



**DOMESTIC PETROLEUM OPERATING BRANCH - PETROVIETNAM
EXPLORATION PRODUCTION CORPORATION LIMITED**

Head Office: 15th Floor, Victory Tower, 12 Tan
Trao Str., Tan My Ward, Ho Chi Minh City,
S.R. Vietnam.

Tel: (84-28) 3776 2222
Fax: (84-28) 3872 1079/3872 1088
Email: pvep.poc@pvep.com.vn

Ho Chi Minh City, date: 29th Sep, 2025

INVITATION TO BID

**TENDER TITLE: PROVISION OF SUPPLY VESSEL(S) SERVICES TO SUPPORT
FOR DRILLING & COMPLETION PROGRAM FOR DAI HUNG
NAM FIELD DEVELOPMENT, BLOCK 05-1(a), OFFSHORE
VIETNAM**

TENDER No.: PVEPPOC-DRL-2025-034

If you have not received the full text of this letter, please call (84-8) 3776 2222

Dear Sir/Madam,

DOMESTIC PETROLEUM OPERATING BRANCH - PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LIMITED (hereinafter referred to as "CLIENT") hereby solicits a competitive proposal for the Provision of Supply Vessel(s) Services to Support for Drilling & Completion Program for Dai Hung Nam Field Development, Block 05-1(a), Offshore Vietnam (Hereinafter referred to as "WORKS").

CLIENT hereby invites BIDDER to submit its Bid Proposal for the WORKS in accordance with this Invitation To Bid and the Instructions To Bid. BIDDER shall be binding to enter into a Contract agreement with CLIENT if the Contract is awarded to BIDDER in accordance with the Terms & Conditions shall be mutually agreed during bidding process.

BIDDER's Bid Proposal must be received by CLIENT not later than Bid Closing Date specified on the website "muasamcong.mpi.gov.vn" at the CLIENT's address.

BIDDER's Bid Proposal shall be binding for a period of two hundred and ten (210) calendar days from Bid Closing Date. Any changes in associated with BIDDER's Bid Proposal after Bid Closing Date shall not be allowed and may result in BIDDER's Proposal being disqualified.

Any Tender clarification(s) must be made in writing to the undersigned. Unofficial visits and or discussions with CLIENT shall not be allowed throughout the bidding progress.

Bidder is strictly requested NOT to disclose the attached ITB to any third party. In the event that BIDDER declines to Bid, please delete them, and in all such cases this shall be done not later than the bid closing date.

Please download soft DOCUMENT and follow any update on <https://muasamcong.mpi.gov.vn/> (or email to tuantl@pvep.com.vn).

Yours faithfully,
For and On Behalf of CLIENT

LE DUC TUE
Director



INVITATION TO BID (“ITB”)

INVITATION TO BID No.: PVEP POC-DRL-2025-034

PROVISION OF SUPPLY VESSEL(S) SERVICES TO
SUPPORT FOR DRILLING & COMPLETION PROGRAM
FOR DAI HUNG NAM FIELD DEVELOPMENT, BLOCK
05-1(a), OFFSHORE VIETNAM

CLOSING TIME & DATE

@ 10:00 HOURS, November 28, 2025 (GMT+7)

GENERAL TABLE OF CONTENTS

INVITATION TO BID (ITB)

PART I - ITB INSTRUCTIONS

1. INSTRUCTIONS AND INFORMATION TO BIDDER
2. BIDDER'S QUESTIONNAIRE
3. BIDDING FORMS
4. PRELIMINARY AND TECHNICAL EVALUATION CRITERIA

PART II – CONTRACT DOCUMENT

1. CONTRACT FORM
2. EXHIBITS

EXHIBIT I	SPECIAL PROVISIONS AND SCOPE OF WORKS
EXHIBIT II	EQUIPMENT SPECIFICATIONS
EXHIBIT III	SUMMARY OF RESPONSIBILITIES
EXHIBIT IV	CONTRACT PRICE AND PRICE LIST
EXHIBIT V	CONTRACTOR'S PERSONNEL
EXHIBIT VI	HEALTH, SATETY AND ENVIRONMENT REQUIREMENT
EXHIBIT VII	BANK GUARANTEE FORMAT
EXHIBIT VIII	PERFORMANCE GUARANTEE FORMAT
EXHIBIT IX	CHANGE ORDER PROCEDURES
EXHIBIT X	INVOICING PROCEDURES AND ADMINISTRATION GUIDELINES



PART I : ITB INSTRUCTIONS

Handwritten initials

1. INSTRUCTIONS AND INFORMATION TO BIDDER



INSTRUCTIONS AND INFORMATION TO BIDDER

1.0 GENERAL

- 1.1 Domestic Petroleum Operating Branch - Petrovietnam Exploration Production Corporation Limited (hereinafter referred to as "CLIENT") invites BIDDER to submit proposal for Provision of Supply Vessel(s) Services to Support for Drilling & Completion Program for Dai Hung Nam Field Development, Block 05-1(a), Offshore Vietnam (hereinafter referred to as "WORKS") under Tender No. PVEP POC-DRL-2025-034 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;
- There is no decision by a competent authorities 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.
- 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.

- 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

INSTRUCTIONS AND INFORMATION TO BIDDER

BIDDER'S QUESTIONNAIRE

BIDDING FORMS

PRELIMINARY AND TECHNICAL EVALUATION CRITERIA

PART II – CONTRACT DOCUMENT

CONTRACT FORM

EXHIBITS:

EXHIBIT I	SPECIAL PROVISIONS AND SCOPE OF WORKS
EXHIBIT II	SUPPLY VESSEL(S) TECHNICAL SPECIFICATION
EXHIBIT III	PRE-CHARTER SHIP-SURVEY REQUIREMENTS AND PERFORMANCE TEST
EXHIBIT IV	CHARTER RATES AND CATERING RATES
EXHIBIT V	CONTRACTOR'S MINIMUM PERSONNEL REQUIREMENT AND BASE COST
EXHIBIT VI	HEALTH, SAFETY AND ENVIRONMENT REQUIREMENT
EXHIBIT VII	BANK GUARANTEE FORMAT
EXHIBIT VIII	PERFORMANCE GUARANTEE FORMAT
EXHIBIT IX	CHANGE ORDER PROCEDURES
EXHIBIT X	INVOICING PROCEDURES AND ADMINISTRATION GUIDELINES

- 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 alternatives (**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 Joint or Consortium bids may be rejected. Principal submitting proposal through more than one (1) BIDDER shall be disqualified.

- 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 duly 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 two hundred and ten (210) days **from the Bid Closing Date**. BIDDER may assume that the award for CONTRACT will be made within 210 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 fifty (150) calendar days (if any) without any BIDDER's exception.

- 1.13 BIDDER is requested to use the term "CONTRACTOR" 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 seven (7) days from the bid issue date if any

[Handwritten signature]
[Handwritten mark]

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 three (3) 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

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 – SPECIAL PROVISIONS AND 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 Proposal 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.
- 5.4.4 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 submitted together with the Technical and Unpriced Package.

7.0 BID BOND

- 7.1 When participating to the Tender, BIDDER shall, at its own expense, furnish 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 5,676,720,000 VND (In words: Vietnamese Dong) or 218,000 USD (In word: dollar) and shall be valid for 240 calendar days from the Bid Closing Date. The Original Bid Bond shall be attached in

the Bid Proposal (*the amount of Bid Bond as required in website "muasamcong.mpi.gov.vn"*).

- 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 will be returned to the unsuccessful BIDDER within thirty (30) days from the date of announcement of the Bid results. For the successful BIDDER, the Bid Bond will be returned when the successful BIDDER provides the Bank Guarantee.
- 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

- 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 VII 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 VIII, 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 to submit the proposal in two (2) separate sealed packages, as follows:

- a) Technical and Unpriced Package (Technical)
- b) Priced Package (Commercial)

9.3 CONTENTS OF TECHNICAL AND UNPRICED PACKAGE (TECHNICAL)
Unpriced package shall include but not limited to the following:

SECTION	CONTENT
Section 1	<p>PROPOSAL LETTER</p> <p>The Proposal Letter shall be prepared and fully filled by BIDDER as set out in BIDDING FORMS and must be signed by the authorized representative of BIDDER (the representative at law of the BIDDER or the authorized person with legal Power of Attorney). In case of authorization, BIDDER shall enclose the following instruments and documents to prove the legitimacy of the authorized person:</p> <p>a. In case of independent BIDDER:</p> <p style="padding-left: 40px;">Power of Attorney signed by the Representative at law of BIDDER authorizing the authorized person to sign the Proposal Letter;</p> <p>b. In case of Consortium:</p> <p style="padding-left: 40px;">Proposal Letter shall be signed by the Representative at law of each Consortium Partner, unless the Consortium Agreement stated that the Consortium Partners have authorized the representative at law of Leading Partner of the Consortium to sign Proposal Letter. If each Consortium Partner has authorized such Representative, the same requirements as independent BIDDER shall be applied.</p>
Section 2	<p>BIDDER'S ELIGIBILITY, EXPERIENCES & CAPACITY AND BID BOND</p> <p>BIDDER shall provide the following documents proving BIDDER's eligibility, experiences, and capacity:</p> <ol style="list-style-type: none"> 1. The Documents as required in Item 1.3; 2. BIDDER is requested to submit a completed BIDDER's

SECTION	CONTENT
	<p>QUESTIONNAIRE, including but not limitation to the following documents:</p> <ul style="list-style-type: none"> (i) BIDDER's Organization (ii) BIDDER's Experience; (ii) Company Profile; and (iii) Last three (03) Year Financial Statement. <p>3. Original Bid Bond</p>
Section 3	<p>TECHNICAL PROPOSAL</p> <p>BIDDER shall provide the following documents to prove the suitability (compliance) of WORKS:</p> <ul style="list-style-type: none"> 1. BIDDER is to provide (i) the detailed description of the working procedures, BIDDER's capability of the WORKS proposed and (ii) the relevant guidelines, drawings, certificates, records to provide the Scope of Works as specified in EXHIBIT I – SPECIAL PROVISIONS AND SCOPE OF WORKS; 2. BIDDER is to fill the information for the following Exhibits in the Contract form 3. Curriculum Vitae (CV) of Proposed Manpower as set out in BIDDING FORMS;
Section 4	<p>HSE & QUALITY REQUIREMENTS</p> <p>BIDDER is also required to submit the following documents where applicable:</p> <ul style="list-style-type: none"> a. HSE Management System b. Evidences of BIDDER's compliance to all CLIENT's HSE requirements of EXHIBIT VI c. HSE Plan for year 2025 d. HSE KPI records for the last three (03) years;
Section 5	<p>BIDDER'S UNPRICED EXCEPTIONS AND ALTERNATIVES</p> <ul style="list-style-type: none"> a. If BIDDER has no exception and alternative proposal, BIDDER shall have the following statements prominently displayed in capital letters under this section: "THIS PROPOSAL COMPLIES WITH ALL TERMS AND CONDITIONS OF THIS CONTRACT, EXHIBITS AND REQUIREMENTS IN THIS ITB" or b. If BIDDER has alternative proposal on this bid documents, BIDDER shall display the following statement in capital letters under this section: "THIS PROPOSAL INCLUDES EXCEPTIONS AND ALTERNATIVES WHICH ARE LISTED ON THE FOLLOWING PAGES." c. BIDDER shall present a complete and detailed listing of non-compliance to the ITB in total indicating the delivery impact only, if any, but without indicating the cost impact. The format

SECTION	CONTENT
	of presentation shall be as per the attached BIDDER's EXCEPTION TO TERMS AND CONDITIONS and BIDDER's EXCEPTION TO EXHIBITS as set out in BIDDING FORMS.
Section 6	UNPRICED PROPOSAL FORM

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:

SECTION	CONTENT
Section 1	PROPOSAL LETTER To be attached a similar letter as in Section 1.
Section 2	BIDDER is requested to submit the following with prices & schedule attached PRICE COMMERCIAL FORM as per EXHIBIT IV – SCHEDULE OF COMPENSATION
Section 3	BIDDER's PRICED EXCEPTIONS AND ALTERNATIVES. a. If BIDDER has no exception and alternative proposal, BIDDER shall have the following statements prominently displayed in capital letters under this section: "THIS PROPOSAL COMPLIES WITH ALL TERMS AND CONDITIONS OF THIS CONTRACT, EXHIBITS AND REQUIREMENTS IN THIS ITB" or b. If BIDDER has alternative proposal on this bid documents, BIDDER shall display the following statement in capital letters under this section: "THIS PROPOSAL INCLUDES EXCEPTIONS AND ALTERNATIVES WHICH ARE LISTED ON THE FOLLOWING PAGES." BIDDER shall present a complete and detailed listing of non-compliance to the ITB in total indicating the delivery impact and cost impact, if any. The format of presentation shall be as per the attached BIDDER's EXCEPTION TO TERMS AND CONDITIONS and BIDDER's EXCEPTION TO EXHIBITS as set out in BIDDING FORMS.

10.0 SUBMISSION OF PROPOSAL

10.1 Each Technical and Unpriced Package (Technical) and Priced Package (Commercial) shall consist of:

- a) **One (1) original set (incl. Hard Copy and soft copy in USB)** of each package wrapped separately from the other copies and clearly marked with the word "**ORIGINAL UNPRICED**" or "**ORIGINAL PRICED**" on the cover of the respective wrapping.
- b) **One (1) copy** each of the Technical and Unpriced Package (Technical) and Priced Package (Commercial). The copies shall be wrapped separately (01

Unpriced and 01 Priced) and marked with the word "**COPY UNPRICED PACKAGE**" or "**COPY PRICED PACKAGE**" on the covers of the packages.

- c) 01 native copy containing Technical and Unpriced Package (Technical) and 01 native copy containing Priced Package (Commercial) with label having BIDDER name, Tender title and number. The native copy shall be wrapped and sealed separately and marked with the word "**UNPRICED PACKAGE**" or "**PRICED PACKAGE**" on the covers of the packages. The soft Proposal documents shall be in native file format (Microsoft Word® and Microsoft Excel®) and storage in USB 2.0.

In the event of discrepancy between the original set and the copies, the original set shall prevail.

- 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 PACKAGE" or "PRICED PACKAGE".
(d) "PRIVATE AND CONFIDENTIAL"

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

**DOMESTIC PETROLEUM OPERATING BRANCH - PETROVIETNAM
EXPLORATION PRODUCTION CORPORATION LIMITED**

15th Floor, Victory Tower

12 Tan Trao Street, Tan My Ward

Ho Chi Minh City, S.R Vietnam

Tel: (84-28) 3776 2222

Fax : (84-28) 3872 1079/3872 1088

Attention : **Manager, Planning & Procurement Management Department**

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:

**DOMESTIC PETROLEUM OPERATING BRANCH - PETROVIETNAM
EXPLORATION PRODUCTION CORPORATION LIMITED**

15th Floor, Victory Tower

12 Tan Trao Street, Tan My Ward

Ho Chi Minh City, S.R Vietnam

Tel: (84-28) 3776 2222

Fax : (84-28) 3872 1079/3872 1088

Attention : **Manager, Planning & Procurement Management Department**

- 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 **the Bid Closing Date specified on the website “muasamcong.mpi.gov.vn” for this ITB, 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 SUPPLY VESSEL(S) SERVICES TO SUPPORT FOR DRILLING &
COMPLETION PROGRAM FOR DAI HUNG NAM FIELD DEVELOPMENT,
BLOCK 05-1(a), OFFSHORE VIETNAM
TENDER NO.: PVEP POC-DRL-2025-034

- 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. Award strategy: Split award by Vessel class.
- 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.
- 11.5 Contract award/ Contract execution (if any) shall be subject to Authorities’ approval for annual Work program and budget.

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.

END OF SECTION



2. BIDDER'S QUESTIONNAIRE



(This form MUST be completely filled by BIDDER. Write 'NIL' or 'NOT APPLICABLE' where appropriate)

PRIVATE & CONFIDENTIAL

1. Full Name of BIDDER: _____
 Registered Address: _____
 Business Address: _____
 Correspondence Address: _____
 Telephone: _____
 Fax: _____

2. BIDDER's Organization:
 BIDDER is requested to provide a brief description of the background and organization of BIDDER.

3. List of similar Projects and Contract performed in the last three years:

Name of Project:.....	Approx. Value of Contract (in current US\$/VND):.....
Country:..... Location within country:.....	Duration of Project (months):.....
Name of Client:.....	Total N ^o of staff-months provided to the Project:.....
Address:.....	Start Date (month/year):..... Completion Date (month/year):.....
Narrative description of Project:.....	Description of actual services provided by BIDDER's staff within Project:.....
Name of senior professional staff of BIDDER involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):.....	

Note: BIDDER shall attach a copy of documents, materials related to above contracts (certified by the Project Owner for the contract being implemented according to the related information in above table).

4. Summary of Financial Data for the fiscal years

Unit: (VND/ USD)

No.	Descriptions	YYYY-2	YYYY-1	YYYY
1	Total assets			
2	Total liabilities			
3	Current assets			
4	Current liabilities			
5	Turnover			
6	Profit Before Tax			
7	Profit after Tax			
8	Other items (if required)			

For the purpose of verification of the data declared, BIDDER is required to submit the notarized/certified true copy of the following documents:

1. Audited Financial Statements or Financial Statements certified by competent authorities as required by the law for the Year YYYY-2, YYYY-1, YYYY;
2. Annual Tax Statements as required by the law on taxation (Tax authorities to certify that the Bidder has submitted its tax statements) for the Year YYYY-2, YYYY-1, YYYY;
3. Report on Checking of Bidder's Tax Statements (if any) for the Year YYYY-2, YYYY-1, YYYY.

Information provided by:

Name: _____

Signature: _____

Designation: _____

Date: _____

Company: _____

Handwritten initials/signature

3. BIDDING FORMS

TENDER ACKNOWLEDGMENT LETTER

Letterhead of Bidder

Date:

To: **DOMESTIC PETROLEUM OPERATING BRANCH - PETROVIETNAM
EXPLORATION PRODUCTION CORPORATION LIMITED**

Attn: Director

Subject: **TENDER FOR PROVISION**
TENDER No. PVEPPOC-DRL-2025-034

Dear Sir,

- We acknowledge receipt of the subject Invitation to Bid (“ITB”).
- We have received all documents without damage and in usable condition.
- We have read the Instructions to Bidders and will submit a bid in accordance with the Tender requirements.
- 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.

OR

- We do not wish to bid and therefore we are returning this Tender in its entirety with this Tender Acknowledgement Letter.

All future communications in respect of this ITB should be addressed as follows:

Bidder’s

Name: _____ Telephone: _____
Attention: _____ Fax: _____
Address: _____ Email: _____
Signed: _____

Signature: _____ Date: _____
Printed
Name: _____
Title: _____

PROPOSAL LETTER FORM

Letterhead of BIDDER

Date:

To **DOMESTIC PETROLEUM OPERATING BRANCH - PETROVIETNAM
EXPLORATION PRODUCTION CORPORATION LIMITED**

Attn: Director

Subject: TENDER FOR PROVISION
TENDER No. PVEPPOC-DRL-2025-034

Dear Sir

We, the undersigned, certify that we have read and understood the subject Invitation to Bid and all documents forming the Bid Document.

We acknowledge that we have thoroughly investigated, or have had the opportunity to do so, and satisfied ourselves as to all conditions affecting the WORKS and all necessary information as to risk contingencies and all circumstances influencing and affecting this Bid Document.

We offer to provide the WORKS as detailed in the Bid Package for the prices stated in our Proposal attached hereto. This offer is valid until 210 days from the date fixed for submitting same and shall be binding upon us and may be accepted at any time before the aforesaid date.

If our proposal is accepted, we undertake that, unless and until a formal CONTRACT is prepared and executed, this Bid Proposal, together with your written acceptance shall constitute a binding contract between us.

Yours faithfully

Correspondence from CLIENT should be
addressed to:

Signature :
Printed Name :
Position :
Company:
Date :

Address :
Attn :
Telephone :
Telex :
Fax:



POWER OF ATTORNEY FORM

Letterhead of BIDDER

Date:

To **DOMESTIC PETROLEUM OPERATING BRANCH - PETROVIETNAM
EXPLORATION PRODUCTION CORPORATION LIMITED**

Attn: **DIRECTOR**

Subject: **TENDER FOR PROVISION**
 TENDER No. PVEPPOC-DRL-2025-034

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 **Provision of** under the TENDER No. **PVEPPOC-DRL-2025-034**

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:

CONSORTIUM AGREEMENT FORM

_____, Date: _____

TENDER:

TENDER No. PVEPPOC-DRL-2025-034

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 Tender No. PVEPPOC-DRL-2025-034 for Provision of (hereinafter referred to as "TENDER") to DOMESTIC PETROLEUM OPERATING BRANCH - PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LIMITED (hereinafter referred to as "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;
 - 1.5. Signing Contract with CLIENT if we are selected
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;
 - 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]

BID BOND FORM

Letterhead OF BANK

BID BOND TO ITB No. PVEPPOC-DRL-2025-034

Date: _____

To: **DOMESTIC 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 Provision of

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 of00 USD (*In words:*) orVND (*in words:*).

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⁾.

This Bid Bond is valid for 240 days from the bid closing date. Any claim of CLIENTY related to this Bid Bond shall be received by [*name of the BANK*] before expiry of above mentioned validity period.

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".*

CURRICULUM VITAE (CV) FOR PROPOSED MANPOWER

(Contractors may submit their CV in PDF format on a USB drive, but must clearly indicate that the CV is included on the USB)

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 style="text-align: center;"><i>[List all tasks to be performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><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. IT IS IMPORTANT that the staff should list <u>ALL</u> such relevant assignments.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>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.

