not limited to,

assistance in obtaining a proper tax registration certificate issued by the competent tax authorities of the country of which the CONTRACTOR is tax resident. CONTRACTOR shall be liable for the accuracy and lawfulness of the information and documents that provided to CLIENT.


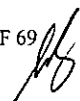
- 9.1.2(e) CONTRACTOR agrees to observe all laws, rules and regulations of Vietnam relating to taxes and duties, including income taxes, and including, if applicable, the filing of returns, assessment of tax and keeping and showing of books and records.
- 9.1.2(f) When requested by CLIENT, CONTRACTOR shall provide evidence that it has paid all personal income tax due on remuneration paid to CONTRACTOR's employee. In the event that CLIENT determines, or has reason to believe, that CONTRACTOR has not met its obligations in this regard, CLIENT shall advise CONTRACTOR accordingly in writing. In such case, any payment otherwise due to CONTRACTOR may be withheld by CLIENT until CONTRACTOR provides satisfactory evidence that it has fulfilled such obligations.
- 9.1.2(g) CONTRACTOR shall protect and indemnify and hold the CLIENT and any of CLIENT's Affiliate harmless against any and all liability and claims of whatsoever nature resulting from CONTRACTOR's failure to pay such taxes, levies and duties referred to in above **ARTICLES 9.1.2(a)**, and **9.1.2(b)** and **9.1.2(c)**. CLIENT shall protect and indemnify and hold CONTRACTOR harmless against any and all liability and claims of whatsoever nature resulting from CLIENT's failure to pay such taxes, levies and duties referred to in above **ARTICLE 9.1.2(c)**.
- 9.1.2(h) If the CLIENT receives a notice requesting it to pay any levies, charges contributions and taxes of the type referred to in this **ARTICLE 9.1** and/or any interest or penalty thereon whether with respect to the CONTRACTOR, any Sub-contractor or any other person employed by them or providing any services to them on or in connection with the CONTRACT, the CLIENT shall forthwith notify the CONTRACTOR who shall work with the CLIENT to make all reasonable endeavours to make any valid appeal against such payment. In the event that the CLIENT is ultimately required to make such payment, the CLIENT may recover from the CONTRACTOR any such sums and all reasonable costs incurred in connection therewith and the CONTRACTOR shall within thirty (30) days of receiving written notice from CLIENT pay to the CLIENT any such sum or CLIENT shall be entitled to deduct such sums from any monies due, or which may become due, to the CONTRACTOR.

9.2 Personal Income Tax

The CONTRACTOR shall be responsible to register, declare and pay to the any government authorities including but not limited to Vietnamese Tax authorities any Personal Income Tax or other statutory obligations due and payable in relation to the remuneration of all CONTRACTOR's and its Sub-contractors' Personnel. CONTRACTOR shall submit all necessary documentation (including but not limited to tax declarations, evidence of payment, tax receipt) to CLIENT to support such payment and substantiate that proper payment has been made to the Vietnamese Tax Authorities.

**9.3 Importation and exportation of CONTRACTOR's material and equipment-
NOT APPLICABLE**

- 9.3.1 CONTRACTOR shall at its own expenses be responsible for all customs duties, licenses, fee, import or tariffs or similar charges imposed by the Government of Vietnam or any other countries, states or relevant authorities which the CONTRACTOR is obligated to pay in relation to CONTRACTOR's supplied materials and equipment imported into the Socialist Republic of Vietnam for performance of the SERVICES.
- 9.3.2 CONTRACTOR shall be responsible for the preparation of all documents required by Customs Authorities in connection with the import and export of CONTRACTOR Equipment to and from the Socialist Republic of Vietnam.
- 9.3.3 Notwithstanding the fact that CONTRACTOR Equipment is imported in the name of CLIENT, CONTRACTOR shall remain responsible for such equipment while in the Socialist Republic of Vietnam. CONTRACTOR shall protect, indemnify and hold harmless CLIENT from and against any claims, demands and causes of action, which may arise as a result of damage to, shortages, or overages in inventory of such equipment.
- 9.3.4 Upon termination of this CONTRACT or the operation involving the use of such CONTRACTOR Equipment, whichever occurs first, CONTRACTOR shall take immediate steps to remove such equipment from the Socialist Republic of Vietnam other than equipment used or consumed in the performance of the SERVICES. Unless CLIENT agrees otherwise in writing, CONTRACTOR shall comply with all directions and procedures as required by CLIENT to cause such equipment to be removed as expeditiously as possible.
- 9.3.5 CONTRACTOR shall indemnify and hold CLIENT harmless from and against any and all taxes, duties, surcharges, fines, or penalties of whatsoever nature for which CLIENT shall be or become liable as a result of CONTRACTOR's failure to comply with the directions and procedural requirements of CLIENT with respect to the removal of CONTRACTOR Equipment imported in CLIENT's name or as a result of CONTRACTOR's act in selling, transferring, disposing, or otherwise dealing with such equipment prior to its removal from the Socialist Republic of Vietnam or as a result of CONTRACTOR's failure to furnish proper and accurate information for import of such equipment.
- 9.4 Without prejudice to **ARTICLES 9.1, 9.2 and 9.3**, CONTRACTOR shall protect and indemnify and hold CLIENT, its Co-Venturers and their respective Affiliates safe and harmless from any and all claims or liability for income, excess profits, royalty, and other taxes assessed or levied by the Government of any country against CONTRACTOR or its Sub-contractors or against CLIENT for or on account of any payment made to or earned by CONTRACTOR or its Sub-contractors hereunder. CONTRACTOR further shall protect and hold CLIENT harmless from all taxes assessed or levied against or on account of wages, salaries, or other benefits paid to or enjoyed by employees of CONTRACTOR or its Sub-

contractors, and from all taxes assessed or levied against, on, or for account of any property or equipment of CONTRACTOR or its Sub-contractors.

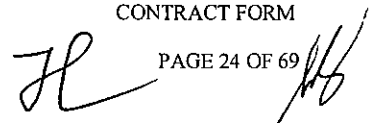
- 9.5 CLIENT shall herein have the right to withhold including but not limited to income, excess profit, royalty, and other taxes from payment due to CONTRACTOR under this CONTRACT, to the extent that such withholdings shall be required by the Government authorities of any country including the Vietnamese Government Authorities. Payment by CLIENT to the respective governmental office of the amount of money so withheld shall relieve CLIENT from any further obligation to CONTRACTOR with respect to the amount so withheld.
- 9.6 CONTRACTOR shall indemnify CLIENT against all claims, demands and causes of action based on any actual or alleged failure by CONTRACTOR or its Sub-contractors to make timely payment of any taxes or duties for which they are liable or any actual or alleged failure by CONTRACTOR or its Sub-contractors to comply with applicable reporting, return, or other procedural requirements with respect to their payment to any Government authorities of any country including the Vietnamese Government Authorities. This indemnity shall include, without limitation, all penalties, awards and judgments, court and arbitration costs, attorneys' fees, and other reasonable expenses associated with such claims, demands, and causes of action.
- 9.7 For the purpose of **ARTICLE 9** only, the expression "tax" shall mean, where the context so admits, any tax, duty or charge, including any additional charge or interest, assessed or levied by the appropriate Vietnamese Government Authority in respect of the CONTRACT.
- 9.8 CONTRACTOR shall give prompt notice to CLIENT of all matters pertaining to non-payment, claims of immunity, or exemption from any taxes or duties.

END OF ARTICLE

Handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.

ARTICLE 10 – INSURANCE

- 10.1 CONTRACTOR shall at its own cost and expense carry and maintain in full force throughout the duration of this CONTRACT at least the following insurances with companies satisfactory to CLIENT. Nothing contained herein shall serve in any way to limit or waive CONTRACTOR's responsibility under this CONTRACT. The insurances to be carried by CONTRACTOR are as follows:
- (a) Workmen's Compensation or Similar Statutory Social Insurance and/or Employer's Liability Insurance as required by law at the location where the SERVICES will be performed and which may be applicable covering all CONTRACTOR's employees engaged in accomplishing the SERVICES. Such insurance shall take effect immediately from the award of the CONTRACT.
 - (b) Comprehensive General Third Party Liability Insurance covering all operations hereunder against bodily injury, death, loss of or damage to property with minimum limits of **United State Dollars One Million (USD 1,000,000.00)** or equivalent value for any one occurrence with water craft exclusion deleted. Such insurance shall include contractual liability coverage and shall take effect immediately from the award of the CONTRACT.
 - (c) Contract Personnel's Insurance as specified in EXHIBIT I- SCOPE OF WORK
 - (c) Any other insurance which may be relevant and/or which may be required by law to which the CONTRACTOR and/or Sub-contractors are subjected.
- 10.2 To the extent of indemnities given by CONTRACTOR herein, CONTRACTOR shall cause CLIENT and Co-Venturers, their parent companies, subsidiaries, Affiliates, consultants and their respective agents, officers and employees to be included as additional assured and to be covered by all insurances as stipulated in **ARTICLE 10.1** with respect to operations conducted under this CONTRACT and shall cause the insurers thereof to waive all expressed or implied rights of subrogation against such Parties and their respective employees, servants and agents.
- CONTRACTOR shall further cause the insurance policy as stipulated in **ARTICLE 10.1** herein to contain a "Severability of Interests" (Cross Liability) Clause providing that in the event of one insured Party incurring liability to any of the other insured Parties, the insurance shall apply for the benefit of the Party against whom claim is or may be made in the same manner as if separate policies had been issued to each insured Party.
- 10.3 All deductibles, exceptions, and exclusions applicable to the foregoing insurances resulting from any act or omission of CONTRACTOR shall be for the account of and be paid by CONTRACTOR. Any breach of conditions and/or warranties contained in such policies of insurances shall also be for the account of CONTRACTOR.
- 10.4 CONTRACTOR shall fully indemnify CLIENT against loss or damage arising out of any failure to effect or maintain such insurances specified by this CONTRACT or out of any act or omission which invalidates the said insurances.



- 10.5 CONTRACTOR shall within fourteen (14) days of the award of this CONTRACT furnish to CLIENT certified copies of certificates of insurance provided for in **ARTICLE 10.1** hereof. No insurance shall be materially changed or cancelled while the SERVICES is in progress without prior written approval by CLIENT. Policies and/or extension certificates or documents shall be furnished to CLIENT. If requested by CLIENT, CONTRACTOR shall permit CLIENT to examine copies of its and its Sub-contractors original insurance policies and current premium receipts.
- 10.6 The furnishing of certificates of insurances shall not be interpreted as implying endorsement by CLIENT or that CLIENT assumes responsibility for the accuracy and adequacy of such documents or that the CONTRACTOR has complied with its other obligation contained in the CONTRACT.
- 10.7 Should CONTRACTOR at any time neglect or refuse to provide or renew any insurance required herein, or should any insurance be cancelled, CLIENT shall upon notification to CONTRACTOR have the right to procure such insurance and, in such event, any sum so paid by CLIENT shall immediately become due and payable to CLIENT by CONTRACTOR or CLIENT shall be entitled to deduct such sums from any moneys due or which may become due to CONTRACTOR in addition to any other remedies CLIENT may have under this CONTRACT.
- 10.8 CONTRACTOR shall notify CLIENT immediately upon receipt of any notice of claims, incidents, or demands or of any situation which may give rise to such claims or demands being made under the said policies. Written notice shall be given not later than two (2) days after the occurrence of any accident. However, for serious accidents (including but not limited to death or serious injuries) notice shall be given immediately and must be confirmed in writing.
- 10.9 CONTRACTOR shall ensure that its Sub-contractors maintain similar insurance coverage as specified herein and that its Sub-contractors similarly indemnify and hold CLIENT harmless against all costs, claims, and demands. Any deficiencies in the coverage or policy limits of Sub-contractor's insurance shall be for the sole responsibility of CONTRACTOR.
- 10.10 The amounts of CONTRACTOR furnished insurance called for herein shall be the minimum and not the maximum limits of liability. CONTRACTOR may provide other insurance coverage or higher limits of coverage. CLIENT will bear no financial liability attributable to deficient insurance coverage by CONTRACTOR.

END OF ARTICLE

JL *AB*

ARTICLE 11 – LIABILITIES AND INDEMNITIES

11.1(a) Personnel of CONTRACTOR

CONTRACTOR shall be responsible for and shall protect, defend, indemnify and hold harmless CLIENT GROUP from and against any and all claims, liabilities, costs, damages and expenses of every kind and nature, with respect to injury or death of or damage to or loss of property of any person employed by CONTRACTOR GROUP arising during and/or as a result of the performance of this CONTRACT, including when due to the negligence or wilful misconduct of an indemnitee.

11.1(b) Personnel of CLIENT

CLIENT shall be responsible for and shall protect, defend, indemnify and hold harmless CONTRACTOR GROUP from and against any and all claims, liabilities, costs, damages and expenses of every kind and nature, with respect to injury or death of or damage to or loss of property of CLIENT GROUP arising during and/or as a result of the performance of this CONTRACT, including when due to the negligence or wilful misconduct of an indemnitee.

11.2 Third Party

Unless otherwise expressly provided for in this CONTRACT, each Party shall be solely responsible for its own liability (including that of its Sub-contractors and/or agents and/or employees) in respect of Third Party damages and shall hold the other Party harmless from and against any such liability.

11.3(a) CONTRACTOR's Equipment and Property

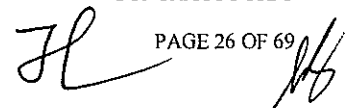
Save as otherwise expressly provided in this CONTRACT, CONTRACTOR shall assume the risk of, and shall be solely responsible for and in this regard shall indemnify, defend and hold CLIENT GROUP harmless from and against any claims arising out of the damage to, the loss, or destruction of, all CONTRACTOR's Equipment and property and those of CONTRACTOR GROUP in relation to this CONTRACT.

11.3(b) CLIENT's Equipment and Property

CLIENT shall assume the risk of, and shall be solely responsible for and in this regard shall indemnify, defend and hold CONTRACTOR GROUP harmless from and against any claims arising out of the damage to, the loss, or destruction of, all CLIENT's Equipment and property in relation to this CONTRACT.

11.4 Pollution and Contamination – NOT APPLICABLE

Notwithstanding anything to the contrary contained herein, CONTRACTOR shall be responsible for and hold harmless and indemnify CLIENT against all claims, cost, expenses, actions, proceedings, suits, demands and liabilities whatsoever



arising out of actual or potential pollution damage and the cost of cleanup or control which cause or allow discharge, spills or leaks from substances of CONTRACTOR under this CONTRACT.

11.6 Underground Damage – NOT APPLICABLE

CLIENT shall be responsible for and hold harmless and indemnify CONTRACTOR for any and all claims resulting from operations under this Contract on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas or other mineral substance or water, if at the time of the act or omission, said substance had not been reduced to physical possession above the seabed, and for any loss or damage to any formation, strata, or reservoir beneath the seabed.

11.5 CONTRACTOR shall notify CLIENT immediately of any damage, loss or destruction of property used in connection with the SERVICES and any injury or death of persons occurring in connection with the performance of the SERVICES and to furnish to CLIENT adequate written reports pertaining to it.


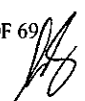
11.6 CONTRACTOR shall protect, indemnify and hold CLIENT harmless from and against all liability for any pollution arising out of the SERVICES performed hereunder and resulting from the negligent act or omission of CONTRACTOR and shall reimburse CLIENT for costs incurred or payment made by CLIENT to control or clean up the pollution or as compensation for payments made by CLIENT for damage suffered by others. CONTRACTOR undertakes that equipment or rubbish in any form originating from the SERVICES will not be dumped overboard.

11.7 Except as otherwise provided in this **ARTICLE**, the indemnities given by the CONTRACTOR shall not be reduced by reasons of any negligence or omission of CLIENT Representative in failing to supervise or control the CONTRACTOR's site operations or methods of working or to detect or prevent or remedy defective SERVICES or to ensure proper performance of any other obligations of the CONTRACTOR under this CONTRACT.

11.8 Except as expressly provided herein, CONTRACTOR shall be solely responsible for the costs of all loss or damage caused by the wilful misconduct, act, omission or negligence of CONTRACTOR.

11.9 CONTRACTOR shall notify CLIENT immediately of any incident, claims or litigation affecting the provisions of this **ARTICLE**.

END OF ARTICLE

ARTICLE 12 – ACCEPTANCE OF SERVICES

- 12.1 All SERVICES under this CONTRACT shall be performed in accordance with this CONTRACT to the satisfaction of the CLIENT representative.
- 12.2 Pursuant to this ARTICLE, CLIENT Representative shall, decide on all matters as to the performance and fulfilment of the CONTRACT and his decision thereon shall be final and conclusive.
- 12.3 Notwithstanding the above, acceptance of SERVICES or part thereof or approval of CONTRACTOR's activities for the SERVICES or partial payments made to the CONTRACTOR shall not relieve CONTRACTOR of any of its obligations and/or liabilities provided in this CONTRACT.

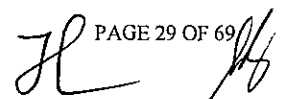
END OF ARTICLE

HL *MB*

ARTICLE 13 – WARRANTY

CONTRACTOR warrants and guarantees that the SERVICES shall be performed in a professional manner in accordance with good and sound offshore engineering and industry practices and with the requirements and conditions of this CONTRACT.

END OF ARTICLE

Handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.

ARTICLE 14 – CONTRACTOR’S OBLIGATION

- 14.2 CLIENT shall, without prejudice to its rights under **ARTICLE 23 – “PROVISION FOR TERMINATION OF CONTRACT”** has the right to monitor and review, from time to time, the CONTRACTOR’s performance of the SERVICES under this CONTRACT and CONTRACTOR’s compliance with its obligations hereunder.
- 14.3 CONTRACTOR shall perform the SERVICES in strict compliance with the provisions of this CONTRACT including all **EXHIBITS** attached hereto and shall comply with and adhere strictly to CLIENT’s instructions and directions on any matter concerning the SERVICES. The foregoing shall not however be construed to exclude CONTRACTOR’s duty to exercise diligence and to perform the SERVICES in accordance with the warranty set forth in **ARTICLE 13 – “WARRANTY”** hereof.
- 14.4 CONTRACTOR shall carry out all of its obligations under the CONTRACT and shall execute the SERVICES with all due care and diligence and with the skill to be expected of a reputable contractor experienced in the types of work to be carried out under the CONTRACT.
- 14.5 CONTRACTOR shall take full responsibility for the adequacy, stability and safety of all operations and methods necessary for the performance of the SERVICES and shall comply with the **ARTICLE 20 – “HEALTH SAFETY AND ENVIRONMENT REQUIREMENT”**.
- 14.6 CONTRACTOR shall furnish the equipment, materials, and supplies and the necessary personnel required to perform the SERVICES as specified in the **EXHIBITS** attached hereto.
- 14.7 CONTRACTOR shall commence the SERVICES as instructed by CLIENT.
- 14.8 CONTRACTOR shall observe all plans, programs, specifications, schedules, and instructions provided or made by CLIENT for carrying out the SERVICES.
- 14.9 During the progress of the SERVICES performed hereunder, CONTRACTOR shall ensure that its personnel keep the designated area of the Work Site clean and orderly at all times and shall dispose of trash and spoil as instructed by CLIENT.
- 14.10 **CONTRACTOR furnished equipment, materials, and supplies – NOT APPLICABLE**
- 14.10.1 CONTRACTOR shall at its own cost furnish, install, maintain in good working order, and repair and replace where necessary throughout the duration of this CONTRACT, relevant and adequate equipment, materials and supplies for full and proper performance of the SERVICES, and shall carry all spare parts and supplies as required for maintenance and good working condition of CONTRACTOR Equipment.
- 14.10.2 CONTRACTOR shall ensure that all materials, tools, equipment and other items used in the SERVICES, whether purchased, rented, or otherwise provided by CONTRACTOR, are properly packed and equipped with proper and acceptable slings and spreader bars, where required, and that the

JL *AB*

equipment are in a safe, sound and good condition and capable of performing the functions for which they are intended; and are properly stored and protected against all weather elements that may be detrimental to the eventual performance of the equipment if no such protection is provided.

- 14.10.3 For equipment assigned to the SERVICES, the CONTRACTOR must indicate on the proforma invoice that is submitted to CLIENT, at time of delivery of the equipment to the Supply Base, the description, the serial number of the equipment, maintenance record, year of manufacture and/or year of purchase, with documental support.

The proforma invoice must reach CLIENT at least one (01) day prior to the actual shipment. All items delivered must be accompanied by CONTRACTOR's delivery order and must be clearly tagged for material identification.

- 14.10.4 If any tool or other item of equipment is, in the judgement of CLIENT, unsafe or incapable of doing the functions for which it is intended, CONTRACTOR shall repair or replace the same with a safe and capable tool or item of equipment at CONTRACTOR's expense.

- 14.10.5 CLIENT shall have the right to inspect CONTRACTOR Equipment at any time to observe their condition. If CLIENT notifies CONTRACTOR of any defects thereto, CONTRACTOR shall take immediate steps to rectify the said defects at its own cost. However, such inspection by CLIENT shall not imply any acceptance of the condition of the said CONTRACTOR Equipment by CLIENT and CONTRACTOR shall not be relieved of its obligations under this CONTRACT by any such inspection.

- 14.10.6 CONTRACTOR shall keep and maintain up-to-date records of all CONTRACTOR Equipment reflecting their conditions and quantity and shall make such records available to CLIENT whenever requested.

- 14.10.7 CONTRACTOR agrees to visually inspect all CLIENT Equipment and materials furnished by CLIENT and shall report to CLIENT of any apparent defects therein. CONTRACTOR's use of such materials without so notifying CLIENT shall be deemed to be conclusive evidence that such materials are free from apparent defects. CLIENT Equipment on board the drilling unit shall be maintained in good condition and repaired by CONTRACTOR utilising CONTRACTOR Personnel and all spare parts, materials required to maintain or repair CLIENT Equipment at CONTRACTOR's sole cost.

14.11 **CONTRACTOR'S Personnel**

- 14.11.1 CONTRACTOR shall provide the necessary personnel as specified in **EXHIBIT I - SCOPE OF SERVICES**, and shall make the personnel available for commencement of the SERVICES. CONTRACTOR shall thereafter ensure that such personnel are continuously available throughout the duration of the CONTRACT.

CONTRACTOR shall furnish at its sole expense any and all visas and work permits or other permits required for its personnel.

CONTRACTOR Personnel directly involved in the SERVICES shall be subjected to be available for work as per requirement in **EXHIBIT I – SCOPE OF SERVICES**.

CONTRACTOR shall furnish additional personnel as CLIENT may request in writing from time to time.

14.11.2 All CONTRACTOR Personnel directly involved in the performance of the SERVICES offshore shall have undergone the necessary basic safety training required by CLIENT's and shall possess a valid Offshore Safety Certificates.

14.11.3 **Discipline**

In the performance of the SERVICES, CONTRACTOR shall maintain strict discipline and good order among its employees and CONTRACTOR'S and Sub-contractor's employees and shall not permit any of them to engage in any activities that might, in CLIENT's opinion, be contrary or detrimental to the performance of the SERVICES or the interests of CLIENT.

14.11.4 **Alcohol And Drug Use**

- a) CONTRACTOR is responsible to ensure that its employees, agents, and Sub-contractors, its servants and its third party shall not use, be in possession or under the influence of any drug during the performance of the SERVICES, or cause any drugs to be carried into the Work Site.
- b) CONTRACTOR shall also ensure that its employees, agents, Sub-contractors, its servants and third party shall not use or be in possession of, distribute or engage in the sale of alcohol/alcoholic beverages at Work Site.
- c) Any of the CONTRACTOR's personnel, employees, agents Sub-contractors and third party who is incapable of performing his work or duties due to the influence of alcohol, will be refused entry into or removed from the Work Site. CONTRACTOR shall replace such person immediately in accordance with the provision herein contained. Any cost incurred shall be for the CONTRACTOR's account.

14.11.5 **Replacement of CONTRACTOR Personnel**

- (a) CONTRACTOR shall employ on the SERVICES only competent and skilled personnel. Subject to all other provisions of this **ARTICLE**, CONTRACTOR shall ensure that all such personnel continue in the functions and responsibilities to which they are initially assigned for as long as is necessary to achieve proper completion of the SERVICES.

CONTRACTOR shall not change the personnel assigned to perform the SERVICES without prior approval from CLIENT in writing.

CONTRACTOR shall also take steps to ensure that in the event of a replacement, the replacement personnel shall be competent, skilled and familiar with the SERVICES. Such steps shall include the training of the "would be" new personnel to take-over the work at no additional cost to CLIENT and shall include an appropriate hand over period for the replacement personnel.

- (b) CLIENT shall be entitled to, without prejudice to any other rights or remedies available to CLIENT under this CONTRACT or otherwise in law, to object and require CONTRACTOR to remove from the SERVICES and/or replace any of CONTRACTOR Personnel who, in the opinion of CLIENT, is incompetent, misconduct himself, is negligent in the performance of his duties, and/or violates CLIENT's alcohol/drug policy.

In such event, CONTRACTOR shall forthwith remove such person from the SERVICES and such person shall not be re-employed in the SERVICES again without the written permission of CLIENT. CONTRACTOR shall immediately replace, at CONTRACTOR's sole expense, any discharged person with a suitably qualified and experienced person acceptable to CLIENT.

In the event CONTRACTOR is unable to comply with these obligations, CLIENT shall have the option to terminate this CONTRACT.

14.11.6 Language Requirement

CONTRACTOR shall ensure that the personnel provided pursuant to this CONTRACT are competent, efficient and have adequate command of the English Language.

14.11.7 Personnel Policies

CONTRACTOR shall maintain good site housekeeping and shall furnish where applicable, to its personnel safety equipment including but not limited to safety helmets, safety shoes, safety harness and eye and ear protection.

CONTRACTOR shall be responsible for maintaining and enhancing the safety awareness of its personnel and Sub-contractor's personnel including arranging safety meeting and emergency drills.

CONTRACTOR shall establish and have its own written policy, safety rules and regulations for its employees and the employees of any of its Sub-contractors and shall also acquaint CLIENT Representative with the same.

- 14.12 At all times, CONTRACTOR shall respond promptly and shall accurately furnish to CLIENT information about the SERVICES as requested.

- 14.13 In the execution of the SERVICES, no persons other than the authorised employees or agents of the CONTRACTOR and the employees or agents of CLIENT, shall be allowed on the Work Site without the written consent of CLIENT.
- 14.14 Before commencing any hazardous work operations, CONTRACTOR shall inspect the Work Site and equipment involved to ensure that the SERVICES will be performed under safe conditions acceptable to CLIENT. CONTRACTOR shall verify that "Work Permits" or "Certificates" are obtained prior to initiating any hazardous work.
- 14.14 CONTRACTOR shall at no cost to CLIENT be responsible for the medical welfare of its own and Sub-contractor's employees and shall take care of periodical medical examinations, arrangements for medical attendance, treatment or hospitalisation if and when necessary and will arrange suitable insurance coverage for such contingencies. In cases of emergency, CLIENT may make or provide for, the necessary emergency arrangements, the costs of which shall be reimbursed to CLIENT by CONTRACTOR.
- 14.16 CONTRACTOR shall advise CLIENT immediately in writing of any labour dispute or anticipated labour dispute, which may be expected to affect the CONTRACTOR's performance of the SERVICES.
- 14.17 CONTRACTOR shall promptly review the information, data, drawings and specifications provided by CLIENT and shall immediately bring to the attention of CLIENT all things which in CONTRACTOR's opinion appear to be deficiencies, omissions, contradictions or ambiguous in such information, data, drawings or specifications.
- 14.18 In addition to all legal and specific requirements stated herein, CONTRACTOR and CONTRACTOR's agents, employees, representatives and Sub-contractors who are engaged in the performance on the SERVICES shall comply with, abide by and enforce at its sole expense any rules, regulations and standards on safety, fire protection and security regulations as set forth by CLIENT in its safety manuals, policies and special instructions.
- 14.19 CONTRACTOR shall ensure that all its employees, agents and Sub-contractors comply with CLIENT's rules, regulations, practices and requirements in the area of CLIENT's operations. This shall not relieve CONTRACTOR of its obligations as stipulated herein and in particular this **ARTICLE**.

END OF ARTICLE

JL *AB*

ARTICLE 15 – CLIENT'S OBLIGATION

15.1 Access To Work Site

CLIENT shall ensure that Contract Personnel has rights of ingress and egress to and from the Work Site(s), subject to the provisions of **ARTICLE 9 - "TAXES AND DUTIES"** and **ARTICLE 14 -"CONTRACTOR'S OBLIGATION"**. CLIENT shall promptly advise CONTRACTOR of any restrictions, conditions, or limitations in CLIENT's permits or authorisations.

15. Work Schedule and Transportation of CONTRACT Personnel

CONTRACTOR and CLIENT shall agree upon a schedule for the regular change of working crews who are engaged in the SERVICES at the Work Site(s) and, except in circumstances of emergency or safety, CLIENT shall be obliged to transport CONTRACT Personnel only in accordance with the schedule so agreed upon. CLIENT shall always have the right to change the schedule without prior notice for reasons of unavailability of transport and for emergency and safety considerations as determined solely by CLIENT.



15.5 CLIENT shall provide reasonable accommodation, meals and laundry service for CONTRACT Personnel within the limits of stated requirements as to numbers of personnel so engaged from time to time at the Work Site(s). CONTRACTOR Personnel shall adhere to meal rosters as may be furnished by CLIENT, if any.

END OF ARTICLE

ARTICLE 16 – ACTIONS ON BEHALF OF CLIENT

- 16.1 CONTRACTOR shall take no action on behalf of CLIENT in the performance of the SERVICES, which would subject either Party to liability or penalty under any laws, rules, regulations, or decrees of any relevant authority.
- 16.2 CONTRACTOR shall have no authority to and shall not make any statements, representations or commitments of any kind or to take action which shall be binding upon CLIENT, except as provided for herein or otherwise authorised in writing by CLIENT.
- 16.3 CONTRACTOR is an independent CONTRACTOR and neither CONTRACTOR nor CONTRACTOR's respective employees are deemed to be agents or employees of CLIENT.
- 16.4 CONTRACTOR shall notify CLIENT promptly upon discovery of any instance where CONTRACTOR has not complied with the requirements of this **ARTICLE**.

END OF ARTICLE

ARTICLE 17 - CLIENT'S CONTRACT ADMINISTRATOR AND REPRESENTATIVE(S)

The following defined CLIENT Contract Administrator and Representative(s) shall be designated in **EXHIBIT I – SCOPE OF SERVICES**. Notice of any change shall be given by CLIENT to CONTRACTOR in writing.

17.1 CLIENT Contract Administrator

Not Applicable

17.2 CLIENT Representative(s)

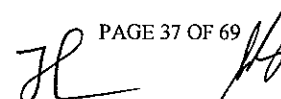
The CLIENT Representative shall have the right to receive all information pertaining to records, reports, and any other information pursuant to the SERVICES and EXHIBITS attached hereto.

CLIENT Representative(s) shall have the right to issue instructions with respect to the CONTRACT, reject or disapprove of any part of the SERVICES, which does not conform to this CONTRACT, and to decide on all matters or questions which may arise relating to the performance of the SERVICES and his decision shall be final and conclusive.

CLIENT Representative(s) shall be entitled to inspect all SERVICES performed hereunder and to witness and to check all tests on CONTRACTOR Equipment. Notwithstanding the above, the presence of and the inspection by CLIENT Representative(s) shall not relieve CONTRACTOR from CONTRACTOR's obligations and duties and shall not prejudice CLIENT's rights under this CONTRACT.

CLIENT Representative(s) shall consult with CONTRACTOR Representatives in delivery of Goods or planning and co-ordinating the SERVICES, and all instruction(s) given by CLIENT Representative(s) consistent with the provisions of this CONTRACT shall be deemed those of CLIENT and shall be complied with by CONTRACTOR.

END OF ARTICLE



ARTICLE 18 – CONTRACTOR’S CONTRACT ADMINISTRATOR AND REPRESENTATIVE(S)

The following defined CONTRACTOR Contract Administrator and CONTRACTOR Representative(s) shall be designated in **EXHIBIT I – SCOPE OF SERVICES**. Notice of any change shall be given by CONTRACTOR to CLIENT in writing.

18.1 **CONTRACTOR Contract Administrator**

Not Applicable

18.2 **CONTRACTOR Representative(s)**

CONTRACTOR Representative is the person employed by CONTRACTOR who will have supervisory authority over the SERVICES and with whom CLIENT Representative(s) may plan and co-ordinate the performance of the SERVICES. Notice concerning operations, which are transmitted to CONTRACTOR through its designated CONTRACTOR Representative(s) will be deemed, for the purpose of this CONTRACT, to have been sufficiently given.

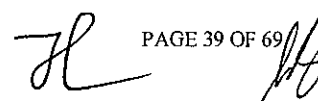
END OF ARTICLE

JL *AB*

ARTICLE 19 – LIENS AND CLAIMS

- 19.1 CONTRACTOR shall indemnify and hold CLIENT harmless from and shall keep CONTRACTOR Equipment, CLIENT Equipment, wells, and the SERVICES free of all liens, claims, assessments, fines, and levies created, caused, or committed by CONTRACTOR or its Sub-contractors and all costs, damages, and expenses incidental thereto; including without limitation all court and arbitration costs, legal fees, and other reasonable expenses. CONTRACTOR shall notify CLIENT of such liens and/or claims.
- 19.2 CLIENT shall have the right to retain from any payment to be made under this CONTRACT an amount sufficient to offset such liens and/or claims which CONTRACTOR fails to discharge promptly until such lien and/or claim is proven to be invalid or is satisfied, discharged, or settled.
- 19.3 Should there be any liens and/or claims after all payments hereunder have been made, CONTRACTOR agrees to refund to CLIENT upon demand all moneys that CLIENT may be compelled to pay to discharge any such liens and/or claims in consequence of CONTRACTOR's default including all costs and legal and professional fees.
- 19.4 CONTRACTOR agrees that it shall furnish CLIENT, upon completion or earlier termination of this CONTRACT, full and complete statements that all of CONTRACTOR's employees, Sub-contractors and suppliers have been paid in full for works done or for equipment, materials and supplies furnished to the date of such statements in connection with the performance of SERVICES. In the event of any dispute, CONTRACTOR shall post a bond or any form of security acceptable to CLIENT to secure or insure CLIENT against any such liens or claims.
- 19.5 At the completion of the SERVICES hereunder, or upon expiry or earlier termination of this CONTRACT, CONTRACTOR shall submit to CLIENT a 'CONTRACT CLOSURE LETTER' and 'CONTRACT CLOSURE CERTIFICATE' as per format in the **EXHIBIT II – ADMINISTRATION PROCEDURES** stating that all of CONTRACTOR's employees, Sub-contractors and suppliers have been paid in full, for SERVICES done or for equipment, materials and supplies furnished to, and all debts, taxes, liens, privileges, claims, charges, and obligations arising out of the purchase or lease of equipment, materials, supplies, and labour for use in the SERVICES hereunder to the date of such statements in connection with the performance of the SERVICES have been fully and finally paid. In the event of any dispute, CONTRACTOR shall post a bond, or any other form of security acceptable to CLIENT, to secure or insure CLIENT against any such liens and/or claims.
- 19.6 Such affidavit shall ensure immunity to CLIENT from all liens and/or claims for which CLIENT might be or become liable. CONTRACTOR shall indemnify and hold CLIENT harmless from and against all claims, demands, damages, losses, costs, proceedings, charges, and expenses arising out of or incurred in connection with any claims or liens asserted by CONTRACTOR's Sub-contractors, suppliers, or any other liens and claims arising out of the performance of this CONTRACT by CONTRACTOR.

END OF ARTICLE



ARTICLE 20 – HEALTH, SAFETY AND ENVIRONMENT REQUIREMENT

20.1 LAWS AND REGULATIONS

- 20.1.1 CONTRACTOR shall comply with all laws, regulations, and requirements pertaining to **safety, health, fire, environmental protection, and security regulations**, which are applicable to the location where the SERVICES are being carried out.
- 20.1.2 CONTRACTOR shall ensure its personnel employed for the SERVICES comply at all times with the requirements as set forth by CLIENT in its HSE Manuals, Safety Manual, policies, procedures, any special instructions, and all requirements stipulated of CLIENT.
- 20.1.3 CONTRACTOR shall ensure that all services, materials, and CONTRACTOR's items used in the performance of the SERVICES comply with the above laws, regulations, and requirements and otherwise meet generally accepted industry standards for occupational health, safety and environment.
- 20.1.4 Upon termination of the CONTRACT, CONTRACTOR shall within sixty (60) days deliver to CLIENT a satisfactory CONTRACT CLOSE-OUT REPORT in a format and meeting such technical content as specified by CLIENT.

20.2 SAFETY EQUIPMENT – NOT APPLICABLE

CONTRACTOR shall, where applicable, provide at its own expense adequate first aid, fire-fighting, life saving, and other safety equipment of approved types and amount as may be specified in connection with this CONTRACT and shall maintain this equipment in a professional manner and, where appropriate, re-certify the said safety equipment as dictated by legal and industry standards.

CONTRACTOR shall keep up-to-date records of all said equipment, including equipment location plans.

CONTRACTOR shall ensure that all cargo and items of equipment located at Work Site and at CONTRACTOR's onshore base are stored in a proper and safe manner and that CONTRACTOR's equipment is in all respects fit and suitable to undertake any operations.

CONTRACTOR shall also, at its own expense, be responsible for providing its personnel with personal protective equipment as specified required by CLIENT.

20.3 SAFETY PROCEDURES AND MANUALS – NOT APPLICABLE

CONTRACTOR shall have in place, prior to commencement of this CONTRACT, a written Safety Manual and Emergency Response Manual duly endorsed by CONTRACTOR's Management and Approved by CLIENT.

20.4 CERTIFICATION OF PERSONNEL – NOT APPLICABLE

CONTRACTOR shall ensure that all machineries, equipment, and tools are operated by competent personnel who are fully trained and certified to carry out the task. The said personnel shall be authorised in writing by CONTRACTOR's Management or certified by a reputable training establishment acceptable to CLIENT.

20.5 **RIGHT TO STOP SERVICES**

CLIENT Representative shall have the right, but not the obligation, to prohibit the commencement of the SERVICES or to stop any part of the SERVICES in progress if the equipment, personnel, or work conditions are considered to be unsafe or not in compliance with CLIENT's rules and regulations.

