

NOTIFICATION ON INVITATION FOR BID

Vietsovpetro has a plan to organize an open international competitive bidding for **Provision of Boiler conversion on FSO VSP-01 (ITB No. DV-1224/25-KT-DA-HC)** (email: dungpv.hq@vietsov.com.vn; Ext.2415).

Vietsovpetro hereby would like to invite all capable bidders to participate the Bidding for this package in accordance with attached herein and summary information as follows:

- Time for selling of the Bidding documents: is from **18th March, 2026** to **09h00, 20th April, 2026** (Local Time, in working hours).
- Bid Closing Time: **09h00, 20th April, 2026** (Local Time). Bid proposal should be delivered to Administration Department, Vietsovpetro's Building, No. 105 Le Loi Street, Ward Vung Tau, Ho Chi Minh City not later than Bid Closing Time.
- The interested Bidders can buy the Bidding documents with non-refundable cost of **VND 500,000.00/set** (in word: *Five hundred thousand Vietnam Dong/set*).

Payment for the Bidding documents shall be made by Telegraphic Transfer to the following Vietsovpetro's account:

Beneficiary:	VIETSOVPETRO
Account No.:	008.100.000001.1
	Vietcombank, Vung Tau Branch
	<i>Payment for Invitation for Bid – Package No. DV-1224/25-KT-DA-HC</i>

- Place of Invitation for Bid issue: *Commercial Department of Vietsovpetro, 105 Le Loi Street, Ward Vung Tau, Ho Chi Minh City, S.R. Viet Nam* (12th Floor, the main building, Tel.: 84-254-3839871/3838662 – Ext.: 2415; email: dungpv.hq@vietsov.com.vn).
- Bidder's people who comes to Vietsovpetro for getting Bidding documents must submit the original record of payment/cash deposit slip evidencing that the payment for Bidding documents have been made by the Bidder to the above mentioned Vietsovpetro's account.
- The Bids shall be opened publicly at Vietsovpetro's office, No.105 Le Loi Street, Ward Vung Tau, Ho Chi Minh City, S.R. Viet Nam at **09h15, 20th April, 2026** and all bidders are invited to participate in the Bid opening at this time.

For further information, please contact:
Commercial Department of Vietsovpetro
Address: 105 Le Loi Street, Ward Vung Tau, Ho Chi Minh City, S.R. Viet Nam
Telephone: +84.254.3839871. Extension: 2415

INVITATION TO BID

Bidding package No. **DV-1224/25-KT-DA-HC**

Title of bidding package: **Boiler conversion on FSO VSP-01**

Name of the project: **Boiler conversion on FSO VSP-01**

Issued on: **18 March, 2026**

Issued including Decision: **918/26-HSMT-PTM/BMĐH**



CONTENTS

Brief description

Abbreviation

PART 1 – BIDDING PROCEDURES

Chapter I. Instructions to bidders

Chapter II. Bidding data sheet

Chapter III. Bid proposal evaluation criteria

Chapter IV. Bidding form

PART 2 – SCOPE OF SERVICES REQUIREMENTS

Chapter V. Scope of services

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

PART 4 – APPENDICES



BRIEF DESCRIPTION

Part 1. BIDDING PROCEDURES

Chapter I. Instructions to bidders

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

Chapter II. Bidding data sheet

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

Chapter III. Bid evaluation criteria

This Chapter includes criteria for evaluation of Bid Proposal.

Chapter IV. Bidding forms

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

Part 2. TECHNICAL REQUIREMENTS

Chapter V. Technical requirements

This Chapter includes scope, progress of services supply, technical requirements, drawing for description the specification of services.

Part 3. TERMS AND CONDITIONS OF CONTRACT AND CONTRACT FORMS

Chapter VI. General Conditions of Contract

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

Chapter VII. Particular Conditions of Contract

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

Chapter VIII. Contract forms

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

Part 4. APPENDICES

- Scope of services;
- Technical requirements;
- Technical evaluation criteria;
- Other technical documents, ... + link for reference (if any).



ABBREVIATION

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



Part 1. BIDDING PROCEDURES
Chapter I. INSTRUCTIONS TO BIDDERS

1. Scope of bid	1.1. Employer as specified in the BDS issues this Invitation to Bid for selection of Bidder to implement bidding package for supplying of services following single-stage one-envelope procedure. 1.2. Title of the bidding package; number, quantity of parts (in case bidding package is divided into many independent parts) belongs to bidding package as specified in BDS. 1.3. Time for implementation of contract as specified in the BDS.
2. Explanation of terms used in bidding	2.1. The Deadline for bid submission is the deadline for submission bids and is specified in the Invitation to Bid. 2.2. Day refers to Gregorian calendar day, including weekends, holidays, and Tet holidays according to the provisions of labor law. 2.3. Time and date is the time and date displayed on the National bidding network (GMT + 7).
3. Source of funds	Source of funding (or method of capital arrangement) for bidding package as specified in BDS.
4. Prohibited acts in bidding	4.1. Offering, giving, receiving or taking a bribe; 4.2. Abusing positions or entrusted power to influence or illegally intervene in bidding process in any form; 4.3. Collusive practice, including: a) Reaching, with or without undue influence, an arrangement or agreement which is designed to let one or more parties to prepare bids for all bidders or to withdraw submitted bids so that one of them will win the bid; b) Reaching an arrangement or agreement on refusal to supply goods or services, or subcontract, or reaching other agreements to limit competition so that one party will win the bid; c) A bidder or investor with appropriate qualifications and experience has submitted a bid and meets the requirements laid down in the Invitation to Bid but deliberately refuses to provide additional documents proving their capacity and experience at the Vietsovpetro's request for clarification of the bid or verification of their submitted documents with the aim of facilitating one party's winning of the bid. 4.4. Fraudulent practice, including: a) Forging or falsifying information and/or documents used in bidding; b) Deliberately providing information and documents which are not accurate or objective in bids or proposals with the aim of falsifying the contractor selection result. 4.5. Obstructive practice, including: a) Destroying, deceiving, altering or concealing of evidence or making false statements; threatening, harassing or intimidating any party to



	prevent the verification or investigation into a corrupt, fraudulent or collusive practice made with a supervision, inspection or audit authority; b) Obstructing the competent person, employer, Vietsovpetro, bidders in the course of contractor selection; c) Impeding competent authorities' rights of supervision, inspection or audit of bidding activities; d) Deliberately making false complaints, denunciations or petitions with the aim of impeding bidding process; e) Acts of violation against laws and regulations on cybersecurity and safety intended to intervene or impede the online bidding process. 4.6. Inequality and non-transparency, including: a) A bidder of a package or investment project is also Vietsovpetro or employer or takes charge of performing tasks of Vietsovpetro or employer of that package or investment project, violating against the regulations stated in Point 5 ITB; b) A person or entity concurrently engages in the preparation and appraisal of Invitation to Bid, or RFP of the same package or investment project; c) A person or entity concurrently engages in the evaluation of bids or proposals and the appraisal of the contractor selection result of the same package or investment project; d) A person who is working for Vietsovpetro/employer directly engages in the contractor selection, or acts as a member of the expert team or appraising team in charge of appraising the contractor selection result, or is a competent person or head of Vietsovpetro/employer, for a package or investment project for which his/her family relative, as defined in the Law on enterprises, directly submits a bid or acts as the legal representative of a bidder; e) A bidder submits a bid for a procurement, construction or non-consulting service package for which the bidder is also acting as a consultant on preparation, verification and appraisal of cost estimate, technical design, building drawings and designs, front-end engineering design (FEED); preparation and appraisal of Invitation to Bid; evaluation of bids; inspection of goods; appraisal of contractor selection result; supervision of contract execution; f) A person acts as a bidder for a package of a project or investment project of Vietsovpetro or employer for which he/she worked and held the executive or managerial position within 12 months from the date of his/her resignation therefrom; g) A supervision consultant also acts as the inspection consultant of the same package. 4.7. Unauthorized disclosure of the following information and documents on the contractor selection: a) Contents of Invitation to Bid before they are issued as prescribed; b) Contents of Bids, notebooks, minutes of bid evaluation meetings, comments and evaluations for each Bids before publishing contractor
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	selection result; c) Content of request for clarification of Bid proposals of Vietsovpetro and responses of bidders during the evaluation process of Bid proposals before publishing the contractor selection result; d) Report of Vietsovpetro, report of the expert group, appraisal report, report of consulting bidder, report of relevant professional authorized organization during the contractor selection process before publishing the contractor selection result; e) The contractor selection result before it is disclosed as prescribed; f) Other documents in the contractor selection process, which are stamped confidential according to the provisions of Regulation No. VSP-000-TM-238. 4.8. Illegal transfer of awarded contract: The contractor transfers to other contractor(s) a volume of tasks of the package worth more than 10% of package value; or worth less than 10% of package value but more than 02 million USD (after deducting the work part of the subcontractor's responsibility as declared in the contract), calculated on the signed contract price.
5. Eligibility of bidders	A bidder that is an organization shall be deemed to be eligible if complying the following requirements: a) It is required to have registration and operational license granted by the competent government body of the country in which it is operating. b) It must keep independent accounting records; c) It is not undergoing dissolution process or subject to revocation of enterprise registration certificate, cooperative/cooperative union/artel registration certificate; is not facing insolvency as prescribed by the law on bankruptcy; d) It must ensure competitiveness in bidding as prescribed in BDS; e) It is not being prohibited from participating in bidding; f) It is not liable to criminal prosecution; g) It is not the state of temporary suspension, termination of participation in National bidding network; h) Its name is registered on National bidding network before the grant of approval for contractor selection result as prescribed in BDS.
6. Contents of Invitation to Bid	6.1. The Invitation to Bid consists of Parts 1, 2, 3 and 4 accompanied with documents of Bid Proposal amendment as specified in ITB 7 (if any) including as follows: Part 1. Bidding procedures: - Chapter I. Instructions to Bidders (ITB); - Chapter II. Bidding Data Sheet (BDS); - Chapter III. Bid Proposal Evaluation Criteria; - Chapter IV. Bidding Forms. Part 2. Technical Requirements: - Chapter V. Technical Requirements. Part 3. Conditions and Forms of Contract This Part includes terms, conditions, data and forms that constitute the

	complete contract. Part 4. Appendices 6.2. Vietsovpetro is not responsible for the preciseness, completeness of the Invitation to Bid, explanation for clarification documents, minutes of pre-tender conference (if any) or amendment of Invitation to Bid as prescribed in ITB 7 if these documents are not obtained from Vietsovpetro. In case of any contradiction, documents issued by Vietsovpetro shall prevail for consideration and evaluation. 6.3. The bidder is expected to examine all instructions, forms, supply requirements and other requirements in the Invitation to Bid, including the contents of amendment, clarification of the Invitation to Bid, the minutes of the pre-bid conference (if any) for preparation Bid Proposal including all information or documentation as required by the Invitation to Bid.
7. Clarification, amendment of Invitation to Bid	7.1. The amendment of the Invitation to Bid shall be made as prescribed in BDS prior to the deadline for bid submission by issuing the written documentation for amendment in accordance with the methods as prescribed in BDS. To give bidders reasonable time in preparing their Bid proposal, Vietsovpetro may, at its discretion, extend the deadline for bid submission. 7.2. Any bidder who needs clarification of the ITB shall send a written request to Vietsovpetro in a minimum period of time as prescribed in the BDS prior to date of deadline for bid submission in order that Vietsovpetro shall take consideration. After receiving the written request for clarification by the deadline, Vietsovpetro shall make a written clarification response in a minimum period of time as prescribed in BDS, that specifying clarification content request without specifying the name of the requesting bidder, and send it to every bidder who have received the ITB from the Vietsovpetro. If the clarification leads to amendment ITB, Vietsovpetro shall amend the ITB in accordance with ITB 7.1. 7.3. If necessary Vietsovpetro hold pre-bidding conference to discuss the contents in Bidding Document in which the bidders are unclear as stipulated in BDS. Vietsovpetro shall send an invitation to the pre-bidding conference to all bidders who have received the Invitation to Bid and post it on the System. The discussion shall be formally recorded as minutes of clarification which shall be sent to all bidders who have bought or acquired Invitation to Bid from Vietsovpetro. 7.4. In case the Invitation to Bid is required to be modified after the pre-tender conference, Vietsovpetro shall issue a written document for amendment as specified in ITB 7.1, minutes of pre-bidding conference is not the amendment of Invitation to Bid. 7.5. No participation in pre-bidding conference or without a confirmation letter that bidder having participated in pre-bidding conference is not the reason to reject the Bid proposals' bidder.
8. Cost of bidding	The bidder shall bear all costs associated with the bidding process (the preparation and submission of its Bid Proposal). Vietsovpetro shall not be liable for those cost under any circumstances. Cost of bidding as specified in the BDS.
9. Language of Bid Proposal	The bid proposal, as well as all correspondence and documents relating to the bid proposal exchanged by the bidder and Vietsovpetro, shall be written in English. Any supporting documents in bid proposal can be written in other languages and concurrently attached with translation in