Date: _____

[Signature of staff member or authorized representative of the staff]

Day/Month/Year

Full name of authorized representative: _____

UNPRICED PROPOSAL FORM

SCOPE OF WORKS/ SUPPLY

No	Descriptions	UOM	QUANTITY	BIDDER PROPOSAL
1	As per Exhibit I: Special Provisions and Scope of Works	Bidder to note "Quoted" or "No Quote"
2	
3				
4				
5				

Note:

- *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.*
- *Failure to submit this form in accordance with the ITB's requirements may result in the Bidder's proposal being disqualified.*



BIDDER'S EXCEPTIONS TO TERMS AND CONDITIONS

ARTICLE NO.	EXACT NEW WORDING PROPOSED BY BIDDER	REASON (S) FOR EXCEPTION	ADDITION (+) OR REDUCTION (-) IN BID PRICE IF EXCEPTION IS ACCEPTED BY CLIENT	EFFECT ON DELIVERY DATE

BIDDER'S EXCEPTIONS TO EXHIBITS

EXHIBIT NO.	EXACT NEW WORDING PROPOSED BY BIDDER	REASON (S) FOR EXCEPTION	ADDITION (+) OR REDUCTION (-) IN BID PRICE IF EXCEPTION IS ACCEPTED BY CLIENT	EFFECT ON DELIVERY DATE

ANNEX I - DETAILED PRELIMINARY AND TECHNICAL EVALUATION CRITERIA

1. PRELIMINARY CRITERIA

The Preliminary Criteria is defined as "MUST" Criteria. Therefore, Non-compliance / deviations / exceptions to any of these criteria will cause the Bid disqualified without clarification. Bidders will be requested to comply with the requirements.

The Bids shall be evaluated with the following Essential Criteria:

No.	Criteria	BIDDERS		
		A	B	C
1	Place and time of Bid submission			
2	Original Proposal Letter			
3	Eligibility of Bidder			
4	Eligibility of Consortium agreements (if any) (pursuant to Article 1.3.b, Section 1 - Instructions to Bidder)			
5	Original Bid Proposal			
6	Validity of Bid Proposal			
7	Original Bid Bond			
8	Financial Capacity (detail in Table 1-A)			
	Final Essential Assessment			

Table 1-A: Financial Capacity

Financial Year End Currency	Requirement (%) in at least one of the last three years	YYYY-2 (%)	YYYY-1 (%)	YYYY (%)
1. Current Ratio	> 100			
2. Net profit margin (%)	> 0			
3. Revenue	> 0			

Note: These above requirements are evaluated according to "Qualified" or "Disqualified" result.

- "Qualified": meet all requirements;
- "Disqualified": not meet any of these above requirements;
- YYYY: Last year.

2. TECHNICAL EVALUATION CRITERIA

Technical Evaluation Criteria is attached herewith

04. PRELIMINARY AND TECHNICAL EVALUATION CRITERIA

DETAILED PRELIMINARY AND TECHNICAL EVALUATION CRITERIA

1. PRELIMINARY CRITERIA

The Preliminary Criteria is defined as "MUST" Criteria. Therefore, Non-compliance / deviations / exceptions to any of these criteria will cause the Bid disqualified without clarification. Bidders will be requested to comply with the requirements.

The Bids shall be evaluated with the following Essential Criteria

No.	Criteria	BIDDERS		
		A	B	C
1	Place and time of Bid submission			
2	Original Proposal Letter			
3	Eligibility of Bidder			
4	Eligibility of Consortium agreements (if any) (pursuant to Article 1.3.b, Section 1 - Instructions to Bidder)			
5	Original Bid Proposal			
6	Validity of Bid Proposal			
7	Original Bid Bond			
8	Financial Capacity (detail in Table 1-A)			
	Final Essential Assessment			

Table 1-A: Financial Capacity

Financial Year End Currency	Requirement (%) in at least one of the last three years	YYYY-2 (%)	YYYY-1 (%)	YYYY (%)
1. Current Ratio	> 100			
2. Net profit margin (%)	> 0			
3. Revenue	> 0			

Note: These above requirements are evaluated according to "Qualified" or "Disqualified" result.

- "Qualified": meet all requirements;
- "Disqualified": not meet any of these above requirements;
- YYYY: Last year.

2. TECHNICAL EVALUATION CRITERIA

Technical Evaluation Criteria is attached herewith

TECHNICAL EVALUATION CRITERIA FOR PROVISION OF SUPPLY VESSEL(S) SERVICES TO SUPPORT FOR DRILLING & COMPLETION PROGRAM FOR DAI HUNG NAM FIELD DEVELOPMENT, BLOCK 05-1(a), OFFSHORE VIETNAM

ITEM	DESCRIPTIONS	CLIENT'S MINIMUM REQUIREMENTS	EVALUATION CATEGORY	CRITERIA		
				GREEN	YELLOW	RED
I	BIDDER'S CAPABILITY AND EXPERIENCES					
1	Bidder's experience in providing the services	Experience with providing similar services	Minor	Experience with providing similar services to operators in Vietnam	No experience in Vietnam but provides similar services in Asia region	No experience in Vietnam or Asia region
II	DELIVERY TIME & KEY PERSONNEL	In comply with ITB requirement				
2.1	Availability	Early Oct 2026	Major	Not meet	N/A	Meet all
2.2	Personnel Offshore Experience	In comply with ITB requirement	Major	Not meet	N/A	Meet all
III	TECHNICAL REQUIREMENTS	In comply with ITB requirement	Major	Not meet	N/A	Meet all
IV	HSE	In comply with ITB requirement	Minor			
VI	RESULT					

NOTES:

All "Major" items are evaluated as "GREEN", and all "Minor" items are evaluated as "GREEN" or "YELLOW"	QUALIFIED
Any "Major" or "Minor" item is evaluated as "RED"	DISQUALIFIED

TECHNICAL HSE EVALUATION FOR SUPPLY VESSELL - DRILLING CAMPAIGN 2026

No.	Description	CLIENT's Requirements	Evaluation Category	BIDDER'S Proposal	Criteria		
					GREEN	YELLOW	
V	HSE		Minor				
5.1	SAFETY POLICY & PROGRAM	1. Have a written policy on Safety, Health and Environment 2. Bidders have a HSE Policy a standard comparable to CLIENT's policy and shall be actively supported and endorsed by CONTRACTOR's Management ; 3. Bidder have to prepare safety targets and objectives, paying particular attention to accident prevention for this campaig			Meet all requirement	Meet requirement 1&3	
5.2	ACCIDENT REPORTING & INVESTIGATION	1. Have accident investigation Procedures comply with Vietnamese Laws.			Meet all requirement		
5.3	ALCOHOL/DRUG POLICY	1. Have Alcohol/Drug Policy/Procedure			Meet all requirement		
5.4	PERMIT TO WORK SYSTEM	1. Have Permit to Work System 2. The Bidder have trained, competent personnel shall be engaged for any Permit to work			Meet all requirement		
5.5	SAFETY TRAINING & SUPERVISION	1. Bidders shall ensure that its personnel have been given the necessary basic safety, fire-fighting, sea-survival, and job related training required by law and CLIENT as outlined in APPENDIX VI-2. 2. Training shall be carried out at training establishments approved by CLIENT as listed in APPENDIX VI-3			Meet all requirement		
5.6	PERSONNEL PROTECTIVE EQUIPMENT	1. Bidders shall be responsible for providing its personnel with CLIENT approved Personal Protective Equipment suitable for the task being carried out. 2. CLIENT approved Personal Protective Equipment suitable will be mentioned in APPENDIX VI-1			Meet all requirement		
5.7	SAFETY DRILL	1. The bidders Personnel when working offshore or onshore shall participate in appropriate emergency drills			Meet all requirement		
5.8	SAFETY MEETING	1. Have HSE meeting Policy/Procedure			Meet all requirement		
5.9	MEDICAL WELFARE	1. The Bidders shall ensure that all its employees and Subcontractor's employees engaged in the WORKS are medically fit and healthy certificates with the result is "Fit to work offshore".			Meet all requirement		
5.10	TOOL & EQUIPMENT						

TECHNICAL HSE EVALUATION FOR SUPPLY VESSELL - DRILLING CAMPAIGN 2026

No.	Description	CLIENT's Requirements	Evaluation Category	BIDDER'S Proposal	Criteria		
					GREEN	YELLOW	RED
		1. The Bidders shall have Maintain and Use procedures for Equipment and tools. 2. Tool & equipment have certificate in valid date.			Meet all requirement		
5.11	HOUSEKEEPING				Meet all requirement		
		1.The Bidders shall have housekeeping procedures/Policy					
5.12	ENVIRONMENTAL PROTECTION						
		1.The Bidders have enviroment protection procedure/policy			Meet all requirement	Meet requirement 1	
		2.The Bidders shall ensure that its employees and its Subcontractors, and their employees are fully aware of the environmental protection					
5.13	LAND TRANSPORTATION						
		1.Land transportation shall comply with the Vietnamese traffic rules and regulations.			Meet all requirement		
5.14	TYPICAL HAZARDS						
		1. Bidder is required to provide the tools and equipment as well as written procedure to ensure all hazards listed in APPENDIX VI-3 are addressed			Meet all requirement		
5.15	HSE performance records						
		1. Must have maintained records incidents and HSE performance for the last five (5) years			Meet all requirement	Maintained records incidents and HSE performance for two (2) years	
5.16	HSE Awareness and Incentive Programs						
		1.The Bidders shall have HSE awareness and Incentive Programs			Meet all requirement		
5.17	Risk Management and Hazards Indentification						
		1.The Bidders shall have Hazards Identification and Risk Assessment Procedure			Meet all requirement		

TECHNICAL EVALUATION CRITERIA FOR TOWING VESSEL (CLASS >=12,200 BHP)

Item	DESCRIPTIONS	Unit	Client's Minimum Requirements	Evaluation Category	Criteria			Bidder	Remark
						YELLOW	GREEN		
1	General								
1.1	Year built		+After 2011 +In the event that Vessel was built before 2011, it is required to have valid report of Condition Assessment Programme Level 2 (CAP-2). The Cost for this inspection shall be in the Contractor's account. Bidder is required to confirm this requirement in proposal	Minor	Not meet	+In the event that Vessel was built before 2011, it is required to have valid report of Condition Assessment Programme Level 2 (CAP-2)	After 2011		
1.2	Type		AHTS	Major	Not meet	N/A	Meet all		
1.3	Classification and Society		Valid Certificated by Classification society	Major	Not meet	N/A	Meet all		
1.4	Date of next scheduled dry docking		- After 2027. - If the docking date before 2027 (during drilling operation). Bidder confirms to replace by other vessel which meet the Client's Technical requirement.	Minor	Not meet	Bidder confirms to replace by other vessel which meet the Technical requirement.	Meet all		
1.5	Availability		Early Oct 2026	Major	Not meet	N/A	Meet all		
1.6	Estimated Contract duration	Day	17 (total 34 days including de.mob Rig)	Major	Not meet	N/A	Meet all		
1.7	Quantity	ea	1						
2	Performance								
2.1	Minimum Certified Bollard Pull	MT	150 tons	Major	Not meet	N/A	Meet all		
5	Machinery								
5.1	Main Engine minimum horsepower	BHP	>=12,200	Major	Not meet	N/A	Meet all		
5.3	DP		DP2	Major	Not meet	N/A	Meet all		
6	Towing and Anchor handling Equipment Stern Roller								
6.1	Anchor Handling/Towing Winch	Tones	250MT pull/ 450brake	Major	Not meet	N/A	Meet all		
6.2	Rig Chain Locker Capacity	M3	200						
6.3	Tugger Winch		2 x 10 Tones	Major	Not meet	N/A	Meet all		
6.5	Towing Wire	MT	72mm x 700m	Major	Not meet	N/A	Meet all		
8	Fire Fighting Equipment								
8.1	Class (FF1, FF2, FF3)		FiFi (2400 m3/h)	Major	Not meet	N/A	Meet all		
13	Personnel Offshore Experience (on Position)								
13.1	Captain	year	7	Major	Not meet	N/A	Meet all		
13.2	Chief Mate	year	5	Minor	<3	from 3 to <5	>=5		
13.3	Chief Engineer	year	5	Minor	<3	from 3 to <5	>=5		
14	Fuel Consumption	m3	Bidder is requested to quote the Average Daily Fuel Consumption (CBM/day) for commercial evaluation	Minor	Not meet	Meet with minor concern	Meet all		

TECHNICAL EVALUATION CRITERIA FOR SUPPORT TOWING VESSEL (CLASS \geq 9,000 BHP)

Item	DESCRIPTIONS	Unit	Client's Minimum Requirements	Evaluation Category	Criteria		Bidder	Remark
					YELLOW	GREEN		
1	General							
1.1	Year built		+After 2011 +In the event that Vessel was built before 2011, it is required to have valid report of Condition Assessment Programme Level 2 (CAP-2). The Cost for this inspection shall be in the Contractor's account. Bidder is required to confirm this requirement in proposal	Minor	Not meet	+In the event that Vessel was built before 2011, it is required to have valid report of Condition Assessment Programme Level 2 (CAP-2)	After 2011	
1.2	Type		AHTS	Major	Not meet	N/A	Meet all	
1.3	Classification and Society		Valid Certificated by Classification society	Major	Not meet	N/A	Meet all	
1.4	Date of next scheduled dry docking		- After 2027. - If the docking date before 2027 (during drilling operation). Bidder confirms to replace by other vessel which meet the Client's Technical requirement.	Minor	Not meet	Bidder confirms to replace by other vessel which meet the Technical requirement.	Meet all	
1.5	Availability		Early Oct 2026	Major	Not meet	N/A	Meet all	
1.6	Estimated Contract duration	Day	17 (total 34 days including de.mob Rig)	Major	Not meet	N/A	Meet all	For Mob/dermob Rig
1.7	Quantity	ea	1					
2	Performance							
2.1	Minimum Certified Bollard Pull	MT	100	Major	Not meet	N/A	Meet all	
5	Machinery							
5.1	Main Engine minimum horsepower	BHP	\geq 9000	Major	Not meet	N/A	Meet all	
5.3	DP		DP2	Major	Not meet	N/A	Meet all	
6	Towing and Anchor handling Equipment Stern Roller							
6.1	Anchor Handling/Towing Winch	Tones	150MT pull/ 250brake	Major	Not meet	N/A	Meet all	
6.3	Tugger Winch		2 x 10 Tones	Major	Not meet	N/A	Meet all	
6.5	Towing Wire	MT	72mm x 700m	Major	Not meet	N/A	Meet all	
8	Fire Fighting Equipment							
8.1	Class (FF1, FF2, FF3)		FiFi (2400 m3/h)	Major	Not meet	N/A	Meet all	
13	Personnel Offshore Experience (on Position)							
13.1	Captain	year	7	Major	Not meet	N/A	Meet all	
13.2	Chief Mate	year	5	Minor	<3	from 3 to <5	\geq 5	
13.3	Chief Engineer	year	5	Minor	<3	from 3 to <5	\geq 5	
14	Fuel Consumption	m3	Bidder is requested to quote the Average Daily Fuel Consumption (CBM/day) for commercial evaluation	Minor	Not meet	Meet with minor concern	Meet all	

TECHNICAL EVALUATION CRITERIA FOR VESSEL SUPPORT DRILLING (Class 10,800 BHP)

Item	DESCRIPTIONS	Unit	Client's Minimum Requirements	Evaluation Category	Criteria			Bidder	Remark
					Not meet	YELLOW	GREEN		
1	General								
1.1	Year built		+After 2011 +In the event that Vessel was built before 2011, it is required to have valid report of Condition Assessment Programme Level 2 (CAP-2). The Cost for this inspection shall be in the Contractor's account. Bidder is required to confirm this requirement in proposal	Minor	Not meet	+In the event that Vessel was built before 2011, it is required to have valid report of Condition Assessment Programme Level 2 (CAP-2)	After 2011		
1.2	Type		AHTS	Major	Not meet	N/A	Meet all		
1.3	Classification and Society		Valid Certificated by Classification society	Major	Not meet	N/A	Meet all		
1.4	Date of next scheduled dry docking		- After 2027. - If the docking date before 2027 (during drilling operation). Bidder confirms to replace by other vessel which meet the Client's Technical requirement.	Minor	Not meet	Bidder confirms to replace by other vessel which meet the Technical requirement.	Meet all		
1.5	Availability		Early Oct 2026	Major	Not meet	N/A	Meet all		
1.6	Estimated Contract duration	DAY	362	Major	Not meet	N/A	Meet all		
1.7	Quantity	ea	1						
2	Performance								
2.1	Minimum Certified Bollard Pull	MT	140 tons	Major	Not meet	N/A	Meet all		
3	Dimensions and Capacities								
3.1	Fuel oil Tanks	m3	800	Minor	<700	from 700 to <800	>=800		
3.2	Drill Water Tanks	m3	600	Minor	<500	from 500 to <600	>=600		
3.3	Portable Water Tanks	m3	400	Minor	<350	from 350 to <400	>=400		
3.4	Dry Bulk	m3	200	Minor	<150	from 150 to <200	>=200		
3.5	Base Oil Tank/Base oil	m3	200	Minor	<150	from 150 to <200	>=200		
3.7	Liquid Mud	m3	250	Minor	<200	from 200 to <250	>=250		
3.8	Cargo Deck Area	m2	550	Minor	<500	from 500 to <550	>=550		
5	Machinery								
5.1	Main Engine minimum horsepower	BHP	>=10800	Major	Not meet	N/A	Meet all		
5.3	DP		DP2	Major	Not meet	N/A	Meet all		
8	Fire Fighting Equipment								
8.1	Class (FF1, FF2, FF3)		FiFi (2400 m3/h)	Major	Not meet	N/A	Meet all		
13	Personnel Offshore Experience (on Position)								
13.1	Captain	year	7	Major	Not meet	N/A	Meet all		
13.2	Chief Mate	year	5	Minor	<3	from 3 to <5	>=5		
13.3	Chief Engineer	year	5	Minor	<3	from 3 to <5	>=5		
14	Fuel Consumption	m3	Bidder is requested to quote the Average Daily Fuel Consumption (CBM/day) for commercial evaluation	Minor	Not meet	Meet with minor concern	Meet all		
14.1	Fuel Consumption norm		Provided the fuel consumption norm with all operation code in accordance with the type of activities and combine with weather condition						
14.2	Average per day	m3	Not exceed 14.3 m3						Drilling & Completion

TECHNICAL EVALUATION CRITERIA FOR SUPPLY RUN VESSEL \geq 9,000 BHP

Item	DESCRIPTIONS	Unit	Client's Minimum Requirements	Evaluation Category	Criteria			Bidder	Remark
					RED	YELLOW	GREEN		
1	General								
1.1	Year built		+After 2011 +In the event that Vessel was built before 2011, it is required to have valid report of Condition Assessment Programme Level 2 (CAP-2). The Cost for this inspection shall be in the Contractor's account. Bidder is required to confirm this requirement in proposal	Minor	Not meet	+In the event that Vessel was built before 2011, it is required to have valid report of Condition Assessment Programme Level 2 (CAP-2)	After 2011		
1.2	Type		PSV (Supply run)	Major	Not meet	N/A	Meet all		
1.3	Classification and Society		Valid Certificated by Classification society	Major	Not meet	N/A	Meet all		
1.4	Date of next scheduled dry docking		- After 2027. - If the docking date before 2027 (during drilling operation). Bidder confirms to replace by other vessel which meet the Client's Technical requirement.	Minor	Not meet	Bidder confirms to replace by other vessel which meet the Technical requirement.	Meet all		
1.5	Availability		Early Oct 2026	Major	Not meet	N/A	Meet all		
1.6	Estimated Contract duration	DAY	362	Major	Not meet	N/A	Meet all		
1.7	Quantity	ea	1						
2	Dimensions and Capacities								
2.1	Fuel oil Tanks	m3	800	Minor	<700	From 700 to <800	\geq 800		
2.2	Drill Water Tanks	m3	800	Minor	<700	From 700 to <800	\geq 800		
2.3	Portable Water Tanks	m3	800	Minor	<700	From 700 to <800	\geq 800		
2.4	Dry Bulk	m3	300	Minor	<250	From 250 to <300	\geq 300		
2.5	Base Oil Tank	m3	200	Minor	<150	From 150 to <200	\geq 200		
2.6	Brine Tank	m3	300	Minor	<250	From 250 to <300	\geq 300		
2.7	Liquid Mud	m3	500	Minor	<400	From 400 to <500	\geq 500		
2.8	Cargo Deck Area	m2	750	Minor	<650	From 650 to <750	\geq 750		
2.9	Cargo Deck Capacity	MT	1500	Minor	<1350	From 1350 to <1500	\geq 1500		
4	Machinery								
4.1	Main Engine minimum horsepower	BHP	\geq 9,000	Major	Not meet	N/A	Meet all		
4.3	DP		DP2	Major	Not meet	N/A	Meet all		
5	Radio and Navigation Equipment								

TECHNICAL EVALUATION CRITERIA FOR SUPPLY RUN VESSEL \geq 9,000 BHP

Item	DESCRIPTIONS	Unit	Client's Minimum Requirements	Evaluation Category	Criteria			Bidder	Remark
					RED	YELLOW	GREEN		
6	Fire Fighting Equipment								
6.1	Class (FF1, FF2, FF3)		FiFi (1200 m3/h)	Major	Not meet	N/A	Meet all		
8	Personnel Offshore Experience (on position)								
8.1	Captain	year	7	Major	Not meet	N/A	Meet all		
8.2	Chief Mate	year	5	Minor	<3	from 3 to <5	\geq 5		
8.3	Chief Engineer	year	5	Minor	<3	from 3 to <5	\geq 5		
9	Fuel Consumption	m3	Bidder is requested to quote the Average Daily Fuel Consumption (CBM/day) for commercial evaluation	Minor	Not meet	Meet with minor concern	Meet all		
9.1	Fuel Consumption norm		Provided the fuel consumption norm with all operation code in accordance with the type of activities and combine with weather condition						
9.2	Average per day	m3	Not exceed 11.65m3						Drilling&completion

TECHNICAL EVALUATION CRITERIA FOR SUPPLY VESSEL (Spot Charter >=9,000 BHP)