20.6 **WEATHER/SEA CONDITION – NOT APPLICABLE**

CONTRACTOR may suspend any part of the SERVICES under this CONTRACT at any time with CLIENT's prior approval because of dangerous weather or sea conditions or other reasons relating to safety. Similarly, if requested to do so by CLIENT in writing, CONTRACTOR shall immediately suspend all or a designated part of the SERVICES as may be requested by CLIENT because of dangerous weather or sea conditions or other reasons relating to safety. In this event, CONTRACTOR shall take all reasonable measures to protect the Work Site, CLIENT and CONTRACTOR Equipment and their components.

20.7 In addition to all legal and specific requirements stated herein, CONTRACTOR GROUP who are engaged in the performance of the SERVICES shall comply with, abide by and enforce at its sole expense any rules, regulations and standards on safety, drugs, and alcohol, fire protection, and security regulations as set forth by CLIENT in its safety manuals, policies and special instructions.

20.8 In addition to all legal and specific requirements stated herein and all Vietnamese legislative requirements, CONTRACTOR GROUP who are engaged in the performance of the SERVICES shall comply with, abide by and enforce at its sole expense any rules, regulations, and standards on safety, fire protection, environmental protection and security regulations as set forth by CLIENT in its published safety manuals, policies and special instructions. Before commencing any SERVICES, CLIENT requires that CONTRACTOR inspect the Work Site and the equipment involved to ensure that the SERVICES will be performed under safe conditions acceptable to CLIENT. These inspections must be evidenced by "Work Permits" issued by CLIENT prior to initiating any such SERVICES. CLIENT Representative or his designated representatives shall have the right to prohibit commencement of SERVICES or stop any SERVICES in progress if the equipment, personnel or SERVICES conditions are considered to be unsafe or not to be in compliance with CLIENT rules and regulations.

20.9 CONTRACTOR shall prohibit the consumption and/or possession of alcoholic beverages or dangerous drug at the Work Site.

- 20.10 CONTRACTOR shall compile and maintain safety records, data pertaining to its SERVICES with CLIENT. These records shall be updated and submitted to CLIENT Representative as and when required.
- 20.11 CONTRACTOR shall be wholly responsible for the safety and safe working practices of its employees, servants or agents, and all equipment, and shall be responsible for the training of its employees, servants or agents on safety and safe working practices. CONTRACTOR shall ensure that the personnel to be provided in the performance of the SERVICES are adequately trained in safety precautions and safe working practices before they are involved in the SERVICES and that they are competent to undertake their required duties in a safe and efficient manner. CONTRACTOR shall be responsible for maintaining and enhancing manner. CONTRACTOR shall be responsible for maintaining and enhancing the safety awareness among its personnel and Sub-contractor's personnel, including arranging regular safety meetings and emergency drills, copies of minutes of CONTRACTOR safety meetings shall be submitted to CLIENT.
- 20.12 The employees, servants or agents of the CONTRACTOR when working offshore shall participate in periodic fire and boat drills, instructions in survival, lifesaving and fire fighting.
- 20.13 All personnel assigned to Work Site shall be provided with approved safety helmets, safety glasses, safety shoes and ear protections, by the CONTRACTOR. CONTRACTOR shall also provide to personnel assigned for special jobs with approved life lines, life jackets/life vests, breathing equipment, welding helmets, and all other protective equipment as necessitated by the scope of SERVICES and good industrial safety practices.
- 20.14 CONTRACTOR shall allow CLIENT Representative and/or its designated third Party personnel access at any time to conduct audit on the CONTRACTOR Personnel, records and any other matters related to the safety aspect of the SERVICES at the Work Site(s).

END OF ARTICLE

ARTICLE 21 – DEFAULT OF CONTRACTOR

- 21.1 The occurrence of any of the following events shall be deemed a default by CONTRACTOR under this CONTRACT:-
- (a) Any attempted transfer or assignment or Sub-contract by CONTRACTOR of its right or duties under this CONTRACT without the prior written consent of CLIENT; or
 - (b) The making by CONTRACTOR of an assignment for the benefits of creditors, the filing by or against CONTRACTOR of a petition in bankruptcy or for corporate reorganisation, or the appointment of a receiver or trustee for CONTRACTOR or the properties of CONTRACTOR; or
 - (c) CONTRACTOR fails to make the payment to Contractor Personnel as agreed in CONTRACTOR's agreement with Contractor Personnel; or
 - (d) The failure of CONTRACTOR to satisfy within thirty (30) days of its entry any final judgement upon which execution is possible or the attachment of any general liens against the real or personal property of CONTRACTOR and the continued existence thereof for more than thirty (30) days; or
 - (e) If the CONTRACTOR has in the opinion of CLIENT failed to comply with the CONTRACT or failed to perform the SERVICES or part thereof or has failed to adhere to any of its duties and obligations; or
 - (f) The refusal or the inability or other failure of the CONTRACTOR to perform any part of the CONTRACT in a safe, efficient, professional, workmanlike, skilful, professional and careful manner in accordance with good industry practices or with the required promptness or diligence; or
 - (g) Fulfil its obligations relating to prevention of pollution and substantial pollution result therefrom.
- 21.2 CLIENT shall notify CONTRACTOR in writing of any default and require CONTRACTOR to immediately take appropriate correction action without however prejudicing any of CLIENT rights hereunder or in law or equity.
- 21.3 Notwithstanding the foregoing, in the event of default by CONTRACTOR, CLIENT shall, at CLIENT's sole discretion, enforce the Bank Guarantee and/or Performance Guarantee for completion of the SERVICES.

END OF ARTICLE

HL *KB*

ARTICLE 22 – PROVISION FOR SUSPENSION OF SERVICES

- 22.1 CLIENT may, at any time, suspend all or any part of the remaining SERVICES for any reason whatsoever by giving written notice to CONTRACTOR specifying the part of the SERVICES to be suspended and the effective date of suspension. CONTRACTOR shall cease performance of said suspended part of SERVICES on the effective date of suspension. CONTRACTOR shall continue to perform the unsuspended part of the SERVICES. CONTRACTOR will be given sufficient time for orderly removal of personnel and items not required during suspension.
- 22.2 CONTRACTOR shall comply with CLIENT's instructions with respect to all activities in connection with any suspension of the SERVICES or part thereof. Such compliance will be a factor in determining reasonableness of costs incurred. Compensation for suspension shall be limited to actual and reasonable out-of-pocket expenses. CONTRACTOR will not be compensated for expenses that resulted from suspension or cancellation of SERVICES due to safety reasons.
- 22.3 Neither CLIENT nor CONTRACTOR shall be liable to the other for loss of anticipated profits sustained on account of any suspension of SERVICES or part thereof.
- 22.4 CLIENT may, at any time, authorize resumption of all or any part of the suspended SERVICES by giving notice to CONTRACTOR specifying the SERVICES to be resumed and the effective date of withdrawal of suspension. The SERVICES shall be resumed by CONTRACTOR within three (3) calendar days after receipt of such notice, where applicable.

END OF ARTICLE

JL *AB*

ARTICLE 23 – PROVISION FOR TERMINATION OF CONTRACT

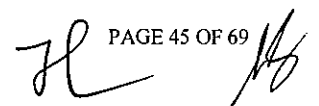
23.1 CLIENT shall have the right at its option to terminate this CONTRACT or any part thereof pursuant to the following provisions.

23.2 Termination Without Cause

- a) Notwithstanding any other provisions to the contrary herein, and in addition to CLIENT's right either to stop the SERVICES or to suspend CONTRACTOR from all or any part of SERVICES pursuant to **ARTICLE 22 – "PROVISION OF SUSPENSION OF SERVICES"**, CLIENT may at any time terminate without cause SERVICES in whole or in part by giving written notice in advance of fourteen (14) days to CONTRACTOR that CLIENT intends to terminate SERVICES, specifying the SERVICES to be terminated, and the effective date of termination.
- b) Should CLIENT terminate this CONTRACT or all SERVICES without cause, CONTRACTOR shall stop performance of all SERVICES or the terminated portion of the SERVICES on the effective date of termination.
- c) In the event CLIENT terminates any part of the SERVICES without cause, CONTRACTOR shall stop performance of the said portion of the terminated SERVICES on the effective date of termination.
- d) Upon receipt and verification of CONTRACTOR's invoice, CLIENT shall pay CONTRACTOR all amounts properly due for the work performed prior to the date of termination and all expenses resulting directly from the termination as Approved by CLIENT.

23.3 Termination For Cause

- a) Subject to provision provided under **ARTICLE 21 – "DEFAULT OF CONTRACTOR"** hereof, CLIENT shall have the right to terminate for cause all or part of the SERVICES by giving a notice in writing, specifying the CONTRACT to be terminated, and the effective date of termination. In either event, CLIENT shall have available to it all rights and remedies proved in law or equity.
- b) On the date on which the termination for cause given pursuant to provision of **ARTICLE 21 – "DEFAULT OF CONTRACTOR"** becomes effective, CONTRACTOR shall stop performance of the CONTRACT. CLIENT shall, retain all amounts which are then due and payable to CONTRACTOR plus reimbursements due to CONTRACTOR for its reasonable and auditable costs incurred in the performance of the SERVICES to the extent such SERVICES are authorised in advance by CLIENT. If the cost to CLIENT for completing the SERVICES is less than the unearned balance of the CONTRACT Price, CLIENT shall pay the retained amounts to CONTRACTOR.
 - (i) If the cost to CLIENT for completing the SERVICES is less than the



unearned balance of the CONTRACT Price, CLIENT shall pay the retained amount to CONTRACTOR. The unearned balance in this context is calculated by deducting all the paid invoices and retained amount from the CONTRACT Price.

(ii) If the cost to CLIENT for completing the SERVICES are greater than the unearned balance of the CONTRACT Price and is less than the retained amount, then CLIENT shall deduct the difference from the retained amount due to CONTRACTOR.

(iii) If such difference is greater than the retained amount due to CONTRACTOR, CONTRACTOR shall pay to CLIENT such difference less the Retained Amount due to the CONTRACTOR.

Notwithstanding, CLIENT may recover the amount due, including any costs involved from the Bank Guarantee.

23.4 In addition to CLIENT's rights to terminate as may be provided herein, CLIENT shall be entitled to terminate this CONTRACT under the following provisions:

23.4.1 In the event of Force Majeure continuing for fourteen (14) days as specified in **ARTICLE 28 – “FORCE MAJEURE”** and there is no expectation of improvement of the situation, then CLIENT shall be entitled to terminate this CONTRACT forthwith.

23.4.2 If at any time during the performance of this CONTRACT, there is any attempted transfer or assignment by CONTRACTOR of its rights or duties under this CONTRACT without the prior written consent of CLIENT.

CLIENT shall be entitled to terminate this CONTRACT on giving notice of termination to CONTRACTOR, such termination shall be effective on the date specified in the notice.

23.5 If CLIENT terminates any part of the CONTRACT in accordance with the **ARTICLE** herein CONTRACTOR shall execute and deliver to CLIENT the documents required by CLIENT with respect to said part of the CONTRACT.

24.6 For the part of the SERVICES terminated, the applicable provision of the CONTRACT shall continue in full force and effect as to all the SERVICES performed prior to the effective date of termination. For the remainder of the SERVICES, the CONTRACT shall remain in full force and effect.

23.7 If this CONTRACT or any portion of the SERVICES is suspended or terminated and if CLIENT so requests, CONTRACTOR shall immediately make every reasonable effort to cancel existing Sub-contracts, purchase orders or other obligations entered into by CONTRACTOR with Sub-contractors, suppliers or others for the performance of the SERVICES, upon terms satisfactory to CLIENT.

23.8 CLIENT may direct CONTRACTOR to execute and delivery to CLIENT all documents related to the CONTRACT as required by CLIENT and to take all steps

Handwritten signatures and initials in black ink, including a large 'JL' and another signature on the right.

necessary to full vest in CLIENT the rights and benefits of CONTRACTOR under existing Sub-contracts or other obligations with Sub-contractors, suppliers and others. In addition, CONTRACTOR shall do whatever is necessary to preserve and protect the SERVICES already in progress, to protect materials, drawings, documents, equipment and supplies in transit or at the Work Site and to minimise all costs to CLIENT and CONTRACTOR resulting from such suspension or termination.

- 23.9 Except as provided above, in the event of termination hereunder, the Parties shall each be released and discharged from any claims by one against the other in connection with the terminated SERVICES. Neither CLIENT nor CONTRACTOR shall be liable to the other for loss of anticipated profits sustained on account of such termination.
- 23.10 If in the performance of this CONTRACT, CONTRACTOR causes the CONTRACT to be terminated, or in the event of default by CONTRACTOR, CLIENT shall have the option to thereafter enforce the Bank Guarantee and/or Performance Guarantee for completion of the SERVICES.

END OF ARTICLE

HL *MB*

ARTICLE 24 – SUB-CONTRACTS AND ASSIGNMENT

- 24.1 CONTRACTOR shall not subcontract or assign the SERVICES or any part thereof without CLIENT's prior written approval. Sub-contract documents and selection of Sub-contractor(s) related to the SERVICES or any part thereof shall require the written approval of CLIENT prior to the award of each Sub-contract, such approval shall not be unreasonably withheld.
- 24.2 CLIENT shall have the right to disapprove, for reasonable cause, any Sub-contractor, supplier, vendor or source of supply selected by CONTRACTOR.
- 24.3 CONTRACTOR shall be fully responsible for any acts, defaults and omissions of any Sub-contractors and persons either directly or indirectly employed by Sub-contractor to the same extent as it is for the acts and omissions of persons directly or indirectly employed by CONTRACTOR.
- 24.4 CLIENT may assign this CONTRACT including all rights and obligations hereunder at any time with the prior written consent of CONTRACTOR which shall not be unreasonably withheld.
- 24.5 CONTRACTOR shall ensure that all CLIENT's right under this CONTRACT including audit rights are incorporated in all CONTRACTOR's Sub-contracts hereunder.
- 24.6 Approvals granted pursuant to this ARTICLE shall not release or relieve CONTRACTOR of any of its obligations under the CONTRACT or create any contractual relationship between any Sub-contractor and CLIENT.


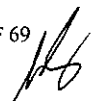
END OF ARTICLE

HL *MB*

ARTICLE 25 – ACCESS AND AUDIT RIGHTS

- 25.1 CONTRACTOR shall maintain and shall cause its Sub-contractors, subsidiaries, and Affiliates to maintain true and correct records of all charges and accounts including gifts and entertainment expenses in connection with the SERVICES and all transactions related thereto and shall retain all such records and accounts for a period of not less than thirty-six (36) months after the expiry of the CONTRACT or any extensions or any termination thereof.
- 25.2 From the effective date of this CONTRACT and within the time period mentioned above, CLIENT shall have the right, during regular scheduled business hours, to inspect and audit the drawings, plans, instructions, procedures, controls, records, including gifts and entertainment records, and accounts of CONTRACTOR, its Sub-contractors and Affiliates in connection with the performance of this CONTRACT, and are in compliance to the CONTRACT terms and conditions. CLIENT shall have the right to reproduce any such documents, which have been inspected.
- 25.3 CLIENT's claims for omissions, corrections, or errors in charges and credits for CLIENT's account and over-payments of amounts billed by CONTRACTOR and others noted above may be presented at any time during and after the CONTRACT period provided that such claims are made during the course of the CONTRACT and within thirty six (36) months after the expiry of the CONTRACT or any extensions or any termination thereof. CONTRACTOR shall make a written response to CLIENT concerning such claims within thirty (30) days of the date of such claims by CLIENT.
- 25.4 CONTRACTOR shall ensure that the provisions of this **ARTICLE** and **ARTICLE 24 – "SUB-CONTRACTS AND ASSIGNMENT"**, are included in all Sub-contracts it may enter into with its Sub-contractors and Affiliates who will supply any of the labour, equipment, materials, or services to be provided under this CONTRACT.

END OF ARTICLE

ARTICLE 26 – CHANGES

- 26.1 Changes to the SERVICES and/or CONTRACTOR Equipment may be required during the performance of SERVICES, or any extension of the CONTRACT, and should be handled expeditiously and effectively by the Parties hereto. Such changes may include, but are not limited to additions, deletions, substitutions, alterations, and modifications.
- 26.2 CLIENT shall have the right, at any time, to make any change but such change shall in no way affect the rights or obligations of the Parties hereto except as provided in a written Change Order. All provisions of the CONTRACT shall apply to all changes.
- 26.3 Except as provided in **ARTICLE 26.6** below, CONTRACTOR shall not proceed with any change prior to receipt of a Change Order, unless authorised in writing by CLIENT Contract Administrator.
- 26.4 Should CLIENT desire a change to the SERVICES and/or CONTRACTOR Equipment, it shall advise CONTRACTOR of said request. CONTRACTOR shall, upon request from CLIENT Contract Administrator, provide CLIENT within fourteen (14) days a Change Order Proposal defining the terms and conditions of the Change Order Proposal. The terms and conditions shall include, but not be limited to price, method of payment, earliest commencement date, and any other information deemed necessary.
- 26.5 When and if CLIENT approves the Change Proposal, CLIENT will issue to CONTRACTOR a written Change Order in duplicate originals in the form shown in **EXHIBIT IX – CHANGE ORDER PROPOSAL**. CONTRACTOR shall sign both duplicate originals of the Change Order to indicate its receipt, understanding and acceptance of it. After execution by CLIENT, one duplicate original will be returned to CONTRACTOR.
- 26.6 In cases of extreme urgency for which CONTRACTOR is unable to submit a firm proposal prior to commencement of SERVICES on the necessary change, CLIENT may issue a "Preliminary Change Order" to authorise CONTRACTOR to proceed with the change on the basis of an approximate written estimate prepared by CONTRACTOR. As soon as possible thereafter, CONTRACTOR shall submit a Change Order Proposal giving a firm price for the change. If the firm price quoted in the Change Order Proposal is more than that quoted in the "Preliminary Change Order", CONTRACTOR shall furnish CLIENT with the reasons for the differences. Upon agreement of the Parties on the firm price, a Change Order shall be issued as outlined in **ARTICLE 26.5**.

END OF ARTICLE

JL *MB*

ARTICLE 27 – LIQUIDATED DAMAGES

- 27.1 If CONTRACTOR fails to complete any portion of SERVICES as per the Schedule of Work stipulated in **EXHIBIT I –SCOPE OF SERVICES**, then CLIENT shall apply liquidated damages in favour of CLIENT for such delay, in the absence of legal ground or justification, at a rate zero point one percent (0.1%) per day of delay up to eight percent (8%) of the total estimated CONTRACT Price.
- 27.2 If CONTRACTOR fails to complete the SERVICES on or before the scheduled completion date, CONTRACTOR shall be responsible for all costs related to such delay including weather downtime costs beyond the scheduled completion date in order to complete the SERVICES.
- 27.3 The reason for such delay is other than:
- (i) Force Majeure; or
 - (ii) Any delay acceptable or reimbursable by the CLIENT to CONTRACTOR under the terms and conditions of this CONTRACT; or
 - (iii) The failure of the CLIENT to perform any of the CLIENT's obligations which directly or materially affect CONTRACTOR's performance schedule as acknowledged in writing by the CLIENT,
- 27.4 The amount due to CLIENT under this **ARTICLE** shall be fixed. Such amounts shall be deducted from payments otherwise due by CLIENT to CONTRACTOR as stated in **ARTICLE 7** entitled "**INVOICING AND PAYMENT**".
- 27.5 CONTRACTOR and CLIENT hereby agree that these amounts of liquidated damages are fair and reasonable because of the difficulty of ascertaining the exact amount of damages that CLIENT may sustain by reasons of such delay in completing the SERVICES and shall be deemed to be in full and final settlement of any claims by CLIENT based on CONTRACTOR's delayed completion of SERVICES as specified above.
- 27.6 Pursuant to **ARTICLE 4.2**, only CLIENT shall have the right to determine whether CONTRACTOR shall be subjected to "Liquidated Damages" upon assessing the severity and impact of CONTRACTOR failures to complete SERVICES.
- 27.7 CLIENT shall have the right to deduct the liquidated damages amount from payments due to CONTRACTOR under this CONTRACT. The terms of this **ARTICLE 27.7** shall not be construed so as to prejudice, alter or limit CLIENT's other rights and remedies under this CONTRACT upon written notification by CLIENT to CONTRACTOR of its intent to withhold.
- 27.8 The Schedule of Work shown in **EXHIBIT I –SCOPE OF WORK** is only indicative; CONTRACTOR shall mobilise the Contract Personnel to work only when received the signed Call-out Request.

The conditions of this **ARTICLE 27** shall then apply to the revised Schedule of Work.

END OF ARTICLE

JL *KB*

ARTICLE 28 – FORCE MAJEURE

- 28.1 Where any Force Majeure event renders impossible or hinders or delays the performance of any obligation (except for the obligation to make payments) or the exercise of any right under this CONTRACT then the failure or omission of CLIENT or CONTRACTOR to perform such obligation shall not be treated as failure or omission to comply with this CONTRACT.
- 28.2 Upon the occurrence of any Force Majeure event, the Party so affected in the discharge of its obligation shall promptly give written notice of such event to the other Party. The affected Party shall make every reasonable effort to remove or remedy the cause of such Force Majeure or mitigate its effect as quickly as may be possible. If such occurrence results in the suspension of all or part of the SERVICES for a continuous period more than fourteen (14) days, the Parties shall meet and determine the appropriate measures to be taken. In the event the Parties do not agree, CLIENT have the right to terminate the forthwith in which case neither Party shall have any further obligation or liability hereunder.
- 28.3 The events falling within Force Majeure include acts of God or force of nature, landslide, lightning, earthquake, flood, fire, explosion, storm, tidal wave, shipwreck and perils to navigation (other than adverse sea or weather conditions), act of war (declared or undeclared) or public enemy, strike (excluding strikes, lockouts or other industrial disputes or action amongst employees of CONTRACTOR or its Sub-contractors) act or omission of sovereign states or those purporting to represent sovereign states, blockade, embargo, quarantine, public disorder, sabotage, accident or similar events beyond the control of the Parties or either of them.

However, the following occurrences shall not be considered as Force Majeure:



- (a) Late delivery of CONTRACTOR Equipment caused by an oversold condition of the market, inefficiencies, lack of funds or similar occurrences; or
- (b) Late performance by CONTRACTOR and/or a Sub-contractor caused by unavailability of equipment, supervisors or labour, inefficiencies, lack of funds or similar occurrences; or
- (c) Mechanical breakdown of any item of CONTRACTOR or its Sub-contractors equipment, plant or machinery; or
- (d) Delays due to ordinary storm or inclement weather; or
- (e) Non-performance by Sub-contractors.

unless the delay arises out of a Force Majeure occurrence and is beyond both CONTRACTOR's and the Sub-contractor's control and an alternate acceptable source of services, equipment, or material is unavailable. Additionally, Force Majeure shall not include financial distress of CONTRACTOR or any Sub-contractor.

JL *AB*

28.4 Any delay or failure in performance by either Party hereto shall not give rise to any claims for damages or loss of anticipated profits if, and to the extent, such delay or failure is caused by Force Majeure.

END OF ARTICLE

ARTICLE 29 – CONFLICT OF INTEREST

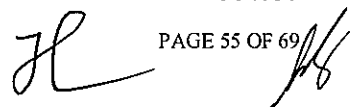
- 29.1 CONTRACTOR shall exercise care and diligence to prevent any actions being taken or conditions from arising, which could result in a conflict with CLIENT's best interest. This obligation shall apply to the activities of the employees and agents of CONTRACTOR in their relations with CLIENT's employees and their families, and with suppliers, Sub-contractors, and third parties, arising from the CONTRACT or related to the performance of the SERVICES.
- 29.2 CONTRACTOR's efforts shall include, but not be limited to, establishing precautions to prevent its employees, officers or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans, or other considerations for the purpose of influencing individuals to commit acts contrary to CLIENT's best interest.

END OF ARTICLE

ARTICLE 30 – WAIVERS

- 30.1 The failure of CLIENT, at any time, or from time to time to enforce, or to require the strict adherence and performance of any of the terms and conditions of the CONTRACT, to exercise any option, right, or privilege hereunder, or to demand compliance as to any obligation or covenant, shall not constitute a waiver of any such terms and conditions and/or affect or impair such terms or conditions in any way, or the right, privilege, or option of CLIENT, or of the strict performance of CONTRACTOR thereof unless an express waiver is properly executed and evidenced in writing.
- 30.2 Waivers by CLIENT of any breach or non-observance by CONTRACTOR of any of the terms and conditions of this CONTRACT shall not constitute or be construed as a waiver of any succeeding breach or non-observance of the same or any other terms or conditions.

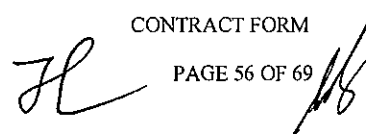
END OF ARTICLE

Handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.

ARTICLE 31 – CONFIDENTIALITY

- 31.1 CONTRACTOR shall obtain written approval from CLIENT prior to making any publicity release, public statements or announcement regarding the CONTRACT and the performance of the SERVICES or CONTRACTOR's activities related to its participation in the SERVICES.
- 31.2 CONTRACTOR shall at all times hold confidential and shall not, without CLIENT's prior written approval, divulge to third parties or use in any way other than for accomplishing the SERVICES or for purposes other than that specified in the CONTRACT, any technical information or any processes, process data or calculations or any drawings or designs showing the equipment, devices and machinery by which the processing is to be performed or carried out, disclosed, directly or indirectly, to CONTRACTOR by CLIENT or its Affiliates in regard to the SERVICES or the results thereof.
- 31.3 Upon completion of the SERVICES or upon receipt by CONTRACTOR of CLIENT's notification of termination of the SERVICES or any part thereof as the case may be, CONTRACTOR shall return to CLIENT all documents, drawings, and data provided to CONTRACTOR by CLIENT.
- 31.4 CONTRACTOR shall ensure that the provisions of this **ARTICLE** are adhered to by its employees, its Sub-contractors, and Sub-contractor's employees and shall promptly notify CLIENT upon discovery of any instance where the requirements of this **ARTICLE** have not been complied with.
- 31.5 This **ARTICLE** shall continue in force notwithstanding the completion or earlier termination of this CONTRACT.
- 31.6 The provisions of this **ARTICLE** shall not apply:
- (a) insofar as any of the documents, drawings, and data referred to in the SERVICES are part of public knowledge or literature at the date of their receipt by the CONTRACTOR as from such date;
 - (b) insofar as any of the documents, drawings, and data referred to in the SERVICES become part of public knowledge or literature after the date of their receipt by the CONTRACTOR as from such subsequent date;
 - (c) insofar as any of the documents, drawings, and data are developed by the CONTRACTOR independently of the CONTRACT.
 - (d) insofar as any of the documents, drawings, and data lawfully becomes known or available to the CONTRACTOR from third party who are not under a similar agreement, directly or indirectly, with CLIENT hereto.
 - (e) where disclosure is required to be made in order to comply with the requirements of any law, rule or regulation of any governmental or regulatory body having jurisdiction over the SERVICES or the CONTRACTOR, or of any relevant stock exchange.

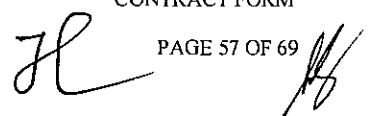
END OF ARTICLE



ARTICLE 32 – ARBITRATION

- 32.1 Any dispute between the Parties as to the performance of this CONTRACT or the rights or liabilities of the Parties herein, or any matter arising out of the same or connected therewith, which cannot be settled amicably shall be settled by The Vietnam International Arbitration Centre at the Vietnam Chamber of Commerce and Industry (VIAC) in accordance with its Rules of Arbitration, before a board of three (3) arbitrators. Each of the Parties hereto shall be entitled to appoint one arbitrator and the two arbitrators shall agree on a third arbitrator. In the event agreement upon the third arbitrator cannot be reached, the third arbitrator shall be appointed by the VIAC's President. It is agreed, however, that no one who is an employee of either Party or who is in anyway financially interested in this CONTRACT shall be appointed to act as an arbitrator.
- 32.2 Such arbitration shall be held at Ho Chi Minh City, Socialist Republic of Vietnam. The award of the arbitrators shall be final and binding upon the Parties. The costs of the arbitration shall be borne by the Party whose contention was not upheld by the arbitration tribunals, unless otherwise provided in the arbitration award. The language of the Arbitration shall be in English language.
- 32.3 Notwithstanding the foregoing, the Parties may agree that any particular matter of disputes can most expeditiously be settled by an Expert. In that event, the Parties shall jointly prepare and sign a statement on the issue to be determined by the Expert before agreeing upon the identity of the Expert. The Parties shall then agree upon the identity of the Expert to determine the issue described in the said statement and the decision of the Expert on that issue shall be final and binding on the Parties without further arbitration on that issue. If the Parties cannot agree upon the identity of the Expert within fourteen (14) days after the date the last Party signs the aforesaid statement of the issue, then the dispute shall be referred to arbitration as indicated above.


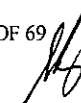
END OF ARTICLE



ARTICLE 33 – COMPLIANCE WITH LAW

- 33.1 CONTRACTOR and its Sub-contractors shall be subject to all applicable laws in connection with the SERVICES. If CONTRACTOR or its Sub-contractors perform any part of the SERVICES in breach of the law, then CONTRACTOR shall bear any additional costs of the SERVICES resulting from said violation and correction thereof. For the purpose of this **ARTICLE**, "law" includes any laws (national, state, municipal, local, or others) and any requirements, ordinances, rules, or regulations of any relevant authority or agency (national, state, municipal, local, or other).
- 33.2 CONTRACTOR shall not enter into negotiations with any relevant authority or agency to develop acceptance to exemption, composition, variation, or revision to law in connection with this CONTRACT without CLIENT's prior written approval.
- 33.3 CONTRACTOR shall be responsible for and shall bear all the costs of obtaining all necessary licences, permits, and authorisations required by law that must be obtained in CONTRACTOR'S name from the relevant governmental authorities for CONTRACTOR to do business in the country, or countries wherein any part of the SERVICES is performed, and shall give all required notices.
- 33.4 CONTRACTOR shall, at CONTRACTOR's cost, defend, indemnify, and hold CLIENT and its Affiliates harmless from all forms of penalty which may be imposed on CLIENT and its Affiliates by reason of any alleged or violation of law by CONTRACTOR or its Sub-contractors and also from all claims, suits, or proceedings that may be brought against CLIENT and/or its Affiliates arising under, growing out of, or by reason of the SERVICES with respect to such alleged or violation of law whether brought by employees of CONTRACTOR or its Sub-contractors or by third parties or by any relevant authority.
- 33.5 CONTRACTOR's obligations under this **ARTICLE** shall include, without limitation, obtaining all necessary or appropriate import and export licences and Customs clearances for materials, tools, vessel, parts and spares, and equipment for the SERVICES and providing all documentation in support of such licenses and clearance.

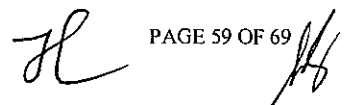
END OF ARTICLE

ARTICLE 34 – GOVERNING LAW AND LANGUAGE

- 34.1 The validity and interpretation of this CONTRACT and the legal relations of the Parties to it shall be governed by the substantive laws of Vietnam, without having regards to its conflicts of law's provisions.
- 34.2 All documents produced by CONTRACTOR in the performance of this CONTRACT as well as all written communications between CLIENT and CONTRACTOR shall be written in the English language which is hereby designated the governing language of the CONTRACT. CONTRACTOR and CLIENT may use any language within their own organisations, except that all Sub-contracts and all written communications pertaining to them shall be in English.

END OF ARTICLE

Handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.

ARTICLE 35 – PATENTS AND OTHER PROPRIETARY RIGHTS

35.1 COPYRIGHT

CONTRACTOR shall promptly give notice to CLIENT if CONTRACTOR has or acquires knowledge or any copyright under which a suit for infringement could reasonably be brought because of the use by CLIENT of any designs, processes, methods or SERVICES product information incorporated or to be incorporated by CONTRACTOR in the performance of SERVICES. Following notification to CLIENT, CONTRACTOR shall not incorporate into the SERVICES these designs, processes, methods or SERVICES product information without CLIENT's prior written approval.

Where designs, processes, methods and SERVICES product information specified and used by CONTRACTOR in the accomplishment of SERVICES infringe any copyright, CONTRACTOR shall indemnify, defend and hold CLIENT and their Affiliates harmless from and against any and all claims, demands or causes of action of whatever nature and shall further agree to pay all costs, including counsel and witness fees, court costs, awards, damages and any and all expenses incurred by or assessed against CLIENT resulting from such claims, demands or causes of action.

In case the said designs, processes, methods and SERVICES product information or any part thereof is held by such a suit to constitute infringement and its use enjoined, CONTRACTOR shall at its own expense either procure for CLIENT the right to continue using the designs, processes, methods and SERVICES product information or replace the designs, processes, methods and SERVICES product information with non-infringing designs, processes, methods and SERVICES product information or modify the designs, processes, methods and SERVICES product information so as to remove the infringement. Where, however, an infringement of any copyright occurs as to design, process, method and SERVICES product information expressly specified by CLIENT, CLIENT shall indemnify and save CONTRACTOR harmless from any loss on account of claims for copyrights infringement against CONTRACTOR provided that CONTRACTOR notifies CLIENT immediately upon receiving notice of infringement.

35.2 PATENTS

In the event CONTRACTOR files a patent application in which any of the technical information provided to CONTRACTOR by CLIENT or by any subsidiary or Affiliate is disclosed, CONTRACTOR agrees to provide CLIENT with a copy of such application. If such application includes technical information of CLIENT or its Affiliates which is proprietary, CONTRACTOR shall not permit the publication in any country of a patent based on such application without CLIENT's prior written approval.

35.3 TECHNICAL INFORMATION

Title to all drawings, specifications, requisitions, calculations, and other patent documents. Design concepts, technical information prepared by CONTRACTOR or its Sub-contractors solely for the CONTRACT or any invention development by CLIENT from information received shall be vested in CLIENT and may be used by or for CLIENT, for any purposes.

END OF ARTICLE

ARTICLE 36 – ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements related to this CONTRACT, either written or oral, including CLIENT's bid document and CONTRACTOR's proposal(s) except to the extent they are expressly incorporated into this CONTRACT. No changes, alterations, or modifications to this CONTRACT shall be effective unless in writing, and executed by the authorised signatories of CLIENT and CONTRACTOR.

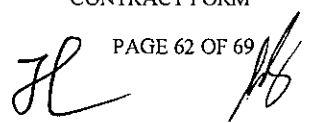
END OF ARTICLE

JL *AB*

ARTICLE 37 – NON-EXCLUSIVE AGREEMENT

This CONTRACT is non-exclusive and CLIENT reserves the right, without having to give any reason whatsoever to engage other suppliers and/or contractors to supply and/or perform similar or identical SERVICES. CONTRACTOR shall afford such other contractors adequate opportunity to carry out their contracts and shall accomplish the SERVICES in co-operation with those contractors and with CLIENT.

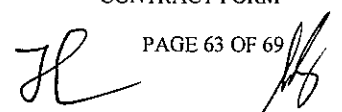
END OF ARTICLE

Handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.

ARTICLE 38 – INDEPENDENT CONTRACTOR

- 38.1 CONTRACTOR is an independent contractor and neither CONTRACTOR nor its employees, nor CONTRACTOR's Sub-contractors or their employees, are agents or employees of CLIENT. The entire performance, operation, management, and control of CONTRACTOR Equipment shall be under the exclusive control and command of CONTRACTOR. CONTRACTOR's primary purpose shall be to perform all acts necessary to execute the SERVICES consistent with safety and good oilfield practice.
- 38.2 It shall be the sole exclusive duty of CONTRACTOR to determine at all times whether the SERVICES can be safely continued or undertaken. It shall be CONTRACTOR's duty to inspect and ensure that all cargo and items of equipment located at the Work Site and at CONTRACTOR's onshore base are stored in a proper and safe manner and in all respects fit and suitable to undertake any contemplated operation under the then existing conditions.
- 38.3 The presence of, and the inspection and supervision by, CLIENT Representative(s) at the Work Site shall not relieve CONTRACTOR from CONTRACTOR's obligations and responsibilities.

END OF ARTICLE

Handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.

ARTICLE 39 – SURVIVAL OF OBLIGATIONS

Notwithstanding anything to the contrary written in this CONTRACT, the liabilities, indemnity and obligations of CLIENT and CONTRACTOR under this CONTRACT arising prior to the termination or completion of this CONTRACT shall survive any termination, repudiation, cancellations or completion of this CONTRACT.

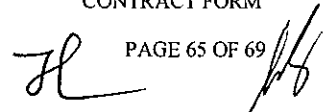
END OF ARTICLE

JL *MB*

ARTICLE 40 – LIMITATION OF LIABILITY

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

END OF ARTICLE

Handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.

ARTICLE 41 – NOTICES

41.1 All notices required herein shall be in writing and made to either Party and shall be deemed to have been properly given or made to the Party it is addressed to if the notices are sent to the respective Party at the address as indicated hereunder:

CLIENT :

**KHANH MY PETROLEUM OPERATING BRANCH - PETROVIETNAM
EXPLORATION PRODUCTION CORPORATION LIMITED**

The 19th Floor Victory Tower
12 Tan Trao Str., Tan My Ward,
Ho Chi Minh City, S.R Vietnam
Tel: (84-28) 3638 0789 Fax : (84-28) 3963 6633

ATTN : Director

CONTRACTOR :

NAME : *To be specified by CONTRACTOR*
ADDRESS : “
TELEFAX : “
TELEPHONE : “
ATTENTION

41.2 The date of any notice shall be either the date it is first delivered received at the office of the addresser, or the date it is first received by the addressee, whichever is earlier.

Written notice or instruction shall be deemed to have been received:

- If delivered by hand - At time of delivery to either Party
- If sent by fax - At time of transmission
- If sent by registered mail - At time of receipt or recorded delivery.

41.3 If the time of such deemed receipt of notice is not during customary hours of business, notice shall be deemed to have been received at 10:00 A.M. on the first customary day of business thereafter.


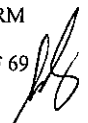
41.4 Either Party may change the person or address to which notice shall be sent by giving the other Party written notice of such change.