	English. In case of no translation, if necessary, Vietsovpetro may ask bidder for supplementation of documents.
10. Documents comprising the bid proposal	The Bid Proposal consists of the following: 10.1. Application for bidding in accordance with ITB 11; 10.2. Consortium agreement in case the bidder is Consortium in accordance with Template No. 3, Chapter IV – Bidding forms; 10.3. Bid Bond, in accordance with ITB 18; 10.4. Proof documents for eligibility of bidder in accordance with ITB 5; 10.5. Proof documents for eligibility of signatory under the Application for bidding, in accordance with ITB 20.3; 10.6. Proof documents for capacity and experience of bidder, in accordance with ITB 16; 10.7. Technical proposals and proof document for service qualification, in accordance with ITB 15; 10.8. Financial proposals and price schedules with full information, in accordance with ITB 11 and 13; 10.9. Proposals of technical alternatives, in accordance with ITB 12 (if any); 10.10. Other contents as specified in BDS.
11. Application for bidding form and price schedules	The application for bidding form and respective price schedules shall be prepared using the relevant forms furnished in Chapter IV, Bidding Forms.
12. Proposals of Technical alternatives	12.1. In case Invitation to Bid stipulates in BDS for probability of technical alternatives, then those technical alternatives shall be considered and evaluated. The bidder is required to clearly state the main offer and the alternative offer in the bidding proposal. 12.2. Technical alternatives are only considered when main solution meets requirements and bidder is ranked first. In this case, bidder shall provide all information necessary for evaluation of the alternatives by Vietsovpetro, including notes, drawings, technical specifications, progress of supply and other relevant information. The evaluation of technical alternatives in accordance with Section 5 Chapter III – Bid Proposal Evaluation criteria.
13. Bidding prices and discounts	13.1. Bidding price stated in the Application for bidding and in the bidding price tables with discounts must comply with the regulations as specified in this Section: a) The bidding prices means the price stated in Application for bidding, including all costs for implementation of bidding package (not including discounts) as prescribed in Part 2 – Technical Requirements. b) In case the bidding packages is not divided into independent parts, on condition that bidder offers discount, this can be offered directly in Application for Bidding or put in separate letter for discount. Bidder has to specify the content of discount and details of discount allocation into specific items in columns of “List of goods”, “Services description”. In case details are not provided, the discount is assumed to apply uniformly for all items in the columns of “List of goods”, “Services description”. Letter for discount (if any) can be submitted with Bid Proposal or separately provided that Vietsovpetro receive prior to Deadline for bid submission. c) Bidder shall submit Bid Proposal for all work described in ITB 1.1 and offer unit prices, extended amount for work specified in columns of “List

	of services”, “Services description” in accordance with respective template prescribed in Chapter IV – Bidding forms. In case columns “Unit price” and “Extended amount” are not offered or offered “0”, it is assumed that bidder allocates prices of these goods and services into others prices of those in bidding package, bidder is responsible to provide goods, services in accordance with requirements of Invitation to Bid and not receive payment from Vietsovpetro during implementation of contract. Bidder is required to offer prices in each Price schedules. 13.2. In case bidding package is divided into independent parts and bidder is allowed bidding in each part specified in BDS, bidder is able to bid for one or many parts of bidding package. Bidder has to bid all work of such part which the bidder attends. Should the bidder offer discount, bidder shall specify details and prices of discount in each part as per ITB 1.2. 13.3. The bidder shall be responsible for the bidding price quoted to perform and complete the work in accordance with the requirements as stated in the Invitation to Bid. In case the bidder offer a low unit price in abnormal manner which affecting to the quality of the bidding package, the Vietsovpetro may require the bidder to clarify the feasibility of such abnormal unit price. 13.4. Bidder’s bidding price quoted shall include all taxes, fees and charges (if any) in response to tax rates, expenses, fees at the time of 28 days prior to the stipulated deadline for bid submission. In case bidders announce bidding prices not including taxes, fees, charges (if any), bidders’ Bid Proposal shall be rejected. 13.5. Bidders offer the bidding price as stipulated in BDS.
14. Currencies of Bid and Payment	14.1. The currency of the bid shall be offered in VND/USD/EUR. Cost incurred inside Vietnam shall be offered in VND. Cost incurred outside Vietnam shall be offered in VND/USD/EUR. Bidders have to offer by only one currency for a specific work. In case bidding price is offered in foreign currency, bidder has to prove that the respective work has been using foreign currency. 14.2. The currency of payment for work items shall correspond with the currency of bid for those items. Domestic costs are only paid in VND. 14.3. The currency for conversion of different bidding prices from various currencies into unique currency for evaluation and comparison is: VND/USD applying the selling rate stated by Vietcombank on the date when the bid is closed. If all bidding prices are in foreign currency, then bid evaluation and comparison shall be done in USD. In the event that one of bidding prices is in VND, then bid evaluation and comparison shall be done in VND. 14.4. Without prejudice to any terms mentioned above and relevant applicable laws, contract currency for domestic bidders shall be in VND, applying the selling rate stated by Vietcombank on the date when the bid is closed.
15. Documents establishing the conformity of the technical specifications and standards	15.1. To establish the eligibility of the services in accordance with Invitation to Bid, the bidder shall furnish as part of its Bid Proposal the documentary evidence that the services conform to the technical specifications and standards specified in Chapter V – Scope of services. 15.2. Standards for service supplying specified by Vietsovpetro in the Chapter V – Scope of services, are intended to be descriptive only and not restrictive. The bidder may offer other standards of quality for service,

	provided that it demonstrates, to Vietsovpetro's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Chapter V – Scope of services.
16. Documents establishing the capacity and experiences of the bidder	16.1. The bidder shall provide necessary information in templates in Chapter IV – Bidding Forms in order to demonstrate capability and experiences for performance of contract as specified in Chapter III – Bid Proposal evaluation criteria. The bidder shall prepare original documents for verification if Vietsovpetro requires. In case application of pre-qualification, if there are changes in capacity and experience when submitting the bid proposal in comparison with the information in the evaluated pre-qualification documents, the bidders must update their capability and experience; in case there is no change in bidders' capacity and experience, the bidders must send a written commitment that they still satisfy the bidding package's requirements. 16.2. The documentary evidence of the bidder's capacity to perform the contract if its bid proposal is accepted. 16.3. If pre-qualification has been applied to a bidding package, if there is a change in the contractor's capacity and experience when submitting the Bid Proposal and participating in the pre-qualification, their capacity and experience must be updated.
17. Period of validity of Bid Proposal	17.1. Bid Proposal shall remain valid not shorter than the period specified in the BDS. Bid Proposal with shorter validity period shall not be considered and evaluated by Vietsovpetro. 17.2. In exceptional circumstances, prior to the expiration of the bid proposal's validity period, Vietsovpetro may request bidders to extend the period of validity of their Bid Proposal. The Bid Bond as also requested shall be extended for 30 days beyond the deadline of the extended validity period. If a Bidder refuses to extend its Bid Proposal validity as required, the Bid Proposal shall not be further considered and the Bid Bond shall be returned to bidder. The bidder have accepted Vietsovpetro's extension request shall not be permitted to modify any contents of its Bid Proposal, except for the extension of the validity of the Bid Bond. The extension request and acceptance or non-acceptance shall be show in writing.
18. Bid Guarantee	18.1. When attending the bid, prior to deadline for bid submission, the bidder shall implement bid guarantee and attach it to Bid proposal under the following forms: a) A form unconditional guarantee issued by a bank or financial institution which is legally operating in Vietnam or foreign bank branches established under Vietnamese law in accordance with ITB 18.2; b) Or pay a deposit or bank transfer to VSP's account as specified in BDS 18.2; c) Or submit a certificate of surety bond insurance issued by a domestic non-life insurer or branch of a foreign non-life insurer duly established under the law of S.R. Vietnam. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Bond Forms - 04(a) or 04(b) included in Chapter IV - Bidding Forms or in another substantially similar format with full basic contents of Bid Bond. In case the validity of Bid proposal is extended as specified in ITB 17.2, the Bid bond's validity shall be accrodingly extended. In case of consortium bidder, all partners of consortium shall implement the same form of Bid bond.

	In case of Consortium, the Bid Bond shall comply with one of the following: a) Each Consortium partner shall provide a separate Bid Bond; however, the aggregate amount of Bid Bond submitted by all Consortium partners is not less than the required amount specified in ITB 18.2. If the Bid Bond of any Consortium partner is determined to be invalid, the bid of the Consortium shall not be considered and evaluated further. If any Consortium partner is in breach of the rules resulting in without return of Bid Bond in accordance with ITB 18.5, then bid securities of all Consortium partners shall not be returned. b) All partners of the Consortium shall nominate one partner to arrange a single Bid Bond for itself and all other partners in the Consortium. In this case, the Bid Bond shall be in the name of the Consortium or the name of the partner who arranges the Bid Bond for the entire Consortium provided that the total amount is not less than the required amount in BDS of ITB 18.2. If any Consortium partner is in breach of the rules resulting in without return of the Bid Bond in accordance with ITB 18.5, the Bid Bond shall not be returned. 18.2. Amount, currency and valid period of the Bid Bond shall be as specified in the BDS. 18.3. The Bid Bond shall be considered illegitimate in one of following cases: having lower value, with shorter valid period as specified in ITB 18.2, incorrectly states the name of the beneficiary not original and without legitimate signature, signed before Vietsovpetro issues the Invitation to Bid or accompanied with adverse condition for Vietsovpetro (including not fully committed with content of the Bid Bond Forms – 04A, 04B, 04C in Chapter IV). In case of using a letter of guarantee or certificate of insurance, the letter of guarantee or certificate of insurance must be provided, signed and stamped (if applied) by one of the following: a lawful representative of a domestic credit institution, a branch of a foreign bank established under Vietnamese law, a domestic non-life insurance enterprise, a branch of foreign non-life insurance enterprise established under Vietnamese law. In case of using a letter of guarantee (of deposit/transfer to Vietsovpetro's account), the letter must be signed and stamped by the legal representative of the contractor. 18.4. Unsuccessful bidder shall be returned or released the Bid Bond in the maximum duration specified in the BDS since the date for notification of result of selecting bidder. For successful bidder, the Bid Bond shall be returned or released after the bidder furnishes the contract performance guarantee. 18.5. The Bid Bond shall not be returned in one of following cases: a) After the deadline for bid submission and during the validity period of the bid, the bidder withdraws their bid or gives a written refusal to perform one or some tasks proposed in their bid in accordance with the requirements laid down in the Invitation to Bid; b) The bidder performs any of the prohibited acts specified in Point 4 ITB or commits violations of the bidding law resulting in bid cancellation as prescribed in Point 32 ITB; c) The successful bidder fails to furnish the required performance security as prescribed Point 37 ITB; d) The first ranked contractor is invited to negotiate the Contract. Within seven (07) days from the date of receipt of the invitation to negotiate the
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	contract from Vietsovpetro, the bidder does not come to negotiate or refuses to negotiate the contract or offers conditions different from the contents. content in the Bid proposal or withdrawing commitments in the Bid proposals leading to unsuccessful contract negotiations, the Bid bond shall be not returned to bidder, except in cases of force majeure; e) The bidder fails or refuses to complete the contract within twenty (20) days from the date of receipt of notification of Bid award from Vietsovpetro, except in cases of force majeure; f) The bidder refuses to sign the contract within ten (10) days from the date of completion of the contract, except in cases of force majeure. 18.6. In case the bidding package is divided into a number of independent parts, Bidder can choose Bid Bond for individual part or combination of parts as follows: a) Bid Bond for all parts/ combination of parts, value of Bid Bond should be equal to Sum of Bid Bond value with respective parts. In case that value of Bid Bond is less than Sum of those Bid Bond value with respective parts, Vietsovpetro has the right to decide Bid Bond is used for which part of package attended by Bidder. b) Bid Bond for individual part attended by Bidder. In case that Bidder violates and the Bid Bond shall not be returned as per ITB 18.5, non returned value of Bid Bond is calculated on the part that Bidder violates.
19. Deadline for bid submission	19.1. The deadline for bid submission is the time specified in the BDS. 19.2. Vietsovpetro may at its discretion, extend the deadline for the submission of Bid Proposal by amending the Invitation to Bid in accordance with ITB 8, in which case all rights and obligations of Vietsovpetro and bidders previously subject to the deadline shall thereafter be subject to the new deadline as extended. 19.3. The bidder submits directly or delivers the Bid Proposal to Vietsovpetro address provided that it arrives before deadline for bid submission specified in the BDS. Vietsovpetro receives Bid Proposal of all bidders before deadline for bid submission, including the case bidder has not bought or received the Invitation to Bid from Vietsovpetro. For such case, the bidder shall submit the remittance, evidencing the transfer of monetary amount accounting for selling price of bidding document at the moment of submission of Bid Proposal, but must be ensured before the deadline for bid submission. 19.4. The method of purchasing and submitting Bid Proposal is specified in the BDS. 19.5. Vietsovpetro may at its discretion, extend the deadline for the submission of Bid Proposal by amending the Invitation to Bid in accordance with ITB 7.3, in which case all rights and obligations of Vietsovpetro and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. 19.6 Vietsovpetro shall not consider any bid proposal that arrives after the deadline for bid submission. Any bid proposal received by Vietsovpetro after the deadline for bid submission shall be declared late, rejected, and returned unopened to the bidder.
20.Submission, withdrawal, substitution and	20.1. The bidder shall prepare Bid Proposal comprising: one original as specified in ITB 10 and some copies with amount mentioned in the BDS. The cover of dossier shall be marked clearly “ORIGINAL OF BID