Item	DESCRIPTIONS	Unit	Client's Minimum Requirements	Evaluation Category	Criteria			Bidder	Remark
						YELLOW	GREEN		
1	General								
1.1	Year built		+After 2011 +In the event that Vessel was built before 2011, it is required to have valid report of Condition Assessment Programme Level 2 (CAP-2). The Cost for this inspection shall be in the Contractor's account. Bidder is required to confirm this requirement in proposal	Minor	Not meet	+In the event that Vessel was built before 2011, it is required to have valid report of Condition Assessment Programme Level 2 (CAP-2)	After 2011		
1.2	Type		AHTS/PSV	Major	Not meet	N/A	Meet all		
1.3	Classification and Society		Valid Certificated by Classification society	Major	Not meet	N/A	Meet all		
1.5	Availability		Early Oct 2026	Major	Not meet	N/A	Meet all		
3	Dimensions and Capacities								
3.1	Fuel oil Tanks	m3	500	Minor	<400	400-500	>500		
3.2	Drill Water Tanks	m3	400	Minor	<350	350-400	>400		
3.3	Portable Water Tanks	m3	400	Minor	<350	350-400	>400		
3.4	Dry Bulk	m3	160	Minor	<100	100-160	>160		
3.8	Cargo Deck Area	m2	400	Minor	<350	350-400	>400		
5	Machinery								
5.1	Main Engine minimum horsepower	BHP	>=9,000	Major	Not meet	N/A	Meet all		
5.3	DP		DP2	Major	Not meet	N/A	Meet all		
8	Fire Fighting Equipment								
8.1	Class (FF1, FF2, FF3)		FF1 1	Major	Not meet	N/A	Meet all		
13	Personnel Offshore Experience (on Position)								
13.1	Captain	year	7	Major	Not meet	N/A	Meet all		
13.2	Chief Mate	year	5	Minor	<3	from 3 to <5	>=5		
13.3	Chief Engineer	year	5	Minor	<3	from 3 to <5	>=5		
14	Fuel Consumption	m3	Bidder is requested to quote the Average Daily Fuel Consumption (CBM/day) for commercial evaluation	Minor	Not meet	Meet with minor concern	Meet all		
14.1	Fuel Consumption norm		Provided the fuel consumption norm with all operation code in accordance with the type of activities and combine with weather condition						
14.2	Average per day	m3	Not exceed 11.65m3					Drilling&completion	

TECHNICAL EVALUATION CRITERIA FOR SUPPLY VESSEL TO SUPPORT ROV OPERATION $\geq 6,000$ BHP

Item	DESCRIPTIONS	Unit	Client's Minimum Requirements	Evaluation Category	Criteria		Bidder	Remark
					YELLOW	GREEN		
1	General							
1.1	Year built		+After 2011 +In the event that Vessel was built before 2011, it is required to have valid report of Condition Assessment Programme Level 2 (CAP-2). The Cost for this inspection shall be in the Contractor's account. Bidder is required to confirm this requirement in proposal	Minor	Not meet	+In the event that Vessel was built before 2011, it is required to have valid report of Condition Assessment Programme Level 2 (CAP-2)	After 2011	
1.2	Type		AHTS	Major	Not meet	N/A	Meet all	
1.3	Classification and Society		Valid Certificated by Classification society	Major	Not meet	N/A	Meet all	
1.4	Date of next scheduled dry docking		- After 2027. - If the docking date before 2027 (during drilling operation). Bidder confirms to replace by other vessel which meet the Client's Technical requirement.	Minor	Not meet	Bidder confirms to replace by other vessel which meet the Technical requirement.	Meet all	
1.5	Availability		Early Oct 2026	Major	Not meet	N/A	Meet all	
1.6	Estimated Contract duration	Day	108 day - Call-Out requests	Major	Not meet	N/A	Meet all	call out base on ROV Jobs
1.7	Quantity	ea	1					
2	Performance							
2.1	Minimum Certified Bollard Pull	MT	60	Major	Not meet	N/A	Meet all	
3	Dimensions and Capacities							
3.8	Cargo Deck Area	m2	350	Minor	<300	300 to <350	≥ 350	
5	Machinery							
5.1	Main Engine minimum horsepower	BHP	$\geq 6,000$	Major	Not meet	N/A	Meet all	
5.3	DP		DP2	Major	Not meet	N/A	Meet all	
8	Fire Fighting Equipment							
8.1	Class (FF1, FF2, FF3)		FiFi 1	Major	Not meet	N/A	Meet all	
13	Personnel Offshore Experience (on Position)							
13.1	Captain	year	7	Major	Not meet	N/A	Meet all	
13.2	Chief Mate	year	5	Minor	<3	from 3 to <5	≥ 5	
13.3	Chief Engineer	year	5	Minor	<3	from 3 to <5	≥ 5	
14	Fuel Consumption	m3	Bidder is requested to quote the Average Daily Fuel Consumption (CBM/day) for commercial evaluation	Minor	Not meet	Meet with minor concern	Meet all	



CONTRACT

Between

**DOMESTIC PETROLEUM OPERATING BRANCH - PETROVIETNAM
EXPLORATION PRODUCTION CORPORATION LIMITED**

And

.....

For

**PROVISION OF SUPPLY VESSEL(S) SERVICES TO SUPPORT FOR
DRILLING & COMPLETION PROGRAM FOR DAI HUNG NAM FIELD
DEVELOPMENT, BLOCK 05-1(a), OFFSHORE VIETNAM**

CONTRACT No: PVEP POC-DRL-.....

Handwritten initials/signature

TABLE OF CONTENT

TITLE
PAGE

PREAMBLE	3
ARTICLE 1 - INTERPRETATION OF CONTRACT	4
ARTICLE 2 - DEFINITIONS.....	6
ARTICLE 3 - DURATION OF CONTRACT	10
ARTICLE 4 - CONTRACT PRICE.....	11
ARTICLE 5 - RESPONSIBILITY OF CONTRACTOR TO INFORM ITSELF.....	12
ARTICLE 6 - RESPONSIBILITY OF CONTRACTOR TO INFORM CLIENT	13
ARTICLE 7 - INVOICING AND PAYMENTS	14
ARTICLE 9 - TAXES AND DUTIES	18
ARTICLE 10 - INSURANCE.....	24
ARTICLE 11 - LIABILITIES AND INDEMNITIES	26
ARTICLE 12 - ACCEPTANCE	29
ARTICLE 13 - WARRANTY	30
ARTICLE 14 - CONTRACTOR'S OBLIGATION	31
ARTICLE 15 - CLIENT'S OBLIGATION.....	37
ARTICLE 16 - ACTIONS ON BEHALF OF CLIENT.....	38
ARTICLE 17 - CLIENT'S CONTRACT ADMINISTRATOR AND REPRESENTATIVE(S).....	39
ARTICLE 18 - CONTRACTOR'S CONTRACT ADMINISTRATOR AND REPRESENTATIVE	40
ARTICLE 19 - LIENS AND CLAIMS	41
ARTICLE 20 - HEALTH, SAFETY AND ENVIRONMENT REQUIREMENTS.....	42
ARTICLE 21 - DEFAULT OF CONTRACTOR	45
ARTICLE 22 - PROVISION FOR SUSPENSION OF WORKS.....	46
ARTICLE 23 - PROVISION FOR TERMINATION OF CONTRACT	47
ARTICLE 24 - SUB-CONTRACTS AND ASSIGNMENT	49
ARTICLE 25 - ACCESS AND AUDIT RIGHTS	50
ARTICLE 26 - CHANGES.....	51
ARTICLE 27 - FORCE MAJEURE	52

ARTICLE 28 - CONFLICT OF INTEREST	54
ARTICLE 29 - WAIVERS	55
ARTICLE 30 - CONFIDENTIALITY.....	56
ARTICLE 31 - ARBITRATION	57
ARTICLE 32 - COMPLIANCE WITH LAW	58
ARTICLE 33 - GOVERNING LAW AND LANGUAGE.....	59
ARTICLE 34 - PATENTS AND OTHER PROPRIETARY RIGHTS	60
ARTICLE 35 - ENTIRE AGREEMENT.....	61
ARTICLE 36 - NON-EXCLUSIVE AGREEMENT.....	62
ARTICLE 37 - INDEPENDENT CONTRACTOR.....	63
ARTICLE 38 - SURVIVAL OF OBLIGATIONS	64
ARTICLE 39 - LIMITATION OF LIABILITY	65
ARTICLE 40 - NOTICES.....	66
ARTICLE 41 - TITLE	67
ARTICLE 42 - SEVERABILITY	68
ARTICLE 43 - DELIVERY AND REDELIVERY	68

EXHIBITS

EXHIBIT I	SPECIAL PROVISIONS AND SCOPE OF WORKS
EXHIBIT II	SUPPLY VESSEL(S) TECHNICAL SPECIFICATION
EXHIBIT III	PRE-CHARTER SHIP-SURVEY REQUIREMENTS AND PERFORMANCE TEST
EXHIBIT IV	CHARTER RATES AND CATERING RATES
EXHIBIT V	CONTRACTOR'S MINIMUM PERSONNEL REQUIREMENT
EXHIBIT VI	HEALTH, SAFETY & ENVIRONMENT REQUIREMENT
EXHIBIT VII	BANK GUARANTEE FORMAT
EXHIBIT VIII	PERFORMANCE GUARANTEE FORMAT
EXHIBIT IX	CHANGE ORDER PROPOSAL
EXHIBIT X	INVOICING AND ADMINISTRATION PROCEDURES/GUIDELINES
EXHIBIT XI	MUTUAL HOLD HARMLESS AGREEMENT

PREAMBLE

This CONTRACT (hereinafter referred to as "CONTRACT") is made and entered into this _____ day of2025 effective as of theday of2025 ("Effective Date")

between

DOMESTIC 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 Victory Towers, 15th floor, 12 Tan Trao Street, Tan My Ward, HCM city, Socialist Republic of Vietnam, (hereinafter referred to as "CLIENT") of the first part

and

_____, a company organized and existing under the Laws of S.R Vietnam and having its registered address at _____, Socialist Republic of Vietnam, (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 in carrying out Petroleum operations under various Production Sharing Contract (PSC) and Joint Operating Agreement (JOA) for oil and gas fields offshore Vietnam and requires for its operations the provision of Supply Vessel Services to perform the activities and services described in this CONTRACT.

WHEREAS : CLIENT in connection with its activities as aforesaid, desires to carry out Production Operations 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 Supply Vessel(s) Services to Support for Drilling & Completion Program for Dai Hung Nam Field Development, Block 05-1(a), Offshore Vietnam (hereinafter referred to as the "WORKS") as described in the **EXHIBITS** (attached hereto and made a part hereof) and in accordance with the terms of this CONTRACT;

WHEREAS : CONTRACTOR represents that it is able and willing to provide the aforementioned and that it has the experience and capability to do so expeditiously.

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 furnish the "Supply Vessel(s)" and other related equipment, spare parts, materials and other supplies with the personnel and insurance detailed in the relevant EXHIBITS attached hereto (hereinafter referred to as "WORKS").

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	SPECIAL PROVISIONS AND SCOPE OF WORKS
EXHIBIT II	SUPPLY VESSEL(S) TECHNICAL SPECIFICATION
EXHIBIT III	PRE-CHARTER SHIP-SURVEY REQUIREMENTS AND PERFORMANCE TEST
EXHIBIT IV	CHARTER RATES AND CATERING RATES
EXHIBIT V	CONTRACTOR'S MINIMUM PERSONNEL REQUIREMENT AND BASE COST
EXHIBIT VI	HEALTH, SAFETY & ENVIRONMENT REQUIREMENT
EXHIBIT VII	BANK GUARANTEE FORMAT
EXHIBIT VIII	PERFORMANCE GUARANTEE FORMAT
EXHIBIT IX	CHANGE ORDER PROPOSAL
EXHIBIT X	INVOICING AND ADMINISTRATION PROCEDURES/GUIDELINES
EXHIBIT XI	MUTUAL HOLD HARMLESS AGREEMENT

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 correspondence, documentation, and discussion with respect to the CONTRACT and the WORKS is 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.

END OF ARTICLE

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 **"CLIENT"** means **Domestic Petroleum Operating Branch - Petrovietnam Exploration Production Corporation Limited** and includes its consultants, agents, officers and employees.
- 2.5 **"CLIENT Contract Administrator"** means CLIENT's personnel as defined in **ARTICLE 17 – "CLIENT'S CONTRACT ADMINISTRATOR AND REPRESENTATIVE(S)"**.
- 2.6 **"CLIENT Equipment"** means the equipment and other related parts, spares and other materials to be provided by CLIENT.
- 2.7 **"CLIENT Representative"** means CLIENT's representative as defined in **ARTICLE 17 – "CLIENT'S CONTRACT ADMINISTRATOR AND REPRESENTATIVE(S)"**.
- 2.8 **"CLIENT's Supply Base" or "Supply Base"** means the location specified in **EXHIBIT I – SPECIAL PROVISIONS AND SCOPE OF WORKS**, which will be the port of call for work boats and supply boats where CONTRACTOR shall deliver the Equipment required for performance of the WORKS, beyond the initial mobilisation requirement, if any.
- 2.9 **"Change Order"** means a document to be issued by CLIENT which sets forth changes in the WORKS 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.
- 2.10 **"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.

- 2.11 **"CONTRACT Price"** means the agreed compensation to be paid to CONTRACTOR in a prescribed method as specified and qualified in **EXHIBIT IV – CHARTER RATES AND CATERING RATES**.
- 2.12 **"CONTRACTOR"** means the Party entering into the CONTRACT with CLIENT for the delivery of the performance of the WORKS 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.
- 2.13 **"CONTRACTOR Contract Administrator"** means CONTRACTOR's Personnel as defined in **ARTICLE 18 – "CONTRACTOR'S CONTRACT ADMINISTRATOR AND REPRESENTATIVE"**.
- 2.14 **"CONTRACTOR Representative"** means CONTRACTOR's representative as defined in **ARTICLE 18 – "CONTRACTOR'S CONTRACT ADMINISTRATOR AND REPRESENTATIVE"**.
- 2.15 **"CONTRACTOR Equipment"** means the equipment and other related parts, spare parts, materials, tools, Supply Vessel(s), expendables, designated equipment and other supplies that are to be provided or supplied by CONTRACTOR as defined in **ARTICLE 14.9 – "CONTRACTOR'S OBLIGATION"** and more specifically described in **EXHIBIT I – "SPECIAL PROVISION AND SCOPE OF WORKS"**.
- 2.16 **"CONTRACTOR Personnel"** means all personnel provided by CONTRACTOR in the performance of the WORKS as defined in **ARTICLE 14.10 – "CONTRACTOR'S OBLIGATION"** and more specifically described in **EXHIBIT I – "SPECIAL PROVISIONS AND SCOPE OF WORKS"**.
- 2.17 **"Co-Venturers"** means any parties having a legal interest in the operation of CLIENT to which the WORKS or part thereof relates including but not limited to PETROVIETNAM EXPLORATION & PRODUCTION CORPORATION.
- 2.18 **"Demobilisation Site"** means the site designated in **EXHIBIT I – "SPECIAL PROVISIONS AND SCOPE OF WORKS"** where the CONTRACTOR's Supply Vessel(s) and associated Equipment that are released by CLIENT upon completion of the WORKS.
- 2.19 **"Supply Vessel(s)"** means the Supply Vessel(s) and associated equipment provided by CONTRACTOR for performance of Work under this CONTRACT.
- 2.20 **"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 31 – "ARBITRATION"**.
- 2.21 **"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.

- 2.22 **"Mobilisation Date"** - means the date the CONTRACTOR's Supply Vessel(s) and associated Equipment are to be delivered to the Mobilisation Site ready for the WORKS.
- 2.23 **"Mobilisation Site"** - means the site designated in **EXHIBIT I – "SPECIAL PROVISIONS AND SCOPE OF WORKS"** where CONTRACTOR's Supply Vessel(s) and associated Equipment are to be made available and delivered by CONTRACTOR to CLIENT for the performance of the WORKS.
- 2.24 **"DOMESTIC 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 Petroland Towers, 15th floor, 12 Tan Trao Street, Tan My Ward, Ho Chi Minh City, S.R. Vietnam
- 2.25 **"PETROVIETNAM"** means the Vietnam National Industry - Energy Group of The Socialist Republic of Vietnam having its registered office at 18 Lang Ha Street, Hanoi, the Socialist Republic of Vietnam
- 2.26 **"SERVICES"** means the undertakings as described herein.
- 2.27 **"Specification"** means a collection of documents, standards and codes to which the WORK must conform to.
- 2.28 **"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.
- 2.29 **"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 WORKS or any part thereof.
- 2.30 **"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 WORKS or any part thereof.
- 2.31 **"Work Site(s)"** means the areas, places or installations either onshore or offshore as designated by CLIENT where the WORK is to be performed.
- 2.32 **"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.
- 2.33 **"WORKS"** shall mean all 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 WORKS. This shall include SERVICES performed pursuant to any authorisation for WORKS.

2.34 “**Work Order**” shall mean a document issued by CLIENT to CONTRACTOR in the format provided in **EXHIBIT X** to this CONTRACT.

END OF ARTICLE

mu
[Signature]

ARTICLE 4 - CONTRACT PRICE

- 4.1 For the satisfactory performance of the WORKS in accordance with the CONTRACT, CLIENT shall pay CONTRACTOR the lump sum amounts and/or unit rates detailed in the **EXHIBIT IV - "CHARTER RATES AND CATERING RATES "**.
- 4.2 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.

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 WORKS;
 - (b) Familiarise itself with the Worksite, 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 WORKS and of the conditions under which the WORKS 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 WORKS including WORKS, which is based upon data and information not contained in the CONTRACT or any conclusions, interpretations or WORKS 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 WORK 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 WORKS, 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 WORKS affected. The CONTRACTOR shall not proceed with the WORK prior to the receipt of such instructions.
- 6.3 CONTRACTOR shall notify CLIENT immediately of any impending or actual stoppages of work, industrial disputes or other matters affecting or likely to affect the performance of the WORKS.
- 6.4 The CONTRACTOR shall keep CLIENT fully informed of the progress of the WORKS 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 WORK under this CONTRACT and CLIENT shall use its best endeavours to respond promptly to such request.

END OF ARTICLE

ARTICLE 7 - INVOICING AND PAYMENTS

- 7.1 At the beginning of each calendar month, CONTRACTOR shall invoice CLIENT for WORKS 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** hereof prior to submission to CLIENT for payment. Invoicing for WORKS performed shall be kept current at all times.
- 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:-

**DOMESTIC PETROLEUM OPERATING BRANCH - PETROVIETNAM
EXPLORATION PRODUCTION CORPORATION LIMITED**

15th Floor Victory Tower, 12 Tan Trao Street,
Tan My Ward, Ho Chi Minh City, S.R Vietnam
Tel: (84-28) 3776 2222 Fax: (84-28) 3872 1079/3872 1088
Attn: **Manager, Finance & Accounts**

A full set necessary documentation required by CLIENT including:

- ✓ Letter of Request for Payment;
 - ✓ VAT Invoice issued by CONTRACTOR (original);
 - ✓ Onhire/Offhire certification (Original);
 - ✓ Vessel(s) Daily Report signed by CONTRACTOR (original);
 - ✓ Fuel consumption Record signed by CONTRACTOR (copy);
 - ✓ Passengers Manifest signed by CLIENT and CONTRACTOR (copy);
 - ✓ Passengers Meal sheet (original);
 - ✓ Charter Hire Duration – Acceptance Protocol signed by CLIENT and CONTRACTOR (original);
- 7.5 Payments of undisputed invoiced items shall be made on or before the Forty-fifth (45) day from date of invoices with appropriate supporting documents from CONTRACTOR. 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 In the event that CLIENT disputes any items on a particular invoice CLIENT shall only be entitled to withhold from payment the actual amount in dispute. If CLIENT disputes any items on an invoice, CLIENT shall inform CONTRACTOR of the disputed item within thirty (30) 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. In any case, Bank guarantee as required under Article 6 - Bank guarantee (if applicable) shall be included in the supporting documentation.
- 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 WORKS done or material furnished in connection with the performance of WORKS 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 All payments to CONTRACTOR by CLIENT under the terms of this CONTRACT shall be in Viet Nam Dong (VND).
- 7.10 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.
- 7.11 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.
- 7.12 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 WORKS.

7.13 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.

7.14 All payments to CONTRACTOR shall be made to: -

BANK NAME AND ADDRESS :

SWIFT CODE:

ACCOUNT NUMBER :

END OF ARTICLE



ARTICLE 8 - BANK GUARANTEE/PERFORMANCE GUARANTEE

- 8.1 CONTRACTOR shall furnish to CLIENT an irrevocable first call and unconditional Bank Guarantee in the format set out in EXHIBIT VIII of this CONTRACT amounting to five percent (5%) 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 Clause of this Article 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 be not earlier than three (03) 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 WORKS.
- 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 WORK.
- 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 Clause 9.1.1(a), the following shall not apply with respect to Value Added Tax ("VAT") imposing on the WORK and the VAT amount shall not be stated on the VAT invoices issued by the CONTRACTOR for the WORK.
- 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 clauses 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 Clause 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.

Handwritten signatures in the bottom right corner of the page.

9.1.2 Foreign CONTRACTOR:

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 WORKS 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 WORKS 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 WORKS. 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

- 9.3.1 CLIENT shall at its own expenses be responsible for all taxes (except PIT, BIT), customs duties, licenses, fee, import or tariffs or similar charges imposed by the Government of Vietnam in relation to the contract, including CONTRACTOR's

Supply Vessel(s) and associated Materials and Equipment imported into the Socialist Republic of Vietnam for performance of the WORKS. The temporary import – re-export taxes for vessel and the fuel in tank at the time when vessel inward/outward in/out Vietnam shall also be at CLIENT's account.