END OF ARTICLE

ARTICLE 42 – TITLE

- 42.1 All materials, raw data, field logs, documents drawings and calculations covered by this CONTRACT in respect of the SERVICES and each part thereof, and everything intended for incorporation therein, shall, as soon as they are delivered or appropriated to the SERVICES be sole and unencumbered property of CLIENT.
- 42.2 The CLIENT Representative shall be entitled at all reasonable times to inspect the said raw data, field logs, documents, drawings, calculations and materials or parts thereof at all areas where the SERVICES is being or has been performed to ensure that this **ARTICLE** has been observed and, if it has not been observed, to clearly mark or identify the equipment and materials at CONTRACTOR's cost.
- 42.3 CONTRACTOR hereby waives any liens or claims, which it might have at any time on or against any material raw data, field logs and documents, drawings and calculations, which is to be incorporated into the SERVICES.

END OF ARTICLE

ARTICLE 43 – SEVERABILITY

In the event that a determination, binding upon CLIENT and CONTRACTOR, is made that one or more provisions of the CONTRACT are void, unenforceable or unlawful, all other provisions of the CONTRACT shall continue in force to the extent not affected thereby provided that as a result of such determination, either the rights and obligations of CLIENT and CONTRACTOR hereunder are not materially adversely affected or CLIENT and CONTRACTOR agree to maintain this CONTRACT in force together with such amendments as they deemed advisable.

END OF ARTICLE

HL *AK*

SIGNATORIES

This CONTRACT shall inure to the benefit of and be binding upon the legal representatives, successors and assigns of the Parties hereto.

IN WITNESS WHEREOF, the Parties have caused this CONTRACT to be executed in four (04) originals in their respective corporate names by their respective officers, thereunder duly authorised, as of the date and year first above written.

CLIENT

**For and on behalf of
KHANH MY PETROLEUM OPERATING
BRANCH - PETROVIETNAM
EXPLORATION PRODUCTION
CORPORATION LIMITED**

CONTRACTOR

**For and on behalf of
(CONTRACTOR'S Name)**

Name :

Designation :

Name :

Designation :

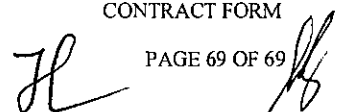


EXHIBIT I

SCOPE OF WORK



TABLE OF CONTENTS

1. SCOPE	1
1.1. Objective.....	1
1.2. Interpretation.....	2
1.3. General Scope of Work.....	2
2. REQUIREMENT FOR CONTRACT PERSONNEL	3
2.1. General.....	3
2.2. Organization Charts	4
2.3. Non-Exclusive Service	4
2.4. Transfer of Contract Personnel	5
3. WORK LOCATION	5
4. NOMINATION AND SELECTION OF CONTRACT PERSONNEL	5
4.1. CLIENT Request	5
4.2. BIDDER Screening of Suitable Candidates	5
4.3. BIDDER Response to CLIENT Request.....	5
4.4. CLIENT Review of BIDDER Submittals	6
4.5. Suitability of Candidate Personnel.....	6
4.6. Rejection by CLIENT	6
4.7. CLIENT's Authorization of Services	6
4.8. CLIENT's Right to Nominate its own Candidates	6
5. DURATION OF ASSIGNMENTS	6
6. BIDDER'S OBLIGATIONS	7
6.1. Prompt Payment.....	7
6.2. Support and Assistance.....	7
6.3. Host Country Formalities.....	7
6.4. Insurance.....	7
6.5. Breach	8
7. WORK SCHEDULE	9
7.1. Work Schedule.....	Error! Bookmark not defined.
8. SAFETY GEAR AND SAFETY TRAINING	10
8.1. Safety Gear	10
8.2. Safety Training	10
9. THIRD PARTY SERVICES	10
10. EMPLOYMENT AGREEMENT	10
10.1. General Requirements.....	10
10.2. No Limitation Covenant	11
11. BIDDER PERSONNEL RATES	11
10.1 Compensation Forms (Unit Rate Services).....	11
12. CHANGES IN ASSIGNED WORK LOCATION	11
13. HOST COUNTRY TAXES	11
12.1 Full Disclosure	11
12.2 Timely Payment.....	11
12.3 Records and Audit	11
12.4 Periodic Reconciliation	12
14. MOBILIZATION AND DEMOBILIZATION EXPENSES	12
15. TIMESHEETS	12
16. BUSINESS EXPENSES	12
17. TERMINATION	13

18. EXCEPTIONS TO CONTRACT PROVISIONS 13
19. PROVISION BY CLIENT 13
 19.1 Office and Facilities 13
 19.2 Regulation and Codes of Practices 13
 19.3 Accommodation & Transportation 13



EXHIBIT I - SCOPE OF WORK

1. SCOPE

1.1. Objective

The objective of this CONTRACT is for BIDDER to provide suitably qualified Contract Personnel as listed below to meet requirements as specified in the CLIENT's requirements as at least; to administer CLIENT referred Contract Personnel and to perform manpower support services at the assignment locations designated by CLIENT.

The list of the required Contract Personnel is referred in Annex 1.

The duration for the required Contract Personnel is only tentative. The start date for each position will align with the Signed Call Out Request. At no time shall the BIDDER be permitted to subcontract with Contract Personnel for a duration that differs from the signed Call Out Request, and the end date for each position must not exceed the duration specified in Annex 1. These above required positions shall be based in locations (referred to as "Work Site") designated by CLIENT subject to work natures and project schedule:

Work Site shall be either:

- (i) CLIENT Head Office: PVEP-KHANH MY Office in Ho Chi Minh City, Vietnam.
- (ii) Project Fabrication Site: Vietnam
- (iii) Offshore Site: Khanh My and Dam Doi Fields, Block 46/13, Offshore Vietnam

At the commencement of the Service, CLIENT shall instruct the Work Site for the approved Contract Personnel. During the course of the project execution, the Contract Personnel may be relocated to either CLIENT Head Office or Project Site if the period is longer than 2 months continuously or longer period subject to CLIENT's decision. The monthly lumpsum payment shall be remained unchanged for such relocation.

Subject to business travel trips, the compensation shall apply the CLIENT's policy if such trip is authorised by CLIENT.

During the service with CLIENT, Contract Personnel might be required to work outside the Work Site within the Socialist of Republic of Vietnam and / or overseas.

For Services provided in locations within the Socialist of Republic of Vietnam BIDDER shall be solely responsible for the provision and employment of said Contract Personnel and for the administration of all aspects of the Services.

For Services provided at an international location, BIDDER or BIDDER's nominated subBIDDER for that location shall be responsible for the provision and employment of said Contract Personnel and for the day to day administration of the Services at such international



location, under such subcontract terms and conditions that are back to back with the terms and conditions of the CONTRACT and in every respect acceptable to CLIENT.

1.2. Interpretation

Pursuant to the objective set forth in Section 1.1 herein to provide back to back terms and conditions between this CONTRACT and any subcontract entered into by BIDDER with one or more of the subBIDDER(s) nominated in the CONTRACT, the Scope of Services to be provided by such nominated subBIDDER shall be the same as for BIDDER for Services to be provided within the Socialist Republic of Vietnam.

Accordingly, except as may be expressly stated otherwise, all references to BIDDER within this Exhibit I – Special Provisions and Scope of Work to the CONTRACT shall refer to and apply equally to BIDDER's nominated subBIDDER, responsible for the provision of Services at a given international location.

For all such subcontracted Services, BIDDER shall be solely responsible for the performance of the nominated subBIDDER and shall ensure that the subcontracted services so provided comply in every respect with the extent and standard of Services contemplated by the CONTRACT.

1.3. General Scope of Work

The scope of the Work to be provided by BIDDER shall generally consist of:

- Sourcing and providing Contract Personnel in accordance with the Terms and Conditions of the CONTRACT and in accordance with CLIENT's policies and procedures governing Contract Personnel.
- Providing support services associated with employing Contract Personnel at the locations where Project work is performed. BIDDER shall provide the services in accordance with laws and legal obligations applicable to the provision of manpower and support services in the countries and locations associated with the Project.
- Providing administrative services to satisfy all legal formalities and tax protocols in connection with the employment and residence of Contract Personnel and dependent individuals in the locations in which the Services are performed.
- Maintaining up to date market information related to the infrastructure available to support Contract Personnel in the various Project locations.
- Maintaining up to date administrative records for the total compliment of Contract Personnel under its supply of sufficient quality to ensure the proper and smooth administration of the Services in the various Project locations, including, but not limited to, a centralized personnel register, employment and visa registers, mobilization / demobilization record, timesheet record, business trip authorization and expense records, home leave accrual record, salary and allowance payment records, personal income tax payment and certified tax assessment records; and emergency evacuation records, and the like. All such administrative records shall be made available to CLIENT upon request, the format and composition of which shall be satisfactory to CLIENT. BIDDER shall nominate and provide a copy of the curriculum vitae of BIDDER's proposed representative who will be responsible for BIDDER's overall performance of the services and be the main CLIENT contact point for the performance and administration of the Services.



2. REQUIREMENT FOR CONTRACT PERSONNEL

2.1. General

The BIDDER shall ensure that it assigns appropriately qualified and experienced personnel to suit the requirements of each position and / or services required by CLIENT to be performed under each Work Order and shall ensure that such personnel are not removed from the Services without prior approval from CLIENT. Any personnel proposed by BIDDER shall have at least the following requirements:

- All BIDDER's lead discipline engineers be professionally registered engineer(s), with a minimum of twelve (12) year experience in the offshore oil and gas industry and at least three (3) projects experience in relevant proposed position of similar size project and work scope or bigger.
- All BIDDER's senior discipline engineers/supervisors must be professionally registered engineer(s) and must have a minimum of ten (10) years relevant experience in the offshore oil and gas industry and at least two (2) years or two (2) projects experience in the relevant proposed position of similar size project and work scope or bigger.
- All BIDDER's discipline engineers/inspectors/officer must be professionally registered engineer(s)/bachelor(s) and must have a minimum of seven (7) year relevant experience in the proposed position of similar size project and work scope or bigger.
- All BIDDER's non-technical managerial/ lead positions must be at a minimum of twelve (12) years with relevant experience in the oil and gas industry and at least two (02) projects in the relevant proposed position of similar size project and work scope or bigger.
- All BIDDER's non-technical senior positions must be in a minimum of ten (10) years with relevant experience in the offshore oil and gas industry and at least three (03) projects in the oil and gas industries.
- All BIDDER's non-technical positions must be at a minimum of five (5) years with relevant experience in the offshore oil and gas industry or at least one (01) project with relevant experience in oil and gas industry.

Upon receiving instruction from CLIENT, BIDDER shall mobilize the required personnel to perform Services at the designated Work Site. CLIENT reserves the right to approve or disapprove any of BIDDER's proposed personnel prior to their mobilization.

Contract Personnel shall be deployed on single status to Work Site.

Contract Personnel assigned under this Contract shall ensure that their actions and conduct shall in no way detract from the integrity and image of CLIENT. As and where appropriate, CLIENT shall supply uniforms to Contract Personnel if required. Under such circumstances, Contract Personnel shall wear CLIENT uniform while performing his duties to uphold the image of CLIENT.

Contract Personnel may be required to work with other BIDDERS who have different rules and regulations governing conduct at the Work Site. The Personnel shall acquaint himself with these rules and regulations and to conduct himself accordingly.

Contract Personnel may have to work with personnel of various nationalities. Under such circumstance, he shall respect the customs and behavior of these different nationals and refrain from derisive or scurrilous comments or actions.

All Contract Personnel shall study and understand all applicable CLIENT specifications, regulations, applicable codes and standards.



Contract Personnel are expected to perform their Services to the satisfaction of CLIENT. Should they fail to meet the expected performance standard, CLIENT shall request BIDDER to demobilize the personnel by giving three (03) days notice in advance. It shall be BIDDER's responsibility to find a suitable replacement candidate to replace within such time, to be approved by CLIENT.

Contract Personnel must be familiar with the working conditions. BIDDER shall ensure that its personnel have adequate knowledge of working at the Work Sites and Offshore Facilities when necessary and required. Contract Personnel must have suitable health certificate for assigned work as well as for attending basic safety courses (Basic Offshore Safety, Sea Survival, HUET and Fire Fighting courses) as required by CLIENT.

Contract Personnel shall be required to perform Services either at onshore or offshore locations. Contract Personnel will be transported to various locations by helicopter, car or supply boats...

CLIENT reserves the right to assign the Personnel to any of the other CLIENT's facilities either onshore or offshore Vietnam, as the need arises.

BIDDER shall ensure that all Contract Personnel for the Services have completed the requisite safety and/or skill training. Upon request by CLIENT, BIDDER shall produce evidence that the personnel have undergone such training or the required refresher courses. CLIENT has the right to demobilize any Contract Personnel if it is discovered that the Personnel have not undergone the specified training and BIDDER shall replace same at no additional cost to CLIENT. BIDDER must also furnish detailed courses/training attended by the proposed BIDDER's Personnel.

In the event that Contract Personnel submit or tender for resignation while still under this contract, it shall be BIDDER's responsibility to find a suitable replacement at no additional cost whatsoever to CLIENT. Acceptance of such a replacement candidate shall be subjected to CLIENT's approval.

2.2. Organization Charts

BIDDER shall provide the positions who are qualified and has good experience as required in the list in Section 1.1 above. These required positions shall be based in the WORK SITE as designed by CLIENT.

CLIENT may from time to time request more required positions by providing the updated list or organization charts setting out examples of the technical, supervisory, inspection and administrative support personnel CLIENT may require for the Project. Such information is intended to be indicative only of the types of personnel that BIDDER may be required to provide as part of the Services. Such information shall not be construed as anything more than a general indication of the types of personnel that may be required; nor shall such information be interpreted by BIDDER as indicating any minimum level of Services to be provided during the term of the CONTRACT.

2.3. Non-Exclusive Service

BIDDER acknowledges and accepts that the provision of Contract Personnel to CLIENT through these Services is not in any way an exclusive arrangement and that CLIENT shall retain the right to contract with others for the provision of all or any of its Contract Personnel requirements.



2.4. Transfer of Contract Personnel

CLIENT shall retain the exclusive right, but not the obligation, to shift or move individuals at any time during the term of the Services and for any reason to another BIDDER or agent providing similar services and support without penalty to CLIENT or individuals under BIDDER's supply.

In all such circumstances BIDDER will be required to co-ordinate with CLIENT as to the timing of the transition to ensure that the transition causes the least disruption possible to the individual personnel and to project activities. In the event that the transition involves a shift or move to another BIDDER then BIDDER will be required to fully co-operate with both CLIENT and the other BIDDER, it will be possible to achieve a transition with the least disruption.

3. WORK LOCATION

The prime work location for the Services contemplated by this CONTRACT is at Work Site (as instructed by CLIENT) with minor secondary work locations within Vietnam and / or overseas, as determined by the nature of CLIENT's Project activities.

4. NOMINATION AND SELECTION OF CONTRACT PERSONNEL

In case BIDDER will be requested by CLIENT for providing additional/replaced personnel, it shall be in accordance with the nomination and selection process hereinafter described:

4.1. CLIENT Request

CLIENT may from time-to-time request BIDDER to provide personnel to the Project. Such a request shall be in writing and shall include an outline requirement that stipulates the experience and qualifications required of the candidate, the assignment location(s), the likely start date and duration, the personnel remuneration details and any deviations from the Project Policies.

4.2. BIDDER Screening of Suitable Candidates

BIDDER shall promptly respond to each CLIENT request by carrying out such comprehensive candidate search as is necessary to recommend the most suitable of the potential candidates that are both interested and available for the intended assignment in accordance with the job description and proposed terms of employment notified by CLIENT as part of the request notice.

In performing such screening of potential candidates CONTRATOR is authorized to release to each candidate, under strict terms of confidentiality pursuant to the CONTRACT, such information regarding the job description, proposed remuneration, assignment duration and general terms of employment for Contract Personnel as is necessary to confirm each candidate's interest in the assignment being offered.

4.3. BIDDER Response to CLIENT Request

Upon completion of candidate screening, BIDDER shall respond to each CLIENT request by submitting:

- Curriculum vitae of BIDDER's nominated candidate(s) for the identified position;
- Details of contact people from whom references can be obtained, including telephone numbers and facsimile numbers;
- Confirmation of availability (including earliest possible start date).



Nominated candidates shall be individuals qualified and competent for the position in question, possessing an appropriate level of experience, credentials and professional accredited registrations according to the applicable job description.

4.4. CLIENT Review of BIDDER Submittals

CLIENT shall have sole and final authority to determine the suitability of BIDDER proposed personnel with respect to CLIENT's requirements.

4.5. Suitability of Candidate Personnel

If CLIENT notifies BIDDER that the candidate proposed by BIDDER is potentially suitable, CLIENT shall have the right, but not the obligation, to direct BIDDER to provide, any or all of the following:

- a personnel interview at a time and location acceptable to CLIENT;
- a background checks to include confirmation of relevant work experience, employment history, and business and professional affiliations, to the satisfaction of CLIENT;
- a letter or correspondence from a licensed practicing physician or medical doctor certifying the candidate's fitness for the position.
- a proposal for each candidate including sufficient detail to demonstrate compliance with local labor laws.

When the foregoing (as required by CLIENT) has been provided, CLIENT shall notify BIDDER of its acceptance or rejection. No offer is to be communicated to the individual without CLIENT's prior acceptance.

4.6. Rejection by CLIENT

In the event that CLIENT rejects a candidate, CLIENT shall not be required to provide any explanation. Additionally, CLIENT reserves the right to seek proposals for fulfilling the specified requirements from other sources.

4.7. CLIENT's Authorization of Services

Upon acceptance of a candidate proposed by BIDDER, CLIENT shall provide BIDDER with written authorization to proceed with mobilization by countersignature of the Employment Authorization provided by BIDDER as part of its proposal for the individual.

4.8. CLIENT's Right to Nominate its own Candidates

CLIENT reserves the right to nominate personnel to be engaged by BIDDER to fulfill any part of the Services required to support the Project. In any such event:

- CLIENT will provide BIDDER with written advice of the nomination;
- BIDDER shall provide a proposal for providing the individual; and
- CLIENT shall provide BIDDER with written authorization to proceed with mobilization.

5. DURATION OF ASSIGNMENTS

CLIENT shall have the right to determine the assignment durations of all Contract Personnel provided for the Services, and any subsequent changes thereto, consistent with its overall



Project-related requirements. BIDDER shall not remove personnel assigned to the Services without CLIENT's prior written consent.

6. BIDDER'S OBLIGATIONS

6.1. Prompt Payment

BIDDER shall be responsible for the payroll and administration of compensation, allowances and other benefits payable to the Contract Personnel. BIDDER shall promptly pay to the Contract Personnel under its supply all obligations defined herein including the full basic salary, location uplift and location allowance for each month pursuant to the time for payment I.

If requested by CLIENT, a payroll register, or other auditable documentation acceptable to CLIENT shall be submitted by BIDDER to substantiate payment of salary and allowances to each Contract Personnel. As a minimum such documents shall show, by individual, all approved days worked, allowances paid, payroll burdens and benefits, the date such payments are made and whether by cash or wire transfer.

6.2. Support and Assistance

BIDDER shall provide such assistance to the Contract Personnel and any CLIENT stipulated subBIDDERS as may be further described in the Project Policies and / or necessary for locating, selecting, securing and obtaining, as appropriate and as requested:

- leases for accommodation, automobiles, cell phones, internet access, and other similar services;
- resident permits, and any other similar formalities; and
- Local legal representation and assistance where required.
- Such assistance shall, with CLIENT agreement, extend to the provision of monetary advances to enable the Contract Personnel to secure leases for accommodation, automobiles and the like.

6.3. Host Country Formalities

BIDDER shall satisfy all Host Country legal immigration formalities and personal income tax protocols for the safe and comfortable travel, entry, residence, and employment of the Contract Personnel at the various Project locations and shall keep CLIENT apprised with up to date detail of current legal host country immigration formalities and personal income tax protocols, or any legally mandated changes to said host country immigration formalities and personal income tax protocols, associated with such residence and employment.

6.4. Insurance

BIDDER as part of its overhead cost shall extend as necessary to the Contract Personnel the corporate insurance required under the CONTRACT for third party liability, professional indemnity and automobiles as part of its obligations under the CONTRACT.

BIDDER shall be responsible to provide Contract Personnel with health insurance or equivalent provisions according to statutory legislation within the country of their citizenship or in which they permanently reside. In addition, Contract Personnel shall be provided with medical and evacuation (SOS) insurance coverage as appropriate to the location of the assignment and when on authorized international business travel or approved leave. BIDDER shall be responsible to provide Private Health Insurance for Contract Personnel in which the



insurance policy has zero co-insurance cost to Contract Personnel and the insurance is not restricted to any hospitals in Vietnam.

At the discretion of CLIENT, BIDDER shall be responsible for providing Medical and Evacuation insurance for Contract Personnel through a third-Party service provider that should be acceptable by CLIENT. BIDDER shall have an obligation to provide support and protect the legitimate insurance benefits for Contract Personnel.

Once the Contract Personnel starts the work, all the insurance for Contract Personnel must be activated.

6.5. Breach

Should BIDDER fail to ensure that the Contract Personnel are promptly paid in accordance with timing and other provisions set forth in the CONTRACT, fail to provide support and assistance or appropriate medical insurance, become insolvent, fail to ensure that the legal immigration formalities or personal income tax protocols of the Host Country are fully complied with, fail to ensure that personal income tax payments made against monies received from CLIENT for that purpose are correctly reconciled pursuant to the provisions of this CONTRACT, or to otherwise commit a breach of this CONTRACT; CLIENT shall have the right to take action as it determines appropriate to minimize any loss to CLIENT or disruption to the Project.

In the event that BIDDER should fail to ensure that Contract Personnel salaries and allowances are paid in accordance with the timing provisions set forth in the CONTRACT, CLIENT may serve notice on BIDDER that for the payment or payments in question it will itself make direct payment to the Contract Personnel concerned. In any such event, the payments made by CLIENT shall in every respect be at the expense of BIDDER and CLIENT shall be entitled to offset the cost incurred in making such payments, including the cost of transaction fees and the like, from BIDDER's invoice for same and BIDDER shall forfeit its entitlement to full payment on the Services for that Contract Personnel in that month for which timely payment to the Contract Personnel was not made.

In all other events, CLIENT shall provide BIDDER with written notice of the breach prior to undertaking any such action. BIDDER will have seven (7) business days to remedy the breach or demonstrate that a remedy acceptable to CLIENT has been initiated. Should BIDDER fail to demonstrate an acceptable remedy, CLIENT shall undertake such actions as it deems appropriate to minimize any loss to CLIENT or disruption to the Project, which actions may include, but shall not be limited to: terminating the CONTRACT; demanding the termination of any BIDDER subcontract; moving personnel without penalty to the personnel or CLIENT to the employ of another manpower services BIDDER; procuring medical and evacuation insurance or third party income tax accounting services at the expense of BIDDER; or to recover from BIDDER any correctly documented loss of CLIENT or additional cost incurred by CLIENT in undertaking such action to minimize disruption to the Project.

6.6. Personnel workstation equipment

BIDDER ensures that all necessary personnel workstation equipment, such as personal computers (Laptop) and other work-related necessary, software, must be provided to contract personnel to ensure smooth and unhindered during work execution.

7. WORK SCHEDULE AND ANNUAL LEAVE

7.1. Work schedule

The work schedule for the Services performed by Contract Personnel shall be fulltime (24 hours). However, the normal working hour for CLIENT is as follows:

(i) CLIENT Head office (all positions):

- Monday - Friday : 08:00-17:00hrs
- Lunch break : 12:00-13:00hrs
- Gazetted Weekend : Saturday and Sunday or any working hours as approved by CLIENT management.

(ii) Work Site.

a. Technical Positions.

- Monday - Friday : 08 hrs per day / per shift as determined by CLIENT.
- Lunch break : as CLIENT's working schedule.
- Gazetted Weekend : Sunday or any working hours as approved by CLIENT management.

b. Non-Technical Positions.

- Monday - Friday : 08 hrs per day as determined by CLIENT.
- Lunch break : as CLIENT's working schedule.
- Gazetted Weekend : Saturday and Sunday or any working hours as approved by CLIENT management.

Contract Personnel may be required to work on gazetted weekends and public holidays. Therefore, Contract Personnel should be available to work on weekends/holidays. Requirements for working on weekends/holidays will depend on the specific needs of the Client and based on the project's progress. In cases where work on weekends/holidays is required, the salary and allowance for Contract Personnel will comply with the Client employee Policy. And also, the Client will approve the mobilization plan for Contract Personnel on a monthly and quarterly basis, depending on the project's execution. This plan will specify whether the Contract Personnel will work at the Client Head office and/or at the work site, serving as the basis for applying the appropriate procedures for each specific case.

Contract Personnel may be required to work offshore on a temporary basis. When on such assignments, Contract Personnel shall work the hours to suit the continuous operations of standard offshore work schedule including weekends and holidays, if required to comply with the Project schedule and objectives. The salary and allowance for Contract Personnel will comply with the Client employee Policy.



7.2. Annual LEAVE (NOT APPLICABLE)

8. SAFETY GEAR AND SAFETY TRAINING

8.1. Safety Gear

CLIENT will provide Contract Personnel with basic and specialized safety gear where required, including hearing protection, hard hats, steel-toed boots and safety glasses.

8.2. Safety Training

If required, CLIENT will provide Contract Personnel with basic and specialized safety training such as BOSIET and the like where required. Such training courses will be arranged by BIDDER for Contract Personnel upon approved by CLIENT. The incurred costs will be reimbursed at cost to BIDDER against the presentation of proper supporting documents without further mark-up.

9. THIRD PARTY SERVICES

From time-to-time CLIENT may require additional third-party services to those pre-approved by CLIENT as of the Effective Date of the CONTRACT. BIDDER shall provide such additional third-party services upon CLIENT's written request, making the necessary subcontract arrangements in order to do so.

Such additional third-party services may include support to CLIENT's Project team, stipulated subBIDDERS, and/or miscellaneous services. BIDDER shall be reimbursed at net documented cost with the mark-up on such additional services in accordance with the compensation provisions set forth in Exhibit III – Contract Price Schedule of the CONTRACT. All services requested must be in writing and signed by a CLIENT representative duly authorized to enter into such a commitment.

10. EMPLOYMENT AGREEMENT

10.1. General Requirements

For those individuals who are not existing employees of BIDDER, BIDDER shall utilize an employment agreement whose terms and conditions are acceptable to CLIENT. CLIENT shall retain the right of review any proposed changes to the terms and conditions of the employment agreement.

Such employment agreements shall also be prepared in accordance with the local employment practices and terms commonly in place in the local work location for the skill levels and job descriptions required. BIDDER shall ensure that the agreement is legally binding and enforceable in the countries where the work is performed.

The terms and conditions of the employment agreement shall be suitable for all Contract Personnel regardless of whether such personnel have been sourced by BIDDER or referred by CLIENT.



10.2. No Limitation Covenant

BIDDER, through its employment agreements, shall not limit or exclude the individuals under its supply from further participation in the Project or with any of the BIDDER Parties through the use of non-competitive or restrictive articles.

11. BIDDER PERSONNEL RATES

11.1. Compensation Forms (Unit Rate Services)

BIDDER's rates for Contract Personnel assignments authorized by CLIENT shall be in accordance with the all-inclusive monthly billing rates for Contract Personnel set out in Exhibit III – Contract Price Schedule to this CONTRACT.

12. CHANGES IN ASSIGNED WORK LOCATION

CLIENT reserves the right to change the location of the Services. BIDDER shall ensure that all lease agreements for related services include relocation and early termination clauses that contemplate the possible changing of a Contract Personnel assigned location.

13. HOST COUNTRY TAXES

13.1. Full Disclosure

BIDDER is responsible for the proper administration and payment of the Host Country personal income tax on an open book full disclosure basis as per regulations. Annual personal income tax returns applicable to each tax jurisdiction worked in by each BIDDER employee covering the full period of their employment during the tax year in question shall be prepared and certified by a competent third-party accredited tax accounting professional company acceptable to CLIENT.

13.2. Timely Payment

Regular monthly personal income tax assessments or payments made by BIDDER to the Host Country taxation authority shall in all cases be lodged at the appropriate times. Any late payment fines or other penalties that may be levied on BIDDER or the Contract Personnel by the Host Country taxation authorities as a result of the failure of BIDDER to make proper and full payment at the appropriate times are in all cases to the account of BIDDER.

13.3. Records and Audit

BIDDER shall keep all necessary contemporaneous records of the personal income tax accounts of the Contract Personnel and of the personal income tax monies received from CLIENT through the regular monthly invoicing of the all-inclusive Contract Personnel unit rates given in the Item III-3.0 – Monthly Rate in Exhibit III – Contract Price Schedule of the CONTRACT. CLIENT reserves the right of audit of said BIDDER personal income tax records and to require proof of payment of the Host Country taxes for the individual Contract Personnel

and proof that the individual Contract Personnel have received appropriate formal notification of the actual personal income tax amount paid to the Host Country tax authority on their behalf.

13.4. Periodic Reconciliation

Annually at times to be agreed with CLIENT and at the end of the Services, BIDDER shall perform a full reconciliation of the amount of personal income tax monies payable to the Host Country tax authorities, as evidenced by:

- a) the certified annual personal income tax assessment statements for National Contract Personnel who have worked the full year with BIDDER; and
- b) the certificate of personal income withholding tax statements for each National Contract Personnel who have worked part year with BIDDER;

as compared to the amount of personal income tax monies invoiced to and received from CLIENT over the same period. Such reconciliation will account for any exchange rate fluctuation that has occurred during the tax year in question as well as any legislated change in the tax regulations, if any, and in every respect shall be in a form and format acceptable to CLIENT.

BIDDER to arrange the individual certified annual personnel income tax assessment statement notices to each National Contract Personnel as per applicable regulations.

14. MOBILIZATION AND DEMOBILIZATION EXPENSES

BIDDER is responsible for the cost (if any) of initial mobilization and final demobilization of the Contract Personnel from, and to, their Home Country, or Point of Origin.

15. TIMESHEETS

BIDDER shall ensure that Contract Personnel provide a signed time record, in a form and format acceptable to CLIENT, documenting their participation on the Project to which they have been assigned on a monthly basis. Such time records shall additionally identify any periods of offshore work, authorized business travel, official public holidays or office / site closures and approved annual, sick or offshore leave and shall be countersigned by a designated CLIENT representative with delegated timesheet signing authority. Refer to the Item II-4.0 - Timesheets in Exhibit II – Administration Procedures of this CONTRACT. In addition, CLIENT will provide on a Project and/or Location basis a signatory authorization matrix to BIDDER.

16. BUSINESS TRIP EXPENSES

All business trips for Contract Personnel must be pre-approved in writing by CLIENT. Contract Personnel shall not be entitled to any business travel expenses without such prior written authorization from CLIENT.

All business trip arrangements and entitlements shall follow CLIENT's notification including but not limited to travel class, accommodation standards, meal and reimbursable items.

Costs related to approved business travel shall be directly paid by CLIENT or arranged through CLIENT's internal systems. In the event that CONTRACTOR is requested by CLIENT to



coordinate logistics (e.g., flight booking, hotel reservations), CLIENT shall either directly settle the expenses or reimburse CONTRACTOR at actual cost, with proper supporting documentation and without any mark-up.

Contract Personnel shall submit all required supporting documents (e.g., boarding passes, receipts, and CLIENT-approved business travel request) for CLIENT's review and internal tracking procedures.

17. TERMINATION

BIDDER shall stipulate in its individual employment agreements the terms of dismissal for convenience and cause. Termination for convenience shall require thirty (30) days prior notice. Termination for cause, which cause shall be established by severe or persistent safety violations, inappropriate conduct that results in arrest or formal legal complaints being lodged, conduct that is disruptive to other CLIENT or BIDDER employees, conduct that results in damage to or loss of CLIENT property or conduct that violates CLIENT's ethics policies and other corporate policies of conduct, shall be immediate.

18. EXCEPTIONS TO CONTRACT PROVISIONS

There shall be no separate agreements between BIDDER and the Contract Personnel that dilute or circumvent the intent of this CONTRACT. CLIENT shall have a right of audit to determine that no changes have been made. Where it is found that changes have been made CLIENT shall have the right, but not the obligation, to require the immediate termination of the Contract Personnel. Unauthorized deviations from Project Policies shall be at BIDDER's sole risk and expense.

19. PROVISION BY CLIENT

19.1. Office and Facilities

CLIENT shall provide and make available the suitable sharing office and facilities for Contract Personnel, wherever applicable, for the performance of the Services, as followings:

- Use of CLIENT's office telephones and telex/fax machines subject to CLIENT's regulations (Notes: All personal calls will be charged to Contract Personnel).
- Use of CLIENT's administration facilities and services.
- Use of CLIENT's copying facilities.
- Use of CLIENT's printers.

19.2. Regulation and Codes of Practices

CLIENT shall furnish all relevant information available to it and shall give such assistance as shall be reasonably required by the Contract Personnel for carrying out their duties.

Contract Personnel shall perform the work in accordance to stipulated rules, regulations and accepted codes of practices.

19.3. Accommodation & Transportation

For onshore working location(s):



CLIENT shall not be responsible for accommodation and transportation for Contract Personnel, except for authorized business trips.

For offshore working location(s):

CLIENT shall provide accommodation, meal and messing offshore as well as the transportation between the designated onshore location and the offshore Work Site/ facilities.



ANNEX 1- LIST OF REQUIRED CONTRACT PERSONNEL

1. ENGINEERING TEAM

ID	Position	Qty	Requested Duration (months in this CONTRACT)	Tentative Mob. Date & Hiring Duration Required	Notes (**)
1	Engineering Lead	01	24	Tentatively from Jan 2026	Base: 24 months Optional: 6 months
2	Senior Planner	01	24	Tentatively from Jan 2026	Base: 24 months Optional: 6 months
3	Senior Structural Engineer	01	24	Tentatively from Jan 2026	Base: 24 months Optional: 6 months
4	Interface Lead	01	24	Tentatively from Jan 2026	Base: 24 months Optional: 6 months
5	Senior Pipping Engineer	01	24	Tentatively from Jan 2026	Base: 24 months Optional: 6 months
6	Senior Pipeline Engineer	01	24	Tentatively from Jan 2026	Base: 24 months Optional: 6 months
7	Senior Document Controller	01	24	Tentatively from Jan 2026	Base: 24 months Optional: 6 months
8	Senior Electrical Engineer	01	24	Tentatively from Jan 2026	Base: 24 months Optional: 6 months
9	Senior Instrument Engineer	01	24	Tentatively from Jan 2026	Base: 24 months Optional: 6 months
10	Senior Process Safety Engineer	01	24	Tentatively from Jan 2026	Base: 24 months Optional: 6 months
11	T&I Lead	01	24	Tentatively from Jan 2026	Base: 24 months Optional: 6 months
12	Project Secretary	01	24	Tentatively from Jan 2026	Base: 24 months Optional: 6 months

2. PROCUREMENT & SERVICE TEAM

ID	Position	Qty	Requested Duration (months in this CONTRACT)	Tentative Mob. Date & Hiring Duration Required	Notes (*)
13	Procurement Lead	01	24	Tentatively from Jan 2026	Base: 24 months Optional: 6 months
14	Project Service Lead	01	24	Tentatively from Jan 2026	Base: 24 months Optional: 6 months
15	Senior Contract Engineer	01	24	Tentatively from Jan 2026	Base: 24 months Optional: 6 months
16	Senior Procurement Engineer	01	24	Tentatively from Jan 2026	Base: 24 months Optional: 24 months

ID	Position	Qty	Requested Duration (months in this CONTRACT)	Tentative Mob. Date & Hiring Duration Required	Notes (*)
17	Procurement Expeditor	01	24	Tentatively from Jan 2026	Base: 24 months Optional: 6 months

3. SITE TEAM

ID	Position	Qty	Requested Duration (months in this CONTRACT)	Tentative Mob. Date & Hiring Duration Required	Notes (*)
18	Construction Lead	01	24	Tentatively from May 2026	Base: 24 months Optional: 6 months
19	Site Construction Engineer	02	12	Tentatively from May 2026	Base: 12 months Optional: 6 months
20	Safety Inspector	02	12	Tentatively from May 2026	Base: 12 months Optional: 12 months
21	QA/QC Lead	01	24	Tentatively from Jan 2026	Base: 24 months Optional: 6 months
22	QA/QC Supervisor	02	12	Tentatively from May 2026	Base: 12 months Optional: 6 months
23	QA/QC Engineer	02	12	Tentatively from May 2026	Base: 12 months Optional: 12 months
24	Mechanical/Piping Inspector	03	12	Tentatively from May 2026	Base: 12 months Optional: 12 months
25	E&I Inspector	02	12	Tentatively from May 2026	Base: 12 months Optional: 12 months
26	Painting/Coating Inspector	02	12	Tentatively from May 2026	Base: 12 months Optional: 12 months
27	Material Controller	01	24	Tentatively from May 2026	Base: 24 months Optional: 6 months
28	Welding/NDT Inspector	02	12	Tentatively from May 2026	Base: 12 months Optional: 6 months

(*) The estimated Lump Sum monthly rate for full month for the following formula work duration.

(**) Optional Scope will be depended on CLIENT's demand.