amendment of Bid Proposal	PROPOSAL”, “COPY OF BID PROPOSAL”. In case of amendment, alternative of Bid Proposal, the bidder shall prepare one original and some copies of dossier with amount specified in the BDS. The cover of dossier shall be marked clearly “ORIGINAL OF AMENDED BID PROPOSAL”, “COPY OF AMENDED BID PROPOSAL”, “ORIGINAL OF ALTERNATIVE”, “COPY OF ALTERNATIVE”. In case of technical alternative in the Bid Proposal specified in ITB 12, the bidder shall prepare one original and some copies with amount mentioned in BDS. The cover of dossier shall be marked clearly “ORIGINAL OF TECHNICAL ALTERNATIVE”, “COPY OF TECHNICAL ALTERNATIVE OPTION”. 20.2. Bidders shall be responsible for the appropriateness of the copies compared to the original. In case of deviation between original and copy but without changing the bidder ranking, the original shall be used for evaluation. In case of deviation between original and copy leading to different results in evaluation of original and the copy, and resulting change in the bidder ranking, the Bid Proposal of that bidder shall be rejected. 20.3. The original of Bid Proposal shall be typed, printed with inerasable ink, with continuous page numbers. The application for bidding form letter, letter of discount (if any), supplementary documents, clarifying the Bid Proposal, price offer list and other forms in Chapter IV – Bidding forms shall be signed and stamped by the bidder's legitimate representative or the bidder's legitimate attorney (if any), in case of attorney, letter of attorney specified in Template 02, Chapter IV – Bidding forms or certified copy of company charter, decision on establishment of branch or other documents to demonstrate power of attorney shall be submitted with the Bid Proposal. 20.4. In case of Consortium bidders, Bid Proposal shall be signed by legal representative of all partners in Consortium or legal partner representing Consortium bidders according to Consortium agreement. In order that all partners of Consortium to be legally bound, Consortium agreement must be signed by legal representatives of all partners of Consortium. 20.5. Any words added, written between lines, erased, overwritten shall only be deemed legitimate if having signature nearby or in that page of signatory on the application for bidding letter. 20.6 The envelope of Bid Proposal comprises of original and copies, duly marking “BID PROPOSAL”. In case of amendment, alternative of Bid Proposal, then the amended, alternative document (including original and copies) shall be placed in separated envelopes other than the envelope for Bid Proposal, clearly marking “AMENDMENT OF BID PROPOSAL”, “ALTERNATIVE BID PROPOSAL”. In case the bidder proposes an alternative technical plan, the entire alternative technical plan, including technical proposals and price proposals, must be contained in separate envelopes from the Bid Proposal envelope, the outside must clearly state "PROPOSED ALTERNATIVE TECHNICAL OPTION".
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	The envelopes: for Bid Proposal; amended Bid Proposal, proposed alternative technical options (if any) must be sealed. Sealing method is according to the bidders' own regulations. 20.7. The envelopes shall: - bear the name and address of the bidder; - be addressed to Vietsovpetro in accordance with BDS; - bear title of bidding package in accordance with ITB 1.2; - bear a warning “not to open before the time and date for bid opening”. 20.8. The bidder shall be responsible for aftermath or disadvantages if is not in accordance with this Invitation to Bid such as not sealing or losing seal of Bid Proposal during delivery to Vietsovpetro, not marking right information on envelopes of Bid Proposal as specified in ITB 20.6 and ITB 20.7. Vietsovpetro shall not be responsible for confidentiality of information in Bid Proposal if the bidders do not comply with above requirements. 20.9. Vietsovpetro shall not consider any Bid Proposals submitted after the Deadline for bid submission. Any Bid Proposals received by Vietsovpetro after the Deadline for bid submission shall be declared late submission, be rejected and be returned unopened to the Bidder. 20.10. After submitting the Bid Proposals, the Bidders may amend, replace or withdraw the Bid Proposals by sending a written notice signed by the bidder's legal representative, in case of attorney, a power of attorney letter must be enclosed as prescribed in ITB 20.3. Dossier for amendment or replacement of Bid Proposal must be enclosed with a written notification of the corresponding amendment, replacement and must ensure the following conditions: - Being prepared by the Bidders and being submitted to the Vietsovpetro in accordance with ITB 20, the dossier containing the notification must be clearly stated "AMENDMENT OF BID PROPOSAL" or "SUBSTITUTION OF BID PROPOSAL" or "WITHDRAWAL OF BID PROPOSAL "; - Being received by Vietsovpetro before the Deadline for bid submission as stipulated in ITB 19. 20.11. The Bid Proposals which the bidder requests to withdraw in accordance with ITB 20.10 shall be returned unopened to the bidder. 20.12. The Bidder is not allowed to modify, replace or withdraw the Bid Proposal after the Deadline for bid submission until the expiration of the Bid Proposal's validity as stated in the application for bidding form letter or until the expiration of the extended validity of the Bid Proposal.
21. Bid opening	21.1. Except in the cases specified in ITB 20, Vietsovpetro shall publicly open and read out, clearly information in accordance with ITB 21.3 of all Bid Proposal received before the deadline for submission of bids. The bid opening shall take place publicly at time and place specified in the BDS in the presence of bidders and representatives of related organizations. The bid opening does not depend on presence or absence of bidders' representatives attending the bid. 21.2. In case bidder requests withdrawal or substitution of Bid Proposal, Vietsovpetro shall firstly open and read out clearly information in



	envelope of which outer notification marks “WITHDRAWAL OF BID PROPOSAL”, the envelope of Bid Proposal of bidder with request for withdrawal shall remain sealed and be returned unopened to Bidder. Vietsovpetro shall not accept the Bidders' withdrawal of the Bid Proposal and still open such the Bid Proposal if the written notice of "Withdrawal of Bid Proposal" does not include documents providing that the person signing such documents is the bidder's legal representative and must be publicly announced during the bid opening. Next, Vietsovpetro shall open, read out clearly information in envelope of which outer notification marks “SUBSTITUTION OF BID PROPOSAL” and this shall be replaced with the previous. This previous shall not be opened and be returned unopened to bidder. Vietsovpetro shall not accept the bidder to replace the Bid Proposal if the written notice of Bid Proposal replacement is not accompanied by documents proving that the person signing the document is the bidder's legal representative and must be made public during the bid opening. For envelope with notification marked “SUBSTITUTION OF BID PROPOSAL”, any attached notification document accompanied with amended Bid Proposal shall be opened, read out clearly. Vietsovpetro shall not accept the bidder to amend the Bid Proposal if the written notice of Bid Proposal’s amendment does not include documents proving that the person signing the document is the bidder's legal representative. Only Bid Proposal opened and read out at the bid opening then shall be considered further and evaluated. 21.3 All the Bid Proposals shall be opened one at a time following the alphabetical sequence of the bidders’ names and sequence below: - Examine the seals; - Open original of Bid Proposal, amendment of Bid Proposal (if any) and read out clearly at least the following information: name of bidder, quantity of originals and copies, bidding price in letter of bid, bidding price in summarized price list, discount (if any), validity of Bid Proposal, date of contract performance, value, validity of Bid Bond and other necessary information. In case bidding package is divided into many independent parts, then bidding prices and discount for each part shall be read out. Only discount read out in bid opening shall be further considered and evaluated; - Representatives of Vietsovpetro shall countersign in original of letter of bid, Bid Bond, summarized price list, letter of attorney of bidder’s legal representative (if any), letter of discount (if any), Consortium agreement (if any). Vietsovpetro shall not reject any Bid Proposal at the bid opening, except for late submission Bid Proposals as specified in ITB 20. 21.4. Vietsovpetro shall prepare a record of the bid opening that shall include information specified in ITB 21.3. The record shall be signed by representatives of Vietsovpetro and bidders attending bid opening. The omission of a bidder’s signature on the record shall not invalidate the contents and effect of the record. The record shall be distributed to all bidders attending the bid.
22. Confidentiality	22.1. Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to bidders or any other persons

	not officially concerned with the bidder selection process until publication of result of bidder selection. Under no circumstances, is the information in Bid Proposal revealed to any other bidders, except for the information that need disclosing during the bid opening. 22.2. Except for the case of enquiries for clarification of Bid Proposal and contract negotiation, bidder is not permitted to contact Vietsovpetro for issues related to bidder's Bid Proposal and other relevant issues of bidding package during the time from bid opening until the result of tendered selection is published.
23. Clarification of Bid Proposal	23.1. After bid opening, the bidder shall be responsible to clarify the Bid Proposal if required by Vietsovpetro, including eligibility, capacity and experiences of the Bidder. In terms of technical, financial proposal in bidder's Bid Proposal, the clarification shall comply with the principle of not changing the basic content of the submitted Bid Proposal and not changing the offered bidding price. 23.2. During the evaluation process, clarification of Bid proposal between Bidders and Vietsovpetro is performed directly in written. 23.3. Clarification of Bid Proposals is only performed between the Vietsovpetro and Bidder whose Bid Proposals need to be clarified. In terms of clarification contents that directly affect evaluation of eligibility, capacity, experiences, technical requirement, financial issues, if period of clarification exceeds deadline and bidder does not submit documentation for clarification or submitted documentation does not comply with requirements of clarification from Vietsovpetro, Vietsovpetro shall evaluate based on the Bid Proposal submitted before deadline for bid submission. Vietsovpetro shall give the Bidder a reasonable period of time to clarify the Bid Proposal. 23.4. In case after deadline for submission of bids, the bidder knowing that the Bid Proposal it has submitted falls short of documents establishing its eligibility, similar contracts, production capacity, financial reports, tax declaration and payment obligations, documents on personnel, specific equipment proposed in its Bid Proposal may provide such evidence to the Procuring entity within a period of time specified in the Bid Proposal. The Procuring entity shall receive, consider and evaluate the bidder's additional and clarifying documents, which shall be considered as part of the Bid Proposal. 23.5. In case of any inconsistencies in the Bid Proposal's content or on the condition that the content is unclear, Vietsovpetro request clarification toward the bidder based on compliance as specified in ITB 23.1. 23.6. In case of doubt about the authenticity of documents provided by the Bidder, Vietsovpetro shall verify with organizations and individuals related to the content of the documents. 23.7. In case the Invitation to Bid requires the commitment, Contract Principles for equipment rental, main material supply, warranty, upkeep and maintenance, but such documents are not enclosed in the Bid Proposals, Vietsovpetro shall request Bidders to clarify their Bid Proposals and supplement documents within an appropriate period of time but not less than 03 working days as a basis for evaluation of Bid Proposals.
24. Deviations, Imposing	The following definitions shall be applied during the evaluation process