- 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 WORKS. 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 CLIENT and hold CLIENT 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 Subject to prior notification and acceptance of Contractor, 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

M
TR

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) **Marine Liability Insurance** including Protection and Indemnity risk coverage for owned, non-owned or hired waterborne craft covering CONTRACTOR's liability including but not limited to crew, pollution, contractual and wreck arising from the use and/or operation of the said craft.
 - (b) **Any other insurance** which may be relevant and/or necessary and/or as may be required by any law(s) to which the CONTRACTOR and/or Sub-contractors are subjected to.
- 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 cause the insurers thereof and of any other policy of insurance carried by CONTRACTOR including insurance covering CONTRACTOR Equipment and materials used in the performance of the WORKS 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 thirty (30) 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 WORK 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.
- 10.11 CONTRACTOR shall not commence the shipment of equipment and materials or commence WORKS until all the insurances that CONTRACTOR is required to provide are in full force.

END OF ARTICLE

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, its other contractor(s), its co-venturers and Affiliates, and its and their officers, director, agents, employees and representatives 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 CONTRACTOR's, Affiliates' or Subcontractors' personnel arising during and/or as a result of the performance of this CONTRACT.

11.1(b) **Personnel of CLIENT**

CLIENT shall be responsible for and shall protect, defend, indemnify and hold harmless CONTRACTOR, its Subcontractors and Affiliates, and its and their officers, directors, agents, employees and representatives 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, CLIENT's, its other contractor(s) of any tier, its Affiliates' or its co-venturers' personnel and its and their invitees, arising during and/or as a result of the performance of this CONTRACT.

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 Subcontractors 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, its other contractor(s) of any tier, its co-venturers and Affiliates, and its and their officers, directors, agents employees and representatives 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's Affiliates and Subcontractors 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, its Subcontractors and Affiliates and its and their officers, directors, agents, employees and representatives harmless from and against any claims arising out of the damage to, the loss, or destruction of, all CLIENT, its other contractor(s) of any tier, its Affiliates or its co-venturers, and its and their invitees, equipment and property

(including damage to or loss of the hole or well and all well control efforts) in relation to this CONTRACT.

11.4 **Pollution and Contamination**

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 Supply Vessel(s), except as may emanate from cargo possessed and controlled by CLIENT"

CONTRACTOR shall not be liable for the loss of or damage arising out or resulting from pollution which was caused by the unseaworthiness of Supply Vessel(s) if CONTRACTOR shall exercise due diligence that before and at the commencement of a voyage the seagoing Supply Vessel(s) be seaworthy; properly manned, equipped and supplied and that its holds, cool and refrigerating chambers and all other compartments in which all goods and equipment are loaded, be prepared and brought to a proper condition for the receipt, carriage and preservation of the goods and equipment suitable to its nature"

11.5 **Underground Damage**

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.

11.6 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 WORKS or to ensure proper performance of any other obligations of the CONTRACTOR under this CONTRACT.

11.7 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.

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

11.9 **Mutual Hold Harmless Agreement**

In order to avoid disputes regarding to liability for personal injury or death of employees or for loss of or damage to property, CONTRACTOR and CLIENT agree to enter into the Mutual Hold Harmless Agreement in a form substantially similar to one in **EXHIBIT XI** hereto between CLIENT, CONTRACTOR and the various contractors and sub-contractors of CLIENT.

mu
TR

END OF ARTICLE



ARTICLE 12 - ACCEPTANCE

12.1 ACCEPTANCE OF WORKS

12.1.1 All WORKS under this CONTRACT shall be performed in accordance with this CONTRACT to the satisfaction of the CLIENT representative.

12.1.2 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.

12.1.3 Notwithstanding the above, acceptance of WORKS or part thereof or approval of CONTRACTOR's activities for the WORKS 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



ARTICLE 13 – WARRANTY – NOT APPLICABLE

END OF ARTICLE

ARTICLE 14 - CONTRACTOR'S OBLIGATION

14.1 CONTRACTOR shall provide, man and equip the Supply Vessel(s) to perform a continuous twenty-four (24) hours Work which shall include the keeping of personnel on standby in the Supply Vessel(s) radio room for the purpose of supplying and/or assisting and/or servicing crude oil offloading activities, Production rig, drillships, offshore installations, derrick barges, diving vessels and other crafts. The Supply Vessel(s) shall also perform standby duties during emergencies alongside the platform, Drilling rig or any of CLIENT'S offshore installation or evacuation of personnel and emergency operations, rescue operations in the event of helicopter ditching either in approach, landing or lift-off, oil-spill control and the checking of anchor buoy lights.

The Supply Vessel(s) shall have the ability to transport emergency /standby materials and perform WORKS as requested by CLIENT'S authorised representative(s) in support of its offshore operations. The Vessel shall have the capability to perform the respective Work as specified in **EXHIBIT I-2.0**. The Work as specified herein shall be always within natural capability of the Supply Vessel(s).

14.2 CONTRACTOR shall exercise due diligence to make the Supply Vessel(s) and its equipment in every way fit for the Work in accordance with **ARTICLE 14.1** hereof for all weather working conditions and shall maintain the Vessel throughout this Charter Period in such state as to achieve the most economic performance with full and efficient complement of Master, officers and crew. CONTRACTOR further undertake that throughout the duration of this Charter Period, whenever the passage of time, wear and tear of any event requires steps to be taken to maintain the Supply Vessel(s), it shall exercise due diligence to maintain or restore the Supply Vessel(s) as aforesaid.

14.3 During the period of this CONTRACT and any extensions thereto, CLIENT shall have the right to require any alternative WORKS. CONTRACTOR shall, upon receipt of an instruction for such WORKS, promptly advise CLIENT of any effect thereof on the performance of the WORKS. Should there is any hazardous WORKS, CONTRACTOR shall promptly prepare and submit to the CLIENT for its agreement an estimate of the increase or decrease of cost. Upon receipt of such instruction issued by the CLIENT, CONTRACTOR shall implement same and proceed diligently with its execution notwithstanding that agreement may not have been reached as to whether such instruction constitutes a variation and the value thereof. Pending agreement on the value (if any) of a alternative WORKS, CLIENT may establish such basis for adjustment of the contract price and associated payment provisions as CLIENT shall deem reasonable having due regard to all the circumstances

14.4 CONTRACTOR shall provide and pay for all provisions, subsistence, wages, bonuses and all other charges pertaining to the Supply Vessel(s) Master, officers and crew. All expenses relating to the cabin, deck, engine room, lube oil, lubricants and hydraulic oil, portable water and other necessary stores and the expense of maintaining the hull and machinery of the Supply Vessel(s) during her deployment and all other charges, taxes and expenses whatsoever relating to the Supply

DK

Vessel(s) and the Work except those which, by the terms of this CONTRACT are expressly payable by CLIENT, shall be borne and payable by CONTRACTOR.

- 14.5 CONTRACTOR shall provide on board the Supply Vessel(s) at its cost and expenses the oilspill dispersal equipment described in **EXHIBIT II**. CLIENT shall provide and pay for the oilspill dispersant in line with applicable provisions and regulations of any Government authority(ies) of the Socialist Republic of Vietnam with respect to environmental control.
- 14.6 CONTRACTOR shall deliver the Supply Vessel(s) with all cargo-carrying spaces and loadings and discharging systems clean and fully operational. Should CLIENT require a tank or tanks to be cleaned as a consequence of a change of product and not specified in Exhibit II hereof then the responsibility and cost of any cleaning shall be that of CLIENT, provided that such cost shall be accepted by CLIENT in advance
- 14.7 CONTRACTOR shall ensure that all master list for crew be placed prominently at several strategic locations so that the Master and the crew are aware of their duties for any emergency call-outs or incidents. All relevant statutory certificates of the Supply Vessel(s) shall be kept onboard the Vessel at all times and CONTRACTOR shall furnish CLIENT the same immediately on request.
- 14.8 CONTRACTOR shall pay all expenses relating to any dry-docking, repairs and maintenance including but not limited to towage, pilotage and other port charges incurred, and fuel consumed during the dry-docking period, onhire/offhire survey expenses for the Supply Vessel(s) as well as the replacement vessel, except as otherwise expressly provided for by this CONTRACT. Notwithstanding anything contained herein, CONTRACTOR shall try its best to provide at its own cost and expense replacement vessel agreeable to CLIENT for the said dry-docking, repair and maintenance period.

CLIENT shall pay onhired fee prior to commencement of CONTRACT and offhired fee at the CONTRACT termination date in accordance with the original CONTRACT. The costs of onhired and offhired survey for any replacement shall be charged at CONTRACTOR's account.

- 14.9 At CLIENT's request and unless CONTRACTOR has justifiable reason which shall not be within the designed capability and capacity of the Supply Vessel(s) for refusal to accede to such request, CONTRACTOR shall install CLIENT's additional special equipment not specifically required by the terms of this CONTRACT or by the specifications in **EXHIBIT II**. All costs of additions, alterations or modifications and reinstatement to original condition shall be borne by CLIENT.

Upon termination of this CONTRACT, all CLIENT's additional special equipment installed on board the Supply Vessel(s) shall, if requested by CLIENT, be delivered by CONTRACTOR to CLIENT at Vung Tau or at such other location reasonably as indicated by CLIENT. All costs and time of removing such equipment shall be borne by CLIENT.

- 14.10 CONTRACTOR undertakes that the Supply Vessel(s) shall be equipped on delivery with an effective metering system to monitor fuel and water consumption.

- 14.11 The Supply Vessel(s) crew shall sling and hook on cargo when discharging alongside the Drilling rig or offshore installation and connect and disconnect fuel, water and pneumatic hoses in port as well as alongside the Drilling rig or offshore installation, and the crew shall also operate the appropriate Supply Vessel(s) machinery for loading and unloading cargoes, such operations being consistent with published harbour and labour regulations. Whether or not Bills of Lading or any other shipping documents are issued, the Master shall keep account of all cargoes loaded and discharged.
- 14.12 CONTRACTOR shall bear and accept responsibility for any loss, damage, expense or liability which CONTRACTOR may incur and shall indemnify CLIENT, its directors, employees, servants and agents against any claims or liability whatsoever which may arise out of or in connection with the Supply Vessel(s) use of any towage, pilotage, mooring, loading and discharging or other port facility or services rendered for the benefit of the CONTRACTOR, whether such loss, damage, expense, claim or liability arise under conditions imposed by the party providing the conditions are signed or agreed to by agents appointed and/or paid by CLIENT.
- 14.13 The fuel consumption of supply vessel(s) shall be recorded in the daily activities report. However, for vessel(s) to support Drilling Operation the average fuel consumption during the entire drilling campaign shall not exceed the limitation based on the Average Fuel consumption per day as per Exhibit IV. The total fuel consumption shall be recorded at the end of month and Fuel consumption review and compensation shall be made at the end of the entire drilling campaign (hiring period) in accordance with Exhibit IV. For towing and spot charter vessels, fuel consumption shall be based on fuel consumption in Exhibit II and finalized/settled at the end of each Call-out. All costs are increased beyond the limitation of Average Fuel Oil Consumption per day during the entire drilling campaign in Exhibit II which shall be borne by CONTRACTOR. In that case, CLIENT shall have the right to request for replacement of Supply Vessel(s) to CLIENT'S satisfactory requirement in accordance with this CONTRACT.
- 14.14 **CONTRACTOR'S Personnel**
- 14.14.1 CONTRACTOR shall furnish at its sole risk and expense and under its exclusive direction, control and responsibility, properly qualified personnel to perform the Work described in Exhibit VI. CONTRACTOR shall at CLIENT's cost furnish additional personnel as CLIENT may, from time to time, request in writing.
- CONTRACTOR shall furnish at its sole expense any and all visas and work permits or other permits required for its personnel.
CONTRACTOR shall furnish additional personnel as CLIENT may request in writing from time to time.
- 14.14.2 All CONTRACTOR Personnel directly involved in the performance of the WORKS offshore shall have undergone the necessary basic safety training required by CLIENT's and shall possess a valid Offshore Safety Certificates. All related costs with respect to getting Offshore Safety Certificates for CONTRACTOR Personnel shall be at CONTRACTOR's own expenses.

14.14.3 **Discipline**

In the performance of the WORKS, 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 WORKS or the interests of CLIENT.

14.14.4 **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 WORKS, or cause any drugs to be carried into the Work Site(s).
- 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.

14.14.5 **Replacement of CONTRACTOR Personnel**

- a) CONTRACTOR shall employ on the WORKS 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 WORKS. CONTRACTOR shall not change the personnel assigned to perform the WORKS 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 WORKS. 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 WORKS 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 WORKS and such person shall not be re-employed in the WORKS 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.

14.14.6 Language Requirement

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

14.14.7 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.

- 14.15 At all times, CONTRACTOR shall respond promptly and shall accurately furnish to CLIENT information about the WORKS as requested.
- 14.16 In the execution of the WORKS, 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.
- 14.17 Before commencing any hazardous work operations, CONTRACTOR shall inspect the Work Site and equipment involved to ensure that the WORKS 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.
- 14.18 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.
- 14.15 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 WORKS.

- 14.16 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.
- 14.17 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 WORKS 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.
- 14.18 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**.
- 14.19 CONTRACTOR shall not substitute the Supply Vessel(s) under this CONTRACT without prior approval granted by CLIENT. All direct and or indirect costs in relation to substitution of Supply Vessel(s) shall be at CONTRACTOR's account.

END OF ARTICLE

ARTICLE 15 - CLIENT'S OBLIGATION

- 15.1 CLIENT shall, at its own cost, provide fuels for the Vessel during the Charter Period.
- 15.2 During the Charter Period, CLIENT shall provide and pay for applicable port charges, pilotage (where compulsory or necessary), port dues, agency fees incurred in connection with the Work.
- 15.3 CLIENT shall also provide and pay for replacement of :
- 15.3.1 The loading and unloading of cargo so far as not done by the Supply Vessel(s) crew, cleaning of cargo tanks. All necessary dunnage, uprights and shoring equipment for securing deck cargo;
- 15.3.2 Cordage required for securing to any Drilling rig or other offshore installations or which is necessary as a result of any special requirement of harbour authorities, but excluding such as is required for ordinary ship mooring alongside in harbour;
- 15.3.3 All ropes, slings, chains and special runners including bulk discharge actually used for loading or discharging at the Supply Base; and/or along Drilling rig and/or offshore installations.
- 15.3.4 Any additional expenses in complying with government or government agencies regulations issued in connection with the Work which may be brought into force and effect during this CONTRACT.
- Notwithstanding anything contained in this CONTRACT, CLIENT shall grant 24 hours onhire per month, which shall be cumulative not more than two (02) days from the commencement of Work for maintenance and repair including dry-docking. CLIENT shall not pay any such unutilized allowance at the end of contract term
- 15.3.5 CLIENT shall reimburse to CONTRACTOR for any tow / Anchor handling / lifting wires and accessories damaged or lost or become unserviceable and / or unrepairable as results of performance of WORK performed by CONTRACTOR, except for normal wear and tear and / or as a result of CONTRACTOR's negligence.

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 – SPECIAL PROVISIONS AND SCOPE OF WORKS**. Notice of any change shall be given by CLIENT to CONTRACTOR in writing.

17.1 CLIENT Contract Administrator

CLIENT Contract Administrator is the person who shall be responsible for and is duly authorised to receive and act on behalf of CLIENT on all matters pursuant to the terms and conditions of this CONTRACT. The CLIENT Contract Administrator shall have the authority to make the final decisions for CLIENT on all questions, controversies, or disputes involving the interpretation and implementation of this CONTRACT.

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 WORKS 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 WORKS, which does not conform to this CONTRACT, and to decide on all matters or questions which may arise relating to the performance of the WORKS and his decision shall be final and conclusive.

CLIENT Representative(s) shall be entitled to inspect all WORKS 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 WORKS, 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

The following defined CONTRACTOR Contract Administrator and CONTRACTOR Representative shall be designated in **EXHIBIT I – SPECIAL PROVISIONS AND SCOPE OF WORKS**. Notice of any change shall be given by CONTRACTOR to CLIENT in writing.

18.1 CONTRACTOR CONTRACT Administrator

CONTRACTOR Contract Administrator is the person who shall be responsible for and is duly authorised to represent CONTRACTOR at all times during the progress of the WORKS and to receive and to act on any request made by CLIENT in the performance of the WORKS pursuant to the terms of this CONTRACT.

CONTRACTOR Contract Administrator shall have full authority concerning the performance of the WORKS and shall have full authority to proceed with the WORKS and every part thereof in conformity with this CONTRACT. CLIENT shall be entitled to rely on all decisions and positions of the CONTRACTOR Contract Administrator as those of CONTRACTOR.

18.2 CONTRACTOR Representative(s)

CONTRACTOR Representative is the person employed by CONTRACTOR who will have supervisory authority over the WORKS and with whom CLIENT Representative(s) may plan and co-ordinate the performance of the WORKS. 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

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 WORKS 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 At the completion of the WORKS 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 XI – “INVOICING AND ADMINISTRATION PROCEDURES/GUIDELINES”** stating 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, 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 WORKS hereunder to the date of such statements in connection with the performance of the WORKS 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.
- 19.5 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 - SAFETY, HEALTH, FIRE, ENVIRONMENTAL PROTECTION
AND SECURITY REGULATIONS**

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 WORK is being carried out.
- 20.1.2 CONTRACTOR shall ensure its personnel employed for the WORKS 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 **EXHIBIT VII – “HEALTH, SAFETY & ENVIRONMENT REQUIREMENTS”** of this CONTRACT.
- 20.1.3 CONTRACTOR shall ensure that all services, materials, and CONTRACTOR's items used in the performance of the WORKS 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

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 in **EXHIBIT VII – “HEALTH, SAFETY & ENVIRONMENT REQUIREMENTS”**.

20.3 SAFETY PROCEDURES AND MANUALS

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**

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 WORK**

CLIENT Representative shall have the right, but not the obligation, to prohibit the commencement of the WORKS or to stop any part of the WORKS 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**

CONTRACTOR may suspend any part of the WORKS under this CONTRACT at any time with CLIENT's prior approval shall not be unreasonably withheld 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 WORKS 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(s), CLIENT and CONTRACTOR Equipment and their components.

20.7 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 of the WORKS 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 and CONTRACTOR'S agents, employees, representatives and Sub-contractors who are engaged in the performance of the WORKS 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 WORKS, CLIENT requires that CONTRACTOR inspect the Work Site(s) and the equipment involved to ensure that the WORKS will be performed under safe conditions acceptance to CLIENT. These inspections must be evidenced by "Work Permits" issued by CLIENT prior to initiating any such WORKS. CLIENT Representative or his designated representatives shall have the right to prohibit commencement of WORKS or stop any WORKS in progress if the equipment, personnel or WORKS 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 WORKS with CLIENT. These records shall be updated and submitted to CLIENT Representative as and when required. The safety records data shall be presented in the format as presented in **Appendix VII-4 of EXHIBIT VII – “HEALTH, SAFETY & ENVIRONMENT REQUIREMENTS”**.
- 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 WORKS are adequately trained in safety precautions and safe working practices before they are involved in the WORKS 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, life saving 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 WORKS 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 WORKS at the Work Site (s).

END OF ARTICLE

ARTICLE 22 - PROVISION FOR SUSPENSION OF WORKS

- 22.1 CLIENT shall at its option have the right to suspend part or all of the Works for any reason whatsoever and shall notify CONTRACTOR with thirty (30) days advance notice of such suspension of WORKS. During such suspension period, CLIENT shall compensate CONTRACTOR with the mutual agreeable rate.
- 22.2 Neither CLIENT nor CONTRACTOR shall be liable to the other Party for loss of anticipated profits sustained on account of any suspension of the WORKS or part thereof.
- 22.3 CLIENT may, at any time, authorise resumption of all or any part of the suspended WORKS by giving fifteen (15) days advance notice to CONTRACTOR specifying the WORKS to be resumed and the effective date of withdrawal of suspension. The WORKS shall be resumed by CONTRACTOR immediately after receipt of such notice, where applicable.

END OF ARTICLE

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) CLIENT may at any time, terminate without cause the CONTRACT by giving thirty (30) days prior written notice to CONTRACTOR that CLIENT intends to terminate the CONTRACT, specifying the CONTRACT to be terminated, and the effective date of termination.
- b) Should CLIENT terminate this CONTRACT without cause, CONTRACTOR shall stop performance of all WORKS on the effective date of termination.
- c) 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 the CONTRACT 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 WORKS to the extent such WORKS are authorised in advance by CLIENT.

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 27 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.

23.4.3 In the event the Supply Vessel performance beyond the limitation stipulated in the Approved Averages of Fuel Oil Consumption Rate for two (2) days consecutively or three (3) days cumulatively whichever comes first.

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 this CONTRACT or any portion of the WORKS 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 WORKS, upon terms satisfactory to CLIENT.
- 23.6 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 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 WORKS 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.
- 23.7 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 WORKS. Neither CLIENT nor CONTRACTOR shall be liable to the other for loss of anticipated profits sustained on account of such termination.
- 23.8 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 WORKS.

END OF ARTICLE

ARTICLE 24 – SUB-CONTRACTS AND ASSIGNMENT

- 24.1 CONTRACTOR shall not subcontract or assign the WORKS or any part thereof without CLIENT's prior written approval which shall not be unreasonably withheld.
- 24.2 CLIENT shall have the right to disapprove, for reasonable cause, any Subcontractor, supplier, vendor or source of supply selected by CONTRACTOR.
- 24.3 CONTRACTOR shall be fully responsible for any acts, defaults and omissions of any Subcontractors and persons either directly or indirectly employed by Subcontractor 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. Unless otherwise agreed, CLIENT shall be responsible as a CONTRACT holder throughout duration of CONTRACT".
- 24.5 CONTRACTOR shall ensure that all CLIENT's right under this CONTRACT including audit rights are incorporated in all CONTRACTOR's subcontracts 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



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 WORKS and all transactions related thereto and shall retain all such records and accounts for a period of not less than twelve (12) 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 twelve (12) 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 WORKS and/or CONTRACTOR Equipment may be required during the performance of WORKS, 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 WORKS 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 X – “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 WORKS 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

ARTICLE 27 - FORCE MAJEURE

- 27.1 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.
- 27.2 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 Works 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.
- 27.3 The events falling within Force Majeure include acts of God or force of nature, landslide, lightning, earthquake, flood, fire, explosion, storm or storm warning, 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 lockouts or other industrial disputes or action amongst employees of the Party seeking to invoke Force Majeure) 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's 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 Subcontractor 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 Subcontractors equipment, plant or machinery; or
- (d) Delays due to ordinary storm or inclement weather; or
- (e) Non-performance by Subcontractors

unless the delay arises out of a Force Majeure occurrence and is beyond both CONTRACTOR's and the Subcontractor'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 Subcontractor.