JOB DESCRIPTION

Job Title: Engineering Lead		Working Location: Ho Chi Minh City /Vung Tau
Department: Development	Group: Project Management Team	Report to: Development Manager
Group organization structure:		
<ul style="list-style-type: none"> • Development Manager => Engineering Lead 		
Job Purpose:		
<p>Management of all of the engineering elements associated with the Block 46/13 Development Project through detailed design as well as other engineering activities and engineering supports during project execution to ensure all design and engineering to meet the project requirements and all related applicable codes and standards, which include:</p> <ul style="list-style-type: none"> • Finalize the facilities definition for the project. • Preparation of related engineering work scopes(s). • Ensure alignment of the design across all facilities, including Platforms, Pipelines and modifications, tie-in with PM3CAA. • Ensure design safety for the new facilities as well as modifications. • Liaise with CA and contractors to achieve timely completion of the design appraisal and close out of all findings with the contractors. • Monitor and report on engineering progress. Find and specify any issue which may affect delivery/schedule or cost and prepare plans to recover or recommendation. 		
General Description:		
<p>Working as Engineering Leader to lead multi-discipline team in all aspects of engineering related to the development of the Block 46/13 including:</p> <ul style="list-style-type: none"> • Prepare the detail of design, other Company necessary requested engineering documents. • Assist proactively Development Manager in the identification of the engineering issue or corrective actions, as much as required to achieve Project Objective and mitigate the risks. • Assist Development Manager in recruiting and managing the PVEP Engineering Team to effectively deliver the engineering work. Review and propose annual Engineering staffing requirements, Engineering Mobilization Plan & associated budgets. • Establish basic procedures, standards, philosophies, and engineering specifications. • Develop engineering documentation to support the Tender Packages. • Coordinate in ITB preparation of related packages such as EPCI, LLIs, CA, Marine Warranty Service Packages; participate in Bid Evaluation Process. • Manage and control engineering activities (by both engineering contractor(s) and PVEP engineering team) during Detail Design, Follow-on Engineering phase, technical support procurement vendor data review to ensure work is performed in accordance with the schedule and to ensure quality and integrity of design work. Provide engineering work to support construction, load out, installation and commissioning activities. • Ensure compliance Engineering Management of Change. Approval & Validation of Contractor's Engineering Deliverables. Develop & manage Project Technical Decision Register. 		

JL / 16 20

- Ensure appropriate safety studies are undertaken by competent organization(s) and findings incorporate into the design and that timely discipline inputs are provided, and reviews conducted.
- Review and approve Contractor management deliverables including execution plan, quality plan, MDR and schedule. Being responsible for quality delivery of As-Built Dossiers.
- Coordination and interface with Subsurface, Operation, HSE staff for the facilities development/modification of any engineering prospect.
- Liaise with CA and Contractor to achieve timely completion of the design appraisal and close out of all findings with the Contractor. Ensure facilities design compliance with the local regulation, International Industry Code & Standard.
- Monitor and report progress of engineering work. Find and specify any issue which may affect delivery/schedule and/or cost and prepare plans to recover or recommendation. Provide all sites engineering progress; ensure proper allocation of disciplines resources among engineering sites.
- Endorsement and recommendation of payment for all associated Engineering/Studies expenditures within Project contracts.
- Technical support for Fulfill Development Plan, Company Project Execution Plan, Development Internal Engineering Procedures. Engineering Input to Project Risk Register.
- Prepare annual employment performance evaluations and administer appraisal sessions with the employees. Maintain high morale and cooperation within the Engineering Team.
- Implementing other assignments as required by the Development Manager.

Qualifications and Work Experience required:

Qualification

- The jobholder should hold at least a bachelor's degree in engineering.
- Master's degrees are preferable
- Additional professional certificates are advantageous.

Experience

- Minimum of twelve (12) years 's experience in the offshore oil and gas industry
- Minimum of three (3) projects experience as Engineering Lead in the EPCI phase of projects with similar size and scope.

Preferably, such experience includes at least one or more of the following areas:

- Fixed platform development
- Rigid pipeline installation
- Facility modification
- Tie-in and hook-up commissioning

Engineering Competency

- Intimate familiarity with the offshore engineering, procurement, construction, installation, and commissioning (EPCIC) industry and specific EPCIC contractors.
- Deep knowledge of design safety for offshore facilities including safety reviews, HAZOP, HAZID, SIL, QRA, dispersion and radiation studies.
- Knowledge of Process Systems, utilities, WHP and Processing Platform design.
- Understanding of WHP platform design requirements.
- Knowledge of international and local codes and standards and the application to the development and operation of oil and gas facilities.
- Experience in supporting construction, installation, testing and hook-up, commissioning of oil and gas facilities.
- Working knowledge of construction/fabrication and installation processes and procedure
- Working knowledge of engineering supports procurement.

Other Competency

- Strong interpersonal skills and the ability to openly communicate with team members.
- Fluent in English with a valid certificate (minimum TOEIC 500 or equivalent) or proven experience in international/JOC/overseas working environments
- Proficient computer skills with modern PC application packages. Familiar with and be able to use the professional software(s) preferred.
- Ability to work in a project team environment. Ability to work in Contractor's and Client's environment shall be preferred.

Challenges (If any):

Assignment Duration:

Prepared by:

– Development Manager

Approved by:

– Director

A handwritten signature in black ink, appearing to be 'FL' followed by a stylized flourish.

JOB DESCRIPTION

Job Title: Senior Planner		Working Location: As instructed by COMPANY
Department: Development	Group: Project Management Team	Report to: Senior Development Engineer
Group organization structure: Development Manager => Senior Development Engineer => Senior Planner		
Job Purpose: <ul style="list-style-type: none"> • The position is responsible in ensuring project planning and performance monitoring in line with the project's strategic objectives while providing comprehensive qualitative and quantitative analysis for its reporting requirements. • Support the Development Manager to organize & perform calculations, analyses and compiling technical reports to assess facility design and facilities integrity in support of project development plan 		
General Description: <ul style="list-style-type: none"> • To coordinate the annual budget preparation related to the detailed project and department costing. • To monitor expenditures of the division within each department and recommend solutions to mitigate budget variances to highlight to Development management reviews • To analyze overall project performance and health against approved budget and schedule Requirements • To drive division in meeting Key Performance Indicators (KPI) requirements through effective information sharing. • To promote and instill Quality appreciation and consciousness throughout the division • To optimize a complete and up-to-date cost and schedule master project databank. • HSE Responsibilities: <ul style="list-style-type: none"> ○ Support implementation of departmental HSE plan to achieve the highest HSE performance. ○ Communicate, interpret and champion the execution of the objectives and provisions of the Health, Safety and Environment (HSE) policies and Codes of Conduct and Discipline (COCD) within the working team and undertake appropriate mitigation and/or intervention programs to safeguard business operations, high staff discipline and industrial harmony. • Perform other tasks as required by the Development Manager. 		
Education: <ul style="list-style-type: none"> • Bachelor's degree in engineering, Business Administration, or related disciplines. • Master's degree is preferable. 		

JL

- Relevant professional certifications in planning (e.g., Primavera P6, AACE, PMP) are advantageous.
- Work Experience:
- Minimum of ten (10) years of relevant experience in the oil and gas industry.
- At least two (2) offshore EPCI projects experience in the role of Planner/Senior Planner.
- Demonstrated experience in planning and scheduling for full project lifecycle including FEED, Detailed Engineering, Procurement, Construction, Installation, Hook-up & Commissioning.
- Familiarity with fabrication yard and offshore construction work planning, integration of multiple contractor schedules, and interfaces.
- Proven ability to produce and manage integrated Level 3 and Level 4 project schedules.
- Experience in schedule risk analysis, progress measurement systems, critical path analysis, and reporting to management and stakeholders.
- Good understanding of written and spoken English (minimum 500 TOEIC or equivalent).

Planning Competencies:

- Proficient in planning tools such as Primavera P6, Microsoft Project, and Excel-based reporting systems.
- Skilled in schedule optimization, resource loading, and earned value management.
- Ability to coordinate and consolidate schedules across multidisciplinary teams (engineering, procurement, construction, commissioning).
- Familiar with schedule interfaces with cost control, procurement tracking, and contractor/subcontractor deliverables.

Other Competencies:

- Good understanding of EPCI contracting models, planning deliverables, and contractor management.
- Awareness of CLIENT-side planning and control procedures in offshore oil and gas development projects.
- Strong interface management and communication skills to coordinate between CLIENT, Contractors, and internal departments.
- Understanding of contractor and supplier capabilities and their impact on the project master schedule.
- Fluent in English with a valid certificate (minimum TOEIC 500 or equivalent) or proven experience in international/JOC/overseas working environments

Network Interaction:

- Influenced: SSF, Operation Department, Engineering Team, Procurement Team, Construction Team
- Influence: Engineering Team, Procurement Team, HSE.

JL MS

Assignment Duration:	
Prepared by: – Development Manager	Approved by: – Director

Handwritten signature/initials

JOB DESCRIPTION

Job Title: Senior Structural Engineer		Working Location: Ho Chi Minh City/Vung Tau
Department: Development	Group: Project Management Team	Report to: Engineering Lead
Group organization structure: <ul style="list-style-type: none"> • Development Manager => Engineering Lead => Senior Structural Engineer 		
Job Purpose: <ul style="list-style-type: none"> • Providing day-to-day structural engineering support and reporting directly to the Development Manager/Engineering Lead. • Take responsibility for completion of the COMPANY's requirements. 		
General Description: <p>Take the lead role in structural engineering including oversight of the engineering contractors in FEED close-out, Detailed Engineering and follow-on Engineering support for procurement, construction, commissioning, installation for field offshore development; and directly reporting to Development Manager/Engineering Lead with the major responsibilities as follows:</p> <ul style="list-style-type: none"> • Ensure that all legislative requirements relating to offshore facilities in Vietnam are complied with in respect to all aspects of structural are correctly implemented. • From a structural engineering perspective, contribute & make recommendations of the assessment of conceptual and feasibility engineering study activities and economic analysis of the development scenarios. • Generate the Company Structural EPCI • Act as focal point for structural, geotechnical and metocean information which shall be provided to contractors as rely-upon information. • Interface with other facility discipline engineers and key customers to ensure smooth integration of engineering disciplines and identify and mitigate risks during fabrication, installation, and commissioning activities. • Approve contractors' structural discipline deliverables and work with engineering contractors to ensure that all structural components are designed and fabricated to the required standards. • Prepare detailed material take off and write specifications for materials as required. • Review and approve contractors' drawings and documents. • Technical evaluation of vendors bids for materials and sub-contractor bids for the provision of services. • Technical support for purchasing activities. • Experience of structural construction both onshore and offshore, including formulating erection plans, recommending lifting and construction equipment, etc. • Establish and monitor technical procedures for inspection to ensure their effectiveness and safety in process on fabrication and installation. • Monitor and verify construction layout including fabrication and non-distortion checking. • Provide assistance in the approval of construction dimensional control methods and procedures. • Check to ensure quality of construction complies with contract requirements and quality assurance program. 		

Handwritten signature/initials

- Maintain records of specific works performed within assigned responsibility and ensure quality of material used, ensure approved methods are used, ensure advance warnings of possible problem areas of items is provided to the QA/QC Engineer and verify that corrective actions including repair are taken. Keep QA/QC Engineer informed of the current quality status.
- Prepare schedules covering his works when required by project controls section.
- Assist in preparation of field change notices, extra work orders and back charge notices when required, related to structural.
- Participate in the resolution of quality problems as directed by QA/QC Engineer.
- Provide structural input into HAZOP's and other safety related analysis.
- Prepare yearly Work program & Budget of structural equipment for the facilities development. Attending all meetings related to budget and progress of the project, documentation for Development Manager/Engineering Lead.
- Implementing other assignments as required by Development Manager/Engineering Lead.

Qualifications and Work Experience required:

Qualifications and Work Experience required:

Qualification:

- The job holder should hold a bachelor's degree in Structure or closely related Engineering.
- Master's degree is preferable.
- Additional professional certificates are advantageous.

Experience:

- Minimum of ten (10) years' experience in the offshore oil and gas industry
- Minimum of two (2) projects experience as Senior Structural Engineer in the EPCI phase of projects with similar size and scope, or a minimum of 2 years holding this position. Preferably, such experience includes at least one or more of the following areas:
 - Fixed platform development
 - Rigid pipeline installation
 - Facility modification
 - Tie-in and hook-up commissioning

Engineering competency

- Good knowledge of onshore fabrication sequences/methods and offshore structure installation/transportation methods
- Experience in Preparation of engineering proposals including estimating manpower requirements and work scheduling related to structural.
- Technical evaluation of vendors bids for equipment and sub-contractor bids for the provision of services.
- Technical support for purchasing activities.
- Deep understanding of applicable Codes, Standards and certification requirements both Vietnam & Malaysia for offshore facilities, particularly relating to safety of design.

Other Competency

- Working knowledge of proprietary structural analysis software.

JL MS

- Fluent in English with a valid certificate (minimum TOEIC 500 or equivalent) or proven experience in international/JOC/overseas working environments
- Have ability to organize your own work and meet strict deadlines.
- Ability to work in team environment.

Challenges (If any):

Assignment Duration:

Prepared by:

Approved by:

– Development Manager

– Director

HL / HS / de

JOB DESCRIPTION

Job Title: Interface Lead		Working Location: Ho Chi Minh/Vung Tau
Department: Development	Group: Development Department	Report to: Development Manager
Group organization structure: Development Manager => Interface Lead		
<p>General Description:</p> <p>Develop and execute branch project plans, track progress, and ensure timely completion and achievement of assigned objectives.</p> <p>Report to the Development Manager with the major responsibilities and qualifications/requirements as follows:</p> <ul style="list-style-type: none"> • Participate in development teams to complete projects progress in the direction of optimal development sanction • Support the development team in preparing input to contract/bidding documents for the procurement of various services • Monitor in planning and control costs for development projects. • Liaise with the Procurement Team to facilitate seamless Development Procurement in line with established procedures for technical services and LLI, EPCI package • Technical support for Company Project Execution Plan, Development Internal Engineering Procedures. Engineering Input to Project Risk Register. • Interface issue between Block 46/13 field development and PM3CAA • Response on agreement relating on tie-in of block 46/13 to PM3CAA • HSE Responsibilities: <ul style="list-style-type: none"> - Contribute to the implementation of the departmental HSE plan to achieve optimal HSE objectives. - Ensure understanding and compliance with the HSE Policy objectives and regulations, along with the Code of Conduct and Discipline, among team members, and implement suitable intervention/prevention programs to maintain business operations and staff discipline. • Implement other assignments as required by the Development Manager. 		
<p>Qualifications and Work Experience required:</p> <p><i>Qualification:</i></p> <ul style="list-style-type: none"> • The jobholder should hold a bachelor's degree of Science in Engineering or Equivalent. 		



Experience Requirements:

- Minimum of twelve (12) years' experience in the offshore oil and gas industry
- Minimum of three (3) projects experience as Engineering Lead in the EPCI phase of projects with similar size and scope.

Preferably, such experience includes at least one or more of the following areas:

- Fixed platform development
- Rigid pipeline installation
- Facility modification
- Tie-in and hook-up commissioning.

Competency and Capability Requirements:

Technical Competencies

- Proven experience supporting and managing interface across various EPCI project phases including engineering, procurement, fabrication, offshore installation, pre-commissioning, and commissioning.
- Solid understanding of offshore platform design requirements, especially for Wellhead Platforms (WHP) and Central Processing Platforms (CPP).
- Deep knowledge of offshore safety design principles including application of HAZID, HAZOP, SIL, QRA, dispersion and thermal radiation studies.
- Familiar with topside and subsea process systems, utility systems, and interface requirements between WHP, CPP, subsea pipelines, and host tie-ins.
- Competent in evaluating technical packages and coordinating across multidisciplinary engineering teams.

Regional and Industry Familiarity

- Working experience in Southeast Asia, with preference for candidates familiar with Vietnam's regulatory, technical, and offshore execution environment.
- Knowledge of Vietnamese codes, standards, and regulatory procedures relevant to offshore oil and gas projects is an advantage.

Interface and Communication Skills

- Demonstrated ability to manage multidisciplinary and multicultural project teams across different time zones and geographies.
- Strong interpersonal and communication skills to coordinate effectively with Engineering Contractors, EPCIC Contractors, CLIENT, and other stakeholders.
- Capable of identifying interface risks, defining mitigation measures, and proactively resolving interface issues in collaboration with related parties.



- Ability to manage interface registers, track interdependencies, and issue resolution across engineering, procurement, and execution phases.

Other Competencies:

- Strong interpersonal skills and the ability to openly communicate with team members.
- Fluent in English with a valid certificate (minimum TOEIC 500 or equivalent) or proven experience in international/JOC/overseas working environments
- Proficient computer skills with modern PC application packages. Familiar with and be able to use the professional software(s) preferred.
- Ability to work in a project team environment.
- Ability to work in Contractor's and Client's environment shall be preferred.

Challenges (If any):

- Multi-functional, and able to cope with diverse job demands.
- Coordinating work in multiple locations with different organizations and multiple interfaces.
- Under pressure and workload.

Network interaction:

Influenced: Development team, PMT Team, Procurement Team

Influence: PMT Team, Procurement Team, HSE

External parties:

Influenced: Vietnamese Authorities, Certifying authorities.

Influence: Contractors, Services Providers.

Assignment Duration:

Prepared by:

Development Manager

Reviewed and agreed by:

Director

JL *KG* *sh*

JOB DESCRIPTION

Job Title: Senior Pipeline Engineer		Working Location: Ho Chi Minh City/Vung Tau
Department: Development	Group: Project Management Team	Report to: Engineering Lead
Group organization structure: <ul style="list-style-type: none"> • Development Manager => Engineering Lead => Senior Pipeline Engineer 		
Job Purpose: <ul style="list-style-type: none"> • Providing day-to-day pipeline engineering support and reporting directly to the Development Manager/Engineering Lead • Take responsibility for completion of the COMPANY's requirements. 		
General Description: Take the lead role in the pipeline engineering including oversight of the engineering contractors in FEED close out, Detailed Engineering and follow-on Engineering support for procurement, construction, commissioning, offshore installation; and directly reporting to Development Manager/Engineering Lead/Process Lead with the major responsibilities as follows: <ul style="list-style-type: none"> • Ensure that all legislative requirements relating to pipeline and related subsea components/structures in Vietnam are complied with in respect to the above are correctly implemented. Working knowledge and application of international codes and standards. • Responsibility for defining the requirements and design of pipelines for the facilities development and ensuring correct implementation during the design, fabrication, installation and commissioning phases. • Generate the Company Pipeline/Flowline Basis of Design. • Establish and monitor technical procedures for inspection and maintenance of various pipeline and subsea equipment to ensure their effectiveness and safety in process on fabrication, installation and commissioning phases. • Provide overall technical leadership, coordination and accountability for pipeline, flowline, submarine cable and riser designs. • Manage technical interface issues between subsea pipeline from Block 46/13 and PM3CAA • Manage technical interface issues between the subsea equipment, jacket, topsides, riser guard and address materials / corrosion issues • Development and/or review Company Standards and operation manuals for pipelines & risers. • Generate cost estimates and prepare schedules for pipelines, flowline and all related structure/component. • Interface with other related departments/disciplines on their requirements as well as requirement from their interfaces and ensure the requirements are incorporated within design. • Manage and monitor the Engineering Contractors design and progress during EPCI Phase. • Manage the Pipeline Interfaces between the various contractors. • Generate Invitation to Bid documents & associated scopes of work; Participate in consideration and evaluation the bidders intend to bid packages; Co-operate with Procurement department in technical support of purchasing activities. • Attend pre-award and coordination meetings between the suppliers/contractors. • Provide Company interface to the legislative bodies with respect to pipeline, flowline and safety issues. 		

JL *AS*

- Experience of structural construction both onshore and offshore, including formulating erection plans, recommending lifting and construction equipment, etc...
- Make minutes, documents and final reports in one's own duties.
- Participate in the resolution of quality problems as directed by QA/QC Engineer.
- Providing operational support after hand over of the facilities from the contractor and technical support for the facilities during operations.
- HSE Responsibilities:
 - Support implementation of departmental HSE plan so as to achieve the highest HSE performance.
 - Communicate, interpret and champion the execution of the objectives and provisions of the Health, Safety and Environment (HSE) policies and Codes of Conduct and Discipline (COCD) within the working team and undertake appropriate mitigation and/or intervention programmes to safeguard business operations, high staff discipline and industrial harmony.
- Provide pipeline and flowline input into all safety related analysis.
- Hold regular meetings with the Project Management to review progress, resolve problems, etc related to the assigned duties to ensure adequate and qualified supervision to meet schedule requirements. Attending all meetings related to budget and progress of the project, documentation for Development Manager/Engineering Lead
- Implementing other assignments as required by Development Manager/Engineering Lead

Qualifications and Work Experience required:

Qualification:

- The jobholder should hold a bachelor's degree in engineering.
- Master's degree is preferable.
- Additional professional certificates are advantageous.

Experience Requirements:

- Minimum of ten (10) years' experience in the offshore oil and gas industry
- Minimum of two (2) projects experience as Senior Pipeline Engineer in the EPCI phase of projects with similar size and scope, or a minimum of 2 years holding this position. Preferably, such experience includes at least one or more of the following areas:
 - Fixed platform development
 - Rigid pipeline installation
 - Facility modification
 - Tie-in and hook-up commissioning

Engineering Competency

- Broad knowledge of engineering & construction of rigid pipeline and related subsea components.
- Extensive knowledge of international and local codes and standards and the application to the rigid pipeline and related subsea component.
- Ability in assessment of Vendors and Offshore Installation Contractor(s) capability.
- Extensive knowledge of Oil & Gas related HSE and Quality safe working practices/procedures.
- Delivery focused on proven experiences in achieving project goals whilst maintaining high standards in HSE and Quality.
- Experienced in the production of detailed procedures / documents / reports.
- Ability in preparation of engineering proposals including estimating manpower requirements and work scheduling.

- Technical evaluation of vendors bids for pipelines & accessories and sub-contractor bids for the provision of services.
- Ability in technical support of purchasing activities.
- Positive distribution to previous project(s) preferred.

Other Competencies

- Working knowledge of proprietary specialized software.
- Fluent in English with a valid certificate (minimum TOEIC 500 or equivalent) or proven experience in international/JOC/overseas working environments
- Have ability to organize your own work and meet strict deadlines.
- Ability to work in project team environment.
- Ability in working in Contractor's and Client's environment shall be preferred.

Challenges (If any):

Assignment Duration:

Prepared by:

Approved by:

– Development Manager

– Director

JOB DESCRIPTION

Job Title: Senior Piping Engineer		Working Location: Ho Chi Minh City /Vung Tau
Department: Development	Group: Project Management Team	Report to: Engineering Lead
Group organization structure: <ul style="list-style-type: none"> • Development Manager => Engineering Lead => Senior Piping Engineer 		
Job Purpose: <ul style="list-style-type: none"> • Providing day-to-day piping engineering support and reporting directly to the Development Manager/Engineering Lead. • Take responsibility for completion of the COMPANY's requirements. 		
General Description: <p>Take the lead role in the piping engineering including oversight of the engineering contractors in FEED close-out, Detailed Engineering and Engineering follow-on support for procurement, construction, commissioning, offshore installation; and directly reporting to Development Manager/Engineering Lead with the major responsibilities as followings:</p> <ul style="list-style-type: none"> • Ensure that all legislative requirements relating to offshore facilities in Vietnam are complied with in respect to all aspects of piping are correctly implemented. • Responsibility for preparing specifications and scopes of work for piping for ITB of LLIs and EPCI packages • From a piping engineering perspective, contribute and make recommendations of the assessment of conceptual and feasibility engineering study activities and economic analysis of the development scenarios. • Generate the Company's Piping Detail Design. • Develop Company Standards and review / approve Piping Material Specification. • Involved in the technical evaluation of LIs and EPCI bids. • Interface with other facility discipline engineers to ensure smooth integration of engineering disciplines and identify and mitigate risks during fabrication, installation, and commissioning activities. • Review and approve contractors' piping deliverables / documents / drawings, e.g. PFD, P&ID, Specification & Data Sheet for Piping, Manual Valves, Special Items, Material Take Off (MTO), Isometric Drawing, Cutting Plan and work with engineering contractor to ensure that all piping components are designed and fabricated to the required standards. • Review the Equipment Layout and 3D-model Perform submitted from contractor and checks the Model object clashes on regular basis and collaborate with other disciplines in order to make it clash free before the construction and comply with codes and standards • Provide piping input into HAZOP's and other safety related analysis. • Technical evaluation of vendors bids for materials and sub-contractor bids for the provision of services. • Provide technical support for purchasing activities. • Review and control General Arrangement Drawing, Vendor Data Requirement List, Supplier Document Schedule, Fabrication Production Schedule... • Establish and monitor technical procedure for site inspection to ensure their effectiveness and safely in process on fabrication, installation, pre-commissioning and commissioning 		

JL / 16 rd

- Check to ensure quality of construction complies with contract requirements and quality assurance program.
- Participate in the resolution of QA/QC problems.
- Involve in all fabrication, pre-commissioning and offshore commissioning activities when required.
- Prepare schedules covering his work when required by project controls section.
- Assist in the preparation of field change notices, extra work orders and back charge notices when required, related to Piping.
- Provide Operational support after hand-over the facilities from Contractor.
- Prepare yearly Work program & budget of piping equipment for the facilities development. Attend all meetings related to budget and progress of the project, documentation for Development Manager/Engineering Lead.
- Implementing other assignments as required by Development Manager/Engineering Lead.

Qualifications and Work Experience required:

Qualification:

- The jobholder should hold a bachelor's degree in engineering.
- Master's degrees are preferable.

Experience:

- Minimum of ten (10) years' experience in the offshore oil and gas industry
- Minimum of 2 projects experience as Senior Piping Engineer in the EPCI phase of projects with similar size and scope, or a minimum of 2 years holding this position.

Preferably, such experience includes at least one or more of the following areas:

- Fixed platform development
- Rigid pipeline installation
- Facility modification
- Tie-in and hook-up commissioning

Engineering Competency

- Experience in design, construction, testing and installation of offshore piping systems in topside platforms.
- Good knowledge of onshore fabrication sequences / methods and offshore piping structure installation methods.
- Experience in onshore pre-commissioning, offshore hook-up and commissioning
- Experience in review or preparation of engineering proposals including estimating manpower requirements and work scheduling related to piping.
- Experience in providing technical support for procurement activities.
- Deep understanding of applicable Codes, Standards and certification requirements for offshore facilities, particularly relating to safety of design.

Other Competencies:

- Working knowledge of proprietary piping software (AUTOCAD, PDMS, CAESAR...)
- Fluent in English with a valid certificate (minimum TOEIC 500 or equivalent) or proven experience in international/JOC/overseas working environments
- Have ability to organize your own work and meet strict deadlines.
- Ability to work in team environment.

Challenges (If any):

Assignment Duration:

JL *16*

Prepared by: – Development Manager	Approved by: – Director
--	---------------------------------------

Handwritten signature

JOB DESCRIPTION

Job Title: Senior Document Controller		Working Location: Ho Chi Minh City /Vung Tau
Department: Development	Group: Project Management Team	Report to: Senior Development Engineer
Group organization structure: <ul style="list-style-type: none"> • Development Manager => Senior Development Engineer => Senior Document Controller 		
Job Purpose: <ul style="list-style-type: none"> • Supervising and controlling engineering documents activities to ensure delivery according to schedule, template and quality requirements. • Take responsibility for completion of the COMPANY's requirements. 		
General Description: The Senior Document Controller's Roles and Responsibilities shall cover but not limited to the following roles and responsibilities: <ul style="list-style-type: none"> • Generate the Company document control procedure. • Monitor suppliers and contractors to ensure compliance with documents of the supplied items. • Will assist in the engineering and procurement function by reviewing the deliverable document. • Supervise engineering contractor's document and prepare reports for Manager. • Review and approve contractor's documents template. • Participate in weekly/monthly meetings. • Raise any issues which affect the quality, schedule or integrity of the design to the Manager. • To provide project weekly/monthly reports and necessary reports when required by Manager. • Implementing other assignments as required by Development Manager/Engineering Lead. 		
QUALIFICATION AND EXPERIENCE		
Education <ul style="list-style-type: none"> • Hold a bachelor's degree in business administration, Library Science, Engineering, or related discipline. • A master's degree is preferable. • Possession of additional professional certifications related to document control, quality management systems, or information management (e.g. ISO 9001 Document Control, EDMS training) is advantageous. 		
Work Experience <ul style="list-style-type: none"> • Minimum of ten (10) years of relevant experience in document control, preferably in the oil & gas or heavy industry sectors. • At least two (2) document control assignments in offshore EPCI projects or similar large-scale industrial projects. 		
Engineering/Technical Competency <ul style="list-style-type: none"> • Proficient in organizing, registering, issuing, and archiving controlled documents including drawings, specifications, procedures, reports, and transmittals. • Demonstrated experience in setting up and maintaining document management systems (DMS/EDMS), tracking workflows, and ensuring document traceability and version control. 		

Handwritten signature

- Experience working with multi-disciplinary project teams in a project management environment.
- Skilled in the use of document management software and platforms (e.g., Aconex, SharePoint, Documentum, OpenText).
- Good understanding of quality assurance principles related to document handling and retention.
- Familiar with international standards and codes related to document control practices in EPC/EPCI projects.

Other Competencies

- High attention to detail, organizational skills, and confidentiality in handling project documents.
- Capable of working independently and collaboratively in a multi-cultural project team.
- Strong computer literacy, including MS Office Suite (Word, Excel, Outlook), Adobe Acrobat, and scheduling tools (MS Project is a plus).
- Familiarity with the documentation structure and workflows within project-based environments.
- Fluent in English with a valid certificate (minimum TOEIC 500 or equivalent) or proven experience in international/JOC/overseas working environments
- Capable of preparing reports, summaries, and document logs accurately and clearly.
- Ability to communicate effectively with internal and external stakeholders, including EPCIC contractors and vendors.

Challenges (If any):

Assignment Duration:

Prepared by:

Approved by:

– Development Manager

– Director

JOB DESCRIPTION

Job Title: Senior Electrical Engineer		Working Location: Ho Chi Minh City/Vung Tau
Department: Development	Group: Project Management Team	Report to: Engineering Lead
Group organization structure:		
<ul style="list-style-type: none"> • Development Manager => Engineering Lead => Senior Electrical Engineer 		
Job Purpose:		
<ul style="list-style-type: none"> • Providing day-to-day electrical engineering support and reporting directly to the Development Manager/Engineering Lead. • Take responsibility for completion of the COMPANY's requirements. 		
General Description:		
<p>Take the lead role in Electrical engineering including oversight of the engineering contractors in FEED close-out, Detailed Engineering and Engineering Follow-on support for procurement, construction, commissioning, installation (EPCI) & host tie-in modification for field offshore development; and directly reporting to Engineering Lead with the major responsibilities as follows:</p> <ul style="list-style-type: none"> • Ensure that all legislative requirements relating to offshore facilities in Vietnam are complied with in respect to the above are correctly implemented. Working knowledge and application of international codes and standards. • Responsible for preparing philosophies, specifications and scopes of work for electrical for preparing ITB of LLI packages and EPCI packages. • Develop the Company's Electrical Detail Design for both KM-DD WHP block 46/13 and Host tie-in modification of PM3CAA. • Involved in the technical evaluation of LLIs and EPCI bids. • Provide technical support for purchasing activities. • Supervise engineering contractors during the design phase, the procurement of electrical equipment, input to mechanical package equipment, supervise suppliers and contractors and prepare reports for management. • Review and approve contractors' drawings and documents and vendor data. • Monitor suppliers and subcontractors to ensure technical compliance of the supplied items. • Review / prepare testing and commissioning procedures, attend FAT and SAT as necessary and appropriate. • Support construction team in mechanical completion relating on Eletrical divison in order to meet the commissioning schedule and sequence. • Involve in the preparation, planning and execution of pre-commissioning and commissioning activities. • Involved in all necessary pre-commissioning, commissioning and start-up activities, recommending solutions for technical issues, punch list clearance, change order and hand-over to Operation Team • Participate in the resolution of QA/QC problems. • Provide Operational support after hand-over of the facilities from Contractor. • HSE Responsibilities: 		

Handwritten signature

- Support implementation of departmental HSE plan so as to achieve highest HSE performance.
- Communicate, interpret and champion the execution of the objectives and provisions of the Health, Safety and Environment (HSE) policies and Codes of Conduct and Discipline (COCD) within the working team and undertake appropriate mitigation and/or intervention programs to safeguard business operations, high staff discipline and industrial harmony.
- Prepare yearly Work program & Budget of electrical equipment for the facilities development. Attend all meetings related to budget and progress of the project, documentation for Development Manager/ Engineering Lead.
- Implementing other assignments as required by Development Manager.

Qualifications and Work Experience required:

Qualification:

- The jobholder should hold a bachelor's degree in electrical engineering and Equivalent
- Master's degrees are preferable
- Additional professional certificates are advantageous.

Experience

- Minimum of ten (10) years' experience in the offshore oil and gas industry
- Minimum of 2 projects experience as Senior Electrical Engineer in the EPCI phase of projects with similar size and scope, or a minimum of 2 years holding this position. Preferably, such experience includes at least one or more of the following areas:
 - Fixed platform development
 - Rigid pipeline installation
 - Facility modification
 - Tie-in and hook-up commissioning.

Engineering Competency:

- Experience in design, construction, testing and installation of offshore electrical equipment / systems in topside platforms.
- Experience in review or preparation of engineering proposals including estimating manpower requirements and work scheduling.
- Experience in technical support for purchasing activities.
- Attend FAT and SAT of electrical equipment / system.
- Experience in review or preparation of testing and commissioning procedures and involvement in testing and commissioning activities.
- Experience in onshore pre-commissioning, offshore hook-up and commissioning
- Experience in supervising Start-up activities for various offshore oil and gas projects
- Working knowledge of international codes and standards and the application of oil and gas facilities.

Other Competencies:

- Fluent in English with a valid certificate (minimum TOEIC 500 or equivalent) or proven experience in international/JOC/overseas working environments
- Have the ability to organize your own work and meet strict deadlines.
- Ability to work in a team environment.

JL JB

JOB DESCRIPTION

Job Title: Senior Instrument Engineer		Working Location: Ho Chi Minh (Vietnam)
Department: Development	Group: Project Management Team	Report to: Engineering Lead
<p>Group organization structure:</p> <ul style="list-style-type: none"> • DEV Manager => Engineering Lead => Senior Instrument Engineer 		
<p>General Description:</p> <p>Take the lead role in the instrument & control engineering including oversight of the engineering contractors in Detailed Engineering and follow-on Engineering support for procurement, construction, commissioning, installation for field offshore development; and directly reporting to the Engineering Manager with the major responsibilities as COMPANY's field development activities which will consist of but not limited to:</p> <ul style="list-style-type: none"> • Ensure that all legislative requirements relating to Offshore facilities in Vietnam are complied with in respect to the above are correctly implemented. Working knowledge and application of international codes and standards. • Responsibility for preparing philosophies, specifications, and scopes of work for instrumentation, controls and telecoms for production facilities, particularly offshore processing facilities for ITB of LLIs and EPCI packages. • Generate the Company Instrumentation & control detail design. • Develop Company Standards, Specifications for Instrumentation & control. Review and supervise all technical documents developed by in-house PVEP-KM Team and/or its Contractors related to the Instrumentation & Control and/or Telecommunication system. • Will assist in preparing the technical evaluations of LLIs and EPCI bids. The candidate will also have experience of all aspects of instrumentation, controls and telecoms systems involved on processing facilities. • Will assist in the engineering and procurement function by review the technical evaluations of bids prepared by contractors. • Monitor suppliers and subcontractors to ensure technical compliance of the supplied items. • Supervise engineering contractors during the design phase, the procurement of field instrumentation, control and safety systems, input to mechanical package equipment, supervise suppliers and contractors and prepare reports for management. • Review and approve contractors' drawings and documents. • Prepare testing and commissioning procedures, attend FAT as necessary and appropriate. • Provide Site support during the Fabrication Phase, through commissioning and start-up phase. • Participate in the resolution of quality problems as directed by QA/QC Engineer. • Provide Operational support after hand-over of the facilities from Contractor. • HSE Responsibilities: 		

JL *KS* *va*

- Support implementation of departmental HSE plan to achieve the highest HSE performance.
- Communicate, interpret, and champion the execution of the objectives and provisions of the Health, Safety and Environment (HSE) policies and Codes of Conduct and Discipline (COCD) within the working team and undertake appropriate mitigation and/or intervention programmes to safeguard business operations, high staff discipline and industrial harmony.
- Provide instrumentation & control input into HAZOP's and other safety related analysis.
- Prepare yearly Work program & Budget of instrumentation & control equipment for the facilities development. Attend all meetings related to budget and progress of the project, documentation for Engineering Manager.
- Implementing other assignments as required by Development Manager.

Qualifications and Work Experience required:

Qualification:

- The jobholder should hold at least a bachelor's degree in engineering/Automation and/or equivalent
- Master 's degree are preferable
- Additional professional certificates are advantageous.

Experience

- Minimum of ten (10) years' experience in the offshore oil and gas industry
- Minimum of 2 projects experience as Senior Instrument Engineer in the EPCI phase of projects with similar size and scope, or a minimum of 2 years holding this position. Preferably, such experience includes at least one or more of the following areas:

- Fixed platform development
- Rigid pipeline installation
- Facility modification
- Tie-in and hook-up commissioning

Engineering Competencies:

- Experience in design, construction, testing and installation of offshore electrical equipment / systems in topside platforms.
- Experience in review or preparation of engineering proposals including estimating manpower requirements and work scheduling.
- Experience in technical support for purchasing activities.
- Attend FAT and SAT of electrical equipment / system.
- Experience in reviewing or preparation of testing and commissioning procedures and involvement in testing and commissioning activities.
- Experience in onshore pre-commissioning, offshore hook-up, and commissioning.
- Experience in supervising Start-up activities for various offshore oil and gas projects.
- Working knowledge of international codes and standards and the application of oil and gas facilities.

Other Competencies

- Fluent in English with a valid certificate (minimum TOEIC 500 or equivalent) or proven experience in international/JOC/overseas working environments
- Proficient computer skills with modern PC application packages. Familiar with and be able to use the professional software(s) preferred.

JL *NS*

- Have the ability to organize your own work and meet strict deadlines.
- Ability to work in a team environment.
- Ability to work independently, lead, develop team members and make decision/resolutions.