conditions and Omission of content	of bidding proposals: 24.1. "Deviation" refers to any differences from the requirements stated in the Invitation to Bid; 24.2. "Imposing conditions" means setting conditions that are restrictive or indicate a partial non-acceptance of the requirements stated in the Invitation to Bid; 24.3. "Omission of content" refers to the contractor's failure to provide some or all of the information or documents as required in the Invitation to Bid.
25. Determination of responsiveness	25.1. Vietsovpetro's determination of a responsiveness of Bid Proposal is to be based on the contents of the bid Proposal itself, as defined in ITB 10. 25.2. A substantially responsive Bid Proposal is one that meets the requirements of the Invitation to Bid without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that: a) if accepted, would affect in any substantial way the scope, quality, or performance of services; limit in any substantial way, inconsistent with the Invitation to Bid, the purchaser's rights or the bidder's obligations under the contract; b) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive Bid proposal that meet the requirement of the Invitation to Bid. 25.3. Vietsovpetro shall examine the technical aspects of the Bid Proposal submitted in accordance with ITB 15 and ITB 16, in particular, to confirm that all requirements of the Invitation to Bid have been met without any material deviation or reservation, or omission. 25.4. If the Bid Proposal is not substantially responsive to the requirements of Invitation to Bid, it shall be rejected; not being allowed to deviations, reservation conditions or omission of basic content in such Bid Proposal with the purpose of making Bid Proposal to be met substantially responsive to the requirements of Invitation to Bid.
26. Nonmaterial mistake	26.1. Provided that a Bid Proposal is substantially responsive, Vietsovpetro may waive any mistakes in the bid proposal that not to be a material deviation, reservation or omission. 26.2. Provided that a bid proposal is substantially responsive, Vietsovpetro may request that the bidder submits the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial mistake in the bid related to documentation requirements. Such mistakes shall not be related to any aspect of the bidding price. Failure of the bidder to comply with the request may result in the rejection of its Bid Proposal. 26.3. Provided that a bid proposal is substantially responsive, Vietsovpetro shall rectify quantifiable nonmaterial mistakes related to the bidding price. To this effect, the bidding price shall be adjusted to reflect the price of a missing or non-conforming item or component; this adjustment is for comparison purposes only.
27. Subcontractor	27.1. Sub-contractors are organizations, individuals signing contracts

	with the bidders to perform related services. 27.2. Requirements of Subcontractors are specified in BDS. 27.3. Sub-contracting will not change the bidder's responsibilities. The bidders shall be responsible for the workload, quality, progress and other responsibilities for the parts of the contract carried out by the subcontractors. Sub-contractors' capacity and experiences shall not be considered in evaluation of the Bidder's Bid proposal. The bidder itself must comply with capacity criteria (no consideration of sub-contractors' capacity and experiences). 27.4. The bidder may sign contracts with sub-contractors according to the list of sub-contractors stated in the Bid Proposal or signing contracts with sub-contractors approved by Vietsovpetro to participate in performing the work. 27.5. The bidders is not allowed to utilize the sub-contractors to carry out the tasks other than the tasks of the subcontractors mentioned in the Bid Proposal; the replacement or addition of sub-contractors other than the list of sub-contractors prescribed in the Bid Proposal shall only be carried out when there is a valid and appropriate reason and is approved by Vietsovpetro; in case sub-contractors are utilized to carry out the tasks other than the tasks listed in the Bid Proposal that using a sub-contractor with a value of 10% or higher (after deducting the work part of the sub-contractor's responsibility) calculated on the contract price signed, as an act of "bid transfer".
28. Bid preferences in the selection of bidder	28.1. Subjects are eligible for bid preferences when participating in international bidding for the provision of non-consultancy services include: - Domestic bidders participate the bidding as an independent bidder or Consortium; - Foreign bidders shall enter into Consortium with domestic bidders and domestic bidders undertake for above 25% of the working value of bidding packages; - Bid preferences are applied during evaluation process for comparing and rating Bid Proposal; - In case all bidders do not receive bid preferences, evaluation and determination of bid preferences shall not be applied. 28.2. Bid preferences calculation is specified in the BDS. 28.3. In case after applying above preferential treatment, if bidding proposals are ranked equally, order of ranking precedence will be: - Goods originating from S.R. Vietnam and Russian Federation; - Services/Job using personnels of S.R. Vietnam and Russian Federation.
29. Bid Proposal evaluation	29.1. Vietsovpetro shall apply evaluation criteria listed in this clause and methods of evaluation are specified in the BDS. Any other criteria and methods of evaluation shall not be allowed. 29.2. Vietsovpetro shall evaluate directly on the bid proposals submitted by the bidder. 29.3. Verify and evaluate eligibility of Bid Proposal: a) The verification and evaluation of eligibility of Bid Proposal as specified in clause 1, Chapter III –Bid Proposal Evaluation criteria; b) Any bidders who have eligibility Bid Proposal shall be further

	considered and evaluated with respect to capacity and experiences. 29.4. Evaluation of capacity and experiences: a) Capacity and experiences are evaluated as specified in clause 2, Chapter III – Bid Proposal Evaluation criteria; b) Bidders with satisfactory capacity and experiences shall be considered and evaluated to examine their technical capability. 29.5. Technical and price-based evaluation: a) Evaluation of technical capability must adhere to the evaluation standards and methods prescribed in Section 3, Chapter III – Bid Proposal Evaluation criteria; b) Bidders who satisfy technical requirements shall be considered to evaluate the price specified in Section 4, Chapter III – Bid Proposal Evaluation criteria. 29.6. After price-based evaluation, Vietsovpetro shall make and approve ranking list of bidders. The bidder ranked at the first position in the bidder's ranking list shall be eligible for the contract negotiation. Ranking of bidders shall be made as prescribed in the BDS. 29.7. In case bidding package is divided into independent parts and bidder is allowed bidding in each part prescribed in ITB 1.2, bid evaluation is carried out with those respective parts of the bidder as prescribed in Section 6, Chapter III – Bid Proposal Evaluation criteria. 29.8. Principle of Bid proposal's evaluation: a) Vietsovpetro evaluate directly based on the bid proposals submitted by the bidder. In case the information committed, declared in the Bid proposal is not truthful, leading to false results of evaluating Bid proposal of the bidder, bidder shall be considered to have committed fraudulent; b) In case there is inconsistency between information of similar contract and supporting documents proving information of such similar contract, Vietsovpetro request bidder to clarify the Bid proposal. In case the contracts declared, enclosed in the Bid proposal that not meeting the requirements of Invitation to Bid or the Bidder does not declare or incompletely declares the similar contracts, Vietsovpetro request the bidder to clarify and supplement the another contract to meet the requirements of the Invitation to Bid within an appropriate period of time but not less than 03 working days. In case the bidder does not have a contract met the requirements of the Invitation to Bid, the bidder shall be disqualified; d) In case the key personnel and key equipment (if any) proposed by the contractor in the Bid proposal not meeting the requirements, Vietsovpetro allow the bidder to supplement or replace. Bidders are only allowed to add or replace each personnel position, equipment once within an appropriate period of time but not less than 03 working days. In case the Bidder does not have the replacement of personnel and equipment that meet the requirements of the Invitation to Bid, the bidder will be disqualified. Under any circumstances, on condition that the Bidder dishonestly declares personnel and equipment, the Bidder is not allowed to substitute other personnel or equipment, the Bidder's Bid proposal shall be rejected and the Bidder shall be considered having committed fraudulent according to regulations in Clause 4, Article 16 of the Bidding
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	Law and shall be subject to be handled according to regulations. đ) For the origin of the goods, in case there is any inconsistency between the declared information and attached documents, Vietsovpetro request clarification of the Bid proposal; e) For contents other than those mentioned in Points a, b, c and d of this Clause, in case there is inconsistency between the information in the original Bid proposal and the copy of the Bid proposal, the information in the original Bid proposal is the basis for review and evaluation; g) At the financial assessment step, in case the Bidder does not declare information in the bid preferences's form for domestically produced goods (for Goods procurement bidding packages) in order that Vietsovpetro have a basis for calculating bid preferences, then Bidder will not receive the bid preferences.
30. Contract negotiation	30.1. Contract negotiation shall be based on the followings: a) Report on evaluation of the Bid Proposal; b) Bid Proposal and bidder's records of clarification of bidding package (if any); c) Invitation to Bid. 30.2. Rules of the contract negotiation: a) Contents of the bidding package that satisfy the requirements of the Invitation to Bid do not need to be negotiated; b) While evaluating Bid Proposal and negotiating contract, if scope of supply/ work, workloads specified in Chapter V – Scope of Supply are insufficient compared to the design documentation, Vietsovpetro will request bidder to add supplement scope for this insufficient part, on the basis of the quoted price; if the Bid Proposal has not provided the unit price, Vietsovpetro shall consider and decide to apply the approved estimated price for these scope of work / inadequate workloads or the price quoted by other bidders who have passed the technical evaluation if this quoted price is lower than the one approved in estimate; c) For negotiation over the deficient deviation value, in case the Bid Proposal has not provided respective quoted price for deficient deviation, the lowest quoted offer out of other Bid Proposals that passed the technical evaluation or unit price in approved estimated price if only one Bid Proposal that passes the technical evaluation shall be accepted to negotiate the deficient deviation. 30.3. Contents of contract negotiation: a) Unspecified, inappropriate and inconsistent contents between Invitation to Bid and Bid Proposal or in the same Bid Proposal shall be negotiated to prevent any possible dispute or unexpected impact on the contractual obligations of contracting parties; b) Deviations that have been found by the Bidder and Bidder's recommendations (if any), including proposal of amendment or technical alternatives which Bidder is allowed to provide according to relevant bidding regulations; c) Any issue that arises during the selection of Bidder (if any) in the aim of completing detailed contents of the bidding package; d) Nonmaterial omissions specified in ITB 30; e) Other necessary issues. 30.4. During contract negotiation, negotiating parties must proceed to draft and complete the official agreement, detailed terms and conditions

	and annexes that determine detailed list of scope of supply, price list and progress of supply. 30.5. If the negotiation fails, Vietsovpetro will consider to and decide to invite the bidder who is ranked at the next positions for contract negotiation; if the successive negotiations also fail, Vietsovpetro will consider and decide to cancel the bid as regulated in point a. of ITB 32.1.
31. Conditions for recommendation as the awarded bidder	Bidder shall be considered for recommendation as the winning bidder upon satisfying the following conditions: 31.1. Having Eligibility Bid Proposal as prescribed in Section 1, Chapter III – Bid Proposal Evaluation criteria; 31.2. Having capacity and experiences satisfying requirements as prescribed in Section 2, Chapter III – Bid Proposal Evaluation criteria; 31.3. Having technical proposals satisfying requirements as prescribed in Section 3, Chapter III – Bid Proposal Evaluation criteria; 31.4. Having deficient deviation not exceeding 10% of bidding price; 31.5. Meeting requirements specified in the BDS; 31.6. The bidder has the proposed bid-winning price (including taxes, fees, charges (if any) not exceeding the approved bidding package price. If the approved estimated budget of bidding package is lower than or higher than the approved bidding package price, this estimate shall replace the bidding package price as basis for consideration for recommendation as the winning bidder.
32. Bidding cancellation	32.1. Vietsovpetro shall notify the bidding cancellation in following cases: a) All Bid Proposals fail to satisfy the requirements of the Invitation to Bid; b) Changes in the objectives, scope of procurement which leads to changes in the workload and evaluation criteria stated in the Invitation to Bid according to the Vietsovpetro's decision; c) The Invitation to Bid fails to comply with legislation on bidding or other relevant legislation that lead to the failure of the selected bidder to meet requirements for performing bidding package, project; d) The award bidder commits prohibited acts specified in section 4 prohibited acts - Chapter I Instructions to Bidders. e) Organizations and individuals other than the awarded bidder commit prohibited acts specified in section 4 prohibited acts - Chapter I Instructions to Bidders leading to deviations in bidder selection results. 32.2. Organizations and individuals other than the selected contractor engages in prohibited actions stipulated Points c, d, e in ITB 32.1, which results in the deviation in contractor selection result. 32.3. In case of bidding cancellation specified in this section, Vietsovpetro shall return or release Bid Bond to bidders within 05 working days except that bidder violates prescription in Points d and e, ITB 32.1.
33. Notice of bidder selection result	33.1. Vietsovpetro shall publish notice of bidder selection results within 05 working days from the date of approval of bidder selection results. Notice of bidder selection result shall include following contents: a) Information of the bidding package: - Number of Invitation to Bidder; - Name of the bidding package; - Bidding package price or approved estimate (if any);