27.4 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

mu
TH

ARTICLE 28 - CONFLICT OF INTEREST

- 28.1 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 WORKS.
- 28.2 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 29 - WAIVERS

- 29.1 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.
- 29.2 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



ARTICLE 30 - CONFIDENTIALITY

- 30.1 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 WORKS or CONTRACTOR's activities related to its participation in the WORKS.
- 30.2 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 WORKS 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 WORKS or the results thereof.
- 30.3 Upon completion of the WORKS or upon receipt by CONTRACTOR of CLIENT's notification of termination of the WORKS or any part thereof as the case may be, CONTRACTOR shall return to CLIENT all documents, drawings, and data provided to CONTRACTOR by CLIENT.
- 30.4 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.
- 30.5 This **ARTICLE** shall continue in force notwithstanding the completion or earlier termination of this CONTRACT.
- 30.6 The provisions of this **ARTICLE** shall not apply:
- (a) insofar as any of the documents, drawings, and data referred to in the WORKS 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 WORKS 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 WORKS or the CONTRACTOR , or of any relevant stock exchange.

END OF ARTICLE

ARTICLE 31 - ARBITRATION

- 31.1 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.
- 31.2 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.
- 31.3 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 32 - COMPLIANCE WITH LAW

- 32.1 CONTRACTOR and its Sub-contractors shall be subject to all applicable laws in connection with the WORKS. If CONTRACTOR or its Sub-contractors perform any part of the WORKS in breach of the law, then CONTRACTOR shall bear any additional costs of the WORKS 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).
- 32.2 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.
- 32.3 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 WORKS is performed, and shall give all required notices.
- 32.4 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 WORKS 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.
- 32.5 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 WORKS and providing all documentation in support of such licenses and clearance.

END OF ARTICLE

ARTICLE 33 - GOVERNING LAW AND LANGUAGE

- 33.1 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 laws provisions.
- 33.2 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

ARTICLE 34 - PATENTS AND OTHER PROPRIETARY RIGHTS

34.1 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 Works product information incorporated or to be incorporated by CONTRACTOR in the performance of Works. Following notification to CLIENT, CONTRACTOR shall not incorporate into the Works these designs, processes, methods or Works product information without CLIENT's prior written approval.

Where designs, processes, methods and Works product information specified and used by CONTRACTOR in the accomplishment of Works 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 Works 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 Works product information or replace the designs, processes, methods and Works product information with non-infringing designs, processes, methods and Works product information or modify the designs, processes, methods and Works product information so as to remove the infringement. Where, however, an infringement of any copyright occurs as to design, process, method and Works 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.

34.2 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.

34.3 TECHNICAL INFORMATION

Title to all drawings, specifications, requisitions, calculations, and other patent documents. Design concepts, technical information prepared by CONTRACTOR or its Subcontractors 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 35 - 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



ARTICLE 40 - NOTICES

- 40.1 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 below:-

CONTRACTOR :

Address
Tel:
Fax :

ATTENTION :

CLIENT :

**DOMESTIC PETROLEUM OPERATING BRANCH - PETROVIETNAM
EXPLORATION PRODUCTION CORPORATION LIMITED**

15th Floor, Victory Tower
12 Tan Trao Street, Tan My Ward
Ho Chi Minh City, S.R Vietnam
Tel: (84-28) 3776 2222 Fax : (84-28) 3872 1079/3872 1088

ATTENTION : Mr. Le Duc Tue – Director

- 40.2 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.

- 40.3 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.

- 40.4 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 41 - TITLE

- 41.1 All materials, raw data, field logs, documents drawings and calculations covered by this CONTRACT in respect of the WORKS and each part thereof, and everything intended for incorporation therein, shall, as soon as they are delivered or appropriated to the WORKS be sole and unencumbered property of CLIENT.
- 41.2 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 WORKS 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.
- 41.3 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 WORKS.

END OF ARTICLE



ARTICLE 42 - 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

ARTICLE 43 - DELIVERY AND REDELIVERY

- 43.1 Prior to delivery to CLIENT (onhire) and redelivery to CONTRACTOR (offhire), the Supply Vessel(s) shall be surveyed by a Marine Surveyor appointed by CLIENT who shall carry out an inspection and furnish a report in accordance with **EXHIBIT III** hereof. The inspection shall include but not limited to examination of the Supply Vessel(s) hull, machinery, boilers, auxiliaries and equipment; examination of the Vessel's deck, equipment and engines; examination of the Supply Vessel(s) navigation and communications equipment; and the examination of the Supply Vessel(s) anchor handling and towing equipment and machinery. The Marine Surveyor shall also record the quantity of fuel, lubricants, water and other stows onboard the Supply Vessel(s) in accordance with **EXHIBIT III**.
- 43.2 All cost in respect of the delivery and redelivery survey shall be at CLIENT's cost.
- 43.3 The Supply Vessel(s) shall be redelivered to PTSC Downstream Port, Rach Dua Ward, Ho Chi Minh City or to such other location specified in **EXHIBIT I**, as indicated by CLIENT at the expiry of the Contract Period or earlier in the event of termination of the WORK.

END OF ARTICLE




ARTICLE 44 – LIQUIDATED DAMAGES

- 44.1 If CONTRACTOR fails to complete any portion of WORKS as per schedule stipulated in **EXHIBIT I – SPECIAL PROVISIONS AND SCOPE OF WORKS**, 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 three percent (0.3%) per day of delay up to eight percent (8%) of the total estimated CONTRACT Price.
- 44.2 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,
- 44.3 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**".
- 44.4 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 WORKS and shall be deemed to be in full and final settlement of any claims by CLIENT based on CONTRACTOR's delayed completion of WORKS as specified above.
- 27.5 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 WORKS.
- 44.6 CLIENT shall have the right to deduct the liquidated damages amount from payments due to CONTRACTOR under this CONTRACT. The terms of this **ARTICLE 44.7** 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.

END OF ARTICLE

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 duplicate 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
DOMESTIC PETROLEUM
OPERATING BRANCH -
PETROVIETNAM
EXPLORATION PRODUCTION
CORPORATION LIMITED**

CONTRACTOR

For and on behalf of

Name :

Designation :

Name :

Designation :
n



EXHIBIT I

SPECIAL PROVISIONS AND SCOPE OF WORKS

I-1.0 GENERAL INFORMATION

- I-1.1 AREA OF OPERATIONS: WHP-DHN, Block 05.1a, Offshore Vietnam. Water depth: +/-109m.
- I-1.2 WELL NAME: 09 Wells in DHN Field Development
- I-1.3 WELL TYPE: Production + Injection/Production wells.
- I-1.4 WELL DATA
- Water depth: Approx. 109m
- Air temperature: Approx. 30°C
- H₂S presence: Nil
- Number of well(s): 09 firm wells
- Well duration: Estimated 350 days.
- I-1.5 RIG TYPE: Cantilever, Jack-up
- I-1.6 DRILLING RIG NAME: Shall be advised by CLIENT
- I-1.7 DRILLING RIG CONTRACTOR: TBA
- I-1.8 ANTICIPATED SPUD DATE: Early Oct 2026 (tentatively)
- I-1.9 DELIVERY MODE "Call-out" basis

I-2.0 SPECIAL PROVISIONS

I-2.1 Duration of Contract

Subject to the termination provision provided under this Contract, the duration of this Contract shall remain valid until completion of WORKS specified in accordance with this CONTRACT.

I-2.2 CONTRACTOR'S Contract Administrator

CONTRACTOR's specify.

I-2.3 CLIENT's Contract Administrator

CLIENT hereby appoints, as CLIENT Contract Administrator, the Mr. Le Duc Tue – Director, or his appointee designated by him in writing.

I-2.4 **CONTRACTOR Representative**

To be designated from time to time by CONTRACTOR.

I-2.5 **CLIENT's Operation Representative**

CLIENT hereby designated the Operating Superintendent, Supply Base Superintendent and/or Operating Supervisors as CLIENT Representatives.

I-2.6 **Mobilization Site**

The mobilization Site shall be at PTSC Supply Base, Rach Dua Ward, Ho Chi Minh City, Vietnam or other location to be designated by CLIENT.

I-2.7 **Demobilization Site**

The Demobilization Site shall be at PTSC Supply Base, Rach Dua Ward, Ho Chi Minh City, Vietnam or other location to be designated by CLIENT.

I-2.8 **CLIENT's Supply Bases and Ports of Operations**

PTSC Supply Base, Rach Dua Ward, Ho Chi Minh City, Vietnam.

I-2.9 **CLIENT's Operations Office**

15th Floor, Victory Tower, 12 Tan Trao Street, Tan My Ward, Ho Chi Minh City, S.R. Vietnam.

I-2.10 **CONTRACTOR's Operations Office**

CONTRACTOR's specify.

I-2.11 **Commencement of Rates**

The applicable daily charter rates for the Supply Vessel(s) defined in **EXHIBIT IV - Charter Rates and Catering Rates** hereof shall commence on the time and date the Supply Vessel(s) is on hired by CLIENT pursuant to **ARTICLE 43 - Delivery and Redelivery** of the Contract Form.

I-2.12 Delivery Date

The tentative date when the Supply Vessel(s) is to be delivered and accepted by CLIENT will be scheduled as followings:

No.	Descriptions	Duration (day)	Commence of WORKS On around of	BIDDER PROPOSAL
1	Vessel for Drilling operation			Bidder to note "Quoted" or "No Quote"
	-1 st AHTS Vessel (>= 10,800BHP)	362	Each delivery shall be subject to CLIENT's Call-Out requests	
	-2 nd PSV (Supply run) Vessel (>=9000 BHP)	362		
2	Vessel for Towing rig		Mob/demob rig	Bidder to note "Quoted" or "No Quote"
	- 1 st AHTS Vessel (>= 12,200BHP)	34	For Towing Drilling Rig, will inform to Contractor 14 days in advance.	
	- 2 nd AHTS Vessel (>= 9,000BHP)	34		
3	Spot Charter Vessel		Support drilling/VSP/ROV/ rig positioning Operation	Bidder to note "Quoted" or "No Quote"
	-AHTS Vessel (>= 6,000BHP) for ROV operation	Est 108	Each delivery shall be subject to CLIENT's Call-Out requests	
	-AHTS Vessel (>=9,000BHP).	Est 34 days for		
	-PSV Vessel (>=9,000 BHP).	2 vessels		

Note: All Spot charter vessel and towing vessel with on/off hire base on Mob/demob rig, and other operation of drilling campaign;

- Vessel (6000 BHP) to support ROV operation: Contractor will supply the Fuel (MGO) meals & accommodation for ROV team (10pax) and DP function.

I-2.13 Completion of Mobilisation

Completion of Mobilisation shall be achieved when the Supply Vessel(s) is delivered to the designated Mobilisation Site and the Marine Surveyor has certified to the fitness of the Supply Vessel(s) for the Works as well as the present stows onboard the Supply Vessel(s).

I-2.14 Mobilisation Fee

CLIENT shall pay to CONTRACTOR the agreed lump sum Mobilisation Fee upon Completion of Mobilisation but subject to the payment terms of **ARTICLE 7 - Invoicing and Payment**. Only one lump sum Mobilisation Fee shall be paid by CLIENT to CONTRACTOR throughout the duration of the Contract.

I-2.15 Completion of Demobilisation

Completion of demobilisation shall be achieved when all CLIENT equipment and supplies are unloaded to the designated Demobilisation Site and CLIENT gives notice of the completion of services to the CONTRACTOR subject to the terms and conditions of **ARTICLE 43 - Delivery and Redelivery**.

I-2.16 Demobilisation Fee

CLIENT shall pay to CONTRACTOR the agreed applicable lump sum Demobilisation Fee upon Completion of Demobilisation but subject to the payment terms of **ARTICLE 7 - Invoicing and Payment**. Only one lump sum Demobilisation Fee shall be paid by CLIENT to CONTRACTOR throughout the duration of the CONTRACT. In the event the Supply Vessel(s) has work in a direct continuation of this CONTRACT then the demobilization charge shall be nil.

I-2.17 Pre-charter Survey and Performance Test

I-2.17.1 For the purpose of conducting the survey and performance test specified in **Provision I-2.17.2** hereof, CONTRACTOR shall at CONTRACTOR's sole cost and expense place the Supply Vessel(s) at the disposal of CLIENT's appointed Surveyor at Vung Tau or such other location specified in **Exhibit I** as CLIENT shall reasonably indicate. Should CONTRACTOR fail to place the Supply Vessel(s) at the disposal of the abovementioned Surveyor within three (3) days from the date required by CLIENT for whatever reason, CLIENT shall have the option of canceling this CONTRACT without prejudice to any rights or remedies available to CLIENT under this CONTRACT or the law and all costs related to the cancellation shall be for CONTRACTOR's account.

I-2.17.2 For the purpose of and prior to delivery pursuant to **ARTICLE 43** hereof, the Supply Vessel(s) shall at CONTRACTOR's expense be:

- i) subject to a satisfactory performance test in accordance with **EXHIBIT III** hereof; and
- ii) subject to a satisfactory survey/inspection by Government Authorities; and
- iii) subject to a satisfactory Marine Survey by a surveyor nominated by CLIENT who shall furnish a report and record the quantity of fuel and lubricants and other stows in accordance with **EXHIBIT III** hereof.

I-2.17.3 In the event the result of the performance test and/or survey under **Provision I-2.17.2 i, ii, iii** above is unacceptable to CLIENT, CLIENT shall notify CONTRACTOR in writing of the defects and CONTRACTOR shall be allowed three (3) days or such other period as mutually agreed to remedy such defects at CONTRACTOR's sole cost. If the Supply Vessel(s) is still not to CLIENT's satisfaction after the expiry of the three (3) days or such other agreed period as aforesaid, CLIENT shall have the

right, at its absolute discretion, to cancel this CONTRACT without liability to either Party and all cost related to this cancelation shall be for CONTRACTOR's account.

- I-2.17.4 Costs in respect of the performance test which costs shall include but not be limited to cover crew costs, fuel and lubes consumed, port and/or harbour costs, towage and pilotage as appropriate shall be borne by CLIENT.
- I-2.17.5 In the event that CONTRACTOR proposes replacement Supply Vessel(s) among its fleet, and survey and performance test for such replacement Supply Vessel(s) is required prior to CLIENT's acceptance, CONTRACTOR shall bear the reasonable transportation cost and meal that will be incurred by CLIENT and its designated Marine Surveyor for such inspection.
- I-2.17.6 The Supply Vessel(s) shall not be deemed to have been delivered by CONTRACTOR or accepted by CLIENT or the day rate become payable until the survey requirements and the performance test mentioned in **Provision I-2.17.1, I-2.17.2 and ARTICLE 43.1** of this CONTRACT have been executed to the satisfaction of CLIENT and the Supply Vessel(s) accepted by CLIENT.

I-2.18 **Offhire**

- I-2.18.1 In the event of Supply Vessel(s)' inability, at any time during the period of this CONTRACT, to be fully at CLIENT's disposition (whether or not it is immediately required for the Works) and/or in the event of loss of time (whether arising from interruption of or delay in performance of the Works) or in any of the following, hire shall cease to be due or payable in respect of the time so lost:-
- i) Should the Supply Vessel(s) during the period of this CONTRACT be unable to perform the Works or comply with the requirements of this CONTRACT or is rendered inefficient for the performance of the Works hereunder by reason of breakdown or damage to hull, machinery or equipment (hereinafter called "Breakdown"), the Master shall immediately inform CLIENT's duly authorised representative(s) and a written report shall be furnished to CLIENT. In the event of a continuous Breakdown for over twenty-four (24) hours, the Daily Charter Rate shall cease for the period from the commencement of the Breakdown until vessel (after it is repaired or CONTRACTOR provides a suitable replacement from among its fleet and such replacement Supply Vessel(s) is accepted by CLIENT) back to normal operation at the point of Breakdown. Any such replacement Supply Vessel(s) shall be provided within three (3) days from the time of Breakdown.
 - ii) Pursuant to **Provision I-2.18.1 (i)** above, in the event CONTRACTOR cannot and/or fails to provide suitable

replacement Supply Vessel(s) from their own fleet, CLIENT shall terminate this CONTRACT provided that 72 hours advance written notice is given to CONTRACTOR to that effect.

Notwithstanding the requirement for notice under **ARTICLE 23.2** hereof, if the Supply Vessel(s) remains unavailable for a continuous period of more than three (3) days, CLIENT shall have the option of terminating this CONTRACT or any part thereof.

- iii) In the event of detention or loss of time due to deficiency of men or stores, fire, grounding, fumigation (including extermination of vermin) and quarantine (unless such fumigation and quarantine is occasioned by the nature of SERVICES required of the Supply Vessel(s) by CLIENT) or to any cause whatsoever rendering the Supply Vessel(s) inefficient for the duties immediately required for more than twenty-four (24) hours, hire shall cease from the commencement of such deficiency until the Supply Vessel(s) is again in an efficient state to resume Works.
- iv) If during this CONTRACT the performance of the Supply Vessel(s) is affected by Breakdown or defect in the condition of the hull, machinery or equipment or any part thereof, the time thereby lost and the cost of any extra fuel consumed in consequence thereof shall, but without prejudice to all other rights and remedies of CLIENT, be deducted from the hire payable or constitute as non-reimbursable whichever is applicable, under this CONTRACT.
- v) In the event carrying space becomes contaminated through negligence or inattention on the part of the Master, officers or crew, the Supply Vessel(s) shall thereupon go offhired and the space shall be cleaned at CONTRACTOR's expense. Supply Vessel(s) shall remain offhired until it is again in an efficient state to resume Works. If it is confirmed that the moisture extraction system provided by CONTRACTOR malfunctions or fails to work and as a result of which the products carried by the Supply Vessel(s) become wet and thereby rendered unfit for use on the FSO/FPSO, drilling rig, platform and / or CLIENT's offshore installation, CLIENT shall have the right to charge the CONTRACTOR the cost of such products including the expenses, if any, incurred by CLIENT in obtaining the replacement for such products.
- vi) Should the Supply Vessel(s) be requisitioned by any Government Authority during the period of this CONTRACT, it shall be offhired hereunder during the period of such requisition and any time or other compensation paid in respect of such requisition shall be for

the CONTRACTOR's account. The period in which the Supply Vessel(s) is on any such requisition shall count as part of the Charter Period.

I-2.18.2 Should the Supply Vessel(s) be a total loss, offhire shall commence at noon on the day of her loss and should the Supply Vessel(s) be missing, offhire shall commence at noon on the day on which she was last heard of until replaced by an equivalent Supply Vessel(s) and the Works resumed. Any hire paid by CLIENT in advance pursuant to this CONTRACT and not earned shall be returned to CLIENT immediately.

I-2.18.3 The Supply Vessel(s) shall also be considered offhired in the following circumstances:-

- i) Breach of orders or neglect of duty by the illness or injury to, labour disputes or strikes by, or refusal to sail on the part of the Master, officers or crew.
- ii) Deviation without the prior consent and approval of CLIENT for the purpose of obtaining medical advice or treatment for, or landing any person, other than a refugee carried under **Provision I-2.21** hereof or CLIENT's personnel or any other CLIENT approved personnel in consequence of illness or injury.
- iii) Proceeding to or from and whilst at any port or anchorage other than that to which the Supply Vessel(s) is bound under instructions of CLIENT for any reason other than stress of weather.
- iv) Detention of or interference with the Supply Vessel(s) by the authorities at home or abroad in consequence of legal action against or alleged or actual breach of regulations by Owner, Master, officers or crew (unless brought about by the negligent act or omission of CLIENT).

I-2.19 **Salvage**

I-2.19.1 All salvage and all proceeds from derelicts shall be divided equally between CONTRACTOR and CLIENT after deducting:

- i) The Master's, officers' and crew's share.
- ii) The hire of the Supply Vessel(s) for time lost (such hire charges to be refunded to CLIENT).
- iii) Cost of fuel consumed and all other expenses incurred (such expenses to be refunded to CLIENT). Subject as aforesaid, all loss of time and all expenses (excluding any damage or loss of the Supply Vessel(s)) incurred in saving or attempting to save life and in unsuccessful attempts to salvage shall be borne equally by CONTRACTOR and CLIENT. No salvage work shall be undertaken without prior consent of CLIENT.

I-2.19.2 In the event that CONTRACTOR render services of a salvage nature for the benefit of CLIENT or its contractor's property, the terms contained in **Provision I-2.19.1** above shall not apply and CONTRACTOR shall waive all salvage rights should they be called upon to recover any of CLIENT's or its contractor's property where such rights could be exercised and make no claim for compensation.

I-2.20 Master and Crew

I-2.20.1 CONTRACTOR shall carry out its duties with the utmost diligence during the day and night as required by CLIENT and shall render all customary assistance with the Supply Vessel(s)' officers, crew and equipment. The Master shall be under the lawful instructions and sailing directions of CLIENT's nominated representative in carrying out the Works.

CLIENT's Representative shall furnish the Master with all instructions and sailing directions and the Master and officers shall keep full and correct logs accessible to CLIENT and its clearing agents. CONTRACTOR shall exercise the control, management and direction of the Supply Vessel(s) and the presence of CLIENT's Representative or inspector shall not relieve CONTRACTOR from any obligation in the proper performance of its obligations under this CONTRACT. CONTRACTOR shall keep CLIENT informed of any change in Master's, Officer's or Chief Engineer's position.

I-2.20.2 The Master, officers and crew shall be familiar with platforms, FSO/FPSO, drilling rig, anchor handling, floating hose handling, static tow, personnel transfer and mooring operations and practices and shall man the Supply Vessel(s) so as to ensure compliance with Government of Vietnam regulation's and the requirements of CLIENT. In this respect, the Master shall make himself available to CLIENT's Representative at VungTau and/or Ho Chi Minh City for briefing on said charter.