Challenges (If any):

Assignment Duration:

Prepared by:

Approved by:

Development Manager

Director

Handwritten signature/initials

JOB DESCRIPTION

Job Title: Senior Process Safety Engineer		Working Location: As instructed by COMPANY
Department: Development	Group: Project Management Team	Report to: Engineering Lead
Group organization structure: <ul style="list-style-type: none"> • Development Manager => Engineering Lead => Senior Process Safety Engineer 		
Job Purpose: <ul style="list-style-type: none"> • Providing day-to-day integrated process evaluation support and reporting directly to the Development Manager/Engineering Lead. • Take responsibility for completion of the COMPANY's requirements. 		
General Description:		
<p>1. Technical Oversight & Contractor Coordination</p> <ul style="list-style-type: none"> • Act as COMPANY's focal point for process safety engineering throughout the FEED close-out, Detailed Engineering, and Engineering Follow-on phases. • Coordinate with engineering and EPCI Contractors to review and comment on deliverables related to process safety engineering. • Ensure contractor's proposals and technical documents comply with project requirements, COMPANY standards, and applicable regulations. <p>2. Process Safety Management & Documentation</p> <ul style="list-style-type: none"> • Provide expert advice on Process Safety Management (PSM) implementation throughout all project phases. • Prepare process safety philosophies, specifications, and scopes of work to support the development of ITB packages (for LLI and EPCI scopes). • Maintain and verify that process safety information and documentation (e.g. safeguarding memorandums/manuals) are up to date and compliant. <p>3. Technical Safety Studies & Analysis</p> <ul style="list-style-type: none"> • Support and/or conduct safety studies including but not limited to: <ul style="list-style-type: none"> ○ Safety Critical Elements (SCEs) Identification ○ Quantitative Risk Assessments (QRA) ○ Fire and Explosion Analysis (FEA) ○ HAZOP, HAZID, SIL, and LOPA • Evaluate relief and blowdown systems to ensure adequacy and regulatory compliance. <p>4. Hazardous Area Classification & Detection Systems</p> <ul style="list-style-type: none"> • Provide technical input on hazardous area classification. • Review and verify the design and specification of fire & gas detection and protection systems. <p>5. Incident Investigation & Risk Reviews</p> <ul style="list-style-type: none"> • Support incident investigations and root cause analyses for process safety-related events. 		

Handwritten signature

- Work with operations to identify safety-critical operating scenarios and define associated procedures.

6. Training & Team Support

- Conduct or assist in delivering training sessions on Process Safety and Risk Assessment for project personnel and stakeholders.
- Mentor junior engineers and assist project team members on process safety matters as needed.
- Participate in safety review sessions (HAZOP, HAZID, SIL, etc.) as technical assistant or scribe and prepare associated reports and action item logs.

7. Permitting & Certification Support

- Support the process of obtaining permits and certifications related to process safety from relevant authorities.
- Ensure all submissions for regulatory approval meet legal and technical requirements.

8. Active & Passive Safety Systems

- Review and assess the design and implementation of active safety systems (e.g. fire detection, firefighting systems).
- Verify the adequacy of passive fire protection (e.g. fireproofing, blast walls, insulation systems) in accordance with project and international standards.

9. Other Duties

- Other duties assigned by Development Manager

Qualifications and Work Experience required:

Qualification:

- The jobholder should hold a bachelor's degree in chemical engineering / Process Engineering or closely related Engineering of Oil and Gas industry.
- Master's Degree are preferable.

Experience:

- Minimum of ten (10) years' experience in the offshore oil and gas industry
- Minimum of 2 projects experience as Senior Instrument Engineer in the EPCI phase of projects with similar size and scope, or a minimum of 2 years holding this position.

Preferably, such experience includes at least one or more of the following areas:

- Fixed platform development
- Rigid pipeline installation
- Facility modification
- Tie-in and hook-up commissioning

Engineering Competency:

- Solid understanding of process safety deliverables and activities during the **EPCI phase**, including detailed engineering, procurement technical support, construction safety integration, commissioning readiness, and offshore installation interface.

Handwritten signature in black ink, consisting of stylized initials 'JL' followed by a flourish.

- Proven experience in reviewing and validating **technical safety deliverables** from EPCI Contractors such as:
 - Fire and Explosion Risk Analysis (FERA)
 - Emergency Escape and Rescue Analysis (EERA)
 - Quantitative Risk Assessment (QRA)
 - Hazardous Area Classification
 - Safety Layouts and Escape Route Drawings
- Competent in reviewing **contractor designs** for process safeguarding, relief systems, and flare/blowdown systems to ensure compliance with COMPANY requirements and applicable standards (API, IEC, ISO, Norsok, etc.).
- Able to validate process safety design philosophies and interface with **instrumentation, mechanical, and control systems** for integrated safety functionality.
- Experienced in performing **design assurance reviews** and participating in safety workshops (HAZOP, SIL, HAZID, LOPA) as COMPANY representative or verifier.
- Understands the integration of process safety elements into **procurement packages**, ensuring vendor deliverables meet technical safety requirements (e.g. for PSV, F&G systems, HIPPS, fireproofing materials).
- Skilled in assessing and providing input to **construction safety interface**, such as fire/blast zone segregation, temporary protection systems, and SIMOPS safety.
- Able to support pre-commissioning and commissioning activities, including verification of safety-critical systems (e.g. fire detection loops, ESD interlocks, blowdown valves).
- Familiar with offshore safety requirements during **installation and tie-in**, including preparation of safety dossiers, start-up readiness, and permit-to-work systems.
- Conversant with Vietnamese regulations (e.g. QCVN, TCVN, Decree 13/2023/NĐ-CP) and able to ensure regulatory compliance throughout all EPCI phases.
- Able to liaise with **third-party certifiers or authorities** for safety verification, approval, and permitting related to process safety systems.

Other Competency:

- Working knowledge of international codes and standards and the application of oil and gas facilities.
- Fluent in English with a valid certificate (minimum TOEIC 500 or equivalent) or proven experience in international/JOC/overseas working environments
- Have the ability to organize your own work and meet strict deadlines.
- Ability to work in a team environment.

Challenges (If any):

Assignment Duration :

Prepared by:

Approved by:

– Development Manager	– Director
-----------------------	------------

HL #6

JOB DESCRIPTION

Job Title: T&I Lead		Working Location: Ho Chi Minh City /Vung Tau
Department: Development	Group: Project Management Team	Report to: Engineering Lead
Group organization structure:		
<ul style="list-style-type: none"> • Development Manager => Engineering Lead => T&I Lead 		
Job Purpose:		
<p>The T&I Lead shall be responsible for delivery of the project T&I activities of field development activities from beginning to end, ensuring that project is completed within time and budgetary constraints.</p> <p>The T&I Lead shall be assigned to be in charge of load-out, offshore transportation and installation (T&I), hook-up and commissioning (HUC) and shall be responsible for all such project aspects; to control and monitor EPCI Contractor(s) and/or other related Contractors to ensure that these works are delivered in a safe manner, to follow project milestones and targets, and in compliance with Project Specifications, Codes and Standards and Contract Requirements.</p>		
General Description:		
<p>To lead projects in the offshore Transportation & installation team(s), as well as working with all related disciplines such as engineering and procurement in all aspects of construction related to the development of field development activities including but not limited to the following major roll and responsibilities:</p> <ul style="list-style-type: none"> • Responsible for reviewing all design (Detail Engineering and Engineering follow-on) input and deliverables in all aspects of Transportation & installation of WHP and Modification, HUC. It will include, but not limited to, the construction/installation requirements, Codes and Standards, execution methodology and ability, cost and schedule. • Accountable for the delivery of T&I services / personnel across projects / company ensuring high standards are maintained and continuously improved. • Responsibility for preparation of Transportation and installation plan for WHP and Modification in conjunction with pipeline/flowlines/subsea components to minimize the offshore duration and cost. • Responsibility for preparation/review of EPCI Scope of Work in all aspects of Transportation and installation of WHP and Modification, HUC; and participate in EPCI bidding and negotiation. • Working with other related disciplines such as engineering and procurement teams to advise/consult as well as provide them the input in all aspects of Transportation and installation for WHP components and FPU modification during procurement (vendor data review, ROS requirement, etc.). • Responsible for preparation and mobilization plan of the T&I Team for field development activities to ensure all T&I aspects and execution plans for Project are controlled, monitored, performed as per project milestones, targets, and Project Requirements. 		

Handwritten signature

- Manage and support all construction personnel. Maintain and deliver the construction function within budget, and, where applicable, implement cost saving initiatives.
- Monitor and control the T&I, mobilization & execution plans to ensure that these are as per project milestones and targets, and contract requirements.
- Review and approval of EPCI Contractor's construction plans, procedures & methodologies, etc. to ensure the EPCI Contractor's construction execution plans (or from other related Contractor(s)) are performed in a safe manner, to follow project milestones and targets, and in compliance with Project Specifications, Codes & Standards and Contract Requirements.
- Control and monitor the EPCI Contractor's and its major sub-contractor's resources such as major yard facilities, yard spaces, construction equipment etc. and to ensure that the EPCI Contractor's and its major sub-contractor's resources that are allocated for project execution plans are mobilized as per project milestones, targets and Contract Requirements.
- Overview EPCI Contractor's and its major sub-contractor's construction execution plans & progress and provide advanced inputs to the Contractor to ensure that the Contractor construction executions & performances are delivered in accordance with Contract Requirements.
- Monitor Contractor's and its major Sub-contractor's HSE performances at their construction yards and ensure that all work is performed in a safe manner and in compliance with all Company HSE Requirements and Contract Requirements.
- Study and assess the relevant drawings, specifications, and instructions for his specific or functional area of responsibility. Verify that the drawings and specifications provide adequate instructions for the work and advise any deficiencies or clarifications needed.
- Review and agree with the overall site program. Identify any problem areas in the programs and provide a solution.
- Review and approval of the EPCI Contractor's site technical & construction queries, site resolutions and method or statements etc. at the construction yards to ensure the Contractor's construction execution plan is performed in compliance with Project approved procedures, Specifications, Codes/Standards and Contract Requirements.
- Review and approve all Requests for Quotations, Bidder Clarifications, Technical Bid Evaluations, Commercial Bid Evaluations and Award Recommendations for T&I scope of work purchase order and offshore installation contracts and/or subcontracts.
- Review and approval of T&I Contractor installation engineering, planning and execution methodologies.
- Responsible for reviewing and defining the T&I requirements for the facilities and ensuring correct implementation during preliminary engineering, detailed design and fabrication.
- Responsible for reviewing the T&I Contractor's planning, execution and progress; highlighting problem areas during the transport and installation phase(s).
- Ensure, before any work commences, that all items of material, equipment, scaffolding etc. required are available to avoid abortive and unproductive use of labor. Maintain primary contact and a good working relationship with sub-contractors site representatives. Ensure the Marine spread is identified early, selection process is efficient and selects the most productive vessel to support offshore operations.
- Ensure that the services are identified, selected and deployed effectively to support offshore operations.
- Act as the Company Authorized Representative at the offshore installation locations, ensuring that the work is performed in compliance with Company safety standards and overall project requirements.



- Interface Coordination with other Project Group personnel and Marine Warranty Surveyor, Certifying Authority Representatives related to fabrication, construction, load-out, transportation, installation, HUC.
- Review and approve T&I procedures and work progress on daily basis from T&I Contractor.
- Provide positive input toward recognition of problems in advance, and development of practical solutions, and/or working methods.
- Typically confer with supervisors or other managers to monitor T&I progress, including worker productivity and compliance with schedule and safety codes. T&I Lead/Development Manager must ensure that the project is completed according to schedule and resolve problems that arise due to inclement weather, emergencies or other issues that may cause delays.
- Provide technical assistance to the Project Services Lead/Development Manager in the compilation of cost and progress reports. Ensure that construction programs are produced and monitored in accordance with the requirements of the contract.
- Provide input to Weekly, Monthly, and other Reports related to LOSF /Transportation /Installation/HUC and/or other work assignments.
- To monitor T&I plan to ensure their T&I execution plans for project facilities are performed as per contract requirements with minimum onshore construction punch items remaining prior to offshore transportation and installation.
- Timely reporting of the up-to-date project construction plan & progress and highlighting any area of concern on project execution plan and provide suggestions, recommendations & solutions for rectification plan to ensure the project construction execution plan is performed in compliance with project milestones/targets and Contract Requirements.
- Ensure that all Company systems of Quality Assurance are adhered to and assist the Project Quality Manager in the completion of site system test sheets and the test dossier. Ensure that Company systems for material identification and stores requisitioning are adhered to by all those under his control. Ensure that all work within their area of responsibility is carried out with good safety practices and full adherence to any site permit system that is in operation.
- Ad-hoc works that may be required by Development Manager at the construction yards.
- HSE Responsibilities:
 - Ensure that all Project / Company HSE goals are achieved and where possible exceeded. Ensure that all construction personnel at both Project and Corporate level are aware of / implement safe working practices / procedures and are provided with a safe working environment.
 - Support implementation of departmental HSE plan so as to achieve highest HSE performance.
 - Communicate, interpret, and champion the execution of the objectives and provisions of the Health, Safety and Environment (HSE) policies and Codes of Conduct and Discipline (COCD) within the working team and undertake appropriate mitigation and/or intervention programs to safeguard business operations, high staff discipline and industrial harmony.
- Prepare yearly Work program & Budget of T&I for the facilities development.
- Hold regular meetings with the Development Management to review progress, resolve problems, etc related to the assigned duties to ensure adequate and qualified supervision and skilled labor resources are employed to meet schedule requirements. Attending all meetings related to budget and progress of the project, documentation for Development Manager.
- Implementing other assignments as required by Development Manager.

Qualifications and Work Experience required:

Qualification

- The jobholder should hold at least a bachelor's degree in engineering or related to engineering.

- Additional professional certifications are advantageous.

Experience Requirements

- Minimum of twelve (12) years' experience in the offshore oil and gas industry
- Minimum of three (3) projects experience as T&I Lead in the EPCI phase of projects with similar size and scope.

Preferably, such experience includes at least one or more of the following areas:

- Fixed platform development
- Rigid pipeline installation
- Facility modification
- Tie-in and hook-up commissioning

Engineering Competency

- Broad knowledge of engineering & construction of offshore facilities in structural, mechanical, piping, architectural, etc.
- Knowledge of international and local codes and standards and the application to the development and operation of oil and gas facilities.
- Fully familiar with Project Management Systems with extensive knowledge of T&I, Hook Up and Commissioning practices and procedures.
- Ability in assessment of Construction and/or Offshore Installation Contractor(s) capability
- Demonstrable experience in similar role or Senior position in construction and offshore installation management.
- Extensive knowledge of Oil & Gas related to HSE and Quality safe working practices/ procedures
- Delivery focused on proven experience in achieving project goals whilst maintaining high standards in HSE and Quality.
- Experienced in the production of detailed procedures / documents / reports.
- Experienced in the management of personnel and all aspects of teamworking.
- Experienced in marine coordination / management activities.
- Ability to manage, develop and support the construction process at both a Project and Corporate level in a safe, structured, and cost - effective manner.

Other Competencies

- Working knowledge of proprietary specialized software.
- Fluent in English with a valid certificate (minimum TOEIC 500 or equivalent) or proven experience in international/JOC/overseas working environments
- Have the ability to organize your own work and meet strict deadlines.
- Ability to work in a project team environment. The ability to work in Contractor's and Client's environment shall be preferred.
- Ability to work independently, lead, develop team members and make decisions/resolutions.

Challenges (If any):

Assignment Duration:

Prepared by:

Approved by:

JL MS

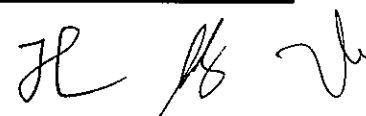
- Development Manager

- Director

Handwritten signature or initials in the bottom right corner.

JOB DESCRIPTION

Job Title: Project Secretary		Working Location: Ho Chi Minh City /Vung Tau
Department: Development	Group: Project Management Team	Report to: Development Manager
Group organization structure: <ul style="list-style-type: none"> • Development Manager => Project Secretary 		
Job Purpose: <ul style="list-style-type: none"> • Providing secretarial support to the Project Management Team and reporting directly to the Development Manager. 		
General Description: Directly reporting to the Development Manager and PMT with the major responsibilities as follows: <ul style="list-style-type: none"> • Provide secretarial and administrative support to the Development Department as a whole. The individual will assist with the organizing of travel, including preparing letters, faxes, reports, etc, maintaining the department's files in an orderly manner, ordering stationery, arranging appointments, etc. • Maintain up-to-date records on staff leaves. • Monitor staff timesheets and send them to HR group on time. • Assist in processing invoice checking sheets/expense claims/advances if required. • Arrange for all meetings for the Development Manager. • Arrange logistics for all workshops/meetings of the Development Department. Prepare & record meeting attendance list if applicable. Prepare Minutes of Meeting (MOM) & record in Project document control system if required. • Screen telephone calls, enquiries, and documents for approval for Project managers then distribute them if applicable. • Provide interpretation and translation of documents as requested upon • Prepare drafts of Development Manager's letters, Faxes, e-mails, memos. • Assist Development Managers in preparing Weekly/Monthly/Yearly/Scout reports and others as instructed by Development Managers • Support other staff in filling out documents. • Implementing other assignments as required by Development Manager. 		
Qualifications and Work Experience required: <i>Qualification</i> <ul style="list-style-type: none"> • The jobholder should hold at least Bachelor's degree in business administration/commercial/ law. • Additional professional Certificates is advantageous. <i>Experience & Requirements</i> The job holder should have the following:		



- A minimum of 3 years of experience in oil and gas industry.
- Minimum 1 project experience as Project Assistant, secretary, admin, desirable experience for offshore development projects.
- Minimum 1 project experience working in FEED and/or EPCI phase
- Minimum 1 project working in international environment.

Other Competencies

- Have knowledge of the typical project assistant's daily activities and have a minimum knowledge of Oil and Gas industry (Technical and Commercial Procedure).
- Experience in handling and managing large volumes of documents is essential.
- Strong computer skills (Word, Excel, desirable familiar with Microsoft Project)
- Fluent in English with a valid certificate (minimum TOEIC 500 or equivalent) or proven experience in international/JOC/overseas working environments
- Have the ability to organize your own work and meet strict deadlines.
- Ability to work in a team environment.

Challenges (If any):

Assignment Duration:

Prepared by:

– Development Manager

Approved by:

– Director

JL *AB*

JOB DESCRIPTION

Job Title: Procurement Lead		Working Location: As instructed by COMPANY
Department: Development	Group: Project Management Team	Report to: Development Manager
<p>Group organization structure:</p> <ul style="list-style-type: none"> • Development Manager => Procurement Lead 		
<p>General Description:</p> <p>Reporting to the Development Manager with the major responsibilities and qualifications/requirement as COMPANY's field development activities which will consist of but not limited to:</p> <ul style="list-style-type: none"> • Support Development Manager in all aspects of procurement activities. • Make a market survey to a specific product or service in case of necessary. • Responsible with the team to implement Tender and Contract strategies and plans on preparing ITB of LLIs package and EPCI package • Optimize procurement processes and procedures, procurement activities and operate in accordance with the company's existing procedures. • Responsible for meeting company's Budgetary expenditures and continuous cost reductions. • Follow-up with vendors to get a timely response. • Liaise with functional departments in tendering process and clarify any issue to contractor parties and PVN. • Verify payment release for Service Contracts, Work Service Orders, Contract Change Orders, Engineering Call Offs & co-ordinate & administer the verification of payment release for Purchase Orders. • Supervise commitment administration works such as (bank guarantees, issuance of Provisional/Final acceptances, schedule of contract deliverables, close-out etc.) • Perform other tasks as required by the Development Manager. 		
<p>Qualifications and Work Experience required:</p> <p><i>Qualification</i></p> <ul style="list-style-type: none"> - The jobholder should hold at least bachelor's degree in Procurement/ Commercial/ Business Administration. - Additional professional certificates are advantageous. <p><i>Experience & Requirements</i></p> <ul style="list-style-type: none"> - A minimum of twelve (12) years with relevant experience in the oil and gas industry and at least two (02) projects in the relevant proposed position of similar size project and work scope or bigger, such as: 		

JL JB 21

Preferably, the candidate should have acted as Procurement Lead in project(s) that include one or more of the following scopes:

- Fixed offshore platforms (e.g., WHP, CPP, etc.);
- Pipeline systems (rigid or flexible);
- Brownfield modifications.

Experience in all three areas is not mandatory; however, exposure to at least one of the above project scopes is considered advantageous to demonstrate suitability for the role

Capability Requirements

- Industry Knowledge and Technical Expertise:
 - Possess extensive knowledge of the upstream oil and gas industry, particularly in procurement practices throughout the full project lifecycle (FEED, EPCI, commissioning).
 - Well-versed in oil & gas supply chain dynamics and commercial market conditions relevant to offshore Vietnam projects.
 - Demonstrated ability to conduct and evaluate market surveys for procurement of specific equipment, materials, or services when requested.
- Communication and Problem Solving:
 - Strong interpersonal and communication skills with a proven ability to engage effectively with internal stakeholders, suppliers, and contractors.
 - Capable of identifying procurement-related risks and managing critical issues through timely and clear coordination with all parties concerned.
 - Proficient in preparing and presenting procurement strategies, reports, and technical-commercial clarifications.
- Project Execution and Leadership:
 - Able to work independently under pressure while managing multiple procurement packages in parallel under strict deadlines.
 - Strong team leadership, with demonstrated capability to develop junior staff, delegate tasks, and make sound procurement decisions in line with company policies.
 - Knowledge of contractual terms and procurement procedures compliant with international standards and CLIENT's governance.

Other Competency

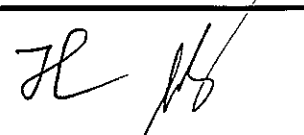
- Fluent in English with a valid certificate (minimum TOEIC 500 or equivalent) or proven experience in international/JOC/overseas working environments
- Proficient computer skills with modern PC application packages. Familiar with and be able to use the professional software(s) preferred.
- Ability to work in a project team environment.
- Ability to work in Contractor's and Client's environment shall be preferred.

Challenges (If any):

Assignment Duration:

Prepared by:

Approved by:



- Development Manager

- Director

Handwritten signature

JOB DESCRIPTION

Job Title: Project Service Lead		Working Location: Ho Chi Minh City (Vietnam)
Department: Development	Group: Project Management Team	Report to: Development Manager
Group organization structure: - Development Manager => Project Service Lead		
Job Purpose: - Managing interface and daily matter related to the Project, working with and participating in all technical discussions within project team and relevant Parties.		
General Description: Reporting to Development Manager with the major responsibilities as COMPANY's field development activities which will consist of but not limited to: <ul style="list-style-type: none"> - Involve a multi-disciplined team to complete the development project in an optimal development approach. - Assist to provide project input detail design into ITB for LLIs package and EPCI package and other safety related analysis; - Preparing the ITB for LLIs package and EPCI Package - Bid preparation, contract administration, procurement, project management. - Management of multiple Project Contract and Cost teams. - Development and implementation of contracting and procurement strategies. - Establishment and negotiation of contractual agreements, cost control from concept to close-out; - Technical knowledge, dispute resolution. - Interpret review and enforce contractual terms and conditions, quality management, early identification and mitigation of commercial risk, systems development and analytical and problem solving skills. Coordinate with Procurement Group to ensure smooth procurement activities as per procedures for Engineering Services/LLIs/EPCI and other necessary services; - Attending the supervision of the project execution in accordance with the approved project plans including HSE, Risk management and Quality Control plan including engineering safety verification and review, and ensuring no unapproved deviation occurred or arise risks which will impact to Project.; - Timely reporting project progress, essential matters, major risks and impacts to Project. And duly following all requirements and instructions from higher management. - Consolidate and prepare yearly Work program & Budget for the facilities development; Attending all meetings related to budget and progress of the project, documentation for Development Manager. - Perform other tasks as required by the Development Manager. 		
Qualifications and Work Experience required:		

HL

Qualification

- The jobholder should hold at least a bachelor's degree in engineering or business administration and/or equivalent
- Additional professional certificates are advantageous.

Experience & Requirements

- A minimum of twelve (12) years with relevant experience in the oil and gas industry and at least two (02) projects in the relevant proposed position of similar size project and work scope or bigger such as:

Preferably, the candidate should have acted as Procurement Lead in EPCI project(s) that include one or more of the following scopes:

- Fixed offshore platforms (e.g., WHP, CPP, etc.);
- Pipeline systems (rigid or flexible);
- Brownfield modifications.

Experience in all three areas is not mandatory; however, exposure to at least one of the above project scopes is considered advantageous to demonstrate suitability for the role

Competency and Capability Requirements:

- Well-developed skills in analysis, planning, communication, organization, and interpersonal relationships, reporting and supervising.
- Good understanding of engineering, procurement, construction, and installation sequence of offshore oil & gas projects.
- Fluent in English with a valid certificate (minimum TOEIC 500 or equivalent) or proven experience in international/JOC/overseas working environments
- Good skills in Microsoft Office and planning software.
- Ability to work as a group.
- Ability to work independently, lead, develop team members and make decisions/resolution.

Challenges (If any):

Assignment Duration:

Prepared by:

Approved by:

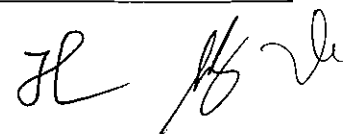
– Development Manager

– Director



JOB DESCRIPTION

Job Title: Senior Contract Engineer		Working Location: Ho Chi Minh City/Vung Tau
Department: Development	Group: Project Management Team	Report to: Project Service Lead
Group organization structure: <ul style="list-style-type: none"> • Development Manager => Project Service Lead => Senior Contract Engineer 		
Job Purpose: <ul style="list-style-type: none"> • To manage and ensure business agreements or contracts that the company enters in to are commercially viable, project costs are managed, and the company understands the commercial risks that may be involved. 		
General Description: Reporting to Development Manager /Project Service Lead with the major responsibilities and qualifications/requirement as follows: <ul style="list-style-type: none"> • Support the Development Manager/Project Service Lead in the placement and management of contracts as well as the supply of specialist service contracts. • Provide advice in respect to international law requirements for various contract exhibits. • Act as the Project focal point during bidding and execution related to contractual and commercial; and provide ongoing management of contracts post award, including change and claim. • Collaborate with Project Team to finalize appropriate detailed strategies and plans in line with the Approved Contracting Strategy and Procurement procedures to maximize the commercial benefits to the Project in line with current market conditions. • Assist with obtaining approval from Management Authority. • Review of any proposed contract/subcontracts to ensure that the Terms and Conditions meet the legal requirements/ the main contract requirements. • Act as initial focal point for the commercial/legal reviews of any procurement items based upon corporate policies and approved Vendor Lists using technical and commercial pre-qualification criteria and subsequent qualification if required. • Provide Project input into Bid preparation and Bid Evaluation criteria in LLIs, EPCI, CA packages.... • Assist in the Final Evaluation including the process of selection, negotiating terms, delivery & price. Getting approvals for Contract Drafting / Contract Execution. • Provide specialist support for any Amendments / Reviews / Renewals of Contracts, including Legal, Insurance & Tax, and coordinate with Project Team. • Attend Contractor / Supplier kick off meetings and provide ongoing proactive management of the Contract including development and implementation of Contract, Management Plans and KPI's. 		



JOB DESCRIPTION

- Direct liaison with management to ensure appropriate supplier engagement.
- Work closely with technical teams to ensure appropriate technical performance.
- Assist in the handling of any claims.
- Participate in Contractor and Supplier Performance assessments at completion of work.
- Provide recommendations from the Project Team in the establishment and management of the various Contracts for Execution.
- Address the contract violates on time.
- Provide, as appropriate, recommendations for any Purchase Orders placed by Contractors in accordance with commercial, contractual and legal requirements within the main contract.
- Perform any other tasks as required by the Development Manager/Project Service Lead.

QUALIFICATION AND EXPERIENCE

Qualification

- Bachelor's degree or higher in Engineering or Business Administration.
- Any additional qualification relating to Commercial Law, especially International, would be advantageous.
- Membership of a recognized professional engineering association/institution is preferable.

Experience & Requirements

- The candidate shall have a minimum of ten (10) years of relevant experience in the offshore oil and gas industry, including participation in at least three (03) projects within the oil and gas sector.

It is preferable that the candidate has experience in contract engineering of EPCI projects involving one or more of the following scopes:

- Fixed platform projects (e.g., WHP, CPP).
- Subsea pipeline and infield facilities.
- Brownfield modifications.

Experience in all areas above is not mandatory. However, proven involvement in projects of similar complexity or contractual framework is considered advantageous.

Core Competencies & Skills

- Strong management, communication, presentation, and conflict resolution skills.
- High level of interpersonal, oral, and written communication skills for interaction with both internal and external stakeholders.
- n-depth understanding of contractor commercial drivers in Engineering, Procurement, Fabrication, Installation, and Commissioning.
- Strong skills in risk assessment, contract strategy development, and application of appropriate compensation methods.



JOB DESCRIPTION

- Proficient in interpreting and applying international and Vietnamese laws, arbitration practices, and current contractual language and terminology.
- Knowledge of procurement tools, techniques, commercial frameworks, and applicable regulatory/legislative requirements.
- Ability to collaborate effectively with contractors and vendors while safeguarding Client's interests.
- Analytical thinking and effective application of analytical tools, concepts, and methods.
- Proven ability to manage competing priorities under pressure while upholding the highest performance standards.
- Good awareness of relevant technical issues and oil & gas market dynamics.
- Understanding of supply market constraints, market capacity, and competitor positioning.
- Mastery of negotiation best practices in both written and in-person settings, with cultural sensitivity.

Other Competencies:

- Strong interpersonal skills and the ability to openly communicate with team members
- Fluent in English with a valid certificate (minimum TOEIC 500 or equivalent) or proven experience in international/JOC/overseas working environments
- Proficient computer skills with modern PC application packages. Familiar with and be able to use the professional software(s) preferred.
- Ability to work in a project team environment.
- Ability to work in Contractor's and Client's environment shall be preferred.

Challenges (If any):

Assignment Duration:

Prepared by:

– Development Manager

Approved by:

– Director



JOB DESCRIPTION

Job Title: Senior Procurement Engineer		Working Location: Ho Chi Minh City (Vietnam)
Department: Development	Group: Project Management Team	Report to: Procurement Lead
Group organization structure: <ul style="list-style-type: none">Development Manager => Procurement Lead => Senior Procurement Engineer		
General Description: <p>Reporting to Development Manager /Procurement Lead with the major responsibilities and qualifications/requirement as COMPANY's field development activities which will consist of but not limited to:</p> <ul style="list-style-type: none">Support the Development Manager/Procurement Lead in all aspects of procurement activities.Follow-up with vendors to get a timely response.Liaise with functional departments in tendering process and clarify any issue to contractor parties and PVN.Conduct assessments to identify and qualify vendors based on quality, cost, and reliability.Draft and distribute RFPs to potential vendors, outlining the specifications and requirements for products or services needed.Perform detailed cost analyses to identify optimal procurement options aligned with budget constraints and quality standards.Lead negotiations with suppliers to secure advantageous contract terms and conditions.Keep procurement activities compliant with internal policies and external regulations.Collaborate with the quality control team to ensure the purchased materials meet all necessary quality metrics.Oversee the entire ordering process, from initial requisition to final delivery, ensuring timeliness and accuracy.Maintain and nurture relationships with suppliers for long-term partnership and potential cost savings.Serve as the point of contact between engineering departments and suppliers to clarify technical specifications or resolve issues.Administer supplier contracts and agreements, ensuring they meet both short-term needs and long-term strategic goals.Perform other tasks as required by the Development Manager/Procurement Lead.		
QUALIFICATION AND EXPERIENCE		
<i>Qualification</i>		

JOB DESCRIPTION

- The jobholder should hold at least bachelor's degree in Procurement/ Commercial/ Business administration.
- Any additional qualification/ certificate relating to Commercial Law, especially International, would be advantageous.

Experience & Requirements

- A minimum of ten (10) years with relevant experience in the oil and gas industry and in the relevant proposed position of similar size project and work scope or bigger such as:
- The candidate shall have a minimum of ten (10) years of relevant experience in the offshore oil and gas industry, including participation in at least three (03) projects within the oil and gas sector.

It is preferable that the candidate has experience in contract engineering of EPCI projects involving one or more of the following scopes:

- Fixed platform projects (e.g., WHP, CPP).
- Subsea pipeline and infield facilities.
- Brownfield modifications.

Experience in all areas above is not mandatory. However, proven involvement in projects of similar complexity or contractual framework is considered advantageous.

Competency and Capability Requirements:

- Strong data analysis skills
- Expertise in MS Office, especially Excel, for financial modeling
- Understanding of technical blueprints and schematics
- Knowledge of quality control standards
- Strong negotiation capabilities
- Great attention to detail
- Fluent in English with a valid certificate (minimum TOEIC 500 or equivalent) or proven experience in international/JOC/overseas working environments
- Have the ability to organize your own work and meet strict deadlines.
- Ability to work independently, lead, develop team members and make decisions/ resolutions.
- Ability to work in a team environment.

Challenges (If any):

Assignment Duration:

Prepared by:

– Development Manager

Approved by:

– Director



JOB DESCRIPTION

A handwritten signature in black ink, consisting of stylized initials and a surname, located in the bottom right corner of the page.

JOB DESCRIPTION

Job Title: Procurement Expeditor		Working Location: VungTau/Ho Chi Minh City (Vietnam)
Department: Development	Group: Project Management Team	Report to: Project Service Lead
Group organization structure: Development Manager => Project Services Lead => Procurement Expeditor		
Job Purpose: <ul style="list-style-type: none"> • To support/coordinate with Project service Lead relating on procurement activities • Develop Tender and Contract strategies and plans approve by management 		
General Description: <ul style="list-style-type: none"> • Make market survey to a specific product or service in case of necessary. • Prepare and issue Tendering paper and take part in tendering process. • Regular monitor supplier price movements and market fluctuation. • Develop and maintain new suppliers and product leads. • Recommend general scope and required contract provisions for proposed commercial ventures; prepare for and participate in contract negotiations and discussions; and develop and evaluate terms and provisions on the basis of technical, economic and administrative feasibility and Company objectives • Responsible for meeting company's budgetary expenditures and continuous cost reductions. • Follow-up with vendors to get a timely response. • Verify payment release for Service Contracts, Work Service Orders, Contract Change Orders, Engineering Call Offs & co-ordinate & administer the verification of payment release for Purchase Orders. • Supervise commitment administration works such as (bank guarantees, issuance of Provisional/Final acceptances, schedule of contract deliverables, close-out etc.) • HSE Responsibilities: <ul style="list-style-type: none"> ○ Support implementation of departmental HSE plan so as to achieve the highest HSE performance. ○ Communicate, interpret and champion the execution of the objectives and provisions of the Health, Safety and Environment (HSE) policies and Codes of Conduct and Discipline (COCD) within the working team and undertake appropriate mitigation and/or intervention programs to safeguard business operations, high staff discipline and industrial harmony. • Perform other tasks as required by the Development Manager. 		
Qualifications and Work Experience required:		
Qualification: <ul style="list-style-type: none"> • Bachelor's degree in engineering, Supply Chain Management, or Business Administration. • Additional certifications in procurement, logistics, or project management are advantageous. 		

Handwritten signature

- Fluent in written and spoken English (minimum TOEIC 500 or equivalent)

Experience

- Minimum of seven (7) years of relevant experience in the offshore oil and gas industry.
- Participated in at least two (2) oil and gas projects in procurement expediting or related functions.
- Familiarity with EPCI project execution includes procurement tracking, expediting, and follow-up vendor.

Core Competencies

- Strong understanding of procurement and material management processes within EPCI contracts.
- Demonstrated experience in:
- Monitoring fabrication and delivery progress of long lead items tagged equipment, and bulk materials.
- Coordinating with suppliers, freight forwarders, warehouse/logistics teams, and engineering to ensure timely material availability.
- Preparing and maintaining expediting reports, dashboards, and look-ahead schedules.
- Identifying risks of late delivery and proposing corrective actions.
- Ability to read and interpret technical specifications, delivery terms (Incoterms), purchase orders, and manufacturing schedules.

Other Competencies

- Proficient in MS Office (especially Excel) and experienced with procurement or material management systems (SAP, Oracle, etc.).
- Detail-oriented with strong time management and reporting skills.
- Effective communication and coordination skills to interface with multidisciplinary teams and external parties.
- Fluent in English with a valid certificate (minimum TOEIC 500 or equivalent) or proven experience in international/JOC/overseas working environments
- Ability to work independently under pressure and adapt to changing project priorities.
- Familiarity with offshore construction yard and logistics support activities is an advantage.

Network Interaction:

- Influenced: SSF, Operation Department, HSE Department, Engineering Team, QAQC Team, Procurement Team, Construction Team
- Influence: Engineering Team, Procurement Team, QAQC Team, Construction Team, HSE.

Assignment Duration:

<p>Prepared by:</p> <p>-- Development Manager</p>	<p>Approved by:</p> <p>-- Director</p>
---	--

JOB DESCRIPTION

Job Title: Construction Lead		Working Location: Ho Chi Minh/Vung Tau
Department: Development	Group: Project Management Team	Report to: Development manager
Group organization structure: <ul style="list-style-type: none"> • Development Manager ==> Construction Lead 		
Job Purpose: <ul style="list-style-type: none"> • Providing day-to-day structural engineering support and reporting directly to the Development Manager. • Take responsibility for completion of the COMPANY's requirements. 		
General Description: <ul style="list-style-type: none"> • Supervise Contractor's Piping, Structure, and other construction activities. • Ensure proper steps are followed between pre-fabrication/fabrication/construction and installation activities. • Ensure compliance with safety procedures and quality/construction standards. • Provide proper data input to produce the daily progress reports. • Monitor and witness the construction activities to ensure that the Contractor's activity is complied with the schedule, procedure and HSE requirements at Onshore and Offshore. • Participate in the JSA meeting, Review, and approval the Permit to Work for heavy lift activities, working closely with HSE/QC during fabrication/erection onshore and offshore installation/ hook-up. • Working as the Dimensional Control Engineer to support the QC team during assembly and erection of the critical items. Review dimensional report and witness the erection activities. • Carry out work in compliance with Company values and policies, relevant laws and regulations, standards and procedures and good industry practices. • Review and monitor the availability of drawings, specifications, job instructions, materials delivered and tools. • Monitor Contractor's detailed daily and weekly work plans in accordance with the overall planning schedule. • Responsible for daily monitoring construction progress and reporting to Development Manager • Verify and coordinate the piping & structure prefabrication. • Identification and follow-up of any Non-conformance linked to Fabrication (NCRs) 		
Qualifications and Work Experience required:		
<i>Qualification:</i> <ul style="list-style-type: none"> • The candidate should hold a Bachelor's degree in Structure or closely related Engineering, Master degree is preferable. 		