	- Name of Investor; - Form of bidder selection; - Type of contract; - Time to implement the bidding package; - Time of contract performance. b) Information of the awarded bidder: - Tax code; - Contractor name; - Bidding price; - Bidding price after discount (if any); - Technical scores (if any); - Evaluation price (if any); - Awarded bidding price; - Time to implement the bidding package. c) For each type of goods and equipment in the bidding package, the Investor must publish the following information: - Goods name; - Wattage; - Features and technical specifications; models, part numbers, labels; - Origin; - Awarded of bidding unit price. d) List of unselected bidders and brief reasons of each bidder for not being selected. 33.2. In case of bidding cancellation as prescribed in point a, ITB 32.1, in the notice of bidder selection results and on the National bidding network must be clearly stated the reason for cancellation of bidding.
34. Change in volume of services	34.1. When awarding the contract, Vietsovpetro has right to increase or decrease volume of services listed in Chapter V – Scope of Supply provided that this change does not exceed the percentage specified in the BDS and not affect unit price or other conditions in Bid Proposal and Invitation to Bid. 34.2. Additional purchase option Prior to the expiration of the contract, the Inventor is entitled to purchase additional service volumes of the bidding package, exceeding the volumes specified in Chapter IV, provided that it does not exceed the ratio, prescribed in BDS.
35. Notice of Bid Proposal acceptance and contract award	After publishing the notice of bidder selection results, Vietsovpetro send a notice of acceptance of the Bid proposals and award the contract, including requirements on measures of contract performance guarantee, completion time, and contract signing. VND according to the provisions in Form as prescribed in Part 3 for the awarded bidder. Notice of acceptance of bid proposals and contract award are part of the contract documentation. In case the awarded bidder fails to complete, sign the contract or submit the contract performance guarantee within the deadline stated in the notice of bid proposal's acceptance and contract award, the bidder shall be disqualified and shall not be refunded the value of Bid bond as prescribed in Section 18.5 ITB. The period of time stated in the notice of bid proposal acceptance is calculated from the date Vietsovpetro

	sending this acceptance notice to the awarded bidder on the Nation bidding network.
36. Conditions for signing contract	36.1. At time of signing contract, Bid Proposal of the selected bidder are still valid. 36.2. At time of signing contract, the selected bidder must ensure to meet requirements on technical and financial capability for implementation of the bidding package. If the bidder no longer meets basic requirements of capacity and experiences prescribed in Invitation to Bid, then Vietsovpetro shall refuse to sign contract. Vietsovpetro shall therefore cancel previous decision on approval of bidder selection result and contract award and shall invite the bidder who is ranked at the next position for contract negotiation. 36.3. Vietsovpetro must ensure conditions on funding for advance payment, payment funding and other necessary conditions for carrying out the bidding package on the schedule.
37. Contract performance guarantee	37.1. Before signing a contract or the contract comes into effect, the bidder shall provide contract performance guarantee in a form of guarantee issued by a bank or financial institution which is legally operating in Vietnam or foreign bank branches established under Vietnamese law as specified in Part 3 or pay a deposit or bank transfer to VSP's account or submit a certificate of surety bond insurance issued by a domestic non-life insurer or branch of a foreign non-life insurer duly established under the law of Vietnam. In case the bidder uses guarantee for contract performance, Chapter VIII – Bidding forms or another form accepted by Vietsovpetro shall be applied. 37.2. The bidder shall not be entitled for the returning of the contract performance guarantee in the following cases: a) The bidder refuses to perform the contract after the date the contract comes into force; b) The bidder violates agreements in contract; c) The bidder delays in performing contract due to the bidder's fault but refuse to extend the validity of contract performance guarantee.
38. Handling of Complaints in Bidding	38.1. When bidder's legal rights and interests are affected, the bidders, agencies and organizations may file any complaint to Vietsovpetro with respect to procurement process, bidder selection result according to the regulations of Vietsovpetro. 38.2. In case of petition to Vietsovpetro, the bidder shall send the petition to the address specified in the BDS.
39. Monitoring, supervising of Bidder selection process	When detecting violated behavior or content inconsistent with the provisions of bidding law, the bidder is responsible for notifying the organization, individual performing the monitoring task and supervision as prescribed in the BDS.



Chapter II. BIDDING DATA SHEET

ITB 1.1	Name of employer: Vietsovpetro
ITB 1.2	Title of bidding package: Boiler conversion on FSO VSP-01 (Tender package No.DV-1224/25-KT-DA-HC) Name of project: Boiler conversion on FSO VSP-01, Block 09.1 Quantity and part number of parts in bidding package: 01 part Vietsovpetro will evaluation and selection following Whole package of services. Technical requirement see Attachment 1 of PART IV. Technical Evaluation Criteria see Attachment 2 of PART IV.
ITB 1.3	Time for implementation of contract: 60 weeks from the date of signing the contract (in Technical requirement – ITB).
ITB 3	Source of funding: Vietsovpetro’s financial plan for production activities in the year 2026 for Block 09.1
ITB 5(d)	Competitiveness in the bidding must be ensured by following rules: - Bidders participating in bidding do not have a shareholding or equity contribution representing more than 30% with: Vietsovpetro, except in the case of: (i) The bidder is an affiliate or subsidiary of a state-owned corporation or group whose main production and business lines are consistent with the nature of the bid package of that state-owned corporation or group. (ii) The bidder is a parent company, subsidiary, or affiliate of a state-owned corporation or group whose main production and business lines are suitable for products and services under the bid package, and this bid package belongs to its subsidiary or affiliate. - The bidder do not either have a shareholding or equity contribution relationship with consultants or have a shareholding or equity contribution representing more than 20% of equity owned by a third party being an entity or a natural person, specifically as follows: + Consulting on preparation for technical design:___ [insert full name and address of consultants (if any)]; + Consulting on verification of bid price:___ [insert full name and address of consultants (if any)]; + Consulting on supervision of contract execution and inspection:___ [insert full name and address of consulting unit (if any)]; + Consulting on preparation for the BD:___ [insert full name and address of consultants (if any)]; + Consulting on appraisal of the BD:___ [insert full name and address of consultants (if any)]; + Consulting on evaluation BDBs:___ [insert full name and address of consultants (if any)]; + Consulting on appraisal of bidder selection results:___ [insert full name and address of the consultants (if any)]; + Project management consulting, contract management, other consulting services whose work is directly related to the bid package: ___ [insert full name

	and address of the consultants (if any)]; - The bidder does not belong to the same agency or organization directly managing the consultants (mentioned above)*. - Public sector entities and employers, procuring entities that have the same direct governing authority, and equity contribution when participating in bidding for each other's bid packages shall not have to satisfy the regulations on legal and financial independence between the bidder and the employer and the procuring entity. - Public sector entities and enterprises that have the same direct governing authority, and equity contribution when participating in bidding for each other's bid packages shall not have to satisfy the regulations on legal and financial independence between the bidder and the employer and the procuring entity. - The ratio of shares, equity contributions between the parties is determined at the deadline for submission of bids and according to the ratio stated in the business registration certificate, establishment decision, and other documents of equivalent value. In case the bidder participates in the bidding as a joint venture or the consultant is selected as a joint venture, the equity ownership ratio of other organizations and individuals in the joint venture is determined according to the following formula: $\text{Ownership ratio} = \sum_{i=1}^n X_i \times Y_i$ Of which: X_i: Equity ownership ratio of other organizations and individuals in the i-th joint venture member; Y_i: Percentage (%) of the work volume of the i-th joint venture member in the joint venture agreement; n: Number of members participating in the joint venture *Only evaluate this content for bidders that are public sector entities"
ITB 5(h)	Bidders have to register procurement information on the National bidding network: To be applied - Bidders are to provide confirmation of information registration on the national bidding network system in according to the Circulars issued by Ministry of Planning & Investment for providing provisions on posting information about bidding, on the roadmap for applying online Contractor selection, and managing the use of the value of bidding guarantee, ensuring the performance of non-refundable contracts: <u>Detailed instructions of the National bidding network system are on the website: http://muasamcong.mpi.gov.vn</u>
ITB 7.1	The amendment of Invitation to Bid shall be published in national bidding network at least 05 working days before the Deadline for bid submission.
ITB 7.2	Requests for clarification should be received by Vietsovpetro no later than 05 working days prior to the Deadline for bid submissions.
ITB 7.3	Pre-bidding conference: “no”
ITB 8	Cost of bidding:

	Interested bidders can buy Invitation to Bid with non-refundable cost of VND 500,000.00/set (in word: Five hundred thousand Vietnam Dong/set).
ITB 10.10	The Bidder shall submit the following additional documents in its bid proposal: Scope of services, scope and work and Technical Documentation as required Technical Requirement (Part 2 Chapter V: Scope of services, Scope of works and Technical documents in ITB).
ITB 12.1	Bidder is allowed to submit Technical alternative. The bidder is required to clearly state the main offer and the alternative offer in the bidding proposal. Technical alternatives are only considered when main solution meets requirements and bidder is ranked first. In this case, bidder shall provide all information necessary for evaluation of the alternatives by Vietsovpetro, including notes, drawings, technical specifications, progress of supply and other relevant information.
ITB 13.2	The parts of bidding package: Following ITB 1.2
ITB 13.5	In the detailed price quotation table, bidder shall offer prices according to the following requirements: <u>For services:</u> The bidders offer prices as Template 2, Chapter IV – Bidding form. In the price quotation, bidders shall analyze the contents of components in the offered prices as follows: - The offered prices shall include costs of services – included but not limited to: supplying of Equipments, charges of mobilization / demobilization / installation for Equipments, charges of Personnel and charges for renting the Equipments to perform the services, - All rates and prices shall remain fixed for the duration of contract and shall not be subject to escalation or revision. - The bidding price of the bidder must include all the necessary costs to implement the tender package, including taxes, fees and charges (if any). Taxes, fees and charges are applied at the tax rates, fees and charges as stipulated at the time of 28 days prior to the bid closing time. <u>Note for foreign bidders:</u> Vietsovpetro will calculate and add FCWT 15.79% into the offered price for comparison and evaluation. - Offers should include the cost of accompanying technical services for the implementation of the bidding package.
ITB 17.1	The Bid proposal shall be valid for: ≥ 120 days from the deadline for bid submission.
ITB 18.2	Contents of Bid Bond: The amount and currency of the Bid Bond shall be: ≥USD 87,150.00 or VND 2,286,000,000.00 The Bid Bond shall be valid for ≥ 150 days from the Deadline for Bid submission. The Bid Bond must be issued by a bank or a branch of foreign bank or a financial institution which is legally operating in Vietnam In case the Bidder provides the Bid Bond through Deposit/Telegraphic Transfer to the following Vietsovpetro's account:

	Account: (VND) 008.100.000001.1 (USD) 0081370000029 Beneficiary: VIETSOVPETRO Vietcombank, Vung Tau Branch
ITB 18.4	The Bid Bond of unsuccessful Bidders shall be returned or released in maximum 14 days from the date of Notification of Bidder selection Result.
ITB 19.1	The Deadline for bid submission is: Time: at 09h00 (local time) Date:/...../2026
ITB 19.3	Bidders shall submit their Bid Proposals to: Recipients: VIETSOVPETRO Address: 105 Le Loi Str., Vung Tau Ward, Hochiminh City, S.R. Vietnam
ITB 19.4	Payment for Invitation to Bid shall be made by Telegraphic Transfer to the following Vietsovpetro's account: Account No. 008.100.000001.1 (VND) Beneficiary: VIETSOVPETRO Vietcombank, Vung Tau Branch Please indicate: Payment for Invitation to Bid – Package No. DV-1224/25-KT-DA-HC
ITB 20.1	In addition to original of Technical Proposal and Financial Proposal, the quantity of copies of Technical Proposal (as per required in Technical requirement). In case of modification, substitution of Technical Proposal, Financial Proposal or technical alternative, the bidders must submit the equal number of copies of modification, substitution or Technical alternative. Note: Quantity of Proposal: + Technical Proposal: 01 original and 02 copies; + Financial Proposal: 01 original; + Soft copy: 01 USB included scanned Technical Proposal, Financial Proposal and native excel file of Financial Proposal; + All of the Proposals shall be sealing and marking as requirement in Chapter I point 21.
ITB 21.1	The Bid proposal shall be opened publicly at: Time: at 09h15 (local time) Date:/...../2026 at the following address: Vietsovpetro, 105 Le Loi Str., Vung Tau Ward, Hochiminh City, S.R. Vietnam
ITB 23.4	Bidders themselves can provide such evidence to the Procuring entity within 05 days from the deadline for submission of bids <i>[Insert the maximum time the bidder is allowed to send additional documents to the procuring entity]</i> .
ITB 27.2	Total value of sub-contractor(s) shall not exceed: ____ % of total value of Bid proposal. (Not applicable) Specialized sub-contractor: Not applicable.