I-1.20.3 All overtime pay to the Master, officers and crew shall be for CONTRACTOR's account. The Master shall ensure that the Supply Vessel(s) shall load and discharge cargo as safely and rapidly as possible by night as well as by day when required by CLIENT or their clearing agents to do so.

I-2.20.4 All deliveries of fuel, lubricants, water and bulk cargo shall be recorded by the Master or the Officer on duty during such deliveries and a copy of such record shall be handed over to CLIENT. Any amount of fuel, lubricants, water or bulk cargo supplied to the rig or platform shall be recorded and certified by CLIENT's Representative as mentioned in **ARTICLE 17**. A copy of acknowledgement receipt shall be submitted to CLIENT immediately upon arrival at CLIENT's Supply Base.

The Master shall keep a full and correct log of the voyages hereunder and shall furnish CLIENT's Representative at Supply

Base with true copy of the Supply Vessel(s)' log books on request. The Master shall furnish CLIENT's Representative at Supply Base with a full and correct voyage report for each voyage on each return trip from the rig.

I-2.20.5 The Master shall regularly exercise his crew in the use of the Supply Vessel(s)' equipment as is necessary to save life and care for men rescued from the sea and shall be prepared at any reasonable time to demonstrate to the satisfaction of CLIENT's Representative the efficiency of the Supply Vessel(s)' equipment and crew in these respects. The Master, officers and crew shall maintain strict discipline and good order at all times and observe all procedures, rules and regulations, having particular regard to CLIENT'S Safety Regulations and the regular transmission of radio reports.

I-2.20.6 Discipline

CONTRACTOR shall maintain strict discipline and good order among its employees and contractors and Subcontractor's employees and will 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 Works or the interests of CLIENT.

I-2.20.7 Drug and /or Alcohol Offence

- i) CONTRACTOR is responsible to ensure that its employees, agents, subcontractors, its servants and its third party shall not use, be in possession of or under the influence of drugs during the performance of the Works or cause any drugs to be carried onto the Supply Vessel(s) or at the work site.
- ii) CONTRACTOR shall also ensure that its employees, agents, Subcontractors, its servants and its third party shall not at any time use or be in possession of, distribute or engage in the sale of alcohol/alcoholic beverages during the performance of the Works, onboard the Supply Vessel(s) or at the work site.
- iii) In the event any of the CONTRACTOR's personnels, employee, agents, Subcontractors, and third party is incapable of performing his work or duties due to the influence of alcohol, he 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 CONTRACTOR's account.

I-2.20.8 Should CLIENT complain of the conduct of the Master or any of the Supply Vessel(s)' officers or crew, then CONTRACTOR and CLIENT shall jointly and immediately investigate the complaint. CONTRACTOR shall without delay take remedial steps to the satisfaction of CLIENT, including making changes in the

appointments of the Master, officers or crew at CONTRACTOR's cost.

- I-2.20.9 CLIENT shall have the right, which right shall be reasonably exercised, to direct CONTRACTOR in writing to remove and/or replace any of CONTRACTOR's personnel who in the opinion of CLIENT is incompetent, misconducts himself, is negligent in the proper performance of his duties or is otherwise considered undesirable. CONTRACTOR shall remove such person or persons immediately and shall replace at CONTRACTOR's sole expense any such discharged person or persons with other suitably qualified person or persons acceptable to CLIENT.

I-2.21 - Refugee Encounter

- I-2.21.1 CLIENT may direct the Master and Supply Vessel(s) to go to the aid of refugees for the purpose of saving life according to the rules of the sea. In such event, the Master, officers and crew shall adhere strictly to the rules and procedures laid down by the Government of the Socialist Republic of Vietnam and CLIENT and shall take direct instructions only from CLIENT's Representative on the Drilling rig or his designated representative or from the Vietnam Authorities in the event CLIENT's Representative so instructs.
- I-2.21.2 CLIENT undertakes to indemnify CONTRACTOR and take all liability for the refugees provided always the Master, officers and crew only take action on the instruction of CLIENT's Representative on the Drilling rig or his designated representative as provided under **ARTICLE 17**.
- I-2.21.3 In the event the refugees are provided with food and/or other comfort necessary to save life, CLIENT shall reimburse CONTRACTOR at the rate specified in **EXHIBIT IV**.

I-2.22 Inspection

- I-2.22.1 CLIENT shall be entitled, from time to time during the period of this Contract to cause their representative(s) to inspect the Supply Vessel(s) in order to ascertain whether CONTRACTOR is complying in all respects with its obligations as set forth in this Contract.
- I-2.22.2 Any inspection carried out by CONTRACTOR under this ARTICLE shall not prejudice any other rights of inspection or investigation allowed to CLIENT in accordance with the provision of this Contract.
- I-2.22.3 CONTRACTOR's obligations as provided under this Contract shall not be affected by whether or not CLIENT has carried out any inspection of the Supply Vessel(s) under the provisions hereof.

I-3.0 SCOPE OF WORKS

CONTRACTOR shall within its capability of Supply Vessels to perform the WORKS which is defined and described by, but is not necessarily limited to any or all of the following:

I-3.1 Provision of Straight Supply Vessel(s) capable and suitable for towing drilling rig, support for Drilling operation such as transporting materials and equipment to and from Vung Tau Supply Base, to and from Offshore Vietnam or such other location to be designated by CLIENT. The Supply Vessel(s) must also have the capability to provide immediate assistance for:

- (i) Personnel evacuation from the rig
- (ii) Man-overboard rescue
- (iii) Fire fighting services
- (iv) Pollution control

The Supply Vessel(s) must be also suitable for operations off the Coast of the Socialist Republic of Vietnam during all prevailing weather conditions including monsoon periods.

I-3.2 CONTRACTOR shall provide, man and equip the Supply Vessel(s) to perform a continuous twenty-four (24) hour service for the purpose of assisting and/or servicing Drilling rig, offshore installations, derrick barges, diving vessels and other crafts. CONTRACTOR shall also provide personnel to man of Supply Vessel(s)' radio room for continuous twenty-four (24) hour services. The Supply Vessel(s) shall also perform standby duties during emergencies alongside the Drilling rig or any CLIENT's offshore installation for evacuation of personnel and emergency operations, rescue operations in the event of helicopter ditching either in approach, landing or lift-off, oil spill control and the checking of anchor buoy lights.

The Supply Vessel(s) shall have the ability to transport emergency/standby producing materials, perform survey operations or any other services as requested by CLIENT'S authorised representative(s) in support of its offshore operations.

The Supply Vessel(s) shall have the capability of providing anchor services and shall be fitted with the equipment and machinery set out in **EXHIBIT II**.

I-3.3 During the Contract Period and any extensions thereto, CLIENT shall have the right to require CONTRACTOR to perform alternative work for CLIENT at CLIENT's discretion.

In the event of CONTRACTOR carrying out the alternative work, the provisions of this CONTRACT shall continue in full force and effect.

I-3.4 CONTRACTOR shall provide and pay for all provisions, subsistence, wages, bonuses and all other charges pertaining to the Supply Vessel(s)' Master, officers and crew. All expenses relating to the cabin, deck, engine room and other necessary stores and expense of maintaining the hull and machinery of the Supply Vessel(s) during her deployment and all other charges, taxes and expenses whatsoever relating to the Supply Vessel(s)

and the Works except those which by the terms of this Contract are expressly payable by CLIENT shall be borne and paid by CONTRACTOR.

- I-3.5 CONTRACTOR shall provide and pay for lubricants, grease, cleaning solvents, paints, etc. required for the Supply Vessel(s) throughout the duration of the Contract.
- I-3.6 CONTRACTOR shall provide on board the Supply Vessel(s) at its own costs and expenses oil spill dispersal equipment in **EXHIBIT II**. CLIENT shall provide and pay for the oil spill dispersal in line with applicable provisions and regulations of any authority(ies) of the Socialist Republic of Vietnam with respect to environmental control.
- I-3.7 CONTRACTOR shall provide suitable meals and provisions on board the Supply Vessel(s) and in the event CONTRACTOR is required to supply meals and/or accommodation to any CLIENT's approved personnel onboard the Supply Vessel(s), CLIENT shall pay for such meals and/or accommodation at the rates specified in **EXHIBIT IV - Charter Rates and Catering Rates**.
- I-3.8 CONTRACTOR shall ensure that all cargo- carrying spaces during the Contract Period be maintained in a safe and clean condition, and in a state suitable for the carriage of producing and related supplies.
- I-3.9 CONTRACTOR shall ensure that all master list for crew be placed prominently at several strategic locations so that the Master and the crew are aware of their duties for any emergency call-outs or incidents.
- All relevant statutory certificates of the Supply Vessel(s) shall be kept onboard the Supply Vessel(s) at all times and CONTRACTOR shall furnish CLIENT the same immediately upon request.
- I-3.10 CONTRACTOR shall pay all expenses relating to any dry docking, repairs and maintenance including but not be limited to towage, pilotage and other port charges incurred and fuel consumed during the dry docking period, except as otherwise expressly provided by this CONTRACT.
- I-3.11 CONTRACTOR shall provide and pay for maintenance, repair and replacement of the Supply Vessel(s) and its equipment as specified in **EXHIBIT II**.
- I-3.12 At CLIENT's request, CONTRACTOR shall install CLIENT's additional special equipment not specifically required by the terms of this CONTRACT or by the specifications in **EXHIBIT II**. All costs of additions, alterations or modifications shall be borne by CLIENT.

Upon termination of this CONTRACT, all CLIENT's additional special equipment installed on board the Supply Vessel(s) shall, if requested by CLIENT, unless CONTRACTOR has undertaken and agree prior to its removal to acquire such equipment on terms to be agreed by the Parties, be delivered by CONTRACTOR to CLIENT at Vietnam or other location, as indicated by CLIENT.

All costs of removing such equipment shall be borne by CLIENT and during such installations and restoration work; the Supply Vessel(s) shall be deemed onhire.

- I-3.13 CONTRACTOR shall undertake that the Supply Vessel(s) shall be equipped on delivery with an effective metering system to monitor liquid discharge and bunker consumption.
- I-3.14 The Supply Vessel(s)' crew shall sling and hook on cargo when discharging alongside the Drilling rig and shall connect and disconnect fuel, water and pneumatic hoses in port as well as alongside the Drilling rig. The crew shall also operate the appropriate Supply Vessel(s) machinery for loading and unloading cargoes, and all such operations shall be consistent with published harbour and labour Regulations. Whether or not Bills of Lading or any other shipping documents are issued, the Master shall keep account of all cargo loaded and discharged.

EXHIBIT II
SUPPLY VESSEL(S) TECHNICAL SPECIFICATION

TECHNICAL REQUIREMENT FOR TOWING VESSEL (CLASS >=12,200 BHP)

Item	DESCRIPTIONS	Unit	Client's Minimum Requirements	Remark
1	General			
1.1	Year built		+After 2011 +In the event that Vessel was built before 2011, it is required to have valid report of Condition Assessment Programme Level 2 (CAP-2). The Cost for this inspection shall be in the Contractor's account. Bidder is required to confirm this requirement in proposal	
1.2	Type		AHTS	
1.3	Classification and Society		Valid Certificated by Classification society	
1.4	Date of next scheduled dry docking		After December 2026	
1.5	Availability		Early Oct 2026	
1.6	Estimated Contract duration	Day	17 (total 34 days including de.mob Rig)	
1.7	Quantity	ea	1	
2	Performance			
2.1	Minimum Certified Bollard Pull	MT	150 tons	
3	Dimensions and Capacities			
3.1	Fuel oil Tanks	m3		
3.2	Drill Water Tanks	m3		
3.3	Portable Water Tanks	m3		
3.4	Dry Bulk	m3		
3.5	Base Oil Tank/Base oil	m3		
3.6	Brine Tank	m3		
3.7	Liquid Mud	m3		
3.8	Cargo Deck Area	m2		
3.9	Cargo Deck Capacity	MT		
4	Discharge Rates at 75m head			
4.1	Fuel Pumping Rate	m3/hr		
4.2	Drill Water Pumping Rate	m3/hr		
4.3	Portable Water Pumping Rate	m3/hr		
4.4	Dry Bulk Discharge Rate	m3/hr		
4.5	Liquid Mud Discharge Rate	m3/hr		
4.6	Heavy Weight Brine Max SG	m3/hr		
4.7	Load or discharge of two product simultaneously			
4.8	Fuel Oil Metering System			
5	Machinery			
5.1	Main Engine minimum horsepower	BHP	>=12,200	
5.2	Generators	KW		
5.3	DP		DP2	
5.4	Bow Thrusters		2 x 800 BHP	
5.5	Stern Thrusters		1 x 800 BHP	
5.6	Propellers/Rudders		CCP in Nozzle	
5.7	Number and Rating of Bulk Compressors	ea x kg/cm2		
6	Towing and Anchor handling Equipment Stern Roller			
6.1	Anchor Handling/Towing Winch	Tones	250MT pull/ 450brake	
6.2	Rig Chain Locker Capacity	M3	200	

Handwritten initials/signature

TECHNICAL REQUIREMENT FOR TOWING VESSEL (CLASS >=12,200 BHP)

Item	DESCRIPTIONS	Unit	Client's Minimum Requirements	Remark
6.3	Tugger Winch		2 x 10 Tones	
6.4	Chain Stopper		500T	
6.5	Towing Wire	MT	72mm x 700m	
6.6	Spare Towing Wire	mm x m	72mm x 700m	
6.7	Work Wire	mm x m	72mm x 700m	
6.8	Spare Work Wire	mm x m	Must be equipped	
6.9	Other Anchor Handling Equipment (Pelican Hooks; Shackles; Stretchers...)		(yes)	
7	Radio and Navigation Equipment			
7.1	Single Side Band		Yes	
7.2	VHF		Yes	
7.3	Satcom		Yes	
7.4	Electronic navigation Equipment		Yes	
7.5	Gyro		Yes	
7.6	Radar		Yes	
7.7	Autopilot		Yes	
7.8	Depth Sounder		Yes	
8	Fire Fighting Equipment			
8.1	Class (FF1, FF2, FF3)		FiFi (2400 m3/h)	
8.2	Fixed		Yes	
8.3	Portable		Yes	
9	Accommodation			
9.1	Crew	Man	20 (aprox.)	
9.2	Passengers	Man	15	
10	Galley			
10.1	Freezer Space	m3		
10.2	Cooler	m3		
11	Additional Equipment			
11.1	Mooring Equipment			
11.2	Joystick			
12	Certificate and Insurance			
12.1	Class certificate for vessel		Yes	
12.2	Latest Bollard Pull Certificate		Yes	
12.3	Others as per Solas, Marpol,..		Yes	
12.4	Insurance policy for vessel		Yes	
12.5	Insurance policy for Crew		Yes	
13	Personnel Offshore Experience (on Position)			
13.1	Captain	year	7	
13.2	Chief Mate	year	5	
13.3	Chief Engineer	year	5	
13.4	Crew	year	3	
14	Fuel Consumption	m3		
14.1	Fuel Consumption norm		Provided the fuel consumption norm with all operation code in accordance with the type of activities and combine with weather condition	
14.2	Average per day	m3	Not exceed 16.16 m3	Drilling & Completion

TR *M*

TECHNICAL REQUIREMENT FOR SUPPLY/TOWING VESSEL (CLASS >=9,000 BHP)

Item	DESCRIPTIONS	Unit	Client's Minimum Requirements	Remark
1	General			
1.1	Year built		+After 2011 +In the event that Vessel was built before 2011, it is required to have valid report of Condition Assessment Programme Level 2 (CAP-2). The Cost for this inspection shall be in the Contractor's account. Bidder is required to confirm this requirement in proposal	
1.2	Type		AHTS	
1.3	Classification and Society		Valid Certificated by Classification society	
1.4	Date of next scheduled dry docking		After December 2026	
1.5	Availability		Early Oct 2026	
1.6	Estimated Contract duration	Day	17 (total 34 days including de.mob Rig)	For Mob/dermob Rig
1.7	Quantity	ea	1	
2	Performance			
2.1	Minimum Certified Bollard Pull	MT	100T	
3	Dimensions and Capacities			
3.1	Fuel oil Tanks	m3		
3.2	Drill Water Tanks	m3		
3.3	Portable Water Tanks	m3		
3.4	Dry Bulk	m3		
3.5	Base Oil Tank	m3		
3.6	Brine Tank	m3		
3.7	Liquid Mud	m3		
3.8	Cargo Deck Area	m2		
3.9	Cargo Deck Capacity	MT		
4	Discharge Rates at 75m head			
4.1	Fuel Pumping Rate	m3/hr		
4.2	Drill Water Pumping Rate	m3/hr		
4.3	Portable Water Pumping Rate	m3/hr		
4.4	Dry Bulk Discharge Rate	m3/hr		
4.5	Liquid Mud Discharge Rate	m3/hr		
4.6	Heavy Weight Brine Max SG	m3/hr		
4.7	Load or discharge of two product simultaneously			
4.8	Fuel Oil Metering System			
5	Machinery			
5.1	Main Engine minimum horsepower	BHP	>=9,000	
5.2	Generators	KW		
5.3	DP		DP2	
5.4	Bow Thrusters		2 x 650 BHP	
5.5	Stern Thrusters		1 x 600 BHP	
5.6	Propellers/Rudders		CCP in Nozzle	
6	Towing and Anchor handling Equipment Stern Roller			
6.1	Anchor Handling/Towing Winch	Tones	150MT pull/ 250brake	
6.2	Rig Chain Locker Capacity	MT		
6.3	Tugger Winch		2 x 10 Tones	
6.4	Chain Stopper			
6.5	Towing Wire	MT	72mm x 700m	
6.6	Spare Towing Wire	mm x m		
6.7	Work Wire	mm x m		



TECHNICAL REQUIREMENT FOR SUPPLY/TOWING VESSEL (CLASS >=9,000 BHP)

Item	DESCRIPTIONS	Unit	Client's Minimum Requirements	Remark
6.8	Spare Work Wire	mm x m		
6.9	Other Anchor Handling Equipment (Pelican Hooks; Shackles; Stretchers...)		(yes)	
7	Radio and Navigation Equipment			
7.1	Single Side Band		Yes	
7.2	VHF		Yes	
7.3	Satcom		Yes	
7.4	Electronic navigation Equipment		Yes	
7.5	Gyro		Yes	
7.6	Radar		Yes	
7.7	Autopilot		Yes	
7.8	Depth Sounder		Yes	
8	Fire Fighting Equipment		FiFi (2400 m3/h)	
8.1	Class (FF1, FF2, FF3)		FiFi (2400 m3/h)	
8.2	Fixed		Yes	
8.3	Portable		Yes	
9	Accommodation			
9.1	Crew	Man	20 (aprox.)	
9.2	Passengers	Man	10	
10	Galley			
10.1	Freezer Space	m3	10	
10.2	Cooler	m3	10	
11	Additional Equipment			
11.1	Mooring Equipment			
11.2	Joystick			
12	Certificate and Insurance			
12.1	Class certificate for vessel		Yes	
12.2	Latest Bollard Pull Certificate		Yes	
12.3	Others as per Solas, Marpol,..		Yes	
12.4	Insurance policy for vessel		Yes	
12.5	Insurance policy for Crew		Yes	
13	Personnel Offshore Experience (on Position)			
13.1	Captain	year	7	
13.2	Chief Mate	year	5	
13.3	Chief Engineer	year	5	
13.4	Crew	year	3	
14	Fuel Consumption	m3		
14.1	Fuel Consumption norm		Provided the fuel consumption norm with all operation code in accordance with the type of activities and combine with weather condition	
14.2	Average per day	m3	Not exceed 11.65m3	Drilling&completion

M

TK

TECHNICAL REQUIREMENT FOR VESSEL SUPPORT DRILLING (10,8000 BHP)

Item	DESCRIPTIONS	Unit	Client's Minimum Requirements	Remark
1	General			
1.1	Year built		+After 2011 +In the event that Vessel was built before 2011, it is required to have valid report of Condition Assessment Programme Level 2 (CAP-2). The Cost for this inspection shall be in the Contractor's account. Bidder is required to confirm this requirement in proposal	
1.2	Type		AHTS	
1.3	Classification and Society		Valid Certificated by Classification society	
1.4	Date of next scheduled dry docking		- After 2027. - If the docking date before 2027 (during drilling operation). Bidder confirms to replace by other vessel which meet the Client's Technical requirement.	
1.5	Availability		Early Oct 2026	
1.6	Estimated Contract duration	Day	362	
1.7	Quantity	ea	1	
2	Performance			
2.1	Minimum Certified Bollard Pull	MT	140 tons	
3	Dimensions and Capacities			
3.1	Fuel oil Tanks	m3	800	
3.2	Drill Water Tanks	m3	600	
3.3	Portable Water Tanks	m3	400	
3.4	Dry Bulk	m3	200	
3.5	Base Oil Tank/Base oil	m3	200	
3.6	Brine Tank	m3	250	
3.7	Liquid Mud	m3	250	
3.8	Cargo Deck Area	m2	550	
3.9	Cargo Deck Capacity	MT	800	
4	Discharge Rates at 75m head			
4.1	Fuel Pumping Rate	m3/hr	150	
4.2	Drill Water Pumping Rate	m3/hr	150	
4.3	Portable Water Pumping Rate	m3/hr	150	
4.4	Dry Bulk Discharge Rate	m3/hr	100	
4.5	Liquid Mud Discharge Rate	m3/hr	100	
4.6	Heavy Weight Brine Max SG	m3/hr	100	
4.7	Load or discharge of two product simultaneously		Yes	
4.8	Fuel Oil Metering System		Yes	
5	Machinery			
5.1	Main Engine minimum horsepower	BHP	>=10,800	
5.2	Generators	KW		
5.3	DP		DP2	
5.4	Bow Thrusters		2 x 800 BHP	
5.5	Stern Thrusters		1 x 800 BHP	
5.6	Propellers/Rudders		CCP in Nozzle	
5.7	Number and Rating of Bulk Compressors	ea x kg/cm2	2 x 8kg/cm2	
6	Towing and Anchor handling Equipment Stern Roller			
6.1	Anchor Handling/Towing Winch	Tones	250MT pull/ 450brake	
6.2	Rig Chain Locker Capacity	M3	200	