JL MS De

- The candidate shall possess a valid CSWIP 3.1 or 3.2 certificate. Additional certifications such as NACE or IMM Level II are considered advantageous for coating supervision but not mandatory

Experience

- Minimum of twelve (12) years' experience in the offshore oil and gas industry
- Minimum of three (3) projects experience as Construction Lead in the EPCI phase of projects with similar size and scope.
Preferably, such experience includes at least one or more of the following areas:
 - Fixed platform development
 - Rigid pipeline installation
 - Facility modification

Core competencies:

- Comprehensive knowledge of offshore construction management, including engineering support, fabrication, sea transportation, offshore installation, hook-up, commissioning, and brownfield modification of WHP/ CPP platforms and pipelines.
- Proven leadership in multi-disciplinary construction environments, managing and coordinating EPCI Contractors and Subcontractors to ensure compliance with safety, schedule, and quality objectives at both onshore yards and offshore sites.
- Strong command of construction standards and procedures, including structural, piping, E&I, and mechanical scopes. Ensures interface alignment across disciplines and early identification of constructability issues.
- In-depth understanding of fabrication and installation sequences, including review and control of contractor's work packs, ITPs, inspection plans, construction schedules, and detailed work procedures.
- Well-versed in international standards and codes (API, ASME, AWS, ISO, DNV, NORSOK, etc.) and Vietnamese regulatory requirements (VR, DOSH) governing offshore construction and fabrication.
- Extensive experience in managing site construction activities, including JSA, PTW issuance, safety walkdowns, dimensional control, lifting/rigging, mechanical completion, and punch list coordination.
- Capable of evaluating contractor bids and technical proposals related to construction services and supporting procurement of construction-related packages.

Other competencies:

- Strong interpersonal skills and the ability to openly communicate with team members.
- Fluent in English with a valid certificate (minimum TOEIC 500 or equivalent) or proven experience in international/JOC/overseas working environments
- Proficient computer skills with modern PC application packages. Familiar with and be able to use the professional software(s) preferred.
- Ability to work in a project team environment.

Challenges (If any):

Assignment Duration:

Prepared by:

Approved by:

– Development Manager	– Director
-----------------------	------------

HL K6

JOB DESCRIPTION

Job Title: Site Construction Engineer		Working Location: Ho Chi Minh/Vung Tau
Department: Development	Group: Project Management Team	Report to: Construction Lead
Group organization structure: <ul style="list-style-type: none"> • Development Manager => Construction Lead => Site Construction Engineer 		
Job Purpose: <ul style="list-style-type: none"> • To act as COMPANY's site representative to supervise, coordinate, and monitor all construction activities carried out by the EPCIC Contractor and its Subcontractors at the construction yard and offshore site. The Site Construction Engineer ensures that all construction works are executed in accordance with approved drawings, specifications, procedures, and project schedule while maintaining high standards of safety, quality, and regulatory compliance. • The position is responsible for ensuring effective field-level engineering support, identifying and resolving construction-related issues, providing progress updates, and ensuring alignment with COMPANY's objectives during onshore fabrication, offshore installation, and hook-up activities.. 		
General Description: <ul style="list-style-type: none"> • Monitor Piping, Structure, and other construction activities. • Ensure proper steps are followed between pre-fabrication/fabrication/construction and installation activities. • Ensure compliance with safety procedures and quality/construction standards. • Provide proper data input to produce the daily progress reports. • Monitor and witness the construction activities to ensure that the Contractor's activity is complied with the schedule, procedure and HSE requirements at Onshore and Offshore. • Participate in the JSA meeting, Review, and prepare the Permit to Work for heavy lift activities, working closely with HSE/QC during fabrication/erection onshore and offshore installation/ hook-up. • Working as the Dimensional Control Engineer to support the QC team during assembly and erection of the critical items. Prepare dimensional report and witness the erection activities. • To carry out work in compliance with Company values and policies, relevant laws and regulations, standards and procedures and good industry practices. • Review and monitor the availability of drawings, specifications, job instructions, materials delivered and tools. • Monitor Contractor's detailed daily and weekly work plans in accordance with the overall planning schedule. • Prepare for daily monitoring construction progress and reporting to Construction Lead • Prepare and coordinate the piping & structure prefabrication. • Identification and follow-up of any Non-conformance linked to Fabrication (NCRs) 		
Qualifications and Work Experience required:		

Handwritten signature

Qualification:

- Bachelor's degree in civil, Structural, Mechanical Engineering or a closely related engineering discipline.
- The candidate shall possess a valid CSWIP 3.1 or 3.2 certificate. Additional certifications such as NACE or IMM Level II are considered advantageous for coating supervision but not mandatory

Experience

- A minimum of 7 years as Construction Engineer in EPCI phase

Engineering Competencies

- Experienced in monitoring and verifying construction activities performed by Contractors and Subcontractors at the fabrication yard and offshore site to ensure compliance with approved construction drawings, procedures, and project specifications.
- Able to identify and resolve technical issues that arise during on-site fabrication, assembly, load-out, and installation, coordinating directly with construction teams, engineering support, and quality assurance personnel.
- Proactively engages in site-level coordination and clarification to ensure work progress aligns with safety, quality, and schedule requirements, rather than relying solely on document-based reviews.
- Maintains a strong field presence to oversee daily work fronts, verify readiness for inspections, witness critical activities (e.g. fit-up, welding, lifting, grouting), and ensure construction is executed in accordance with method statements and ITPs.
- Ensures that site construction deviations or modifications are raised, reviewed, and addressed in a timely manner with relevant stakeholders to minimize project disruptions. Working knowledge of proprietary structural analysis software.

Other Competencies

- Fluent in English with a valid certificate (minimum TOEIC 500 or equivalent) or proven experience in international/JOC/overseas working environments
- Proficient computer skills with modern PC application packages. Familiar with and be able to use the professional software(s) preferred.
- Have the ability to organize your own work and meet strict deadlines.
- Ability to work in a team environment.

Challenges (If any):

Assignment Duration:

Prepared by:

Approved by:



- Development Manager

- Director

HL 1/6/2

JOB DESCRIPTION

Job Title: Safety Officer/Inspectors		Working Location: As instructed by COMPANY
Department: Development	Group: Project Management Team	Report to: Construction Lead
Group organization structure: <ul style="list-style-type: none"> • Development Manager => Construction Lead => Safety Officer/Inspectors 		
Job Purpose: <ul style="list-style-type: none"> • Lead the implementation of initiatives to promote full compliance to the Company's HSE and other Regulations • Advise on intervention plan aimed at compliance to Company's policy and regulatory requirements in safeguarding people and assets, which is critical in sustaining Company's business operation. 		
General Description: <ul style="list-style-type: none"> • Provide advice to line management, including contractors on occupational safety and health matters through Premob briefing, to ensure that the conduct of activities is in full compliance with regulatory and Company requirements. • Conduct regular audit at work site (PTW, ER adequacy) to ensure that occupational safety and health risk associated with work activities as well as risk posed by machinery, plant, equipment, substance and appliance are managed to a level that is as low as reasonably practicable (ALARP) • Participate in incident investigation, ensuring that the incident investigation process is carried out in accordance with Company's Incident Investigation & Reporting Procedures, to ensure consistent and structured incident investigation and accurate identification of incident causation. • Implement occupational safety and health program (PPE use, waste management, Confined space work procedure) at the work site, in compliance with regulatory requirements, to enhance level of occupational safety and health awareness at all work locations. • Monitor the conduct of work site activities to ensure full compliance to Regulations and regularly appraise line management, including providing intervention plan as necessary. • Provide occupational safety and health related training, coaching, mentoring and promoting safety culture (Monthly performance review, proactive safety culture, Near miss & Behavior report) at work site throughout the division including contractors by giving safety talk, conducting audit and safety walkabout to enhance competency on Occupational safety and health to promote safe work practices. • Research, evaluate and implement new changes and development in regulatory requirements and industry best practices through networking with authorities and adopt the changes into our organization. • Communicate, interpret and champion the execution of the objectives and provisions of the Health, Safety and Environment (HSE) policies and Codes of Conduct and Discipline (COCD). 		
Qualifications and Work Experience required:		

Handwritten signature

Qualification:

- The candidate should possess a degree in Engineering and Equivalent
- Valid Safety and Health Officer Certificate or equivalent certificate Vietnamese Safety Regulator Body
- The candidate shall possess a valid CSWIP 3.1 or 3.2 certificate. Additional certifications such as NACE or IMM Level II are considered advantageous for coating supervision but not mandatory

Experience & Requirements:

- A minimum of 7 years' experience as HSE inspector in EPCI phase

Other Competencies

- Communication Capabilities: Fluency in English
- Professional Software competency: Familiar with and be able to use the professional software(s)
- Teamwork Capabilities

Challenges (If any):

Assignment Duration:

Prepared by:

Approved by:

– Development Manager

– Director



JOB DESCRIPTION

Job Title: QA/QC Lead		Working Location: Ho Chi Minh/Vung Tau
Department: Development	Group: Project Management Team	Report to: Construction lead
Group organization structure: <ul style="list-style-type: none"> • Development Manager => Construction Lead ==> QA/QC Lead 		
Job Purpose: <ul style="list-style-type: none"> • Assist and support as necessary for the Construction Lead to set up and implement the Project Quality Management Plan, Quality Surveillance Program, ITPs and Quality procedures for all Project Phases to ensure all provided materials, equipment and fabrication for Company meet the Project requirements of its technical specifications, international codes/standards and Vietnam regulatory requirements. • Lead QA/QC Site Teams for the WHPs/Infield Pipeline to monitor, measure and control the QA/QC activities of EPCIC Contractor, Sub-Contractors, Suppliers ensuring delivery is in accordance with the Project Schedule and Project Quality Objectives, KPI's and all Technical Specifications including Vietnam regulatory requirements. • Provide robust covering Quality Planning, Progress, Achievements, Records and Quality Issues thereby providing all necessary Project Quality Records, IVS Certificates and VR Certificates in a timely manner. • Play a Key role in promoting and embedding Quality Leadership, positive behavior and a QA/QC culture for the Project including supporting the Project Team in achieving the Project Quality Objectives. 		
General Description:		
<i>QA/QC Oversight and Surveillance</i> <ul style="list-style-type: none"> • Act as the QA/QC focal point at site on behalf of COMPANY. • Monitor and ensure EPCIC Contractor's compliance with the Project Quality Management Plan, Contract requirements, and Vietnamese regulatory standards (including VR, DOSH, IVS, and others). • Participate in the preparation, review, and implementation of QA/QC documentation, including Inspection and Test Plans (ITPs), Audit Schedules, Quality Procedures, and Surveillance Plans. 		
<i>Supervision and Intervention</i> <ul style="list-style-type: none"> • Plan, coordinate, and execute COMPANY QA/QC interventions as specified in the ITPs at Contractor, Subcontractor, and Vendor facilities. • Witness and verify key quality-related activities including welding qualifications (WPS/PQR/WQT), coating trials, NDT procedures, material inspections, and final acceptance tests. 		
<i>Document Control and Verification</i> <ul style="list-style-type: none"> • Review and comment on QA/QC deliverables submitted by EPCIC Contractor and Vendors (e.g., Quality Plans, ITPs, test reports, material traceability, etc.). • Ensure proper documentation, traceability, and record-keeping in compliance with COMPANY and audit requirements. 		
<i>Coordination and Interface Management</i>		




- Lead and participate in QA/QC meetings with EPCIC Contractor, Subcontractors, and Vendors to track quality issues, NCRs, and closeout actions.
- Provide regular updates to COMPANY Construction Lead on QA/QC progress, concerns, and recommendations.
- Liaise with independent verification bodies (Class, VR) and regulatory authorities to ensure successful completion of certification and approval activities.

Support for Construction Activities

- Work closely with COMPANY's site team to ensure QA/QC activities are aligned with construction and installation schedule.
- Identify, raise, and follow up on any quality issues or non-conformances, and support the resolution in a timely manner."

Qualifications and Work Experience required:

- Minimum: Diploma in Mechanical Engineering, Welding Engineering, Materials or Metallurgy.
- The candidate shall possess a valid CSWIP 3.1 or 3.2 certificate. Additional certifications such as NACE or IMM Level II are considered advantageous for coating supervision but not mandatory

Certification Requirements

- Candidate shall possess valid ISO 9001:2015 Lead Auditor certification and CSWIP 3.1 Welding Inspector or AWS-CWI (or equivalent) as mandatory qualifications.
- Candidate is preferred to hold a valid NACE Level II or IMM Level II certification in protective coating, and/or an ASNT Level II (PT/MT/UT) or equivalent recognized certification in Non-Destructive Testing.
- Certification must be valid and issued by recognized international bodies.

Work experience

- Minimum of twelve (12) years' experience in the offshore oil and gas industry
- Minimum of three (3) projects experience as QA/QC Lead in the EPCI phase of projects with similar size and scope.
Preferably, such experience includes at least one or more of the following areas:
 - Fixed platform development
 - Rigid pipeline installation
 - Facility modification
 - Tie-in and hook-up commissioning

Other competency

- Fluent in English with a valid certificate (minimum TOEIC 500 or equivalent) or proven experience in international/JOC/overseas working environments
- Proficient in MS Office (Word, Excel), and basic familiarity with inspection documentation systems.
- Strong knowledge of international codes and standards applicable to offshore oil and gas projects (e.g., API, ASME, AWS, ISO, NORSOK)
- Familiarity with Vietnamese regulatory requirements including VR (Vietnam Register), DOSH, and other statutory authorities.
- Excellent communication and coordination skills, with proven ability to work effectively in multi-disciplinary and multicultural teams.

Challenges (If any):

Assignment Duration:	
Prepared by: -- Development Manager	Approved by: -- Director

Handwritten signature/initials

JOB DESCRIPTION

Job Title: QA/QC Supervisor		Working Location: Ho Chi Minh/Vung Tau
Department: Development	Group: Project Management Team	Report to: QA/QC Lead
Group organization structure: <ul style="list-style-type: none"> • Development Manager => QA/QC Lead => QA/QC Supervisor 		
Job Purpose: To represent COMPANY in supervising, verifying, and ensuring the proper implementation of Quality Assurance and Quality Control activities performed by EPCIC Contractor, Subcontractors, Vendors, and Suppliers across all project phases in accordance with the EPCIC Contract, Project Quality Plan, and applicable codes, standards, and statutory requirements.		
General Description:		
<p>QA/QC Oversight and Surveillance</p> <ul style="list-style-type: none"> • Act as the QA/QC focal point at site on behalf of COMPANY. • Monitor and ensure EPCIC Contractor's compliance with the Project Quality Management Plan, Contract requirements, and Vietnamese regulatory standards (including VR, DOSH, IVS, and others). • Participate in the preparation, review, and implementation of QA/QC documentation, including Inspection and Test Plans (ITPs), Audit Schedules, Quality Procedures, and Surveillance Plans. <p>Supervision and Intervention</p> <ul style="list-style-type: none"> • Plan, coordinate, and execute COMPANY QA/QC interventions as specified in the ITPs at Contractor, Subcontractor, and Vendor facilities. • Witness and verify key quality-related activities including welding qualifications (WPS/PQR/WQT), coating trials, NDT procedures, material inspections, and final acceptance tests." <p>Document Control and Verification</p> <ul style="list-style-type: none"> • Review and comment on QA/QC deliverables submitted by EPCIC Contractor and Vendors (e.g., Quality Plans, ITPs, test reports, material traceability, etc.). • Ensure proper documentation, traceability, and record-keeping in compliance with COMPANY and audit requirements. <p>Coordination and Interface Management</p> <ul style="list-style-type: none"> • Lead and participate in QA/QC meetings with EPCIC Contractor, Subcontractors, and Vendors to track quality issues, NCRs, and closeout actions. • Provide regular updates to COMPANY Construction Lead on QA/QC progress, concerns, and recommendations. • Liaise with independent verification bodies (Class, VR) and regulatory authorities to ensure successful completion of certification and approval activities. <p>Support for Construction Activities</p> <ul style="list-style-type: none"> • Work closely with COMPANY's site team to ensure QA/QC activities are aligned with construction and installation schedule. • Identify, raise, and follow up on any quality issues or non-conformances, and support the resolution in a timely manner. 		

Handwritten initials/signature

Qualifications and Work Experience required:

Qualification:

- Minimum: Diploma in Mechanical Engineering, Welding Engineering, Materials or Metallurgy.
- Preferred: Bachelor's degree is an advantage.
- The candidate shall possess a valid CSWIP 3.1 or 3.2 certificate. Additional certifications such as NACE or IMM Level II are considered advantageous for coating supervision but not mandatory

Certification Requirements

- Candidate shall possess valid ISO 9001:2015 Lead Auditor certification and CSWIP 3.1 Welding Inspector or AWS-CWI (or equivalent) as mandatory qualifications.
- Candidate is preferred to hold a valid NACE Level II or IMM Level II certification in protective coating, and/or an ASNT Level II (PT/MT/UT) or equivalent recognized certification in Non-Destructive Testing.
- Certification must be valid and issued by recognized international bodies.

Experience & Requirements:

- Minimum of twelve (10) years' experience in the offshore oil and gas industry
- Minimum of 2 projects experience as QA/QC Supervisor in EPCI

Other competencies

- Fluent in English with a valid certificate (minimum TOEIC 500 or equivalent) or proven experience in international/JOC/overseas working environments
- Proficient in MS Office (Word, Excel), and basic familiarity with inspection documentation systems.
- Strong knowledge of international codes and standards applicable to offshore oil and gas projects (e.g., API, ASME, AWS, ISO, NORSOK)
- Familiarity with Vietnamese regulatory requirements including VR (Vietnam Register), DOSH, and other statutory authorities.
- Excellent communication and coordination skills, with proven ability to work effectively in multi-disciplinary and multicultural teams.

Challenges (If any):

Assignment Duration:

Prepared by:

– Development Manager

Approved by:

– Director



JOB DESCRIPTION

Job Title: QA/QC Engineer		Working Location: As instructed by COMPANY
Department: Development	Group: Project Management Team	Report to: QA/QC Lead
Group organization structure: <ul style="list-style-type: none"> • Development Manager ==> QA/QC Lead ==> QA/QC Engineer 		
Job Purpose: <ul style="list-style-type: none"> • To assist the QA/QC Lead in coordinating, managing, and controlling all Quality Assurance and Quality Control documentation and records related to EPCIC Contractor, Subcontractors, and Vendors. This includes support for the implementation of the Project Quality Plan, inspection coordination, document reviews, and traceability control to ensure compliance with COMPANY requirements and applicable standards. 		
General Description:		
QA/QC Documentation Management <ul style="list-style-type: none"> • Maintain and monitor all QA/QC documentation including Inspection and Test Plans (ITPs), Welding Procedure Specifications (WPS/PQR), NDT records, coating reports, and material certificates. • Ensure traceability and compliance of all quality documents with COMPANY, regulatory, and audit requirements. • Assist QA/QC Lead in establishing and updating QA/QC documentation tracking systems. 		
Technical Support and Review <ul style="list-style-type: none"> • Review QA/QC submissions from EPCIC Contractor and Vendors (e.g., Quality Plans, ITPs, Material Certificates, Calibration Certificates) as assigned by QA/QC Lead. • Coordinate document reviews and comments from COMPANY team and ensure timely return to EPCIC Contractor. • Assist in the preparation and update of the Project Quality Management Plan and related quality procedures. 		
Coordination and Communication <ul style="list-style-type: none"> • Interface with EPCIC Contractor and Vendors to follow up on QA/QC document submissions and closeout. • Participate in QA/QC meetings and minute key documentation-related actions. • Provide document status updates to QA/QC Lead and assist in audit preparation and documentation. 		
Quality Surveillance and Reporting <ul style="list-style-type: none"> • Support the QA/QC team in preparing surveillance and inspection reports. • Assist in logging, tracking, and resolving NCRs and observations raised during site QA/QC activities. • Compile final QA/QC dossiers for handover to COMPANY and regulatory authorities. 		
Support to QA/QC Lead and Site Team <ul style="list-style-type: none"> • Perform tasks as assigned or delegated by the QA/QC Lead to support daily QA/QC activities at site. • Assist in verification of inspection readiness, document completeness, and record retention for mechanical completion and pre-commissioning. 		

JL 1/6/20

Qualifications and Work Experience required:

Education

- Minimum: Diploma in Mechanical Engineering, Welding Engineering, Materials or Metallurgy.
- Preferred: Bachelor's degree is an advantage.
- The candidate shall possess a valid CSWIP 3.1 or 3.2 certificate. Additional certifications such as NACE or IMM Level II are considered advantageous for coating supervision but not mandatory

Certification Requirements

- Must hold valid QA/QC or Welding Inspector certification (e.g., CSWIP 3.1, AWS-CWI, or equivalent).
- "Preferably certified in NDT (ASNT Level II – PT/MT/UT) and/or Protective Coating (NACE Level II / IMM Level II).

All certifications must be valid and issued by internationally recognized bodies.

Work experience

- Minimum of seven (7) years' experience in the offshore oil and gas industry
- Minimum of one (1) project experience as QA/QC Engineer inspector in similar size and scope EPCI projects.

Other competencies

- Fluent in English with a valid certificate (minimum TOEIC 500 or equivalent) or proven experience in international/JOC/overseas working environments
- Proficient in MS Office (Word, Excel), and basic familiarity with inspection documentation systems.
- Understanding of international codes and standards (API, ASME, AWS, ISO).
- Knowledge of Vietnamese regulatory requirements including VR and DOSH.
- Strong organizational and time management skills; ability to follow instructions and meet deadlines.

Challenges (If any):

Assignment Duration:

Prepared by:

Approved by:

– Development Manager

– Director

JOB DESCRIPTION

Job Title: Mechanical/Piping Inspectors		Working Location: As instructed by COMPANY
Department: Development	Group: Project Management Team	Report to: QAQC Lead
Group organization structure: Development Manager => QAQC Lead => Piping Inspector		
Job Purpose: <ul style="list-style-type: none"> • Mechanical/Piping Inspectors shall be assigned full time at construction yard to assist the QA/QC Lead to monitor EPCI Contractor. 		
General Description: <p>The Piping Inspectors have to supervise & control the Contractors to carry out the fabrication/installation/testing/commissioning of Piping system to meet the PROJECT SPECIFICATIONS/approved procedure requirements and maintain the project schedule</p> <p>The Inspector's function is to enforce the specifications without exception; to inform the WHP Supervisor of any deviations or suggested improvements.</p> <p>The specific responsibilities of the Piping Inspectors should include but not to limited to the following:</p> <ul style="list-style-type: none"> • To ensure Fabrication Contractor's work is in line with applicable quality and technical standards, contractual agreements and company instructions. • To ensure that the electrical and instrumentation activities are carried out in accordance with specifications and approved procedures. • Interacts with Fabrication Contractor's project team for progress, project problems, specification interpretation and special inspection. • Review AFC drawings/specifications and Fabrication Contractor's shop drawings. • Review of Fabrication Contractor's technical evaluation of major purchased instrumentation & electrical items. • Review, advise and clarify site technical queries related to electrical and instrumentation items raised by Fabrication Contractor. • Perform receiving inspection on piping material/ equipment received at site to verify compliance to Company's purchase orders. • Review of procedures, inspection test plans (ITPs) and related QC documentations to verify compliance to specifications code and standard requirements from both Viet nam & Malaysia • Review of mill certificates and relevant vendors/manufacturers documents. • Review Fabrication Contractor's working and testing equipment as and when required. • Take part in the workshop inspection and witness factory acceptance tests of packaged equipment. • Liaise and coordinate directly with other inspection personnel if required during execution of inspection. • Verify compliance of correct installation of electrical equipment and instruments at work sites. • Monitor Fabrication Contractor's Instrument commissioning work not limited to instrument calibration, hydro testing of pipe work, valves and reinstatement tests, • Monitor Fabrication Contractor's commissioning work is not limited to cable tests, switchgear and motor testing. 		

JL H 2

- Prepare and monitor punch list items, ensuring they are being resolved prior to sail-away.
- Resolve punch list items offshore.
- Control the Fabrication Contractor QA/QC Engineers to ensure all work is correctly documented in a timely fashion
- Summarize/control the punch list statuses, site change notes/modifications to update on the as-built drawings and final documentation.
- Verify the as-built drawings and final documentation.
- Monitor all safety aspects of the fabrication works and perform unsafe act auditing regularly.
- The Inspector shall make frequent visits to the job sites in his field of responsibility. Besides specification enforcement, the Inspector shall be responsible for witnessing, verifying, and documenting the work at various inspection points.
- He liaises with the other discipline QA/QC Engineers to ensure all work is correctly documented in a timely fashion.
- The Inspector shall attend Weekly Progress Review Meetings with the Contractor and submit weekly progress reports.
- Ad-hoc works that may be required by project management Team.

Qualifications and Work Experience required:

Qualification

- The jobholder should hold at least a Diploma in Mechanical Engineering and/or Equivalent
- The candidate shall possess a valid CSWIP 3.1 or 3.2 certificate. Additional certifications such as NACE or IMM Level II are considered advantageous for coating supervision but not mandatory

Experience:

- Minimum 7 years of working experience as Piping Inspector in EPCI phase.

Certifications requirement:

- Certification Scheme for Welding and Inspection Personnel CSWIP level 3.1 or equivalent recognized authority (CSWIP, AWS, City & Guilds, Australian Welding Institute etc).

Other Competencies

- Fluent in English with a valid certificate (minimum TOEIC 500 or equivalent) or proven experience in international/JOC/overseas working environments
- Proficient computer skills with modern PC application packages. Familiar with and be able to use the professional software(s) preferred.

Challenges (If any):

Assignment Duration:

Prepared by:

Approved by:

– Development Manager

– Director

JOB DESCRIPTION

Job Title: E&I Inspectors		Working Location: As instructed by COMPANY
Department: Development	Group: Project Management Team	Report to: QAQC Lead
Group organization structure: Development Manager => QAQC Lead => E&I Inspectors		
Job Purpose: <ul style="list-style-type: none"> • A E&I Inspectors shall be assigned full time at construction yard to assist the EPCIC Site QA/QC Lead to monitor EPCI Contractor. 		
General Description: <p>The E&I Inspector have to supervise & control the Contractors to carry out the fabrication/installation/testing/commissioning of Electrical & Instrument system to meet the Project Specifications/approved procedure requirements and maintain the project schedule</p> <p>The Inspector's function is to enforce the specifications without exception; to inform the WHP Supervisor of any deviations or suggested improvements.</p> <p>The specific responsibilities of the Electrical & Instrument Inspector should include but not to limited to the following:</p> <ul style="list-style-type: none"> • To ensure Fabrication Contractor's work is in line with applicable quality and technical standards, contractual agreements and company instructions. • To ensure that the electrical and instrumentation activities are carried out in accordance with specifications and approved procedures. • Interacts with Fabrication Contractor's project team for progress, project problems, specification interpretation and special inspection. • Review AFC drawings/specifications and Fabrication Contractor's shop drawings. • Review of Fabrication Contractor's technical evaluation of major purchased instrumentation & electrical items. • Review, advise and clarify site technical queries related to electrical and instrumentation items raised by Fabrication Contractor. • Perform receiving inspection on electrical and instrumentation material/ equipment received at site to verify compliance to Company's purchase orders. • Review of procedures, inspection test plans (ITPs) and related QC documentations to verify compliance to specifications/code and standard requirements. • Review of mill certificates and relevant vendors/manufacturers documents. • Review Fabrication Contractor's working and testing equipment as and when required. • Take part in the workshop inspection and witness factory acceptance tests of packaged equipment. • Functional and proof test mechanical components e.g. valves etc... • Liaise and coordinate directly with other inspection personnel if required during execution of inspection. • Verify compliance of correct installation of electrical equipment and instruments at work sites. • Monitor Fabrication Contractor's Instrument commissioning work not limited to instrument calibration, hydro testing of pipe work, valves and reinstatement tests, • Monitor Fabrication Contractor's commissioning work not limited to cable tests, switchgear and motor testing. 		

HL

- Prepare and monitor punch list items, ensuring they are being resolved prior to sail-away.
- Compile mechanical punch list work scope for offshore hook-up.
- Resolve punch list items offshore.
- Control the Fabrication Contractor QA/QC Engineers to ensure all work is correctly documented in a timely fashion
- Summarize/control the punch list statuses, site change notes/modifications to update on the as-built drawings and final documentation.
- Verify the E&I as-built drawings and final documentation.
- Monitor all safety aspects of the fabrication work and perform unsafe act auditing regularly.
- The Inspector shall make frequent visits to the job sites in his field of responsibility. Besides specification enforcement, the Inspector shall be responsible for witnessing, verifying, and documenting the E&I work at various inspection points.
- He liaises with the other discipline QA/QC Engineers to ensure all work is correctly documented in a timely fashion.
- The Inspector shall attend Weekly Progress Review Meetings with the Contractor and submit weekly E&I progress reports.
- Ad-hoc works that may be required by project management Team.

Qualifications and Work Experience required:

Qualifications

- Valid certificate / diploma in Electrical or Instrument course from Technical Colleges/Universities or equivalent
- Some certificates such as Electrical/instrument equipment for hazardous areas, BOSET, electrical safety, high voltage electrical equipment, etc. is preferred.

Experience:

- Minimum of seven (7) years' experience as E&I inspector in EPCI phase.

Technical competency

- Solid knowledge and hands-on experience in both electrical and instrumentation systems applicable to offshore oil and gas facilities.
- Proven experience in supervising and verifying E&I testing activities including, but not limited to:
 - Loop checks,
 - Functional testing,
 - Critical Function Tests (CFTs),
 - Factory Acceptance Tests (FATs),
 - Documentation and test reports.
- Familiarity with telecommunication systems related to offshore platform operations is an advantage.
- Prior experience in E&I QA/QC inspection and verification activities during the construction and commissioning phases of Wellhead Platform (WHP) projects is highly desirable.
- Working knowledge or experience in the operational phase of WHPs, including troubleshooting and system handover

Other competencies:

- Fluent in English with a valid certificate (minimum TOEIC 500 or equivalent) or proven experience in international/JOC/overseas working environments
- Proficient in MS Office (Word, Excel), and basic familiarity with inspection documentation systems.

Challenges (If any):

Assignment Duration:

Prepared by: – Development Manager	Approved by: – Director
--	---------------------------------------

Handwritten signature

JOB DESCRIPTION

Job Title: Painting/Coating Inspector		Working Location: As instructed by COMPANY
Department: Development	Group: Project Management Team	Report to: QAQC Lead
Group organization structure: Development Manager => QAQC Lead => Painting/Coating Inspector		
Job Purpose: <ul style="list-style-type: none"> • The Painting/Coating Inspector is responsible for all aspects of painting works to ensure quality attained as per requirement. He will ensure correct surface preparation and application of protective painting/ coatings. 		
General Description:		
<i>Inspection & Verification Activities</i> <ul style="list-style-type: none"> • Witness and monitor all surface preparation, blasting, wrapping, and coating application to ensure compliance with approved procedures and project specifications. • Verify surface conditions (cleanliness, surface profile, substrate temperature, relative humidity, dew point) prior to coating application. • Verify coating thickness (Dry Film Thickness – DFT) using calibrated instruments. • Witness and verify holiday detection testing and inspection of repairs on damaged or defective coatings. • Witness adhesion/bond tests and ensure compliance with project specifications. • Witness Coating Procedure Qualification Test (CPQT) and paint panel tests. • Inspect and verify the condition and calibration of blasting and painting equipment before use. 		
<i>Documentation & Reporting</i> <ul style="list-style-type: none"> • Review and comment on Contractor’s coating ITPs, WMSs, and related QA/QC documentation. • Ensure all painting/coating records (painting log, DFT record, inspection reports, repair logs, test reports, etc.) are properly completed, maintained and submitted for the final documentation package. • Submit daily, weekly, and monthly inspection reports using CLIENT’s standard template. • Prepare punch list items, field change notices (FCN), extra work orders (EWO), and back charge notices as required. 		
<i>Monitoring & Supervision</i> <ul style="list-style-type: none"> • Monitor progress of painting/coating activities and report actual progress against schedule. • Ensure paint material storage, mixing, and application are performed under controlled and compliant conditions. • Check and verify that coating materials have valid test certificates and shelf-life. • Monitor that Contractor’s handling equipment (e.g., pipe hooks, trailers) does not damage coated surfaces. • Participate in daily/weekly quality meetings with EPCI Contractor and related parties. 		
<i>Nonconformance & Quality Control</i> <ul style="list-style-type: none"> • Raise Non-Conformance Reports (NCR) for any deviation from specification or procedure. • Follow up and verify implementation of corrective actions related to coating defects or failures. • Proactively identify potential quality issues and propose mitigation actions. 		

Handwritten signature

Safety, Compliance & Coordination

- Ensure all coating activities are performed in compliance with HSE requirements and CLIENT safety policies.
- Verify that Contractor's coating personnel are adequately trained and certified.
- Coordinate with QA/QC Lead and Construction Lead for inspection schedules and joint reviews.
- Support resolution of coating-related technical queries (TQ) raised by Contractor or Vendors.

Qualifications and Work Experience required:

Qualification

- The candidate should have at least a Diploma in Engineering and/or Equivalent
- The candidate shall possess a valid CSWIP 3.1 or 3.2 certificate. Additional certifications such as NACE or IMM Level II are considered advantageous for coating supervision but not mandatory

Experience:

- Minimum 7 years of working experience as Painting/ Coating Inspector in EPCI phase

Certifications requirement:

- Certification qualified by Institute of Materials (IM) Level II certificate or National Association of Corrosion Engineers (NACE) certificate or equivalent.

Other Competencies

- Fluent in English with a valid certificate (minimum TOEIC 500 or equivalent) or proven experience in international/JOC/overseas working environments
- Proficient computer skills with modern PC application packages. Familiar with and be able to use the professional software(s) preferred.

Challenges (If any):

Assignment Duration:

Prepared by:

Approved by:

-- Development Manager

-- Director



JOB DESCRIPTION

Job Title: Material Controller		Working Location: VungTau/Ho Chi Minh City
Department: Development	Group: Project Management Team	Report to: Construction Lead
Group organization structure: Development Manager => Construction Lead => Material Controller		
<p>Job Purpose:</p> <ul style="list-style-type: none"> A Material Controller shall be assigned full time at construction yard to assist the EPCI Site Construction Lead to monitor EPCI. Contractor's plan for handling, storage, preservation, issuing and controlling project materials and equipment at the construction yard. 		
<p>General Description:</p> <p>Material Controller shall be assigned full-time at the construction yard and shall be responsible for supervision, monitoring and controlling the EPCI contractor's and its sub-contractors plan for handling, storage, preservation, issuing and receiving of project materials and equipment at the construction yard to ensure the project materials and equipment will be received, inspected, handled, stored and controlled properly in compliance with project approved procedures, codes/standards and Contract requirements:</p> <p>Roles and responsibilities of the Material Controller include but are not limited to:</p> <ul style="list-style-type: none"> Daily monitoring and control of EPCI contractor's and its sub-contractors handling, storage, preservation, and controlling of project materials and equipment at construction yard to ensure the plan is performed according to project approved procedures, codes/standards, and project requirements. To monitor, review and coordinate with the EPCI Contractor and its sub-contractor(s) to provide regular project material & equipment control reports at the construction yard to the construction site team. To monitor, review and coordinate with the EPCI Contractor and its sub-contractor(s) to regularly provide status reports of project materials and equipment delivery plans to the construction yard to the construction site Team. To monitor, review and coordinate with EPCI contractor's and its sub-contractor logistics teams on import/export issues for project materials and equipment to ensure that the project materials and equipment delivery plan is performed according to project schedule, milestones/targets, and project requirements. To monitor and coordinate with the EPCI Contractor to provide regular weekly/monthly updated materials & equipment receiving and inspection reports, stock card reports, and discrepancies and/or any shortages and/or damages reports of project materials and equipment at construction yard to construction site team. To monitor, review and coordinate with EPCI Contractor and its sub-contractor(s) to provide a final project Materials & Equipment consolidation report before the facilities sailing away from the construction yard for offshore installation. To monitor and co-ordinate with Contractor's material control team and offshore Hook-up team on the bagging and tagging of materials required for offshore hook-up. To provide timely reports and provide any areas of concern that may impact the project materials and equipment delivery & control plan at construction yard and to provide suggestions, recommendations, and solutions to the Site Construction Manager EPCI. 		

JL H-ll

- Ad-hoc works that may be required by project management Team.

Qualifications and Work Experience required:

Education:

- Qualified technical or non-technical background

Experience:

- Working experiences: minimum seven (7) years for Material Controller of various construction materials by specifications such as pipes, valves, fittings, structural steel, electrical components, cable, conduit, tubing and fittings or worked with at least 2 oil & gas projects (for Senior Material Controller – experience in 3 projects is required) in this position.

Business understanding:

- Computer skills: Microsoft Office software, Word, Excel etc.
- Good understanding of the activities within the project groups,
- Good knowledge and understanding of other groups' activities within the Company,
- Understanding of contractor, supplier's functions, and their capacity of supply.
- Good command in English, writing, listening, and speaking,
- Good understanding of engineering, procurement, construction, maintenance, pre-commissioning & commissioning, load out, transportation and installation, hook up and offshore commissioning of offshore oil and gas platforms

Challenges (If any):

Network Interaction:

Internal Parties:

- Influenced by: Construction Team, Engineering Team, Procurement Team, Cost Control Team, QAQC Team, T&I Team, Pre-commissioning & Commissioning Team, HSE Team,
- Influence: Procurement Team, QAQC Team, HSE Team, T&I Team, Pre-commissioning & Commissioning Team, Cost Control Team.

External parties:

- Influenced by: Vietnamese Authorities, Certifying Authorities (VIRES, Lloyds Register, ABS etc),
- Influence: Contractors, Vendors, Suppliers, Services Companies.