ITB 28.2	Calculation of preferential treatment: <i>[In case of Lowest price method]:</i> “Goods that do not receive bid preferences must add a monetary amount accounting for 7.5% of bidding price after rectification of errors, adjustment of deviations and deduction of discounts (if any) of these goods to the bidding price after rectification of errors, adjustment of deviations and deduction of discounts (if any) of bidders for comparison and ranking.”; <i>[In case of Evaluation price method]:</i> Goods that do not receive bid preferences must add a monetary amount accounting for 7.5% of bidding price after rectification of errors, adjustment of deviations and deduction of discounts (if any) of these goods to the Evaluation price of bidders for comparison and ranking”.
ITB 29.1	Bid proposal evaluation methods: a. Evaluation of the bidder’s capacity and experience: using Pass/Fail criteria b. Technical evaluation: <i>to apply evaluation method using Pass/Fail or Yes/No criteria in accordance with evaluation criteria stipulated in Section III, Chapter III, Bid Proposal Evaluation Criteria</i> c. The price evaluation: <i>to apply lowest ----- price method for Whole package in accordance with evaluation criteria stipulated in Section V, Chapter III, Bid Proposal Evaluation Criteria.</i>
ITB 31.5	Ranking of bidders: <i>the bidder who has the lowest ----- price for Whole package after rectification of errors, adjustment of deviation and deduction of discounts (if any) is ranked the first.</i>
ITB 34.1	The maximum percentage by which scope of supply may be increased is: <i>Not applicable.</i> The maximum percentage by which scope of supply may be decreased is: <i>Not applicable.</i>
ITB 34.2	Additional purchase option: <i>Not applicable.</i>
ITB 38.2	Employer’s address: 105 Le Loi Str., Vung Tau Ward, Hochiminh City, S.R. Vietnam, Tel: (84 254) 3 839 871, Fax: (84 254) 3 839 857
ITB 39	Address of organization, individual in charge of supervision: Mr. Vu Mai Khanh - General Director of Vietsovpetro 105 Le Loi Str., Vung Tau Ward, Hochiminh City, S.R. Vietnam Fax: 84-254-3839857



CHAPTER III: BID PROPOSAL EVALUATION CRITERIA

Section 1: Verification and evaluation the eligibility of Bid Proposal

1.1 Verification the Bid Proposal:

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

1.2 Evaluation the eligibility of Bid Proposal

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

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

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



Section 2: Capacity and experience evaluation criteria

2.1 Capacity and experience evaluation criteria

Capacity and experience evaluation criteria are implemented according to Table No. 01 of this Chapter. Contractors are evaluated as being qualified and experienced when meeting all evaluation criteria. The qualifications and experience of the subcontractors will not be considered when evaluating the main contractor's bids. The main contractor itself must meet the evaluation criteria for capacity and experience.

It is not required that the contractor has ever performed one contract or more with the Employer in a specific area or the contractor must have experience in providing services in a specific area as the criterion for rejection of bidders.

In case the currency mentioned in similar contracts or confirmation of payment of the Investor for non-consulting service provision contracts performed or tax payment declaration or related documents proving capacity, the contractor's experience is not in VND, when preparing the Bid, the Bidder must convert it into VND stated in the Bid as a basis for evaluation of the Bid. The foreign exchange applied is the selling rate of Vietcombank at the date of signing the such contract(s).

In case the contractor participating in the bid is the parent company (for example, a Corporation) that mobilizes its subsidiaries to perform a part of the work of the bidding package, the contractor must specify the part of the work for these subsidiaries as Form No. 17c Chapter IV. The evaluation of experience in performing similar contracts is based on the value and volume of work undertaken by the parent company and subsidiary companies in the bidding package.

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

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

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

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



Criteria on capacity and experience			Compliance Requirements			Documents
No.	Description	Requirement	Single Entity	Consortium		Submission Requirements
				All Members Combined	Each Member	
1	Historical Contract Non-Performance	From <i>01 January 2021⁽¹⁾</i> to the Deadline for bid submission, non-performance of a contract did not occur due to Bidder's fault ⁽²⁾	must meet requirement	not applicable	must meet requirement	Form 08
2	Fulfill your tax obligations	Has fulfilled tax obligations ⁽³⁾ of the latest fiscal year compared to the time of bid closing	must meet requirement	not applicable	must meet requirement	Commitment along with the Application for bidding
3	Average Annual business activity Turnover (excluding VAT)	The Bidder's net worth for the last year to the bid submission deadline should be positive. (calculated as the difference between total assets and total liabilities). Minimum average annual turnover (excluding VAT) of following value within the last 05⁽⁴⁾ years: ≥ USD 7,921,800.00/VND 207,846,000,000.00 <i>(In case Company of the Bidder established less than 05 years, the value of Average annual business activity turnover will be sum total value of business activity turnover and divide to total number of years have activities)</i>	must meet requirement	must meet requirement	not applicable	Form 09
4	Experience on implementing Contracts of supplying similar goods	Participation in at least 01 contract as described hereunder that has been successfully or substantially completed ⁽⁶⁾ as main Bidder (individually or member of Consortium) or sub-contractor ⁽⁷⁾ within the last 05⁽⁸⁾ years (to the deadline for bid submission).	must meet requirement	must meet requirement	must meet requirement (equivalent to the volume of work implemented)	Form 13



		The similar contract is: - Type of similar contract: supplying of offshore service / boiler conversion / supplying of Goods for the Oil and Gas industry or other industries ⁽⁹⁾ - Size of similar contract (The minimum value of similar contract): ≥USD 1,742,800.00 / VND 45,726,000,000.00 ⁽¹⁰⁾ - Up to 80% of the contract value. To verify that the Similar Contract has been completed to the required extent, the Bidder shall provide Acceptance protocol and Invoices. - Time of contract completion: the time of delivery / acceptance of the entire contract, regardless of the time of signing the contract				
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Note:

(1) Insert the required time, usually from 03 to 05 years before the year of deadline for submission of bids. For example: from 1 January 2019 to the deadline for submission of bids.

(2) Non-performance contracts for the provision of non-consulting service as a result of bidder defaults includes:

- The contract for providing non-consulting services was concluded by the Employer to be non-performance and it is not challenged by the bidder;
- The contract for providing non-consulting services was concluded by the Employer to be non-performance, it is challenged by the bidder, but was concluded by the arbitrator or court in a direction unfavorable to the bidder.

Non-performance contract for providing non-consulting service shall not include contracts where Employer's decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the bidder have been exhausted. Contracts that are behind schedule due to the bidder's default but still completed are not considered non-performance.

For a joint venture bidder in which only one or several members of the joint venture violate and are prohibited from participating in bidding activities as prescribed in Clause 1, Article 125 of Decree No. 24/2024/ND-CP, the remaining joint venture member shall not be considered as having failed to fulfill the contract due to the contractor's fault. In case one or more members of the joint venture violate the contract, are no longer capable of continuing to perform the contract, seriously affecting the progress, quality and efficiency of the bid package, only one or more members of the joint venture that violate the contract will be considered as failing to fulfill the contract, the remaining members will not be considered as failing to fulfill the contract due to the contractor's fault.

(3) The bidder shall provide documents proving that it fulfilled the tax liabilities (personal income tax for bidders who are business households) of the most recent financial year prior to the bid closing time.

(4) Fill the required time, usually from 03 to 05 years prior to the year of bid closing time. In case the bidder's years of establishment is fewer than the required years by the DB, the average annual turnover (excluding VAT) is calculated based on the on the number of established years. In case the contractor's average annual turnover (excluding VAT) meets the required value by the DB, the bidder will still be evaluated without being disqualified. In case bidders are business households, it is not required to submit financial statements, but bidders must provide documents proving turnover corresponding to tax obligations.

In case the deadline for submission of bids is after the end date of the bidder's fiscal year (year Y) and prior or on the last day of the 3rd month from the end date of year Y, the requirement for submitting financial statements applies to previous years of year Y (year Y-1; Y-2...).

(For example: The closing date for bids is March 20, 2024, the bidder's fiscal year is January 1 - December 31 and the DB requires the contractor to submit financial statements for the last 3 years, the bidder must submit financial statements for the years 2020, 2021, 2022).

For example: Average annual turnover (excluding VAT) of the last 3 fiscal years compared to the deadline for submission of bids. In this case, the deadline for submission of bids is November 15, 2024, then the bidder must submit financial statements for the years 2021, 2022, 2023. The bidder was established in 2022 but the average turnover of 2022 and 2023 meets the required value, the contractor



will still be evaluated.

(5) Typical calculation of average annual turnover requirement (excluding VAT):

a) In case the package performance period is 12 months or more, the turnover calculation is as follows:

Minimum requirement for average annual turnover (excluding VAT) = [(Price of package - VAT value)/contract performance period in years] x k. Normally, the k coefficient requirement in this formula is from 1 to 1.5.

b) In case the contract performance period is less than 12 months, the turnover calculation is as follows:

Minimum requirement for average annual turnover (excluding VAT) = (Price of package – VAT value) x k. Normally, the k coefficient requirement in this formula is 1.0.

For insurance packages, it is possible to require a higher average annual turnover than calculated by the above formula, but it must be ensured that it does not limit the participation of bidders.

(6) For contracts in which the contractor has participated as a joint venture member or subcontractor, only the value of the work performed by the contractor shall be recorded.

(7) For contracts in which the Procuring entity and the expert group have evidence that the bidder performed as a subcontractor due to illegal assignment of the contract, violating the Clause 8, Article 16 of the Law on Bidding, this contract will not be considered or evaluated.

(8) Fill the required time usually from 03 to 05 years prior to the year of bid closing time. For example: For example, from January 1, 2019 to the time of bid closing time.

(9), (10) Similar contracts:

Similar contracts are contracts of a similar nature to the package under consideration, with a contract value typically approximately 30% of the package price.

(i) For special jobs or in localities where the capacity of local contractors is limited, the value of similar contracts may be required to be within 20% of the price of the package under consideration.

(ii) In case the package for non-consulting service has a large bidding volume and there are less than 03 domestic contractors who have performed similar contracts with a size of over 30% of the size of the package under consideration, the regulation on the size of similar contracts can be adjusted to reduce to 20% of the size of the package under consideration. In this case, the Employer shall ensure that the selected bidder has the capacity to implement the package to meet schedule and quality requirements.

(iii) If the package includes many different work items, depending on the nature and size of the package, the Procuring entity shall make a request for similar size based on the main items of the package (must clearly state the main items) or a request for similar size based on all items of the package.

(iv) The assessment of the size and nature of similar contracts is based on the completed value and is accepted as follows:

- In case the work items of the package under consideration need to be linked together, the bidder shall prove with at least 01 completed contract providing full similar items with a value at least 30% of the value of the package under consideration.

- In case the work items of the bid package under consideration are independent of each other, the bidder can prove it in one or more of the following ways:

+ There is at least 01 completed contract providing full similar items with a value meeting at least 30% (or 20% in case (i) and (ii) as mentioned above) of the value of the package under consideration, or



+ There are similar work items performed in different contracts (contracts may be completed or in progress) but ensure that the value of each similar work item performed meets at least 30% (or 20% in cases (i) and (ii) as mentioned above) of the value of each corresponding work item in the package under consideration and the total value of the performed items must meet at least 30% (or 20% in cases (i) and (ii) as mentioned above) of the value of the package under consideration. In which, the completed work item is the work item that has been accepted within the prescribed time period, regardless the time of signing the contract. The time of confirmation of performed the work items to determine similar items is the time of acceptance of the work items.

A completed contract is a contract that was accepted by the Employer for all items and work contents in the contract or the contract was liquidated. The time of contract completion confirmation to determine similar contracts is the time when all items and work contents in the contract (excluding warranty obligations) are completed and accepted in accordance with regulations, regardless of the time of contract signing.

For non-consulting package with a cyclical nature of work over the years leading to a prolonged contract implementation period, the value of a similar contract is determined at approximately 50% of the value of the work calculated over 1 cycle (1 year) without calculating the total value of the package over the years. In this case, the assessment of the size and nature of similar contracts is also considered according to a corresponding cycle (1 year).

For example: The package under consideration is to hire a building cleaning service for 03 years with a value of 3,000,000,000 VND, BD can request the value of a similar contract in 01 cycle (01 year) of 300,000,000 VND. Bidder X has a 48-month building cleaning contract with Employer A (in progress, not completed, not liquidated), but up to the time of bidding, bidder X has performed for 15 months, in which the value of the work accepted in the first 12 months is 330,000,000 VND, bidder X is evaluated as meeting the requirements for similar contract value of this package.

Table No. X

Evaluation criteria for capacity and experience

(For the non-consulting service package divided into multiple parts)

No.	Identification number of part (lot)	Name of part (lot)	Estimated value of part (lot) (VND)	Average annual turnover (excluding VAT) (VND)	Characteristics of similar contract	Size of similar contract (VND)
(1)	(2)	(3)	(4)	(5)	(6)	(7)

For history of non-performing contracts due to bidder default, tax liabilities are applicable according to Table No.01 of this Chapter.

Note:

(5) *In case there is no requirement on turnover, remove this requirement.* In cases where turnover requirements are specified, and the bidder participates in multiple parts, the evaluation of the turnover will be based on the total average turnover required for the parts the bidder participates in. If the bidder participates in only one part, only the turnover requirement for that part needs to be met.



(6), (7) In cases where the bidder participates in multiple parts, the evaluation of similar contracts will be carried out separately for each part the bidder participates in. The bidder is not required to meet the total size of similar contracts for all parts they participate in.