M
R

TECHNICAL REQUIREMENT FOR VESSEL SUPPORT DRILLING (10,8000 BHP)

Item	DESCRIPTIONS	Unit	Client's Minimum Requirements	Remark
6.3	Tugger Winch		2 x 10 Tones	
6.4	Chain Stopper		500T	
6.5	Towing Wire	MT	72mm x 700m	
6.6	Spare Towing Wire	mm x m	72mm x 700m	
6.7	Work Wire	mm x m	72mm x 700m	
6.8	Spare Work Wire	mm x m	Must be equipped	
6.9	Stern gate		The stern gate which designed to open sideways, providing a stable cargo loading/unloading operations and facilitating safe transfer of equipment and personnel during offshore support activities.	
6.10	Other Anchor Handling Equipment (Pelican Hooks; Shackles; Stretchers...)		(yes)	
7	Radio and Navigation Equipment			
7.1	Single Side Band		Yes	
7.2	VHF		Yes	
7.3	Satcom		Yes	
7.4	Electronic navigation Equipment		Yes	
7.5	Gyro		Yes	
7.6	Radar		Yes	
7.7	Autopilot		Yes	
7.8	Depth Sounder		Yes	
8	Fire Fighting Equipment			
8.1	Class (FF1, FF2, FF3)		FiFi (2400 m3/h)	
8.2	Fixed		Yes	
8.3	Portable		Yes	
9	Accommodation			
9.1	Crew	Man	20 (aprox.)	
9.2	Passengers	Man	15	
10	Galley			
10.1	Freezer Space	m3	10	
10.2	Cooler	m3	10	
11	Additional Equipment			
11.1	Mooring Equipment		Yes	
11.2	Joystick		Yes	
12	Certificate and Insurance			
12.1	Class certificate for vessel		Yes	
12.2	Latest Bollard Pull Certificate		Yes	
12.3	Others as per Solas, Marpol,..		Yes	
12.4	Insurance policy for vessel		Yes	
12.5	Insurance policy for Crew		Yes	
13	Personnel Offshore Experience (on Position)			
13.1	Captain	year	7	
13.2	Chief Mate	year	5	
13.3	Chief Engineer	year	5	
13.4	Crew	year	3	
14	Fuel Consumption	m3		
14.1	Fuel Consumption norm		Provided the fuel consumption norm with all operation code in accordance with the type of activities and combine with weather condition	
14.2	Average per day	m3	Not exceed 14.3 m3	Drilling & Completion

M
TW

TECHNICAL REQUIREMENT FOR SUPPLY RUN VESSEL >=9,000 BHP

Item	DESCRIPTIONS	Unit	Client's Minimum Requirements	Remark
1	General			
1.1	Year built		+After 2011 +In the event that Vessel was built before 2011, it is required to have valid report of Condition Assessment Programme Level 2 (CAP-2). The Cost for this inspection shall be in the Contractor's account. Bidder is required to confirm this requirement in proposal	
1.2	Type		PSV (Supply run)	
1.3	Classification and Society		Valid Certificated by Classification society	
1.4	Date of next scheduled dry docking		- After 2027. - If the docking date before 2027 (during drilling operation). Bidder confirms to replace by other vessel which meet the Client's Technical requirement.	
1.5	Availability		Early Oct 2026	
1.6	Estimated Contract duration	Day	362	
1.7	Quantity	ea	1	
2	Dimensions and Capacities			
2.1	Fuel oil Tanks	m3	800	
2.2	Drill Water Tanks	m3	800	
2.3	Portable Water Tanks	m3	800	
2.4	Dry Bulk	m3	300	
2.5	Base Oil Tank	m3	200	
2.6	Brine Tank	m3	300	
2.7	Liquid Mud	m3	500	
2.8	Cargo Deck Area	m2	750	
2.9	Cargo Deck Capacity	MT	1500	
2.10	Stern gate		The stern gate which designed to open sideways, providing a stable cargo loading/unloading operations and facilitating safe transfer of equipment and personnel during offshore support activities.	
3	Discharge Rates			
3.1	Fuel Pumping Rate	m3/hr	200	
3.2	Drill Water Pumping Rate	m3/hr	200	
3.3	Portable Water Pumping Rate	m3/hr	200	
3.4	Dry Bulk Discharge Rate	m3/hr	200	
3.5	Liquid Mud Discharge Rate	m3/hr	200	
3.6	Load or discharge of two product simultaneously		Yes	

m
TR

TECHNICAL REQUIREMENT FOR SUPPLY RUN VESSEL $\geq 9,000$ BHP

Item	DESCRIPTIONS	Unit	Client's Minimum Requirements	Remark
3.7	Fuel Oil Metering System		Yes	
4	Machinery			
4.1	Main Engine minimum horsepower	BHP	$\geq 9,000$	
4.2	Generators	KW		
4.3	DP		DP2	
4.4	Bow Thrusters			
4.5	Stern Thrusters			
5	Radio and Navigation Equipment			
5.1	Single Side Band		Yes	
5.2	VHF		Yes	
5.3	Satcom		Yes	
5.4	Electronic navigation Equipment		Yes	
5.5	Gyro		Yes	
5.6	Radar		Yes	
5.7	Autopilot		Yes	
5.8	Depth Sounder		Yes	
6	Fire Fighting Equipment			
6.1	Class (FF1, FF2, FF3)		FiFi (1200 m ³ /h)	
6.2	Fixed		Yes	
6.3	Portable		Yes	
7	Accommodation			
7.1	Crew	Man	20 (aprox.)	
7.2	Passengers	Man	15	
8	Personnel Offshore Experience (on position)			
8.1	Captain	year	7	
8.2	Chief Mate	year	5	
8.3	Chief Engineer	year	5	
8.4	Crew	year	3	
9	Fuel Consumption	m³		
9.1	Fuel Consumption norm		Provided the fuel consumption norm with all operation code in accordance with the type of activities and combine with weather condition	
9.2	Average per day	m³	Not exceed 11.65m ³	Drilling&completion

TECHNICAL REQUIREMENT FOR SUPPLY VESSEL (Spot Charter \geq 9,000 BHP)

Item	DESCRIPTIONS	Unit	Client's Minimum Requirements	Remark
1	General			
1.1	Year built		+After 2011 +In the event that Vessel was built before 2011, it is required to have valid report of Condition Assessment Programme Level 2 (CAP-2). The Cost for this inspection shall be in the Contractor's account. Bidder is required to confirm this requirement in proposal	
1.2	Type		AHTS/PSV	
1.3	Classification and Society		Valid Certificated by Classification society	
1.4	Date of next scheduled dry docking		- After 2027. - If the docking date before 2027 (during drilling operation). Bidder confirms to replace by other vessel which meet the Client's Technical requirement.	
1.5	Availability		Early Oct 2026	
1.6	Estimated Contract duration	Day	34 Call-Out requests	
1.7	Quantity	ea	1	
2	Performance			
2.1	Minimum Certified Bollard Pull	MT		
3	Dimensions and Capacities			
3.1	Fuel oil Tanks	m3	500	
3.2	Drill Water Tanks	m3	400	
3.3	Portable Water Tanks	m3	400	
3.4	Dry Bulk	m3	160	
3.5	Base Oil Tank	m3	200	
3.6	Brine Tank	m3	200	
3.7	Liquid Mud	m3	200	
3.8	Cargo Deck Area	m2	400	
3.9	Cargo Deck Capacity	MT	600	
4	Discharge Rates at 75m head			
4.1	Fuel Pumping Rate	m3/hr	100	
4.2	Drill Water Pumping Rate	m3/hr	100	
4.3	Portable Water Pumping Rate	m3/hr	100	
4.4	Dry Bulk Discharge Rate	m3/hr	100	
4.5	Liquid Mud Discharge Rate	m3/hr	100	
4.6	Heavy Weight Brine Max SG	m3/hr	100	
4.7	Load or discharge of two product simultaneously		Yes	
4.8	Fuel Oil Metering System		Yes	
5	Machinery			
5.1	Main Engine minimum horsepower	BHP	\geq 9,000	
5.2	Generators	KW		
5.3	DP		DP2	
5.4	Bow Thrusters		2 x 650 BHP	
5.5	Stern Thrusters		1 x 600 BHP	
5.6	Propellers/Rudders		CCP in Nozzle	
6	Towing and Anchor handling Equipment Stern Roller			
6.2	Rig Chain Locker Capacity	MT		

TECHNICAL REQUIREMENT FOR SUPPLY VESSEL (Spot Charter >=9,000 BHP)

Item	DESCRIPTIONS	Unit	Client's Minimum Requirements	Remark
6.3	Tugger Winch			
6.4	Chain Stopper			
6.5	Towing Wire	MT		
6.6	Spare Towing Wire	mm x m		
6.7	Work Wire	mm x m		
6.8	Spare Work Wire	mm x m		
6.9	Other Anchor Handling Equipment (Pelican Hooks; Shackles; Stretchers...)		(yes)	
7	Radio and Navigation Equipment			
7.1	Single Side Band		Yes	
7.2	VHF		Yes	
7.3	Satcom		Yes	
7.4	Electronic navigation Equipment		Yes	
7.5	Gyro		Yes	
7.6	Radar		Yes	
7.7	Autopilot		Yes	
7.8	Depth Sounder		Yes	
8	Fire Fighting Equipment			
8.1	Class (FF1, FF2, FF3)		FiFi 1	
8.2	Fixed		Yes	
8.3	Portable		Yes	
9	Accommodation			
9.1	Crew	Man	20 (aprox.)	
9.2	Passengers	Man	15	
10	Galley			
10.1	Freezer Space	m3	10	
10.2	Cooler	m3	10	
11	Additional Equipment			
11.1	Mooring Equipment		Yes	
11.2	Joystick		Yes	
12	Certificate and Insurance			
12.1	Class certificate for vessel		Yes	
12.2	Latest Bollard Pull Certificate		Yes	
12.3	Others as per Solas, Marpol,..		Yes	
12.4	Insurance policy for vessel		Yes	
12.5	Insurance policy for Crew		Yes	
13	Personnel Offshore Experience (on Position)			
13.1	Captain	year	7	
13.2	Chief Mate	year	5	
13.3	Chief Engineer	year	5	
13.4	Crew	year	3	
14	Fuel Consumption	m3		
14.1	Fuel Consumption norm		Provided the fuel consumption norm with all operation code in accordance with the type of activities and combine with weather condition	
14.2	Average per day	m3	Not exceed 11.65m3	Drilling&completion

TECHNICAL REQUIREMENT FOR SUPPLY VESSEL TO SUPPORT ROV OPERATION >=6,000 BHP

Item	DESCRIPTIONS	Unit	Client's Minimum Requirements	Remark
1	General			
1.1	Year built		+After 2011 +In the event that Vessel was built before 2011, it is required to have valid report of Condition Assessment Programme Level 2 (CAP-2). The Cost for this inspection shall be in the Contractor's account. Bidder is required to confirm this requirement in proposal	
1.2	Type		AHTS	
1.3	Classification and Society		Valid Certificated by Classification society	
1.4	Date of next scheduled dry docking		- After 2027. - If the docking date before 2027 (during drilling operation). Bidder confirms to replace by other vessel which meet the Client's Technical requirement.	
1.5	Availability		Early Oct 2026	
1.6	Estimated Contract duration	DAY	108 day - Call-Out requests	call out base on ROV Jobs
1.7	Quantity	ea	1	
2	Performance			
2.1	Minimum Certified Bollard Pull	MT	60	
3	Dimensions and Capacities			
3.1	Fuel oil Tanks	m3	400	
3.2	Drill Water Tanks	m3	300	
3.3	Portable Water Tanks	m3	300	
3.4	Dry Bulk	m3	150	
3.5	Base Oil Tank	m3	specify	
3.6	Brine Tank	m3	200	
3.7	Liquid Mud	m3	200	
3.8	Cargo Deck Area	m2	300	
3.9	Cargo Deck Capacity	MT	500	
4	Discharge Rates at 75m head			
4.1	Fuel Pumping Rate	m3/hr	100	
4.2	Drill Water Pumping Rate	m3/hr	100	
4.3	Portable Water Pumping Rate	m3/hr	100	
4.4	Dry Bulk Discharge Rate	m3/hr	100	
4.5	Liquid Mud Discharge Rate	m3/hr	70	
4.6	Heavy Weight Brine Max SG	m3/hr		
4.7	Load or discharge of two product simultaneously		Yes	
4.8	Fuel Oil Metering System		Yes	
5	Machinery			
5.1	Main Engine minimum horsepower	BHP	6,000	
5.2	Generators	KW		
5.3	DP		DP2	
5.4	Bow Thrusters			
5.5	Stern Thrusters			
5.6	Propellers/Rudders			
6	Towing and Anchor handling Equipment Stern Roller			
6.1	Anchor Handling/Towing Winch	Tones	specify	
6.2	Rig Chain Locker Capacity	MT	specify	
6.3	Tugger Winch		specify	
6.4	Chain Stopper		specify	
6.5	Towing Wire	MT	specify	
6.6	Spare Towing Wire	mm x m	specify	
6.7	Work Wire	mm x m	specify	
6.8	Spare Work Wire	mm x m	specify	
6.9	Other Anchor Handling Equipment (Pelican Hooks; Shackles; Stretchers; stern gate...)		specify	
7	Radio and Navigation Equipment			
7.1	Single Side Band		Yes	
7.2	VHF		Yes	

Handwritten signatures and initials

TECHNICAL REQUIREMENT FOR SUPPLY VESSEL TO SUPPORT ROV OPERATION >=6,000 BHP

Item	DESCRIPTIONS	Unit	Client's Minimum Requirements	Remark
7.3	Satcom		Yes	
7.4	Electronic navigation Equipment		Yes	
7.5	Gyro		Yes	
7.6	Radar		Yes	
7.7	Autopilot		Yes	
7.8	Depth Sounder		Yes	
8	Fire Fighting Equipment			
8.1	Class (FF1, FF2, FF3)		FiFi 1	
8.2	Fixed		Yes	
8.3	Portable		Yes	
9	Accommodation			
9.1	Crew	Man	16 (aprox.)	
9.2	Passengers	Man	15	
10	Galley			
10.1	Freezer Space	m3	10	
10.2	Cooler	m3	10	
11	Additional Equipment			
11.1	Mooring Equipment		Yes	
11.2	Joystick		Yes	
12	Certificate and Insurance			
12.1	Class certificate for vessel		Yes	
12.2	Latest Bollard Pull Certificate		Yes	
12.3	Others as per Solas, Marpol,...		Yes	
12.4	Insurance policy for vessel		Yes	
12.5	Insurance policy for Crew		Yes	
13	Personnel Offshore Experience (on Position)			
13.1	Captain	year	7	
13.2	Chief Mate	year	5	
13.3	Chief Engineer	year	5	
13.4	Crew	year	3	
14	Fuel Consumption	m3		
14.1	Fuel Consumption norm		provided the fuel consumption norm with an operation code in accordance with the type of activities and working with weather conditions	
14.2	Average per day	m3	Not exceed 9.13m3	

TK

EXHIBIT III

PRE-CHARTER

SHIP-SURVEY REQUIREMENTS AND PERFORMANCE TEST

A. SHIP-SURVEY SCOPE:

1. To establish that the Supply Vessel(s) intended for Supply/Standby Services and others as described in the CONTRACT meets operational requirements in accordance with **EXHIBIT I & II** hereof.
2. To classify/reclassify/confirm the Class of Supply Vessel(s).

B. PERFORMANCE TEST

To establish that all machineries stated are in place, and run or operated to the satisfaction of CLIENT's Marine Surveyor.

REQUIREMENTS:

Site survey and inspection on Supply Vessel(s) will be carried out as specified in **ARTICLE 43 - Delivery and Redelivery.**

The following, in particular, shall be tested during the performance test:-

1. Engines

- a. Ability to maintain low speeds. It will be expected that the Supply Vessel(s) shall be able to move slowly while on duty about the offshore installation for long periods at low speeds.
- b. Ability to quickly change into high speed and maintain this speed for measured distance.
- c. If the Supply Vessel(s) has more than one engine, each one shall be checked separately and also both, together.
- d. The engines ability to operate at varying speeds.
- e. Fuel consumption shall be monitored at CONTRACTOR's specified cruising speed and maximum speed.
- f. Pressures and temperatures on the following systems shall be monitored. Any abnormal pressures or fluctuations to be advised.
 - (i) Cooling water pressure.
 - (ii) Lubricating oil pressure.
 - (iii) Clutch oil pressure.
 - (iv) Gear lube oil pressure.
 - (v) Exhaust temperature.

- g. Condition and operation of:-
 - (i) Boosters.
 - (ii) Fuel injectors.
 - (iii) Any other observations of Marine Surveyor.

2. **AUXILIARIES**

- a. Engine driving generators - to be run and observations to be made on general operation, suitability and reliability.
- b. Engine or other power to bow thrusters, anchor windlass or as fitted - to be run and operation and reliability observed.
- c. Air compressor - to be run and general operation, compatibility and reliability observed.

3. **ELECTRICAL**

- a. General layout of electrical switchboard - suitability and reliability to be observed and all systems to be tested if possible.
- b. All lightings and electrically operated apparatus viz searchlights, pumps, air conditioning system, welding sets, cranes etc, as fitted - to be checked.

4. **RADIO AND COMMUNICATIONS**

- a. Observation on types and condition, maintenance records etc. on all communication transceivers and intercommunication systems.
- b. In the event the Supply Vessel(s) has the crystals for communicating with the FPSO, the radio will be tested with the above subject to any Governmental rules applying in the waters where the performance test will be carried out.

5. **PROPULSION**

Checks to be made on the followings:-

- a. Drive shafts and seals.
- b. Propellers for vibration at different speeds.
- c. Rudders and hydraulics.
- d. Steering mechanisms.
- e. General maneuverability forward and reverse turns at slow speed and fast speed.

6. **MISCELLANEOUS**

Check for operational readiness, suitability, Test Certificates if appropriate:-

- a. Oil dispersal equipment. Crew to install in readiness but not operate (unless operation can be tested with seawater).
- b. Facilities to retrieve personnel from the sea. List and check.
- c. First aid appliances and equipment to be specified.
- d. Life jackets to be checked for date of last inspection and general condition.
- e. Firefighting monitors, sea chest, pump, piping and confirm the ratings stated by CONTRACTOR are correct.
- f. Winches - condition and operation.
- g. Ballast pumps capability to effectively trim the Supply Vessel(s).
- h. Tank Inspection.

Wherever appropriate all machinery should be checked when Supply Vessel(s) is cruising.

EXHIBIT IV

CHARTER RATES AND CATERING RATES

Unit: VND/USD

A.	<u>CHARTER RATES</u>	Vessels				Spot Charter Vessel Spot charter (>=9000 BHP) (VND/USD)
		Vessel for support Drilling		Vessel for Towing rig		
		Supply Vessel (>= 10,800BHP) (VND/USD)	Supply Vessel (>=9000BHP) (VND/USD)	Supply Vessel (>= 12,200BHP) (VND/USD)	Supply Vessel (>= 9000BHP) (VND/USD)	
1.	<u>Daily Charter Rates (Bareboat price)</u> (includes Contractor Personnel catering)					
2.	<u>Mobilisation/Demobilisation Fee</u> PTSC Downstream Port, Rach Dua Ward, Vietnam (Lump sum) (applicable for one time only)					
B.	<u>MEALS AND ACCOMODATION</u> (For Client Personnel)					
1.	ACCOMODATION (berth/day)					
2.	MEAL					
	Breakfast (man/day)					
	Lunch (man/day)					
	Dinner (man/day)					
C	<u>Average Fuel Consumption per day (m3/day)</u>					
D	<u>Spot Charter Vessel (*)</u>	Qty	Unit/day (VND/USD)			
	Vessel (>=6000 BHP) to support ROV Operation	1				

Noted:

- The above Charter Rates are inclusive of lubricants, water consumed but **exclusive of fuel**, DP function for operation over 12 hours/per day, survey fees, port dues and charges, agent fees, on/off hire fees, pilotage, ect ... and Vietnamese VAT.

- (*) Vessel (6000 BHP) to support ROV operation: The Charter Rates are inclusive of lubricants, water consumed, Fuel (MGO) meals & accommodation for ROV team (10pax) and DP function but **exclusive of**, survey fees, port dues and charges, agent fees, on/off hire fees, pilotage, ect ... and Vietnamese VAT.
- VAT shall be updated and applied according with current regulations at the time of invoice issuance.
- Fuel shall be supplied by PVEP-POC based on the actual consumption but not exceed the Average Fuel Consumption per day quoted by CONTRACTOR, except for Fuel for Vessel (6000 BHP) to support ROV operation.
- Two parties will balance the amount of diesel fuel (DO 0,05S %WT) between on-hire and off-hire vessel(s) based on Average Fuel Consumption per day (in table above).
- The above on-hired time shall be informed the exact date & time by given the 3 days' Notice before the on-hired date & time.
- All Spot charter vessels and towing vessels with on/off hire base on Mob/demob rig, and other operation of drilling campaign.
- All quoted prices must indicate which is inclusive or exclusive of applicable Vietnamese tax (VAT and/or CIT) but inclusive of any taxes outside Vietnam, if any. In the event that the quoted prices do not specify this, they shall be treated as inclusive of all taxes.

DP operations for DPO & DP signal for over 12 hour/per day:

DP operations	Unit	Unit Price (VND/USD)	Remark
DPOs			
DP Signal			

12

EXHIBIT V

CONTRACTOR'S MINIMUM PERSONNEL REQUIREMENT

Vessel (Name) :

Minimum manning to consist of at least the following:-

<u>Classification</u>	<u>Nationality</u>	<u>Number</u>
Master	_____	X
Chief Officer	_____	X
Chief Engineer	_____	X
Second Engineer	_____	X
Sailor/Cook	_____	X
Oiler	_____	X
Bosun	_____	X
Able Seamen _____		X
Total Complement		XXXX

A. Master's Name : _____

Qualification : _____

Experience: _____

B. Chief Officer : _____

Qualification : _____

Experience: _____

C. Chief Engineer Name : _____

Qualification : _____

Experience : _____

D. Second Engineer Name : _____

Qualification : _____

Experience : _____

E. Deckhands : _____

Experience : _____

F. Extras : Certified First Aider :

Name : _____

Name : _____

: Lifeboat Coxswain :

Name : _____

At least two (2) officers must have a valid First Aid at Sea Certificate from a recognized institution/organization and must have been obtained within the last three (3) years.