Assignment Duration:

Prepared by:

Approved by:

– Development Manager

– Director

JOB DESCRIPTION

Job Title: Welding/NDT Inspector		Working Location: Ho Chi Minh City (Vietnam)
Department: Development	Group: Project Management Team	Report to: QA/QC Lead
Group organization structure: Development Manager => QA/QC Lead => Welding/NDT Inspector		
Job Purpose: To represent the CLIENT (PVEP-KM) in monitoring, witnessing, verifying, and reporting all welding and NDT activities carried out by EPCI Contractors, Sub-contractors and Vendors throughout the Project lifecycle. Ensure that all welding-related work complies with project specifications, Vietnamese regulations, and applicable international codes and standards.		
General Description:		
<i>Welding Surveillance</i>		
<ul style="list-style-type: none"> • Review and comment on welding procedures (WPS, PQR) submitted by EPCI Contractors. • Witness welder qualifications (WQT) and procedure qualification tests (WPQT). • Monitor production welding and ensure compliance with approved procedures. • Verify implementation of welding Inspection & Test Plans (ITPs). • Verify “Golden Welds” and critical joints, including tie-ins and offshore/onshore connections • Monitor and report any welding non-conformities and follow up on corrective actions. 		
<i>NDT Surveillance</i>		
<ul style="list-style-type: none"> • Review and comment on NDT procedures submitted by Contractor. • Verify qualifications and certifications of NDT personnel. • Monitor NDT operations including RT, UT, MT, PT at fabrication yards and offshore sites. • Verify radiographic films and ensure traceability of inspection records. • Ensure safety compliance during use and storage of radioactive sources. 		
<i>QA/QC and Reporting</i>		
<ul style="list-style-type: none"> • Report all non-conformance findings, deviations, and observations. • Track resolution of CAR/NCR and verify effectiveness of corrective actions. • Maintain updated inspection records and participate in audits as required. • Submit daily and weekly welding/NDT surveillance reports to QA/QC Lead. • Participate in punch list verification and mechanical completion. 		
<i>Coordination</i>		
<ul style="list-style-type: none"> • Interface with Contractor QA/QC team and third-party inspectors. • Support QA/QC Lead in surveillance planning and performance review. • Provide technical input to ensure welding/NDT execution meets project milestones 		
<i>Education</i>		
<ul style="list-style-type: none"> • The jobholder should have at least a Diploma in Mechanical Engineering, Welding Engineering, Materials or Metallurgy. 		
<i>Certification Requirements</i>		
<ul style="list-style-type: none"> • Valid certification in welding inspection, such as: CSWIP 3.1 or 3.2, or equivalent (AWS-CWI) • Valid NDT Level II certificates (any two or more of the following): UT, RT (with interpretation), MT, PT. • Valid certification CSWIP, PCN, EN ISO 9712, or ASNT Level II (ASNT acceptable for local personnel). 		

Handwritten signature

- Familiarity with international codes and standards such as: ASME IX, AWS D1.1, API 1104, ISO 5817, DNV, NACE.
- The candidate shall possess a valid CSWIP 3.1 or 3.2 certificate. Additional certifications such as NACE or IMM Level II are considered advantageous for coating supervision but not mandatory

Work experience

- Minimum of seven (7) years' experience as Welding/ NDT Inspector in EPCI phase.

Other competencies:

- Fluent in English with a valid certificate (minimum TOEIC 500 or equivalent) or proven experience in international/JOC/overseas working environments
- Proficient in MS Office (Word, Excel), and basic familiarity with inspection documentation systems.
- Ability to work independently, proactively report issues, and follow-up on corrective actions
- Capable of working in multicultural environments and offshore conditions.

Challenges (If any):

Network Interaction:

Internal Parties:

- Influenced by: Construction Team, Engineering Team, Procurement Team, Cost Control Team, QAQC Team, T&I Team, Pre-commissioning & Commissioning Team, HSE Team,
- Influence: Procurement Team, QAQC Team, HSE Team, T&I Team, Pre-commissioning & Commissioning Team, Cost Control Team.

External parties:

- Influenced by: Vietnamese Authorities, Certifying Authorities (VIRES, Lloyds Register, ABS etc),
- Influence: Contractors, Vendors, Suppliers, Services Companies.

Assignment Duration:

Prepared by:

Approved by:

– Development Manager

– Director

EXHIBIT II

ADMINISTRATION PROCEDURES

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>
II-1.0	ADMINISTRATION PROCEDURES
II-2.0	COMMUNICATION/ CORRESPONDENCE
II-3.0	SCOPE OF SERVICES
II-4.0	TIMESHEET
II-5.0	INVOICING PROCEDURES
II-6.0	AUTHORISATION OF LEAVE
II-7.0	SECURITY REQUIREMENT OFFSHORE
II-8.0	MEDICAL REQUIREMENT
II-9.0	CONTRACT CLOSURE

APPENDIX

II-1	PERSONNEL SERVICE TICKET
II-2	SPECIMEN FORM OF INVOICE
II-3	BILLING STATEMENT
II-3	LEAVE APPLICATION FORM
II-7	CONTRACT CLOSURE LETTER
II-5	CONTRACT CLOSURE CERTIFICATE

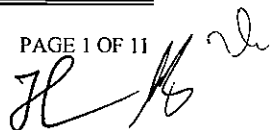


EXHIBIT II

ADMINISTRATION PROCEDURES

II-1.0 ADMINISTRATION PROCEDURES

The administration procedures as set forth herein detail the process and procedures which CONTRACTOR shall observe.

II-2.0 COMMUNICATION/ CORRESPONDENCE

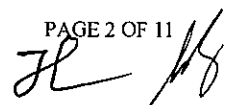
- a. The official line of communication between CLIENT and CONTRACTOR is defined in **ARTICLE 41 – “NOTICE”** in the CONTRACT.
- b. Correspondence shall be in English and shall be in writing by letter or telex or fax. Only properly directed letters and telexes will be considered to have contractual validity.
- c. All correspondences shall bear the following headings
 - Contract Number
 - Contract Title
 - Contractor reference
- d. If more than one subject or items is dealt with, then each subject or item shall be referenced (A), (B), etc. as appropriate. All correspondences shall indicate to whom copies have been sent.

II-3.0 MOBILIZATION OF PERSONNEL

Upon receipt of written request from CLIENT, CONTRACTOR shall mobilize the required personnel for the SERVICES. Only personnel with CLIENT's prior approval will be mobilized.

II-4.0 TIMESHEETS

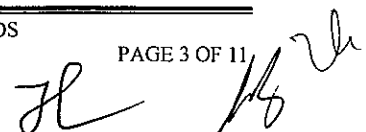
- II-4.1 CONTRACTOR shall be responsible to provide timesheets and ensure that the timesheets are duly completed by each personnel at the end of each month. CONTRACTOR shall submit the timesheets with the Personnel Service Ticket as per format in **APPENDIX II-1**.
- II-4.2 All timesheets shall be duly verified and approved by CLIENT's Representatives.



- II-4.3 If any alternations are made, these shall be counter-initialed by CLIENT's Representatives. Erasure on timesheets are prohibited.
- II-4.4 Only timesheets bearing CLIENT Representative's signature shall be accepted by CLIENT as substantiation of an invoice.
- II-4.5 Timesheets shall be standard A4 size and prepared in one (1) original plus one (1) copy, and shall be submitted as a supporting document with the CONTRACTOR's invoice to the address stipulated in **EXHIBIT II-5.0** hereunder. Hard ball point pen shall be used to ensure legible carbon copies.

II-5.0 INVOICING PROCEDURES

- II-5.1 Invoices for SERVICES performed shall be submitted in the invoicing format given in APPENDIX II-2 together with a copy of Billing Statement per APPENDIX II-3 for every invoice submission. The statement shall reflect the total amount previously billed, the current month's billing and the total accumulative amount billed to date.
- II-5.2 Invoices shall be submitted to the following address:
- KHANH MY PETROLEUM OPERATING BRANCH -
PETROVIETNAM EXPLORATION PRODUCTION
CORPORATION LIMITED (PVEP – KHANH MY)**
The 19th Floor, Victory Tower,
No. 12 Tan Trao Street,
Tan My Ward, Ho Chi Minh, S.R Vietnam
Attn.: Finance & Accounting Manager
- II-5.3 Invoices shall be submitted as per rates in **EXHIBIT III – CONTRACT PRICE SCHEDULE** in accordance with **ARTICLE 7** entitled "**INVOICING AND PAYMENT**" of the CONTRACT FORM.
- II-5.4 All invoices shall be prepared on CONTRACTOR's letterhead. The letterhead shall include the name of the company, current address, telephone and facsimile number.
- II-5.5 All invoices must indicate the following information but not limited to the CONTRACT title and number, invoices number and date, location (well and rig name) where SERVICES are performed.
- II-5.6 Debit invoice and Credit Invoice shall be numbered differentially to distinguish between them



- II-5.7 No payment instruction which conflict with the CONTRACT shall be shown on the invoices. If any such conflict exists, the CONTRACT shall govern.
- II-5.8 All invoices are to be submitted in two (2) copies (one original and one duplicate copy) both complete with relevant supporting documents and properly stamped to distinguish between original and duplicate.
- II-5.9 All invoices must be verified and signed by Contractor Contract's Administrator designed in **ARTICLE 18**.
- II-5.10 When invoices have been found undelivered, the CONTRACTOR shall submit certified true copies of the invoices and supporting documents duly signed by the Contractor Contract's Administrator designed in **ARTICLE 18**.
- II-5.11 All invoices are to be submitted monthly, i.e., monthly billing and separate invoices must be submitted for each particular location, i.e., each well and/or each Drilling Rig.
- II-5.12 Billing shall be supported by verifiable milestone or timesheets (for monthly rate) approved by CLIENT's Representative. All other reimbursable costs are to be supported by appropriate cost summary sheets and verified by CLIENT's Representative.

II-6.0 AUTHORISATION OF LEAVE

Onshore based CONTRACTOR Personnel, prior to going on leave (based on CONTRACTOR's planning and schedule), shall complete the leave application form as per **APENDIX II-4** and submit to CLIENT's Representative for approval. No rates shall be payable during leave days.

II-7.0 SECURITY REQUIREMENT OFFSHORE

- II-7.1 CONTRACTOR shall ensure that CONTRACTOR Personnel who work on or visit offshore Work Site shall, prior to embarking or disembarking from an office Work Site or work barge: -
- a. Procedure evidence of identification as required.
 - b. Consent to the searching of any article in their possession.
- II-7.2 Failure to comply with the above, CONTRACTOR Personnel may not be permitted passage to offshore Work Site and may be suspended from duties until such time they comply with the provision.

II-7.3 CLIENT will not make any payment for CONTRACTOR Personnel whilst they are suspended.

II-8.0 MEDICAL REQUIREMENT

II-8.1 CONTRACTOR shall provide CLIENT with a copy of current Medical Certificates of Fitness for all CONTRACTOR Personnel, upon arrival at Work Site.

II-8.2 The Certificates shall contain the following information: -

- a. Name, address and age
- b. Confirmation of medical fitness to work onshore/ offshore
- c. Name, address and signature of examining doctor
- d. Date of examination.

II-8.3 The Medical Certificate of Fitness shall have a valid of one (1) year.

II-8.4 CLIENT reserves the right to medically examine any CONTRACTOR Personnel and in the event that CLIENT decides such personnel are not fit to work onshore/offshore then they shall not be allowed passage to the Work Site.

II-9.0 CONTRACT CLOSURE

CONTRACTOR shall submit to CLIENT a “CONTRACT CLOSURE LETTER”
and
“CONTRACT CLOSURE CERTIFICATE” as per format in **APPENDIX II-5** and **APPENDIX II-6**, respectively at the end of the duration of the CONTRACT.

APPENDIX II-1

CONTRACTOR PERSONNEL TIMESHEET/SERVICE TICKET

CONTRACTOR : _____ RIG : _____
 CONTRACT NO. : _____ LOCATION : _____
 MONTH : _____

Name	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	DAYS	REMARK	
Name	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	DAYS	REMARK
TOTAL																		

CLIENT'S REP : _____ DATE : _____

CONTRACTOR REP : _____ DATE : _____

APPENDIX II-2

SPECIMEN FORM OF INVOICE

TO: **PVEP – KHANH MY**
The 19th Floor, Victory Tower,
No. 12 Tan Trao Street,
Tan My Ward, Ho Chi Minh, S.R
Vietnam

CONTRACTOR
current address,
telephone and
facsimile numbers.

ATTN: Finance & Accounting Manager

Contract Title:
Contract No.:

Invoice No.:
Invoice Date:

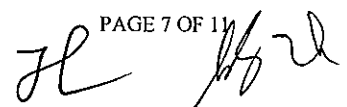
Brief description on type of invoice, location (well & rig), month and year and etc.

Description of charges itemized in accordance with the rates set forth in the CONTRACT.

Total amount of the invoice

CONTRACTOR's Bank
and Account Number as per

Verify and sign by



APPENDIX II-3

BILL STATEMENT

BILLING STATEMENT AS OF _____

CONTRACTOR : _____ **CONTRACT NO.** : _____

INVOICE NO.	INVOICE DATE	INVOICE AMOUNT	BRIEF DESCRIPTION OF THE INVOICE	CUMULATIVE AMOUNT	DATE SUBMIT TO CLIENT	AMOUNT PAID	DATE PAID	REMARKS

HL

APPENDIX II-4

CONTRACTOR PERSONNEL LEAVE APPLICATION FORM

CONTRACTOR: _____

CONTRACTOR PERSONNEL: _____

POINT OF ASSIGNMENT AND DURATION: _____

NO. OF DAYS LEAVE REQUESTED FROM: _____ TO _____

NEXT REPORTING DATE: _____

REQUESTED BY
CONTRACTOR

APPROVED BY
CLIENT

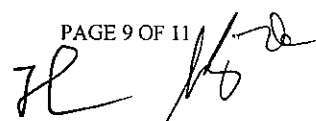
Name: _____

Designation: _____

Signature: _____

Date: _____

Remarks: _____



APPENDIX II-5

CONTRACT CLOSURE LETTER

CONTRACTOR : _____

CONTRACT NO. : _____

CONTRACT TITLE : _____

Dear Sir,

For administrative purpose we wish to close and archive the account of this CONTRACT and therefore request you to sign in duplicate the attached Contract Closure Certificate. Upon signing, please return one original copy to us for our record and retention.

The purpose of the certificate is to confirm the total sum of money that has been paid by CLIENT under the CONTRACT and to confirm that no further sums are payable by CLIENT. Please enter the appropriate figure in spaces provided in the attached Certificate.

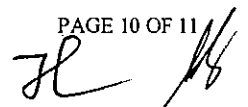
Yours faithfully,
For and on behalf of CLIENT.

Signature

Name

Designation

Date



APPENDIX II-6

CONTRACT CLOSURE CERTIFICATE

With reference to CONTRACT No. _____ dated _____ 20____,

between undersigned CONTRACTOR, _____
(Name of CONTRACTOR)

and _____
(Name of CLIENT)

for _____
(Title)

In consideration of USD _____ as per final payment under the CONTRACT, the CONTRACTOR hereby unconditionally releases and forever discharges CLIENT and CLIENT premises and property from all claims, liens and obligations of every nature arising out of or in connections with performance of the CONTRACT and all amendments thereto.

The CONTRACT agrees to indemnify and hold CLIENT harmless from and against all cost, losses, damages, claims from any cause of action, judgments and expenses, including legal costs arising out of or in connections with claims against CLIENT which claims arise of the performance of the WORKS under the CONTRACT and which may be asserted by CONTRACTOR or any of its Sub-contractors or any of their representatives, officers, agents or employees.

The foregoing shall not relieve the CONTRACTOR of his obligations under the provision of the CONTRACT, which by their nature survive completion of the WORKS including, without limitation, warranties, guarantees and indemnities.

Executed this ____ day of _____ 20____.

For and on behalf of (Name of CONTRACTOR)

Signature

Name

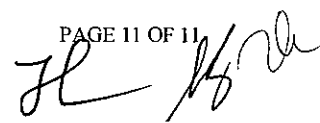


EXHIBIT III

CONTRACT PRICE SCHEDULE

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>
III-1.0	GENERAL
III-2.0	LUMP SUM COST
III-3.0	MONTHLY RATE
III-4.0	REIMBURSABLE COST

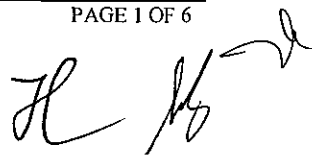


EXHIBIT III

CONTRACT PRICE SCHEDULE

III-1.0 GENERAL

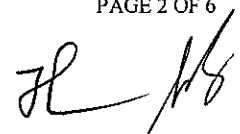
- III-1.1 The rates set forth in this **EXHIBIT III – CONTRACT PRICE SCHEDULE** shall represent full and complete compensation to CONTRACTOR **excluding** all taxes imposed by S.R. Vietnam, for providing the SERVICES required.
- III-1.2 CLIENT shall reimburse CONTRACTOR for the payment of any SERVICES not explicitly covered by this **EXHIBIT**, provided such SERVICES have been requested or approved by CLIENT in writing. All such reimbursable costs shall be supported by original invoices or other supporting documents as detailed in **EXHIBIT III-3.0**.
- III-1.3 All quoted rates shall remain firm throughout the duration of this CONTRACT.
- III-1.4 Payment terms shall be in accordance with **ARTICLE 7** of the CONTRACT FORM.
- III-1.5 CLIENT shall have the right to audit CONTRACTOR's record of payment to its personnel and CONTRACTOR shall ensure that all records relating to the personnel are maintained to facilitate easier auditing by CLIENT.

III-2.0 LUMP SUM COST (N/A)

III-3.0 MONTHLY RATE

Subject to the provision of this CONTRACT and provided that the CONTRACTOR has performed the SERVICES or any part thereof to CLIENT's satisfactory, the CLIENT agrees to compensate the CONTRACTOR the rates shown as hereunder:

Item	Personnel	Monthly Rate (VND)
A	ENGINEERING TEAM	
1.	Engineering Lead	<< to be offered >>
2.	Senior Planner	<< to be offered >>
3.	Senior Structural Engineer	<< to be offered >>



4.	Interface Lead	<< to be offered>>
5.	Senior Pipping Engineer	<< to be offered>>
6.	Senior Pipeline Engineer	<< to be offered>>
7.	Senior Document Controller	<< to be offered>>
8.	Senior Electrical Engineer	<< to be offered>>
9.	Senior Instrument Engineer	<< to be offered>>
10.	Senior Process Safety Engineer	<< to be offered>>
11.	T&I Lead	<< to be offered>>
12.	Project Secretary	<< to be offered>>
B	PROCUREMENT & SERVICE TEAM	
13.	Procurement Lead	<< to be offered>>
14.	Project Service Lead	<< to be offered>>
15.	Senior Contract Engineer	<< to be offered>>
16.	Senior Procurement Engineer	<< to be offered>>
17.	Procurement Expeditor	<< to be offered>>
C	SITE TEAM	
18.	Construction Lead	<< to be offered>>
19.	Site Construction Engineer	<< to be offered>>
20.	Safety Inspector	<< to be offered>>
21.	QA/QC Lead	<< to be offered>>
22.	QA/QC Supervisor	<< to be offered>>
23.	QA/QC Engineer	<< to be offered>>
24.	Mechanical/Piping Inspector	<< to be offered>>
25.	E&I Inspector	<< to be offered>>
26.	Painting/Coating Inspector	<< to be offered>>
27.	Material Controller	<< to be offered>>
28.	Welding/NDT Inspector	<< to be offered>>

III-3.1 Costs included in the Lump sum Monthly Rate

The Lump sum Monthly Rate shall be inclusive of the following:

- ✓ Mobilization and Demobilization costs.
- ✓ Accommodation and transportation in Ho Chi Minh City/ Helibase (by chopper) and return.

- ✓ Work permit, visa, levy, medical insurance and other payroll benefits, and CONTRACTOR's profit and overhead.

III-3.2 **Prorating the Monthly Rate**

For the purpose of prorating the monthly rate for deduction when CONTRACTOR Personnel provide SERVICES short of a full month the following formula shall be used.

CLIENT understands that the day rate to be deducted shall apply the below formula:

$$\text{Day Rate} = \frac{\text{Monthly Rate} \times 12}{365}$$

$$\text{Prorated Monthly Rate} = \text{Day rate} \times Nw$$

Where Nw = Number of working days including Saturday/ Sunday and Public Holidays.

III-3.3 **Public Holidays**

Contract Personnel shall be entitled to have day off on Public where the work is executed. Such day shall be marked as "P" and considered as paid day.

III-3.4 **Offshore Assignment**

Personnel may be required by CLIENT to work on temporary assignments offshore. Under such assignment, offshore allowance will be applied based on CLIENT's Notification Policy.

III-3.5 **Leave**

- a. No rates shall be payable when CONTRACTOR Personnel is on leave.
- b. All costs incurred by CONTRACTOR Personnel while on leave shall be borne by CONTRACTOR.

III-3.6 **Medical**

- a. All medical expenses shall be borne by CONTRACTOR.

- b. No rates shall be payable when CONTRACTOR Personnel is on medical leave.
- c. Pursuant to **EXHIBIT I-10.0**, the cost of medical facilities provided by CLIENT, if any, shall be deducted from any payment due to CONTRACTOR.

III-3.7 Accommodation and Transportation

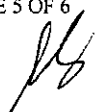
- a. CLIENT shall provide accommodation and meals for the personnel while working offshore.
- b. CLIENT shall provide transportation (available helicopter and/or vessel) to CONTRACTOR Personnel between Mustering/Embarkation Point and Work Site Offshore Vietnam.

III-3.8 Onshore Office Assignment

- a. Personnel may be required to work onshore at any of CLIENT's office on short term basis during his offshore leave.
- b. Under such circumstances, CONTRACTOR Personnel shall be compensated with the daily rate as specified in **EXHIBIT III-3.0** prorated accordingly.

III-4.0 REIMBURSABLE COST

- III-4.1 CLIENT, by its sole decision, may arrange logistics for CONTRACTOR's Personnel as well as pay directly the Business Trip Allowance for CONTRACTOR's Personnel in line with CLIENT's Policy.
- III-4.2 Payment of any SERVICES requested by CLIENT but not explicitly under this EXHIBIT, CONTRACTOR shall be reimbursed for reasonable actual cost incurred.
- III-4.3 Reimbursable Costs shall be paid for SERVICES based on the following conditions:
 - a. CLIENT's request for CONTRACTOR Personnel to perform the work.
 - b. CLIENT will only pay actual net cost incurred and any mark-up will not be considered.
 - c. The reimbursable costs shall be supported by original third-party invoices and/or other supporting documents.
 - d. CONTRACTOR shall take advantage of any discounts available and also make every effort to minimize the expenditures associated with the performance of such services.



III-4.4 Reimbursement shall be limited to actual net cost as specified below:

III-4.4.1 **Travelling Cost**

- ✓ Economy Class is based on the most direct route between the Point of Origin and the Point of Assignment or from any point of departure to the point of arrival.
- ✓ CONTRACTOR shall make every effort to take advantage of discounted Economy airfares.
- ✓ For verification purposes, CONTRACTOR shall provide a copy of the paid travel agent invoice and the used ticket.
- ✓ All other transportation costs shall be reimbursed based on equivalent taxi fare.

III-4.4.2 **Hotel/ Accommodation**

- ✓ Single Standard rate at hotels as per CLIENT's Notification Policy.
- ✓ Reimbursement shall be on the actual documented cost as per receipt or un-receipted lodging allowance based on per-diem.
- ✓ Such reimbursement shall be as per CLIENT's Notification Policy applied for the engineer.

III-4.4.3 **Meal & Misc Allowance**

- ✓ Meal & Misc Allowance shall be per-diem of as per CLIENT's Notification Policy that applied for the engineer.

III- 4.4.4 **Visa if required for oversea business trips**

- ✓ CLIENT may request CONTRACTOR to provide the visa for Contract Personnel to travel oversea on business trip, CONTRACTOR shall arrange such service without any mark up (only net invoice to be considered).

III- 4.4.5 **Offshore Allowance**

- ✓ CLIENT may request Contract Personnel to work offshore, the offshore allowance shall be paid as per CLIENT's Notification Policy.



EXHIBIT IV

BANK GUARANTEE FORMAT

(Not applicable)

(Bank Letterhead)

BANK GUARANTEE FORMAT

To : **KHANH MY PETROLEUM OPERATING BRANCH - PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LIMITED (PVEP – KHANH MY)**, a company organized and existing under the Laws of S.R Vietnam and having its registered address at the 19th Floor, Victory Tower, No. 12 Tan Trao Street, Tan My Ward, Ho Chi Minh, S.R Vietnam, (hereinafter referred to as “CLIENT”)

WHEREAS : (1) By an agreement for the

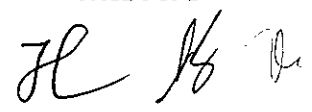
(hereinafter referred to as the "CONTRACT") between

(hereinafter called the "CONTRACTOR") of the one part and CLIENT of the other part, the CONTRACTOR agrees to perform the WORK in accordance with the CONTRACT.

(2) In response to the request made by CONTRACTOR, we (Name of Banker :) _____

(hereinafter called the "GUARANTOR") hereby irrevocably and unconditionally guarantee the sum of *three percent (3%) of the CONTRACT Value* in favour of CLIENT being the amount of financial guarantee required for the above CONTRACT. The sum shall become payable by us immediately on first demand by CLIENT without proof or conditions notwithstanding any contestation or protest by the CONTRACTOR or any other third party.

(3) The GUARANTOR shall not be discharged or released from this Guarantee by any agreement made between the CONTRACTOR and CLIENT and/or any other CONTRACTOR with or without the consent of the GUARANTOR or by any alteration in the obligations undertaken by the CONTRACTOR or by any forbearance whether as to payment, time, performances or otherwise, or



by any change in name or constitution of CLIENT or the CONTRACTOR.

- (4) This Guarantee is a continuing security and accordingly shall remain valid until ninety (90) days after the end of the duration of the CONTRACT and any extension thereto.
- (5) The GUARANTOR agrees that the Guarantee is given regardless of whether or not the sum outstanding occasioned by the loss, damages, costs, or expenses howsoever arising, incurred by CLIENT is recoverable by legal action or arbitration.
- (6) For the purpose of this GUARANTEE only, the GUARANTOR does hereby agree to be governed by the Laws of England. Any disputes relating to this GUARANTEE which cannot be settled amicably, to be resolved by a single arbitrator to be agreed by the CLIENT and GUARANTOR in accordance with the Vietnam International Arbitration Centre at the Vietnam Chamber of Commerce and Industry (VIAC)

IN WITNESS whereof this Guarantee has been duly executed by GUARANTOR the _____ day of _____ 20__ for and on behalf of (_____)

Name : (_____) (_____)

Designation : _____

Banker's Seal : _____

Address :

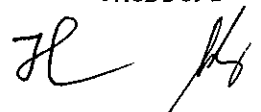


EXHIBIT V

PERFORMANCE GUARANTEE FORMAT

(Not applicable)

(Company Letterhead)

PERFORMANCE GUARANTEE FORMAT

(In Principal's Company Letterhead)

Date :.....

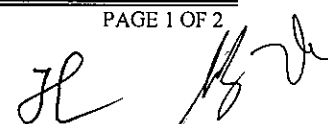
To : **KHANH MY PETROLEUM OPERATING BRANCH - PETROVIETNAM
EXPLORATION PRODUCTION CORPORATION LIMITED (PVEP –
KHANH MY)**

The 19th Floor, Victory Tower, No. 12 Tan Trao Street, Tan My Ward, Ho Chi Minh, S.R Vietnam (hereinafter referred to as "CLIENT")

Dear Sir,

PERFORMANCE GUARANTEE FOR
CONTRACT NO.:
TITLE:

1. We _____ a company duly registered under the laws of _____ with a principal business address at _____ ("the GUARANTOR") do hereby enter into the following undertaking with ("CLIENT"):
- (a) That in consideration for CLIENT entering into the CONTRACT for the _____ ("the CONTRACT") dated ____ day of _____ 20__, with _____ ("CONTRACTOR"), CONTRACTOR shall perform all his obligations contained in the CONTRACT and all Change Orders thereunder and amendments thereof which may subsequently be duly executed by CONTRACTOR.
 - (b) That, if CONTRACTOR shall in any respect fail to perform the said obligations contained in the said CONTRACT or commits any breach thereof, we shall ourselves perform or take whatever steps as may be necessary to achieve performance of obligations and we shall assume, indemnify and hold harmless CLIENT from and against any loss, damages, costs and expenses howsoever arising from the said failure or breach for which CONTRACTOR may be made liable thereunder;



- (c) That we shall not be discharged or released from our undertakings hereunder by any waiver or forbearance by CLIENT whether as to payment, time, performance, or otherwise.
2. In the event and for the duration that the GUARANTOR assumes the obligations of CONTRACTOR under the CONTRACT as provided in Paragraph 1 above, the GUARANTOR shall be entitled to all of the rights and benefits to which CONTRACTOR is entitled under the CONTRACT.
3. For the purpose of this GUARANTEE only, the GUARANTOR does hereby agree to be governed by the Laws of Vietnam. Any disputes relating to this GUARANTEE which cannot be settled amicably, to be resolved by a single arbitrator to be agreed by the CLIENT and GUARANTOR in accordance with the Ho Chi Minh Regional Centre of Arbitration.
4. This GUARANTEE shall be effective as of the _____ day of _____ 20__.

IN WITNESS WHEREOF, THE GUARANTOR has caused this GUARANTEE to be duly executed by an authorised representatives of the GUARANTOR this ___ day of _____ 20__.

GUARANTOR

for and on behalf of

Name :
Designation :
Witness :



EXHIBIT VI

HEALTH, SATETY AND ENVIRONMENT REQUIREMENT

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>
VI-1.0	SAFETY POLICY & PROGRAM
VI-2.0	ACCIDENT REPORTING & INVESTIGATION
VI-3.0	ALCOHOL/DRUG POLICY
VI-4.0	PERMIT TO WORK SYSTEM
VI-5.0	SAFETY TRAINING & SUPERVISION
VI-6.0	PERSONNEL PROTECTIVE EQUIPMENT
VI-7.0	SAFETY DRILL
VI-8.0	SAFETY MEETING
VI-9.0	MEDICAL WELFARE
VI-10.0	TOOL & EQUIPMENT
VI-11.0	HOUSEKEEPING
VI-12.0	ENVIRONMENTAL PROTECTION
VI-13.0	LAND TRANSPORTATION
VI-14.0	OFFSHORE SAFETY PASSPORT
VI-15.0	TYPICAL HAZARDS
 <u>APPENDIX</u>	
VI-1	APPROVED PERSONNEL PROTECTIVE EQUIPMENT
VI-2	TRAINING/CERTIFICATION REQUIREMENTS
VI-3	APPROVED SAFETY TRAINING INSTITUTIONS
VI-4	MONTHLY SAFETY STATISTICS REPORT
VI-5	LIST OF TYPICAL HAZARDS

EXHIBIT VI

HEALTH, SAFETY AND REQUIREMENT

This **EXHIBIT** provides a reference to requirements HSE Management System applicable to the CONTRACT. The list is by no means definitive and the CLIENT Safety Manual together with other policies, procedures and special instructions, shall also apply to this CONTRACT.

When this **EXHIBIT** and its **APPENDICES** refers to the CONTRACTOR and the CONTRACTOR's Personnel, this shall also be taken to refer to subcontractors of the CONTRACTOR and the Subcontractor's Personnel.

VI-1.0 HSE POLICY & PROGRAM

CONTRACTOR shall have in place, prior to the commencement of this CONTRACT, a written policy on Safety, Health and Environment. This policy shall be of a standard comparable to CLIENT's policy and shall be actively supported and endorsed by CONTRACTOR's Management. A copy to be submitted to CLIENT prior to the commencement of the operation.

In addition, CONTRACTOR shall also have safety targets and objectives, paying particular attention to accident prevention, written action plans clearly indicating how safety objectives shall be achieved and a system to appraise risk and problem areas to ensure that the overall safety program is being carried out and complied with.

CONTRACTOR shall submit the Monthly Safety Statistics Report as per format shown in **APPENDIX VI-2**.

VI-2.0 ACCIDENT REPORTING & INVESTIGATION

VII-2.1 Accident is defined as any unintentional or unplanned event or condition which has or could have resulted in injury to a person, loss or damage to equipment, plant or property, or pollute to environment.

VII-2.2 CLIENT requires that all accidents, no matter how trivial, must be reported to the CLIENT Representative. CONTRACTOR shall ensure that its employees are aware of this mandatory requirement.

CONTRACTOR shall be responsible to investigate, in a professional manner, all accidents that occur during the performance of the WORKS. The investigation report shall be made available to CLIENT when requested. CONTRACTOR shall also be responsible for assisting CLIENT in accident investigations, if so required.

VI-3.0 ALCOHOL/DRUG POLICY

VI-3.1 CONTRACTOR ensures that its employees, agents and subcontractors shall not perform any WORKS for CLIENT while under the influence of alcohol or any controlled substance. CONTRACTOR, its employees, agents, and subcontractors shall not misuse legitimate drugs or possess, use, distribute, or sell illicit or un-prescribed controlled substances or drugs on CLIENT business or premises. CONTRACTOR shall adopt and enforce WORKS rules and policies in order to assure compliance with these obligations.

VI-3.2 CLIENT reserves the right to conduct alcohol and/or drug tests on the CONTRACTOR employees, agents, or subcontractors while on premises owned or controlled by CLIENT's where reasonable cause exists.

CLIENT also reserves the right to conduct searches for possession of drugs and/or alcohol on the person, vehicles, and other property of CONTRACTOR, its employees, agents or subcontractors while on premises owned or controlled by CLIENT. Any person who refuses to cooperate with any such search shall be removed from the premises and not permitted to return.

VI-3.3 CONTRACTOR shall require its employees, agents and subcontractor to submit to medical evaluation or alcohol or drug testing where cause exists to suspect alcohol or drug use.

VI-3.4 CONTRACTOR warrants that any employee, agent or subcontractor who either: (1) refuses to participate in medical evaluation or alcohol or drug tests, or (2) tests positive for alcohol or a controlled substance, shall be removed from the premises and not be permitted to perform any WORKS for CLIENT.

VI-4.0 **PERMIT-TO-WORK SYSTEM**

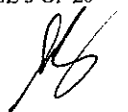
All WORKS carried out by CONTRACTOR's Personnel must be in accordance with the CONTRACTOR "Permit-To-Work System".

All Hot-Work must be carried out in strict compliance accordance with the CONTRACTOR's "Permit-To-Work System" and attention must be given to the following:

VI-4.1 Only trained, competent personnel shall be engaged for any Hot-Work.

VI-4.2 The personnel carrying out the WORKS must have a copy of the authorized Hot-Work permit displayed at the Work Site(s) or Work Area. This permit shall clearly state the nature of the WORKS to be carried out, safety precautions to be taken regarding fire equipment, personal protective equipment, etc, and necessary tests for the presence of combustible gases.

VI-4.3 The CONTRACTOR, in accordance with the "Permit-To-Work System" shall dedicate a trained firewatcher to the personnel performing the WORKS. The duties of the firewatcher are as follows (if applicable):



- a. To ensure that the Work Site(s) or Work Area and adjacent areas are maintained in a safe condition (e.g., sparks do not fall onto unprotected area).
- b. To warn the workers of any hazard developing in the Work Site(s) or Work Area.
- c. To isolate the equipment in the event of an emergency.
- d. To quickly extinguish any shouldering material which may develop into a fire.
- e. To be able to establish contact with the Control Room if an emergency occurs.
- f. To ensure that a minimum of one dry chemical fire extinguisher, one pressurized fire hose, and a fire blanket are available at the Work Site(s) or Work Area and be capable of using this equipment if required to do so.
- g. To ensure that the Work Site(s) or Work Area is clear of all flammable and combustible material prior to commencement of WORKS.

VI-5.0 SAFETY TRAINING & SUPERVISION

Prior to the commencement of the WORKS, CONTRACTOR shall at its own expense ensure that its personnel have been given the necessary basic safety, firefighting, sea- survival, and job-related training required by law and CLIENT. Certification of training shall be provided to CLIENT prior to the commencement of WORKS.

VI-6.0 PERSONAL PROTECTIVE EQUIPMENT

VI-6.1 CONTRACTOR shall at its own expense be responsible for providing its personnel with CLIENT approved Personal Protective Equipment suitable for the task being carried out.

VI-6.2 CONTRACTOR shall ensure that its personnel and/or other personnel assigned by the CONTRACTOR to the performance of the WORKS wear the following minimum Personal Protective Equipment when engaged in WORKS or when in an on-site area where such equipment is required:

- a. Coveralls,
- b. Safety footwear with steel toe cap and steel mid sole,
- c. Safety helmet, and
- d. Safety glasses.

VI-6.3 Other Personal Protective Equipment that is required, depending on the nature of the job to be carried out and the likely hazards encountered in certain WORKS environments, including:

- a. Earmuff/plugs,
- b. Gloves,
- c. Face shield/visor,
- d. Respiratory protection, and
- e. Fall protection.

VI-6.4 CONTRACTOR must ensure that the standard Personal Protection Equipment such as gloves, apron and respiratory protection equipment issued to its personnel complies with the recommendations contained in the manufacturer's "Material Safety Data Sheet" for the product.

NOTE: In some circumstances this may require the wearing of self-contained or air-line breathing apparatus and the CONTRACTOR must ensure that these employees are thoroughly familiar with all types of respiratory protection.

VI-6.5 A list of CLIENT Approved Personal Protective Equipment is contained in **APPENDIX VI-1.**

VI-7.0 **SAFETY DRILL**

VI-7.1 The CONTRACTOR shall ensure that its personnel are thoroughly familiar with all site alarms, their muster station and, where applicable, the location of their lifeboat.

VI-7.2 CONTRACTOR's Personnel should rapidly acquire a thorough knowledge of site escape routes including alternative routes if the primary route happens to be blocked.

VI-7.3 The employees, servants or agents of the CONTRACTOR when working offshore or onshore shall participate in appropriate emergency drills and emergency response training (e.g., fire, muster and boat drills, instructions in survival, lifesaving, and firefighting).

VI-8.0 **SAFETY MEETINGS**

The CONTRACTOR's Personnel shall, from time to time, be requested to attend CLIENT safety meetings. Attendance at these meetings is mandatory and does not relieve the CONTRACTOR of the obligation to hold its own safety meetings as outlined in CONTRACTOR's safety policy.

VI-9.0 **MEDICAL WELFARE**

VI-9.1 CONTRACTOR shall ensure that all its employees and Subcontractor's employees engaged in the WORKS are medically fit and healthy. Any medical disabilities, including such disabilities which CONTRACTOR may consider will not adversely influence the employee's ability to perform his role in the WORKS, shall be reported to CLIENT prior to the start of the WORKS. **CONTRACTOR, if requested by CLIENT, shall provide medical certificates for CONTRACTOR and Sub-contractor personnel.**

VI-9.2 CONTRACTOR shall, at no cost to CLIENT, be responsible for the medical welfare of its own and Subcontractor's employees and shall take care of arrangements for medical attendance, treatment or hospitalization if and when necessary and will arrange suitable insurance coverage for such contingencies. In cases of emergency, CLIENT may make or provide for, the necessary emergency arrangements, the costs of which shall be reimbursed to CLIENT by CONTRACTOR.