2.2 Evaluation Criteria for Key personnel and main equipment (evaluated in detail in Section 3 of this Chapter)

a) Requirements on key personnel:

Key personnel are not required for a package of non-consulting services that do not require highly specialized personnel, except for cases where highly qualified and skilled workers are required to perform specific jobs. In case the non-consulting service has specific and complicated elements, it is necessary to have highly qualified, skilled and experienced personnel to undertake it, the requirements for mobilization of key personnel may be raised. to perform these specific and complex tasks. In addition, the key personnel is not required to be unskilled labor for the package of non-consulting services.

Where the Invitation to Bid require key personnel, the Bidder must demonstrate the ability to mobilize key personnel to meet the requirements of the Bid. Key personnel may be on the contractor's payroll or mobilized by the contractor. In case the key personnel declared by the Bidder in the Bid does not meet the requirements of the Bid, the Procuring Entity shall allow the Bidder to clarify, change or supplement key personnel to meet the requirements of the Bid for a period of time. suitable time but not less than 03 working days. For each unresponsive employee, the contractor is only replaced once. In case the contractor does not have a replacement staff that meets the requirements of the Invitation to Bid, the bidder will be disqualified.

Experience in similar jobs is expressed in the minimum number of years of personnel performing similar jobs or the minimum number of contracts in similar jobs. The number of years of experience of the key personnel is calculated from the time the employee starts performing the same job to the time of closing the bid. Bidders must provide details of proposed key personnel on Forms 14, 15(a), 15(b) Chapter IV to demonstrate that they are adequately staffed for the key positions that meet the following requirements:

Table 02: Key personnel

Seq.	Position	Quantity	Experiences in similar jobs	Certs/ Qualification
1			At least ____ year At least ____ contract (s)	
2			At least ____ year At least ____ contract (s)	
...				

b) Main equipment to be mobilized for the implementation of the bidding package:

Based on the size and nature of the bidding package, the Investor and the bid solicitor shall make requirements on the main equipment to be mobilized and the quantity to execute the bidding package accordingly. Only the main equipment is specified for special and special equipment required to implement the bidding package. Equipment can mainly be from the contractor or mobilized by the contractor. In case the equipment declared by the bidder in the Bid does not meet the requirements of the Bid, the Procuring Entity shall allow the Bidder to clarify, change or supplement the equipment to meet the requirements of the Bid within a suitable period of time. but not less than 03 working days. For each non-conforming device, the contractor may only replace it once. In case the contractor does not have replacement equipment that meets the requirements of the Invitation to Bid, the bidder will be disqualified. The Contractor shall provide detailed information on the proposed Major Construction Equipment according to Form No. 16 Chapter IV to demonstrate that he has sufficient equipment to meet the following requirements:



Table 03: Main equipment

Seq.	Equipment / Descriptions	Minimum quantity required
1		
2		
3		
...		

c) In case the contractor wins the bid and signs the contract, the contractor is obliged to mobilize key personnel and key equipment as originally proposed or proposed to change according to the provisions of this Section. In case key personnel and key equipment cannot be mobilized, the contractor will be fined for the contract and assessed for its reputation when participating in other bidding packages. In all cases, if the contractor declares the key personnel and main equipment dishonestly, the contractor must not replace other personnel and equipment; Proposals of the bidders are rejected and the bidders will be deemed to have committed fraudulent acts.

Section 3: Technical evaluation criteria (see Attachment 02 – Part 4)

Section 4: Price evaluation criteria

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

Determination of lowest price as following steps:

Step 1: Determination of bidding price including all taxes, fees, charges (if any) arisen inside Vietnam.

(For imported material / equipment (if any): In case of using quota of Vietsovpetro for Block 09-1, bidding price includes all taxes, fees, charges (if any) arisen inside Vietnam and shall be taken into consideration exemption of import tax / temporary import and re-export tax and VAT for ONLY value of imported goods on customs declaration from using List of exempted goods available for Vietsovpetro in Block 09-1);

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

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

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

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

Step 6: Determination of preferential treatment value (if any) as stipulated in ITB 31;

Step 7: Ranking the bidders: the Bid proposal which has the lowest bidding price after rectification of errors, adjustment of deviations, discount deduction (if any), conversion of bidding price into a single currency, addition preferential treatment value (if any), including all taxes, fees, charges (if any) arisen inside Vietnam shall be ranked the first.

For other Blocks: *(Not Applicable)*

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

Step 1: Determination of bidding price including all taxes, fees, charges (if any) arisen inside Vietnam;

Step 2: Rectification of errors (*apply as stipulated in Notes below*);

Step 3: Adjustment of deviations (*apply as stipulated in Notes below*);



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

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

Step 6: Determination of preferential treatment value (if any) as stipulated in ITB 32;

Step 7: Ranking the bidders: The Bid Proposal which has the lowest bidding price after rectification of errors, adjustment of deviations, discount deduction (if any), conversion of bidding price into a single currency, addition preferential treatment value (if any), including all taxes, fees, charges (if any) arisen inside Vietnam shall be ranked the first.

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

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

Notes:

1. Rectification of errors

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

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

b) Other errors:

- If the Total price column is filled without the corresponding unit price, the unit price shall be determined by dividing the total price by the quantity; if the unit price is filled in, but the total price is missing, the total price shall be determined by multiplying the quantity by the unit price; if one of the items has the unit price and total price filled in, but the quantity is missing, the quantity shall be determined by dividing the total price by the unit price of that particular item. In case the aforesaid quantity that has been additionally defined is different from the quantity mentioned in the Invitation to Bid, that value difference is the deviation in the scope of supply, which shall be adjusted under regulations specified in Step 3;
- Mistake in Unit must be corrected to meet the requirements specified in the Invitation to Bid;
- Mistakes in using comas (instead of periods) and vice versa shall also be corrected in accordance with the written in Vietnamese customary. If Vietsovpetro determines the obvious mistake in placing of comas and periods, the total price shall prevail and the unit price shall be corrected;
- If there is an error in a total corresponding to the addition of subtotals, the subtotals shall prevail and the total shall be corrected;
- If there is a discrepancy between words and numbers, the amount in words shall used as a legal basis for correction. If the amount expressed in words is incorrect, then the number after rectification of error as stipulated in this article should be used as a legal basis for correction.

2. Adjustment of deviation



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

In case of deficient deviation (lack of items of work in comparison with the scope of supply), if there is no respective unit price in the Bid proposal with deficient deviation, the adjustment of deviation will be as follows:

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

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

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

c) In case the bidder whose bid has been adjusted for the first ranking deviation is invited to negotiate the contract, when negotiating the contract, the lowest offered unit price must be taken among other bids that have passed the technical evaluation, in order to negotiate for the missing deviation.

Section 5: Technical alternative (If applied)

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

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

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

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

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

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

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

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



CHAPTER IV: BIDDING FORM

No.	Form name	Form No.	Content
1	APPLICATION FOR BIDDING	Form No. 1	
2	POWER OF ATTORNEY	Form No. 2	Only applicable in case the legal representative of the authorized contractor in the bidding
3	CONSORTIUM/ JOINT BIDDER AGREEMENT	Form No. 3	Only applicable in the case of a consortium bidder participating in the bid
4	GUARANTEE FOR BID PARTICIPATION	Form No. 4(a)	Applied for independent bidder submit bid bond in form of bank guarantee
		Form No. 4(b)	Applied for consortium bidders submit bid bond in form of bank guarantee
		Form No. 4(c)	Deposit
5	BIDDING PRICE SCHEDULE OF SERVICES	Form No. 5	
6	BIDDER'S INFORMATION FORM	Form No. 6(a)	
	INFORMATION FORM FOR CONSORTIUM BIDDER'S MEMBERS	Form No. 6(b)	Only applied for consortium bidders
7	LIST OF COMPANIES TO PERFORM THE WORK OF BIDDING PACKAGE	Form No. 7	Only applicable in case the bidder is the parent company
8	HISTORICAL CONTRACT NON-PERFORMANCE	Form No. 8	
9	BIDDER'S HISTORICAL FINANCIAL PERFORMANCE	Form No. 9	
10	AVERAGE ANNUAL TURNOVER	Form No. 10	Only applicable when stated in ITB
11	FINANCIAL RESOURCES	Form No. 11	Only applicable when stated in ITB
12	MONTHLY FINANCIAL RESOURCES REQUIRED FOR EACH CONTRACTS IN PROGRESS	Form No. 12	Only applicable when stated in ITB
13	SIMILAR CONTRACT PERFORMED BY BIDDER	Form No. 13	
14	PROPOSED KEY PERSONEL	Form No. 14	Only applicable when stated in ITB



No.	Form name	Form No.	Content
15	PROFESSIONAL CURRICULUM VITAE OF KEY PERSONNEL	Form No. 15 (a)	Only applicable when stated in ITB
	PROFESSIONAL EXPERIENCE	Form No. 15 (b)	Only applicable when stated in ITB
16	LIST OF EQUIPMENT	Form No. 16	Only applicable when stated in ITB
17	SCOPE OF WORK USING SUB-CONTRACTORS	Form No. 17(a)	Only applicable when using sub-contractors
	LIST OF SPECIALIZED SUB-CONTRACTORS	Form No. 17(b)	Only applicable when SPECIALIZED SUB-CONTRACTORS IS ALLOWED as stated in ITB
	LIST OF SUBSIDIARIES TO PERFORM THE WORK OF BIDDING PACKAGE	Form No. 17(c)	
18	BIDDER'S EXPERIENCE AND CAPABILITY IN PROVISION OF MODU	Form No. 18	
19	MODU OWNER'S LETTER OF AUTHORIZATION	Form No. 19	
20	OTHER INFORMATION TO BE SUBMITTED BY BIDDER	Form No. 20	
21	QUALIFICATIONS	Form No. 21	
22	SUMMARY OF BIDDER'S BID	Form No. 22	
23	SOLUTIONS AND METHODOLOGY PROPOSED BY THE BIDDER TO PROVIDE NON-CONSULTING SERVICES	Form No. 23	



APPLICATION FOR BIDDING¹

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

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

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

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

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

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

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

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

We commit:

1. We are not in the process of carrying out dissolution procedures or having its business registration certificate, cooperative registration certificate, cooperative union registration certificate, or cooperative group registration certificate revoked, not in a case of insolvency according to the provisions of the law on bankruptcy (not in the process of ceasing operations or having its business household registration certificate revoked for Bidders that are household businesses).
2. We do not violate regulations on ensuring fair competition in bidding.
3. We have fulfilled the tax liabilities of the most recent fiscal year prior to the deadline for submission of bids.
4. We are not being under suspension from participating in bidding according to the provisions of the law on bidding.
5. We are not being prosecuted for criminal liability (the household owner is not being prosecuted for criminal liability in case the bidder is a business household).
6. We do not proceed any practices of corruption, bribe, collusion, obstruction and other violated provisions of the law on procurement when participating this package.
7. The information declared in the bid is truthful.
8. In case of winning the bid, the Proposal and clarification, supplemental documents of the Proposal constitute the agreement of responsibilities between the two parties until the contract is signed.
9. If our bid is accepted, we shall furnish a performance security as specified in IBT 40 of the Bidding document.

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

Notes:

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

² Bidding prices in Application for bidding must be specific, fixed, indicated by numbers, words and in accordance with total bidding prices mentioned in price list. Bidders are required not to propose



different bidding prices or conditions that put Vietsovpetro in disadvantage. In case of multiple parts, the Bidder must write the total bidding price of each parts and total bidding price of all parts that bidder participates.

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

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

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

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

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



POWER OF ATTORNEY ¹Date ____/____/20____, at ____ [*name of place*]I ____ (*Insert Name, ID/passport number, position of Legitimate representative of the bidder*),
Legitimate representative of ____ (*insert the bidder name*) at ____ (*insert address of bidder*),
to issue this Power of Attorney to:

Mr/Mrs. _____

ID/Passport number _____

Position _____

To do, execute and perform the following acts and things during the process of participating the
Bidding package ____ [*Name of Bidding Package*] of Project ____ [*Name of project*]
held by Vietsovpetro:

- [-Sign the Application for bidding forms of Technical Proposal and Financial Proposal;
 -Sign the Consortium agreement (if any);
 -Sign all documents, correspondences to Vietsovpetro during the bidding process, including the written requests to clarify Invitation to Bid, written clarification of Bid proposal, or written request to withdraw, modify or substitute the bid proposal;
 -Negotiate and finalize contract with Vietsovpetro;
 -Sign the Bidder's arising claims (if any);
 -Sign contract with Vietsovpetro (if awarded the Bidding package)] ²;

The Attorney shall perform the acts within the scope of Power of Attorney as the legitimate representative of ____ [*name of bidder*].The Mandator, ____ [*Legitimate representative of the bidder*] will be completely responsible for acts performed by the Attorney in the scope of Power of Attorney.This Power of Attorney is valid for the period from.....to³ and will be made in originals,of which will be retained by Mandator ;of which will be retained by Attorney and the rest will be retained by Vietsovpetro. All original copies hereof are identical and legally equal.