EXHIBIT VI

HEALTH, SAFETY AND ENVIRONMENT REQUIREMENT

This EXHIBIT provides a quick 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 APPENDIX 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-3**.

VI-2.0 ACCIDENT REPORTING & INVESTIGATION

VI-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.

VI-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 warrants 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 unprescribed 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-3.5 In the event CONTRACTOR is unable to comply with these obligations, CLIENT shall have the option to terminate this CONTRACT forthwith. CONTRACTOR shall be entitled to payment for WORKS performed to the date of such termination, but no payment shall be made for lost profit, unused materials, or bonus, if applicable.

VI-4.0 PERMIT-TO-WORK SYSTEM

All WORKS carried out by CONTRACTOR's Personnel must be in accordance with the CLIENT "Permit-To-Work System".

The CONTRACTOR is obligated to request a copy of this publication and ensure that its personnel have a thorough knowledge of its content.

VI-4.1 Hot-Work

All Hot-Work must be carried out in strict compliance accordance with the CLIENT's "Permit-To-Work System" and attention must be given to the following:

- VI-4.1.1 Only trained, competent personnel shall be engaged for any Hot-Work.
- VI-4.1.2 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-4.1.3 The CONTRACTOR, in accordance with the "Permit-To-Work System" shall dedicate a trained fire-watcher to the personnel performing the WORKS. The duties of the fire-watcher are as follows (if applicable):
- 1) To ensure that the Work Site(s) or Work Area and adjacent areas are maintained in a safe condition (e.g., sparks are not falling onto unprotected area).
 - 2) To warn the workers of any hazard developing in the Work Site(s) or Work Area.
 - 3) To isolate the equipment in the event of an emergency.
 - 4) To quickly extinguish any smouldering material which may develop into a fire.
 - 5) To be able to establish contact with the Control Room if an emergency occurs.
 - 6) 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.
 - 7) 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

VI-5.1 Prior to the commencement of the WORKS, CONTRACTOR shall at its own expense ensure that its personnel have been given the necessary basic safety, fire-fighting, sea- survival, and job related training required by law and CLIENT as outlined in **APPENDIX VI-2**. Such training shall be carried out at training establishments approved by CLIENT as listed in **APPENDIXVI-2**. Certification of training shall be provided to CLIENT prior to the commencement of WORKS.

Upon request from CONTRACTOR, CLIENT may approve training provided by training establishments other than those specified in **APPENDIXVI-2** provided CONTRACTOR furnishes CLIENT a copy of the course/program syllabus and contacts for the establishment.

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:

- 1) Coveralls,
- 2) Safety footwear with steel toe cap and steel mid sole,
- 3) Safety helmet, and
- 4) 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 :

- 1) ear muff/plugs,
- 2) gloves,
- 3) face shield/Vsor,
- 4) respiratory protection, and
- 5) 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, life saving, and fire fighting).

VI-8.0 **SAFETY MEETINGS**

VI-8.1 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.

VI-10.1 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.

VI-10.2 If any tool or item of equipment is in the judgement of CLIENT unsafe or incapable of doing the WORKS for which it is intended, CONTRACTOR shall repair and/or replace such defective tools and equipment used in the WORKS at CONTRACTOR's own expense.

VI-10.3 **DIESEL ENGINE DRIVEN PUMPS, COMPRESSORS, WELDINGSET,ETC.**

VI-10.3.1 Diesel engine driven pumps, compressors, welding sets, and any other diesel engine driven equipment must be located in a safe area and must be fitted with a water-cooled exhaust and approved spark arrestor as a minimum requirement.

VI-10.3.2 Any such equipment must be well maintained and in good operational order and prior to use should be inspected by CLIENT Representative.

VI-10.3.3 If the equipment is to be used offshore, it shall be inspected prior to shipment to the offshore site.

VI-10.3.4 If such equipment is to be used in a hazardous area classified as a Zone 1 or 2 areas, 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-10.4 **ELECTRICALLY POWERED PORTABLE TOOLS AND EQUIPMENT**

VI-10.4.1 Only trained and competent personnel shall use portable electrically powered tools and equipment.

VI-10.4.2 Electrically powered portable tools and equipment shall be 110 volts centre-tapped or 240 volt tools subject to the following conditions:

- 1) they shall be double insulated, and
- 2) 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-10.4.3 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-10.5 HANDTOOLS

VI-10.5.1 CONTRACTOR shall ensure that all tools supplied are in good condition and fit for their intended use.

VI-10.5.2 Damaged tools which are unfit for use must be removed from service immediately and if they cannot be repaired, they must be scrapped.

VI-10.5.3 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 Subcontractors 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 and at no additional cost to CLIENT.
- 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-4** 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.



5.2 EAR PLUGS

3M EAR PLUGS 1110

6.0 HEAD PROTECTION

BULLARD OR EQUIVALENT CLASS E, TYPE I ANSI/ISEA Z89.1-2009

7.0 EYE/FACE PROTECTION

7.1 CHEMICAL SPLASH GOGGLES

BRANDMODEL NO. STANDARD

CONDOR OR EQUIVALENT 1VT70

7.2 FACE SHIELD

MSA OR EQUIVALENT 488126 ANSI Z87

7.3 WELDERS GOGGLES

GRAINGER OR EQUIVALENT PN 1UYF9,

8.0 OTHERS

8.1 SAFETY HARNESS/LIFEBELT

SALA OR EQUIVALENT 1107802 ANSI Z359.1
OSHA
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
(TYPE V)

1223

US COAT GUARD
APPROVED

APPENDIX VI-2

APPROVED SAFETY TRAINING INSTITUTIONS

<u>Name of Institution</u>	<u>Courses</u>
1. Sri Bima Maritime Training Centre, Miri, Sarawak	o Sea Survival & Fire Training.
2. Terengganu Safety Training Centre (TSTC), Teluk Kalong Kemaman, Terengganu	o Safety & Sea Survival Fire Training HUET
3. Kerteh Fire Services East Coast Regional Office PETRONAS Kerteh, Terengganu	o Fire Training
4. Robert Gordon Institute of Technology (RGIT) Aberdeen, Scotland	o Sea Survival & Fire Training. HUET
5. Petroleum Training Assoc. North Sea (PETANS) Lowestoft, England	o Sea Survival & Safety HUET
6. Maritime Training Centre (MTC) Vlissingen, Holland	o Sea Survival & Safety o HUET
7. Rotterdam International Safety Centre (RISC), Holland	o Fire Training
8. Industrial Foundation For Accident Prevention Woodside Offshore Petroleum Perth, Australia	o Sea Survival, Fire o Training & Safety o HUET
9. Alert Disaster Control (Asia)	o Safety and Sea Singapore o Survival. Fire Training.
10. Petrovietnam Safety Training Centre Vung Tau, Vietnam	o Safety and Sea Survival o Fire Training o HUET o HUET
11. PVD Training Vung Tau, Vietnam	o Safety and Sea Survival o Fire Training.

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, a number of the above establishments can be contracted to train CONTRACTOR's Personnel at the Work-Site(s).

LIST OF APPROVED MEDICAL EXAMINERS

1. SOS International Centre
65 Nguyen Du, HCMC, Vietnam.
2. Columbia Saigon Clinic
08 Alexandre de Rhodes, HCMC, Vietnam
3. VSP Medical Centre
Vietsovetro Clinic
5 Area, Tam Thang Ward , HCMC, Vietnam
4. Victoria Health Care
79 Dien Bien Phu, HCMC, Vietnam

APPENDIX VI-3

MONTHLY SAFETY STATISTICS REPORT

**TO: DOMESTIC PETROLEUM OPERATING BRANCH -
PETROVIETNAM EXPLORATION PRODUCTION
CORPORATION LIMITED**

15th Floor, Victory Tower, 12 Tan Trao Street, Tan My Ward, Ho Chi Minh City, S.R. Vietnam

ATTN :

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) <i>= (total LTI cases) x 1,000,000 / (total man-hours)</i>	case per 1,000,000 man- hrs worked	
10	Total Recordable Injury Frequency (TRIF) <i>= (Total Recordable Injuries) x 1,000,000 / (total</i>	TRI per 1,000,000 man-	

	<i>man-hrs)</i>	hrs worked	
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	
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 recognised 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

$$\text{LTIFREQUENCYRATE} = \frac{\text{No. of LTA} * 1,000,000}{\text{Man-hours Worked}}$$

$$\text{LTISEVERITYRATE} = \frac{\text{No. of Days Lost} * 1,000,000}{\text{Man-hours Worked}}$$

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. Electrocutation
- 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

HEALTH	SAFETY	ENVIRONMENT
--------	--------	-------------

Floating Drill Vessels

- A. Capsize (stability)
- B. Fire/ Explosion
- C. Collision
- 1. Drownings
- 2. FPSV

Passing Vessels (Collision)

- D. Fishing
- E. Submarine

Aircraft Crash

- F. Helicopter Crash
 - Sea ditching
 - Landing/ take-off

Falling Objects

- G. Cranes (supplies)
- H. Drilling Derrick (pipe)
- I. Maintenance

EXHIBIT VII
BANK GUARANTEE FORMAT

M
TH

Letterhead of Bank

BANK GUARANTEE

TO CONTRACT No. [...] DATED

TO : PVEP-POC

ADD:

Dear Sir, Issuing date: [.....]

Re: Our **BANK GUARANTEE** No.[...]for USD/ VND [.....]

We have been informed that you (hereinafter called CLIENT) have concluded a Contract No. _____(hereinafter called CONTRACT) with (insert the name of the company) (hereinafter called CONTRACTOR) for the Supply of and according to the CONTRACT, CONTRACTOR is required to provide you with a BANK GUARANTEE by a first class Bank in the amount up to US \$ (United States Dollars) which is ten percent (10%) of the total CONTRACT PRICE.

In consideration of the above, we (name of the Bank), waiving all rights of objection and defence arising from the principal debt, hereby irrevocably and unconditionally undertake to pay immediately to you upon your first written demand stating that CONTRACTOR has failed to fulfill wholly or partly its contractual obligations under the said CONTRACT, any amount or amounts as specified by you up to a total of US\$ (United States Dollars) without the requirement for you to prove or to show grounds or reasons for your demand or the amount specified.

The payment under this BANK GUARANTEE shall be made by ourselves without any deductions for fees and free of any taxes, imports, levies or duties present or future of any nature within _____ (name of the country).

This BANK GUARANTEE is effective from its issuing date first above written, and valid up to the expiration of the WARRANTY period as stipulated in Article heads as WARRANTY of the CONTRACT plus thirty (30) days.

This BANK GUARANTEE is subject to the Uniform Rules for Demand Guarantee of the International Chamber of Commerce (*Publication No. 458*) and shall be governed by and construed in accordance with the Laws of S.R.Vietnam.

(Name of Bank)

By:

Title:

(Authorized signature with stamp of Bank)

EXHIBIT VIII
PERFORMANCE GUARANTEE FORMAT
(NOT APPLICABLE)

Handwritten initials/signature

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 Contract.

Except as provided below, CONTRACTOR shall not proceed with any change prior to receipt of a Change Order, unless authorised in writing by the CLIENT's Contract Administrator.

The procedure for handling and issuing Change Orders shall be as follows:-

- IX-1 Should CLIENT desire any change to the CONTRACT Equipment, it shall advise CONTRACTOR of said request. CONTRACTOR shall, upon request from CLIENT, provide CLIENT within fourteen (14) 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 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 shall be numbered sequentially.
- IX-3 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 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

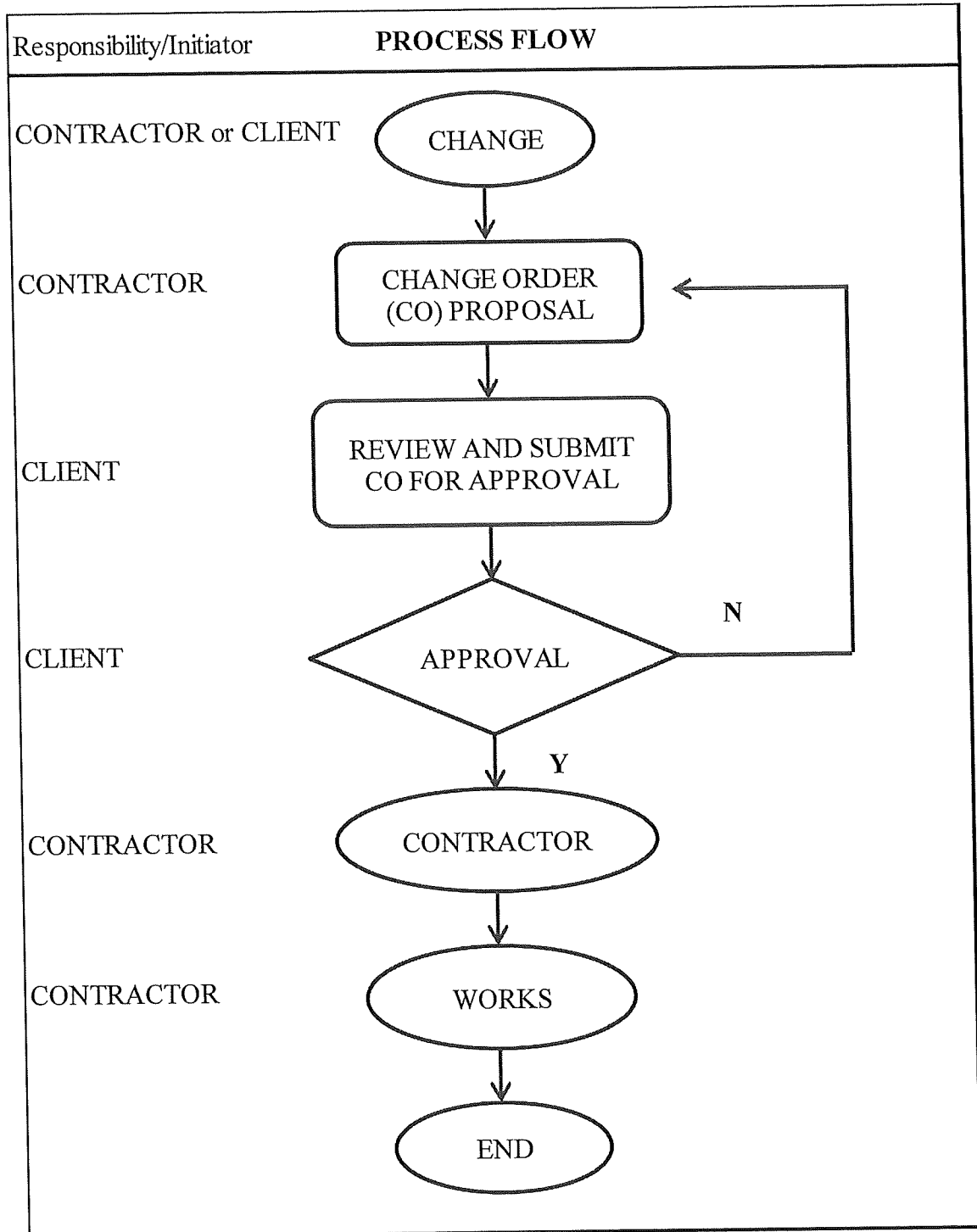
submit a Change Proposal giving its firm price for the change. If the firm price quoted in the Change Proposal is more than that quoted in the "Preliminary Change Order", CONTRACTOR shall furnish CLIENT with the reasons for the differences. Upon agreement of the Parties on the firm price, a Change Order shall be issued as outlined in **EXHIBIT IX**.

END OF EXHIBIT



APPENDIX IX-3

APPROVING AND ISSUING OF CHANGE ORDER



mu

DR

EXHIBIT X
INVOICE PROCEDURES AND ADMINISTRATION GUIDELINES

[Handwritten mark]

[Handwritten mark]

INVOICE PROCEDURES AND ADMINISTRATION GUIDELINES

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>
X -1.0	INVOICING PROCEDURES
X -2.0	RELEASE ORDER
X -3.0	CONTRACT CLOSURE
 <u>APPENDICES</u>	
APPENDIX X -1	SPECIMEN FORM OF INVOICE
APPENDIX X -2	BILLING STATEMENT
APPENDIX X -3	WORK ORDER REQUEST
APPENDIX X -4	WORK ORDER PROPOSALS
APPENDIX X -5	RELEASE ORDER
APPENDIX X -6	CONTRACT CLOSURE LETTER
APPENDIX X -7	CONTRACT CLOSURE CERTIFICATE

INVOICE PROCEDURES AND ADMINISTRATION GUIDELINES

X -1.0 INVOICING PROCEDURES

- X-1.1 Invoices for WORKS performed shall be submitted in the invoicing format given in **APPENDIX X-1** together with a copy of the Billing Statement per **APPENDIX X-2** for every invoice submission. The statement shall reflect the total amount previously billed the current month billing and the total cumulative amount billed to date.
- X-1.2 Invoices shall be submitted to the following address:-
PVEP POC
15th Floor Petroland Tower, 12 Tan Trao Street, Tan My Ward,
Ho Chi Minh City
Attn: **Manager, Finance and Accounts**
- X -1.3 Invoices shall be submitted as per rates in **EXHIBIT IV – CONTRACT PRICE AND DERECIATION SCHEDULE** in accordance with **ARTICLE 7** entitled "Invoicing and Payment" of the **TERMS & CONDITIONS**.
- X -1.4 All invoices shall be prepared on CONTRACTOR's letterhead. The letterhead shall include the name of the company, current address, telephone and facsimile numbers.
- X -1.5 All invoices must indicate the following information but not limited to **CONTRACT** title and number, invoices number and date, location (well and rig name) where **SERVICES/WORK** are performed.
- X -1.6 Debit Invoice and Credit Invoice shall be numbered differentially to distinguish between them.
- X -1.7 No payment instruction which conflict with this **CONTRACT** shall be shown on the invoices. If any such conflict exists, the **CONTRACT** shall govern.
- X -1.8 All invoices are to be submitted in two copies (one original and one duplicate copy) both complete with relevant supporting documents and properly stamped to distinguish between original and duplicate.
- X -1.9 All invoices must be verified and signed by CONTRACTOR's **CONTRACT Administrator** designated in **ARTICLE 18**.
- X -1.10 When invoices have been found to be undelivered, the **CONTRACTOR** shall submit certified true copies of the invoices and supporting documents duly signed by the **CONTRACTOR's CONTRACT Administrator** designated in **ARTICLE 18**.
- X -1.11 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 rig.
- X -1.12 Billing shall be supported by verifiable milestone or time sheets (for monthly rate) approved by **CLIENT's Representative**. All other reimbursable cost are to be supported by appropriate cost summary sheets and verified by **CLIENT's Representative**.

X -2.0 RELEASE ORDER

- X-2.1 Whenever CLIENT requires work from CONTRACTOR, it shall issue to CONTRACTOR a Work Order Request as outlined in **APPENDIX X-3** inviting the Contractor to submit a proposal based on specific scope of work.
- X-2.2 CONTRACTOR shall submit its proposal to CLIENT all in accordance with **APPENDIX X-4** headed Work Order Proposal hereof.
- X-2.3 The terms and conditions for the Release Order (in the form given in **APPENDIX X-5**) shall be the terms and conditions as contained in the contract.

X -3.0 CONTRACT CLOSURE

CONTRACTOR shall submit to CLIENT a "CONTRACT CLOSURE LETTER" and "CONTRACT CLOSURE CERTIFICATE" as per format in **APPENDIX X-6** and **APPENDIX X-7**, respectively at the end of the duration of the CONTRACT.

APPENDIX X -1

SPECIMEN FORM OF INVOICE

TO : PVEP-POC, 15th FLOOR
PETROLAND TOWER, 12 TAN
TRAO STREET, TAN MY WARD,
HO CHI MINH CITY

CONTRACTOR current
address, telephone and
facsimile numbers.

ATTN : Finance 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 itemised in accordance with the rates
set forth in the CONTRACT.

Total amount of the invoice

CONTRACTOR's Bank and
Account Number as per
ARTICLE 7

Verify and sign by
CONTRACTOR's
CONTRACT Administrator

Name

Date



APPENDIX X -2

PVEP POC
BILLING STATEMENT AS OF _____

Invoice No.	Invoice Date	Invoice Amount	Brief Description of the Invoice	Cumulative Amount	Date of Submission	Amount Paid	Date Paid	Remarks

APPENDIX X -3
WORK ORDER REQUEST

mu

TB

APPENDIX X -4
WORK ORDER PROPOSAL



APPENDIX X -5

RELEASE ORDER

CONTRACTOR

Address: _____

Your vendor number with us:

Release order

RO number/date:

_____ / _____

Contact person/Telephone:

_____ / _____

Our fax number:

Our Reference:

RE: Release Order for the stated items with the following Terms and Conditions.

Terms of payt.: Within 45 days Due net

Currency: USD (United State Dollar)

Item	Quantity	Unit	Descriptions	Unit Price	Net Value

Deliv. Date: _____

Rel. ord. against contract _____ Item _____

Total Order value USD

Accepted by

Approved By

APPENDIX X -6

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 X -7

CONTRACT CLOSURE CERTIFICATE

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

between undersigned CONTRACTOR, _____
(Name of CONTRACTOR)

and _____
(Name of COMPANY)

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, judgements and expenses, including legal costs arising out of or in connections with claims against CLIENT which claims arise of the performance of the WORK 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 WORK including, without limitation, warranties, guarantees and indemnities.

Executed this _____ day of _____ 20 _____.
For and on behalf of (Name of CONTRACTOR)

Signature

Name