VI-10.0 **TOOLS & EQUIPMENT**

Equipment and tools shall only be operated by competent personnel.

CONTRACTOR shall ensure that all CONTRACTOR's machinery, equipment, facilities, and other items associated with or utilized in the WORKS are maintained in a safe, sound and proper condition, and comply with laws, regulations, and CLIENT requirement.

CONTRACTOR shall ensure that all tools and equipment and temporary facilities and other items used in the WORKS, whether purchased, rented or otherwise provided by CONTRACTOR are in a safe, sound and good condition and are capable of performing the function for which they are intended.

If any tool or item of equipment provided by CONTRACTOR is unsafe or incapable of doing the WORKS, CONTRACTOR shall repair and/or replace such defective tools and equipment used in the WORKS at CONTRACTOR's own expense.

VI-10.1 DIESEL ENGINE DRIVEN PUMPS, COMPRESSORS, WELDING SET, ETC.

VI-10.1.1 Diesel engine driven pumps, compressors, welding sets, and any other diesel engine driven equipment must be located in a safe area.

VI-10.1.2 Any such equipment must be well maintained and in good operational order and prior to use should be inspected by CLIENT Representative.

VI-10.1.3 If the equipment is to be used offshore, it shall be inspected prior to shipment to the offshore site.

VI-10.1.4 If such equipment is to be used in a hazardous area classified as a Zone 1 or 2 area, the equipment must comply fully with EEMUA 107 requirements (Recommendations For The Protection Of Diesel Engines Operating in Hazardous Areas). The said requirements were formerly contained in an Oil Companies Materials Association (OCMA) publication.

VI-10.2 ELECTRICALLY POWERED PORTABLE TOOLS AND EQUIPMENT

VI-10.2.1 Only trained and competent personnel shall use portable electrically powered tools and equipment.

VI-10.2.2 Electrically powered portable tools and equipment shall be 110 volts centre-tapped or 240 volt tools subject to the following conditions:

- a. They shall be double insulated, and
- b. The power source shall be equipped with an earth leakage circuit breaker/ ground fault interrupter (ELCB/GFI) with a trip sensitivity not exceeding ten milli-amps (10mA).

VI-10.2.3 A written procedure for checking and maintaining portable electrically powered hand tools and equipment shall be in place. Any defective electrical tool and equipment shall be immediately prohibited from further use until it has been satisfactorily repaired. Defective items which are no longer serviceable shall be removed from storage or use and scrapped. CONTRACTOR shall maintain accurate records regarding the maintenance and disposal of such equipment. The CONTRACTOR shall appoint a person(s) to be responsible for such maintenance.

VI-10.3 **HANDTOOLS**

- VI-10.3.1 CONTRACTOR shall ensure that all tools supplied are in good condition and fit for their intended use.
- VI-10.3.2 Damaged tools which are unfit for use must be removed from service immediately and if they cannot be repaired, they must be scrapped.
- VI-10.3.3 CONTRACTOR's employees must be fully instructed regarding the use of the correct tool for a particular job, (e.g. The use of a cheater bar or piece of pipe to increase the length of a pipe wrench handle is totally unacceptable. A larger pipe wrench must be used).

VI-11.0 **HOUSEKEEPING**

- VI-11.1 CONTRACTOR shall ensure that its personnel keep and maintain good housekeeping practices at the Work Site to eliminate all hazards or control hazardous conditions in order to avoid injury to workers throughout the duration of the WORKS. CONTRACTOR shall know what the hazards are and how to guard against the hazards, the kind of which shall include unsafe acts and unsafe conditions.
- VI-11.2 In order to reduce the risk of fire, waste materials and garbage shall not be allowed to accumulate and as a minimum, must be disposed of on a daily basis and in an appropriate manner.
- VI-11.3 In order to minimize site hazards (such as trips, slips, falls, etc.), access ways must be kept clear of electrical cables, wires, metal pipes, scaffold boards and other materials and equipment.
- VI-11.4 All gaps such as that caused by the removal of gratings must be adequately roped off and the grating stored so that it does not become an "obstruction and trip hazard".

VI-12.0 **ENVIRONMENTAL PROTECTION**

- VI-12.1 CONTRACTOR shall pay due regard to the environment by acting to protect air, water, animal and plant life from adverse effects of CONTRACTOR's activities, and to minimize any adverse effects which may arise from such operations in accordance with government and CLIENT environmental policies.
- VI-12.2 CONTRACTOR shall adhere to existing national statutory regulations concerning discharges resulting from the performance of the WORKS.
- VI-12.3 CONTRACTOR and its Sub-contractors shall not, under any circumstances dump, throw or dispose of any refuse, oily wastes, toxic substance, debris or garbage into the sea. CONTRACTOR shall provide containers in which all refuse is to be placed and shall dispose of such refuse in accordance with existing laws and regulations.



VI-12.4 CONTRACTOR shall ensure that its employees and its Subcontractors, and their employees are fully aware of the above and CONTRACTOR shall enforce such regulations to the satisfaction of CLIENT.

VI-13.0 **LAND TRANSPORTATION**

VI-13.1 CONTRACTOR's Personnel travelling to and from onshore work site(s) shall use proper and safe means of transport.

VI-13.2 Such transport shall comply with the Vietnamese traffic rules and regulations.

VI-13.3 Transportation of the CONTRACTOR's personnel in open trucks is prohibited unless the truck is fitted with seats and certified to carry passengers. All speed limits must be adhered to.

VI-14.0 **TYPICAL HAZARDS**

VI-14.1 CONTRACTOR is required to provide the tools and equipment as well as written procedure to ensure all hazards listed in **APPENDIX VI-3** are addressed.

VI-14.2 CONTRACTOR is required to develop an action plan (or written procedure) for each mentioned hazard (where and as and when applicable) prior to commencing the WORKS.



APPENDIX VI-1

APPROVED PERSONAL PROTECTIVE EQUIPMENT

1.0 **SAFETY SPECTACLES**

<u>BRAND</u>	<u>MODEL NO.</u>	<u>STANDARD</u>
KING OR EQUIVALENT		ANSI Z78.1

2.0 **SAFETY BOOTS**

2.1 **FOR GENERAL USE**

<u>BRAND</u>	<u>MODEL NO.</u>	<u>STANDARD</u>
REDWING OR EQUIVALENT		AS/NZS 2210.3: 2000 ASTM F2413-05 EN 345-1

2.2 **FOR CHEMICAL USE**

RUBBER BOOT - VIETNAM

3.0 **COVERALL**

FRABRIC 100% COTTON

4.0 **HAND PROTECTION**

4.1 IMPACT GLOVES

4.2 WOOL GLOVES WITH PLASTIC DOT

4.3 WELDER GLOVES

COW-HIDE, COLOR REUST, DELUXE, COTTON LINING

5.0 **HEARING PROTECTION**

5.1 EAR MUFFS MOUNTED ON SAFETY HELMETS

<u>BRAND</u>	<u>MODEL NO.</u>	<u>STANDARD</u>
3M, PROTECTOR OR EQUIVALENT	CLASS 5	ANSI S3.19-1974/CSA Z94.2

5.2 EAR PLUGS
3M OR EQUIVALENT EAR PLUGS 1110

6.0 HEAD PROTECTION

<u>BRAND</u>	<u>MODEL NO.</u>	<u>STANDARD</u>
BULLARD OR EQUIVALENT	CLASS E, TYPE I	ANSI/ISEA Z89.1-2009

7.0 EYE/FACE PROTECTION

7.1 CHEMICAL SPLASH GOGGLES

<u>BRAND</u>	<u>MODEL NO.</u>	<u>STANDARD</u>
CONDOR OR EQUIVALENT	1VT70	

7.2 FACE SHIELD

<u>BRAND</u>	<u>MODEL NO.</u>	<u>STANDARD</u>
MSA OR EQUIVALENT	488126	ANSI Z87

7.3 WELDERS GOGGLES

<u>BRAND</u>	<u>MODEL NO.</u>	<u>STANDARD</u>
GRAINGER OR EQUIVALENT	PN 1UYF9	

8.0 OTHERS

8.1 SAFETY HARNESS/LIFEBELT

<u>BRAND</u>	<u>MODEL NO.</u>	<u>STANDARD</u>
SALA OR EQUIVALENT	1107802	ANSI Z359.1 ANSI Z359.3 ANZI Z359.4

8.2 DUST MASK (DISPENSABLE)

VIETNAM

8.3 RAIN WEAR

VIETNAM

8.4 WELDERS APRON

ANSELL OR EQUIVALENT

8.5 CHEMICAL - HANDLING APRON

ANSELL OR EQUIVALENT

8.6 WORK VEST

STEARNS OR EQUIVALENT I223
(TYPE V)

US COAT GUARD
APPROVED

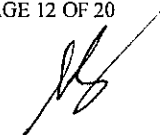


APPENDIX VI-2

APPROVED SAFETY TRAINING INSTITUTIONS

<u>No.</u>	<u>Name of Institution</u>	<u>Courses</u>
1.	Sri Bima Maritime Training Centre Miri, Sarawak	(T)-BOSIET/(T)-FOET and/or equivalent
2.	Terengganu Safety Training Centre (TSTC) Teluk Kalong Kemaman, Terengganu	(T)-BOSIET/(T)-FOET and/or equivalent
3.	Kerteh Fire Services East Coast Regional Office PETRONAS Kerteh, Terengganu	Fire Training
4.	Robert Gordon Institute of Technology (RGIT) Aberdeen, Scotland	(T)-BOSIET/(T)-FOET and/or equivalent
5.	Petroleum Training Assoc North Sea (PETANS) Lowestoft, England	(T)-BOSIET/(T)-FOET and/or equivalent
6.	Maritime Training Centre (MTC) Vlissingen, Holland	(T)-BOSIET/(T)-FOET and/or equivalent
7.	Rotterdam International Safety Centre (RISC) Holland	Fire Training
8.	Industrial Foundation for Accident Prevention Woodside Offshore Petroleum Perth, Australia	(T)-BOSIET/(T)-FOET and/or equivalent
9.	PV College Vung Tau Ward, Ho Chi Minh City, Viet Nam	(T)-BOSIET/(T)-FOET and/or equivalent
10.	PVD Training Dong Xuyen Industrial Zone, Rach Dua Ward, Ho Chi Minh City, Viet Nam	(T)-BOSIET/(T)-FOET and/or equivalent
11.	Vietsovpetro Safety and Environmental Protection Centre Rach Dua Ward, Ho Chi Minh City, Viet Nam	(T)-BOSIET/(T)-FOET and/or equivalent

NOTE: In certain cases, it may not be practical to send personnel to some of the above training establishments due to the logistical problem. However, several of the above establishments can be contracted to train CONTRACTOR's Personnel at the Work Site(s).



LIST OF APPROVED MEDICAL EXAMINERS

1. CARE1 - Executive Health Care Center & Clinic
91 Nguyen Huu Canh, Thanh My Tay Ward, HCMC, Vietnam
2. Vietsovpetro Medical Centre
No. 2 Pasteur Street, Tam Thang Ward, Ho Chi Minh City.
3. Victoria Health Care
22 Dinh Tien Hoang, Tan Dinh Ward, Ho Chi Minh City.
4. Columbia Asia Hospital – Binh Duong
22nd December Street, Thuan Giao Ward, Ho Chi Minh City.
5. Raffles Medical Vung Tau,
Room 116, Ground floor, PetroVietnam Building, 08 Hoang Dieu, Vung Tau Ward,
Ho Chi Minh City.
6. Raffles Medical Hanoi
51 Xuan Dieu Str, Tay Ho Ward, Hanoi.
7. Raffles Medical Ho Chi Minh
285B Dien Bien Phu Road, Xuan Hoa Ward, HCM City.



APPENDIX VI-3

MONTHLY SAFETY STATISTICS REPORT (NOT APPLICABLE)

TO: KHANH MY PETROLEUM OPERATING BRANCH - PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LIMITED (PVEP – KHANH MY)

The 19th Floor, Victory Tower, No. 12 Tan Trao Street, Tan My Ward, Ho Chi Minh, S.R Vietnam

ATTN : DEVELOPMENT MANAGER

MONTH : _____ CONTRACT NO. _____
 CONTRACTOR : _____ WORK AREA : _____

No.	Description	Units	Area
1	Total Man-hours worked (including contractor man-hours)	hrs	
2	Days without LTI	day	
Lost Time Injury			
3	Fatality (FT)	case	
4	Permanent Total/Partial Disability (PTPD)	case	
5	Lost Workday Case (LWDC)	case	
Non-Lost Time Injury			
6	Restricted Workday Case (RWDC)	case	
7	Medical Treatment Case (MTC)	case	
8	First Aid Case (FAC)	case	
HSE indicators			
9	Lost Time Injury Frequency (LTIF) $= (\text{total LTI cases}) \times 1,000,000 / (\text{total man-hours})$	case per 1,000,000 man-hrs worked	
10	Total Recordable Injury Frequency (TRIF) $= (\text{Total Recordable Injuries}) \times 1,000,000 / (\text{total man-hrs})$	TRI per 1,000,000 man-hrs worked	

No.	Description	Units	Area
11	Days lost for LWDC	days	
12	Severity of LWDC = $(Total\ lost\ days\ for\ LWDC) / (total\ LWDC)$	days/case	
Non-Injurious incident			
13	Fire / Explosion incident	case	
14	Property Damage incident (PD)	case	
15	Hydrocarbon Release Incident	case	
16	Chemical spill incident	case	
17	Oil Spill to environment	case	
18	Occupational Illness (OI)	case	
19	Other Non-Injurious incident (See Definition below)	case	
HSE performance efforts			
20	Near-Miss Report	ea	
21	Safety observation reports	ea	
22	Emergency Drills/Exercises	ea	
23	Permit-To-Work	ea	
24	Audits and inspections	ea	
25	Safety meetings (including tool-box talks)	ea	
26	Job risk assessments (JSA, STING, TRA...)	ea	
Environmental report			
27	Hazardous waste	Kg	
28	Non-Hazardous waste	Kg	
29	Produced water discharge	m3	

No.	Description	Units	Area
Others			
30	Cost of incidents burdened by PVEP POC	USD	
31	Shutdown (incident)	case	
32	Downtime due to HSE incident	hrs	

SIGNATURE : _____ DATE : _____

NAME : _____ DESIGNATION : _____



DEFINITION OF ACCIDENT TYPE

1. LOST TIME INJURY (LTI)

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

i) **Fatality**

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

ii) **Permanent Total Disability**

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

iii) **Permanent Partial Disability**

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

iv) **Lost Workday Case**

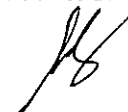
A work related injury or illness other than a Permanent Partial Disability which renders the injured person temporarily unable to perform his normal duties, on any day immediately following the day of the accident.

2. NON LOST TIME INJURY (NLTI)

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

i) **Restricted Work Case**

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



ii) **Medical Treatment Case**

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

iii) **First Aid Injury**

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

3. **FIRE/EXPLOSION**

Any event involving fire/ explosion.

4. **PROPERTY LOSS/ DAMAGE**

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

5. **OIL SPILL**

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

6. **NEAR MISS**

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

7. **STOP CARD (Safety Observation Card)**

Any Safe/Unsafe Act/Unsafe Condition that are reported on STOP Cards. Count each card as one effort

8. **OTHERS**

Any Incident/Accident is not above-mentioned

$$\text{LTI FREQUENCY RATE} = \frac{\text{No. of LTA} * 1,000,000}{\text{Man-hours Worked}}$$

$$\text{LTI SEVERITY RATE} = \frac{\text{No. of Days Lost} * 1,000,000}{\text{Man-hours Worked}}$$



APPENDIX VI-4

TYPICAL HSE HAZARD

HEALTH	SAFETY	ENVIRONMENT
<p>Hazardous Materials</p> <ul style="list-style-type: none"> • Sulphuric Acid • Caustic Soda • TENORM (Technologically Enhanced Naturally Occurring Radioactive Material) • Hydrogen Sulphide • Chlorine • Nitrogen • Solvent Fumes • Mercury <p>Asphyxiation</p> <ul style="list-style-type: none"> • Nitrogen • Oxygen Deficiency <p>Radiological</p> <ul style="list-style-type: none"> • Instrumentation • Inspection • TENORM (Technologically Enhanced Naturally Occurring Radioactive Material) <p>Lightning</p> <ul style="list-style-type: none"> • Lightning Strikes <p>Burns</p> <ul style="list-style-type: none"> • Hot & Cold Material Equipment 	<p>Fire and Explosion</p> <ul style="list-style-type: none"> • Flammability • Expansion • BLEVE (Boiling Liquid Expanding Vapour Explosion) • VCE (Vapour Cloud Explosion) <p>Flammable Properties</p> <ul style="list-style-type: none"> • Crude Oil • Hydrogen Gas • Hydrogen Sulphide • Hydrogen • Condensate <p>Ignition Sources</p> <ul style="list-style-type: none"> • Electrical • Stray Currents • Static • Lightning • Pyrophics • Smoking • Welding • Grinding/ Cutting <p>Fire Types</p> <ul style="list-style-type: none"> • Jet, Pool and Flash Fires • Lagging Fires • Smoke <p>Water</p> <ul style="list-style-type: none"> • Low Points • Draining • Hydrates • Emulsions/ Tank Layering • Dead Legs <p>Air</p> <ul style="list-style-type: none"> • Start-Up/ Shut-Down • Flare Systems 	<p>Airborne Emissions</p> <ul style="list-style-type: none"> • Vents (CO₂, CH₄) • Flares • Fugitives • General Exhaust <p>Underground Equipment Failure</p> <ul style="list-style-type: none"> • Corrosion soil • Erosion contamination <p>Jetty/ Ship Operation</p> <ul style="list-style-type: none"> • Hoses/ Boom <ul style="list-style-type: none"> • SBMs (Single Buoy Mooring) • Ballast Disposal • Spillages <p>Surface Water Run-offs</p> <ul style="list-style-type: none"> • Contamination of waterways <p>Process Effluents</p> <ul style="list-style-type: none"> • Recovered Oils/ Ballast • Produced water – barium, zinc, trace of radioactive materials • Condensate water from Slug Catchers • Surge Vessel Liquids • From Drains • Triethylene Glycol • Biocides (glutaraldehyde) • Magnesium Hydroxide



HEALTH	SAFETY	ENVIRONMENT
--------	--------	-------------

Tank Farm Hazards

- A. Floating Roofs (sinking drainage)
- B. Boil-Overs
- C. Internal Explosions

Lifting

- 1. Cranes
 - Heavy lifts
 - i) Chains
 - ii) Ropes
- D. Slings

Machinery

- 1 Guards
- 2 Protection

Security

Electricity

- E. Electrocution
- F. Overhead Lines
- G. HV systems/ arcing

Excavations

- H. Buried Facilities
- I. Collapses
- J. Gas Accumulation

Working at Height

- K. Scaffolding
- L. Ladders
- M. Fragile Roofs

Drilling Operations

- N. Blowout – Fire/ Explosion
- O. Shallow Gas Pockets/ Over Pressure
- P. Gas in Mud>Returns
- Q. Hydrogen Sulphide

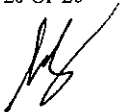


EXHIBIT VII

CONTRACTOR'S PERFORMANCE APPRAISAL

CONTRACTOR PERFORMANCE APPRAISAL

Employee Name: _____ Job Title: _____

Date of Hire: _____ Department: _____ Supervisor: _____

Annual Review 90 day Review Review Period: From: _____ To: _____

Purpose: The purpose of conducting the Performance Appraisal is to: Develop better communication between the employee and the supervisor; Improve the quality of work; Increase productivity; and Promote employee development. The supervisor should appraise the employee's overall performance primarily on whether the employee's performance produced the desired results in each of the principle accountabilities of the job during the performance periods.

Performance Rating Categories: Consider the employee's performance in each category and designate the level of performance that most accurately describes his/her job performance. Give careful consideration to each category before choosing the rating. The following is a description of each level of Performance:

5. **Outstanding** — The employee consistently exceeds all the expectations for responsibilities and objectives, skills, abilities and commitment required for the job. Possesses superior knowledge of major aspects of the total job and has had experience in each area. Demonstrated superior knowledge and ability to take initiative and improve processes and efficiency resulting in positive impact on the department or organization.
4. **Exceeds Expectations / Requirements** — The employee achieves and **frequently** exceeds expectations for responsibilities and objectives, skills, abilities and knowledge for the job. Sought to enhance or increase skills, made recommendations / offered possible solutions to improve processes.
3. **Meets Expectations / Requirements** — The employee met established expectations for responsibilities and objectives of the position. Employee demonstrates requisite skills, ability knowledge and commitment for the job.
2. **Improvement Needed** — The employee does not always meet the responsibilities and objectives of the job. Demonstrates some of the requisite skills, abilities and knowledge to do the job, but additional training and or commitment is required. Individual may still be learning the job and/or willingness to develop or improve requisite skills, knowledge maybe in question.
1. **Unsatisfactory Job Performance**— Responsibilities of the position have not been met. Employee does not demonstrate the necessary knowledge, skills, abilities and commitment required for the position.

SECTION I – Review the employee's performance by checking the most appropriate box in each category based on the time on the job. Write specific example's supporting each rating.

Job / Technical Knowledge:

Outstanding Exceeds Expectations Meets Expectations Improvement Needed
 Unsatisfactory

Possesses and demonstrates a thorough understanding and working knowledge of all phases of the job; including the various techniques and skills necessary for efficient completion of all tasks. Remains up to date on changes /trends in technical knowledge related to job. Understands the impact of his/her job function on other functions/departments and business.

Specific Examples / Comments:

JL *JK* *2*

Problem Solving and Decision Making:

- Outstanding Exceeds Expectations Meets Expectations Improvement Needed
 Unsatisfactory

Demonstrates ability to make sound and proper decisions by; defining the issue, diagnosing the problem; analyzing the cause(s) and drawing on professional expertise, internal external resources to make recommendation or solutions with minimal negative effect on departmental /company goals and employee relations. Employee demonstrates willingness to take ownership and responsibility for decisions made.

Specific Examples / Comments:

Planning and Organization:

- Outstanding Exceeds Expectations Meets Expectations Improvement Needed
 Unsatisfactory

Plans effectively to produce required volume to meet production / dept. goal utilizes appropriate resources; meets or exceeds deadlines without jeopardizing quality; seeks opportunities to increase productivity and/or eliminate waste; able to re-prioritize as required to meet new/changing demands. Carries out work assignments and tasks within budget.

Specific Examples / Comments:

Communication – Verbal and Written:

- Outstanding Exceeds Expectations Meets Expectations Improvement Needed
 Unsatisfactory

Demonstrates clear effective communication (includes; listening, nonverbal communication and language) in individual and group settings (all levels, internal and external). Keeps manager/supervisor, associates and subordinates fully informed on work/project status and problems. Provides accurate concise written communication to support scope of assignments.

Specific Examples / Comments:

JL *1/5/25*

Interpersonal Skills / Teamwork:

- Outstanding Exceeds Expectations Meets Expectations Improvement Needed
 Unsatisfactory

Demonstrates ability to establish and maintain effective relationships both internally and externally. Willing to cooperate and be flexible when working with co-workers, subordinates and management to complete job. Treats all employees and customers with dignity and respect.

Specific Examples / Comments:

Adherence to Company Policy / Safety:

- Outstanding Exceeds Expectations Meets Expectations Improvement Needed
 Unsatisfactory

Properly interprets and applies company, department and job policies and guidelines. Maintains a clean safe work area and wears appropriate PPE as required.

Specific Examples / Comments:

Self Management Skills:

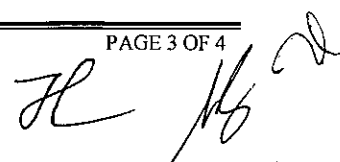
- Outstanding Exceeds Expectations Meets Expectations Improvement Needed
 Unsatisfactory

Displays confidence and remains in control when handling difficult or new situation's. Demonstrates adaptability and flexibility when handling change. Demonstrates a sense of cooperativeness by remaining open and positive when receiving direction or constructive feedback.

Specific Examples / Comments:

Section II – Results of Goals and Objectives (established at prior review)

Goal/Objective:



Result: _____

Goal/Objective: _____

Result: _____

Goal/Objective: _____

Result: _____

Section III – Accomplishments and Contributions:

Section IV – Performance Summary:

RATE OVERALL PERFORMANCE (include Managers / Supervisors Addendum if applicable)			
<input type="checkbox"/> Outstanding	<input type="checkbox"/> Exceeds Expectations	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Improvement Needed
<input type="checkbox"/>	Unsatisfactory		

Section V – Goals and Objectives (for new review period):

1. _____
2. _____
3. _____
4. _____

Employee's Comments: _____

Discussed/reviewed with employee on: _____ Follow up requested/desired: YES NO

Manager/Supervisor Signature: _____ Date: _____

Employee Signature: _____ Date: _____

EXHIBIT VIII

CONFIDENTIALITY AGREEMENT

This Agreement is made between _____ ("EMPLOYEE") and **KHANH MY PETROLEUM OPERATING BRANCH - PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LIMITED (PVEP – KHANH MY)** ("CLIENT"), on _____ 20__.

EMPLOYEE will perform services for CLIENT which may require CLIENT to disclose confidential and proprietary information ("Confidential Information") to EMPLOYEE. (Confidential Information is any information of any kind, nature, or description concerning any matters affecting or relating to Employee's services for CLIENT, the business or operations of CLIENT, and/or the products, drawings, plans, processes, or other data of CLIENT). Accordingly, to protect the CLIENT Confidential Information that will be disclosed to EMPLOYEE, the EMPLOYEE agrees as follows.

- A. EMPLOYEE will hold the Confidential Information received from CLIENT in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others.
- B. EMPLOYEE will not disclose or divulge either directly or indirectly the Confidential Information to others unless first authorized to do so in writing by CLIENT.
- C. EMPLOYEE will not reproduce the Confidential Information nor use this information commercially or for any purpose other than the performance of his/her duties for CLIENT.
- D. EMPLOYEE will, upon the request or upon termination of his/her relationship with CLIENT, deliver to CLIENT any drawings, notes, documents, equipment, and materials received from CLIENT or originating from its activities for CLIENT.
- E. CLIENT shall have the sole right to determine the treatment of any information that is part or project specific received from EMPLOYEE, including the right to keep the same as a trade secret, to use and disclose the same without prior patent applications, to file copyright registrations in its own name or to follow any other procedure as CLIENT may deem appropriate.
- F. CLIENT reserves the right to take disciplinary action, up to and including termination for violations of this agreement.

EMPLOYEE represents and warrants that it is not under any preexisting obligations inconsistent with the provisions of this Agreement.

Signing below signifies that the EMPLOYEE agrees to the terms and conditions of the agreement stated above.

CLIENT

EMPLOYEE

**For and on behalf of
KHANH MY PETROLEUM OPERATING BRANCH -
PETROVIETNAM EXPLORATION PRODUCTION
CORPORATION LIMITED (PVEP – KHANH MY)**

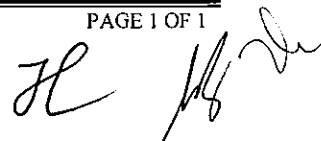


EXHIBIT IX
CHANGE ORDER

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>
IX-1.0	
IX-2.0	
IX-3.0	
IX-4.0	
 <u>APPENDIX</u>	
IX-1	SPECIMEN FORM OF CHANGE PROPOSAL
IX-2	CHANGE ORDER FORM
IX-3	APPROVING AND ISSUING OF CHANGE ORDER

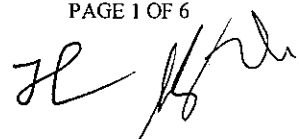


EXHIBIT IX
CHANGE ORDER

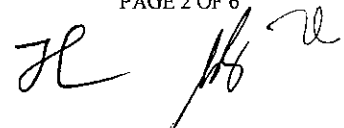
Changes to the WORKS and/or CONTRACTOR's Equipment except for CONTRACTOR's personnel as specified herein, may be required during the performance of WORKS any extension of the CONTRACT and should be handled expeditiously and effectively by the Parties hereto. Such changes may include but not be limited to additions, deletions, substitutions, alterations and modifications.

CLIENT shall have the right, at any time, to make any change but such change shall in no way affect the rights or obligations of the Parties hereto except as provided in a written Change Order. Changes shall be carried out in accordance with the provisions of the CONTRACTOR.

Except as provided below, CONTRACTOR shall not proceed with any change prior to receipt of a Change Order, unless authorized in writing by the CLIENT's Contract Administrator.

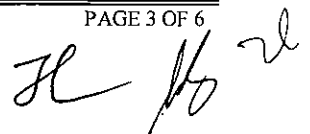
The procedure for handling and issuing Change Order(s) shall be as follows:-

- IX-1.0 Should CLIENT or CONTRACTOR desire any change, it shall advise CONTRACTOR or CLIENT respectively of said request. CONTRACTOR shall, upon request from CLIENT, provide CLIENT within three (3) days a CHANGE PROPOSAL in the form shown in **APPENDIX IX-1** defining the terms and conditions of the CHANGE PROPOSAL. The terms and conditions shall include but not be limited to price, method of payment, earliest commencement date and any other information deemed necessary.
- IX-2.0 When and if CLIENT approves the Change Proposal, CLIENT will issue to CONTRACTOR a written Change Order in duplicate originals as per **APPENDIX IX-2**. All Change Order(s) shall be numbered sequentially.
- IX-3.0 CONTRACTOR shall sign and promptly return to CLIENT both duplicate originals of the Change Order to indicate its receipt, understanding and acceptance of it. After CLIENT execution, one duplicate original will be returned to CONTRACTOR.
- IX-4.0 In cases of extreme urgency for which CONTRACTOR is unable to submit a firm proposal prior to commencement of work on the necessary change, CLIENT may issue a "Preliminary Change Order" to authorize CONTRACTOR to proceed with the change on the basis of an approximate written estimate prepared by CONTRACTOR. As soon as possible thereafter, CONTRACTOR shall submit a Change Proposal giving its firm price for the change. If the firm price quoted in



the Change Proposal is more than that quoted in the "Preliminary Change Order", CONTRACTOR shall furnish CLIENT with the reasons for the differences. Upon agreement of the Parties on the firm price, a Change Order shall be issued as outlined in **EXHIBIT IX**.

END OF EXHIBIT



APPENDIX IX-2

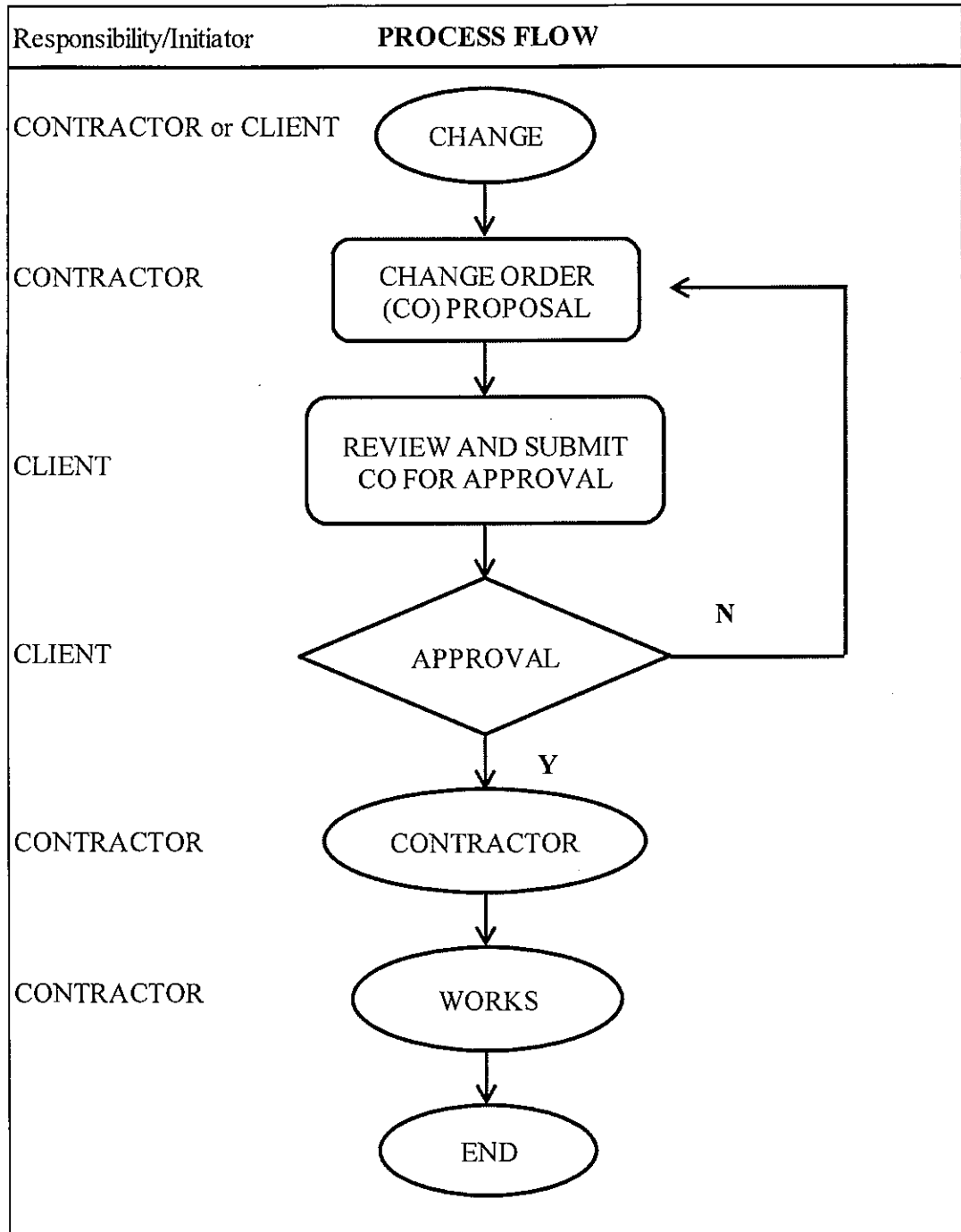
CHANGE ORDER FORM



C. O. NO. : 1
 REV. NO. : 0
 DATE : _____
 PAGE : 1 OF 1

PROJECT : PVEP-KHANH MY CONTRACT NO. : _____ CONTRACT TITLE : _____ CONTRACTOR : _____ ATTENTION : _____ SUBJECT : _____									
The following change to the CONTRACT is hereby approved in acceptance of Contractor's proposal ref. No.xxxxxxxx, dated xxxxxxxx Please sign both copies and return one(1) signed copy to PVEP-KHANH MY.									
DESCRIPTION OF CHANGE : Contract shall include additional scope for certification and classification for transportation and offshore installation of TBDP-A Jacket, Topside and Appurtenances. Terms and Conditions of Contract No.xxxxx shall be applied.									
REASONS FOR CHANGE : This scope was not included in the original scope of works.									
SPECIFICATIONS AFFECTED : <u>NO</u>									
INITIATOR OF THE CHANGE : <u>PVEP-KHANH MY/CONTRACTOR</u>									
DOCUMENTS ATTACHMENT : <input type="checkbox"/> DRAWINGS _____ <input type="checkbox"/> SPECIFICATIONS _____ <input type="checkbox"/> OTHERS _____									
EFFECT ON SCHEDULE MECHANICAL COMPLETION DATE <u>NO</u>									
EFFECT ON CONTRACT PRICE : ADDITIONAL AMOUNT OF VND xxxx (inclusive of 6% mark up and taxes). (in words: xxxxxxxx.)									
PAYMENT METHOD : * <input type="checkbox"/> INVOICE PROGRESSIVELY FOR WORK COMPLETED IN ACCORDANCE WITH THE MILESTONE <input type="checkbox"/> PAYMENT SCHEDULE ATTACHED. <input type="checkbox"/> ITEMS SEPARATELY ON INVOICE FOR PAYMENT WHEN COMPLETE. <input type="checkbox"/> THE CHANGE IS PRICED ON <table style="display: inline-table; vertical-align: top; margin-left: 20px;"> <tr> <td><input type="checkbox"/> LUMP SUM BASIS.</td> <td>_____</td> </tr> <tr> <td><input type="checkbox"/> UNIT RATE BASIS PER SCHEDULE</td> <td>_____</td> </tr> <tr> <td><input type="checkbox"/> TIME RATE BASIS PER SCHEDULE</td> <td>_____</td> </tr> <tr> <td><input type="checkbox"/> OTHERS (TO SPECIFY) :</td> <td>_____</td> </tr> </table>		<input type="checkbox"/> LUMP SUM BASIS.	_____	<input type="checkbox"/> UNIT RATE BASIS PER SCHEDULE	_____	<input type="checkbox"/> TIME RATE BASIS PER SCHEDULE	_____	<input type="checkbox"/> OTHERS (TO SPECIFY) :	_____
<input type="checkbox"/> LUMP SUM BASIS.	_____								
<input type="checkbox"/> UNIT RATE BASIS PER SCHEDULE	_____								
<input type="checkbox"/> TIME RATE BASIS PER SCHEDULE	_____								
<input type="checkbox"/> OTHERS (TO SPECIFY) :	_____								
SUPPORTING DOCUMENT : <input type="checkbox"/> COST ESTIMATE <input type="checkbox"/> MILESTONE PAYMENT AND WORK SCHEDULES <input type="checkbox"/> OTHERS (SPECIFIC INSTRUCTIONS SUCH AS MANNING, EQUIPMENT,) QUOTATION, PURCHASE ORDER ETC.) _____									
Issued by : For and on behalf of PVEP-KHANH MY Accepted by : For and on behalf of CONTRACTOR									
NAME: _____ DESIGNATION: DIRECTOR DATE: _____	NAME: _____ DESIGNATION: DIRECTOR DATE: _____								
* TICK WHERE APPLICABLE									

APPENDIX IX-3
APPROVING AND ISSUING OF CHANGE ORDER



NOTE:

If revised Change Order value is more than estimated value, CONTRACTOR to provide justifications for differences.