Attorney
 (Signature)
 (Name, position and stamp (if any))

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

Note:

¹The original of this Power of Attorney must be submitted to Vietsovpetro together with the application for bidding as stipulated in ITB 19.3. Legitimate representative of bidder gives the power of attorney to the deputy, subordinate, branch's manager, chief of bidder's representative office to perform one or more above mentioned listed acts. The stamp used in case of power of attorney can belong to the bidder or to the entity of the Attorney. The Attorney can not subsequently give this authorization to another.

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

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



CONSORTIUM / JOINT BIDDER AGREEMENT ¹

_____, day ____ month ____ year ____

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

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

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

Represented by Mr./Ms.: _____

Position: _____

Address: _____

Tel: _____

Fax: _____

E-mail: _____

Account: _____

Tax code: _____

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

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

Article 1. General principles

1. The members voluntarily establish a Consortium to participate in the bidding package _____ [*name of bidding package*] under the project _____ [*name the project*].
2. The members agree the name of the Consortium for any transactions related to this package as: _____ [*name of the Consortium as Agreement*].
3. The members commit that there is not any member to arbitrarily join independently in this bidding package or join consortium with other members to participate in this bidding package. In case of winning the bid, all members of the Consortium shall sign the Contract and there is not any member to have the right to refuse performance of the responsibilities and obligations stipulated in the Agreement. In case a member of the Consortium refuses to fulfill their own responsibilities as agreed or violates the provisions of the signed contract, such member shall be handled as follows:
 - Compensating for damages to the parties in the consortium;
 - Working with members of the Consortium to compensate for all damages to the Vietsovpetro in accordance with the provisions stipulated in the Contract (corresponding to the proportion of each member specified in Article 2 of this Agreement);
 - Other forms of handling _____ [*Specify other forms of handling*].

Article 2. Assignment of responsibilitiesConsortium members agree to assign responsibilities for implementation of the bidding package _____ [*write name of bidding package*] under the project _____ [*write name of project*], for each member as follows:**1. Leader of the consortium:**The parties agree to authorize to _____ [*Write name of a party*] as a leader of the consortium, representing the Consortium in the following part of work ²:

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

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

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

3. The payment method for the Consortium in case of winning the bid and signing a contract with the Investor [PIC insert name Vietsovpetro or others block] is as follows:

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

Article 3. Validity of Consortium Agreement

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



- Cancellation of bidding package _____ [*Write name of bidding package*] under the project _____ [*Write name project*] as notified by the Vietsovpetro.

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

LEGAL REPRESENTATIVE OF CONSORTIUM LEADER

[Full name, title, signature and stamp]

LEGAL REPRESENTATIVE OF CONSORTIUM MEMBERS

[Full name of each member, title, signature and stamp]

Note:

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

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

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



GUARANTEE FOR BID PARTICIPATION ¹

(BID BOND)

(This form for independent bidder)

Beneficiary: VIETSOVPETRO

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

(Hereinafter referred to as the employer)

Date: _____ [Insert date of issue]**BID GUARANTEE No.:** _____ [Insert guarantee reference number]**Guarantor:** _____ [Insert name and address of place of issue, unless indicated in the letterhead]

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

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

This guarantee is effective for².days, from the date.....month.....year ³

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

1. Bidder has withdrawn its Bid proposal after Deadline for Bid submission and during the validity period of bid proposal;
2. Bidder violating Law on Bidding leads to cancellation of Bid in accordance with point d, ITB 35.1;
3. Bidder fails or refuses to conduct contract negotiations within 05 working days from the date receipt of notification for negotiation of contracts by Vietsovpetro; or Bidder conducts contract negotiations but withdraws its Bid proposal leading to failed contract negotiations, except for force majeure;
4. Bidder fails or refuses to conduct contract finalization within 20 working days from the receipt date of Bid Award Notification from Vietsovpetro or bidder finalized contract but refuses to sign contract, except for force majeure;
5. Bidder does not conduct performance bond in accordance with ITB 43;

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



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

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

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

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

Legal representative of Bank

[name, position, signature and stamp]

Note:

- ¹ Apply if Bid Guarantee is in form of Letter of Guarantee from financial institution or foreign bank's branches which is legally operating in Vietnam
- ² Insert as stipulated in BDS 18.2
- ³ Insert Deadline for Bid submission as stipulated in BDS 21.1



GUARANTEE FOR BID PARTICIPATION ¹(BID BOND)¹

(This form for consortium bidders)

Beneficiary: VIETSOVPETRO

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

(Hereinafter referred to as the employer)

Date: _____ *[Insert date of issue]***BID GUARANTEE No.:** _____ *[Insert guarantee reference number]***Guarantor:** _____ *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that*[insert name of the Bidder.]*² (hereinafter called "the Applicant") will participate bid for execution of the bidding package_ *[name of the bidding package]* under project *[name of the project]* according to Bid Invitation letter No.._. *[name No. of Bid Invitation letter]*.

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

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

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

- 1) Bidder has withdrawn its Bid proposal after bid submission deadline and during the validity period of bid proposal;
- 2) Bidder violating Law on Bidding leads to cancellation of Bid in accordance with point d, ITB 35.1;
- 3) Bidder fails or refuses to conduct contract negotiations within 05 working days from the date receipt of notification for negotiation of contracts by Vietsovpetro; or Bidder conducts contract negotiations but withdraws its Bid proposal leading to failed contract negotiations, except for force majeure;
- 4) Bidder fails or refuses to conduct contract finalization within 20 working days from the receipt date of Bid Award Notification from Vietsovpetro or bidder finalized contract but refuses to sign contract, except for force majeure;
- 5) Bidder does not conduct performance bond in accordance with ITB 40.

If any member of consortium_ *[insert name of consortium]* violates the Law, that leads to the Bid Bond not to be returned as specified in Point 15.4 - Instructions to Bidders of Invitation to Bids, then the Bid Bond of all consortium members shall not be returned.

The said guarantee amount shall be paid by Guarantor forthwith to Beneficiary notwithstanding any



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

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

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

Legal representative of Bank

[name, position, signature and stamp]

Note:

¹ Applying in case the bid security (bank security) is a letter of guarantee of credit institutions or foreign banks' branches which are established under Vietnamese law. The bank is recommended to use this Bid security (bid bond) form, in case of applying for other different forms that violates one of following regulations: bid security has lower value than required, the validity period of bid security is shorter than regulation prescribed in ITB 18.2, invalid name of Beneficiary, not original and without valid signature or with the disadvantageous conditions to Vietsovpetro, bid security shall be invalid.

² Bidders' name can be one of following cases:

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

³ Insert as prescribed in point 18.2 Bidding Data Sheet (BDS).

⁴ Insert date deadline for bid submission in accordance with BDS 21.1



GUARANTEE FOR BID PARTICIPATION (DEPOSIT)

Date: (Date of signing application for bidding)

Name of bidding package:..... (Name Package according to Bid Announcement)

Name of project: (Name project)

Bid invitation No. :.....(In case of limited tendering)

Attention to: _____ (full name and address of employer)

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

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

4. Vietsovpetro's bank account:

Beneficiary's name: Vietsovpetro

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

Account Number: 008.100.00000.11 (VND) / 0081370000029 (USD)

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



BIDDING PRICE SCHEDULE OF SERVICES

Nº.	List of services	Description of service	Quantity	Unit of measure	Unit price	Total amount
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	FIRING STUDY FOR BOILER WITH GAS, DO AND CRUDE OIL	As per TR (Item 5.1.1)	1	Set		
2	EVALUATION OF EXISTING BOILER EFFICIENCY BEFORE IMPLEMENTING BOILER CONVERSION	As per TR (Item 5.1.2)	1	Set		
3	COMBUSTION SYSTEM includes the following skids/systems:	As per TR (Item 5.1.3)	1	Set		
3.1	GAS SUPPLY SKID					
3.2	GAS VALVE ENCLOSURE (GVE)					
3.3	CRUDE OIL PUMP STATION					
3.4	CRUDE OIL HEATER SKID					
3.5	DO PUMPING STATION					
3.6	OIL VALVE ENCLOSURE (OVE)					
3.7	AUTOMISING MEDIA SKID					
3.8	NITROGEN RACK					
3.9	CO2 SUPPLY					
3.10	GAS VENTILATION SYSTEM					
3.11	CRUDE OIL VENTILATION SYSTEM					
3.12	BURNER					
3.13	COMBUSTION AIR FUEL GAS SYSTEM					
4	FEEDWATER & STEAM SYSTEM	As per TR (Item 5.1.4)	1	Set		
5	CONTROL SYSTEM	As per TR (Item 5.1.5)	1	Set		
6	POWER DISTRIBUTION SYSTEM	As per TR (Item 5.1.6)	1	Set		
7	SITE INSTALLATION AND SITE ACCEPTANCE TEST	As per TR (Item 5.2)	1	Lot		
	Total price (=1+2...+7)					
	Taxes and fees inside Viet Nam (VAT, import tax, custom fee, CIT, temporary import, re-export...)					
Tổng cộng: (Total bid price inclusive of taxes and fees (if any)) – Transfer to Bidding Form						

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

Note:

Columns (1), (2), (3), (4), (5) : As per in Part 4, Attachment I –Scope of service.

Columns (6), (7): quoted by the Bidder. The Bidder inserts unit price and amount of each service. The Bidder must calculate and include expenses associated with duties, taxes and fees (if any).

When participating in bidding, bidders have to take responsibility of researching, calculating and offering sufficient tax, fees, charges (if any) in response to tax rates, expenses, fees at the time 28



days prior to the stipulated deadline for bid submission.

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

Bidder must offer detail price in compliance with Scope of service in the total estimated cost table in Part 4.

For foreign bidders:

Bidding prices shall include all taxes, fees, charges (if any) levied in connection with the performance of this Contract outside BUYER's country and Personal income tax (PIT) arisen inside BUYER's country. The Bidding price does not include Foreign contractor withholding tax (FCWT) for service and GOODS in Vietnam. Vietsovpetro will calculate and add FCWT 15.79% into the offered price for comparison and evaluation.

For imported material / equipment (if any), the delivery term is CFR Vietsovpetro port, Vungtau City, S.R Vietnam, Incoterm 2010.

For Vietnamese bidders (for Block 09-1):

Bidding prices shall include all taxes, fees, charges (if any) levied in connection with the performance of this Contract.

For imported material / equipment (if any):

- Based on the Article 7 of Intergovernmental Agreement dated 27th December 2010 between Socialist Republic of Vietnam and Russian Federation on continuous cooperation in geological exploration, oil and gas exploitation at continental shelf of Socialist Republic of Vietnam, Vietsovpetro is exempted from customs duty in territory of Socialist Republic of Vietnam when moving in/out material, equipments and goods for Vietsovpetro's main production. **Bidders are requested to confirm using quota or not.**
- In case of using quota of Vietsovpetro for Block 09-1, bidding price includes all taxes, fees, charges (if any) arisen inside Vietnam and shall be taken into consideration exemption of import tax / temporary import and re-export tax and VAT for ONLY value of imported goods on customs declaration from using List of exempted goods available for Vietsovpetro in Block 09-1.

(When using quota of Vietsovpetro for Block 09-1, quantity of the imported material / equipment must not exceed the quantity stipulated in the contract. In case the actual used quantity is less than the imported quantity, bidder must be responsible for imported tax and VAT for the differences).

Line item	Description of goods	Unit	Quantity	Unit price	Extended Price per line item
1					
2					
					
	...				



	<i>Total bidding price of goods including taxes, fees, charges (if any) arisen inside Vietnam and shall be taken into consideration exemption of import tax and VAT for imported goods from using List of exempted goods available for Vietsovpetro in Block 09-1.</i> Note: - Request to describe all the works and the Goods following requirements in Scope of supply indicated in Technical requirement (attached). - Request to breakdown value for each line item and for all items in Scope of services.
--	---

- In case of not using quota of Vietsovpetro for Block 09-1, bidding price includes all taxes, fees, charges (if any) arisen inside Vietnam.

Line item	Description of goods	Unit	Quantity	Unit price	Extended Price per line item
1					
2					
					
	...				
	Total bidding price				
	VAT				
	Total bidding price including VAT				

Contract price will be converted to VND by Vietcombank's selling exchange rate at Deadline for Bid submission date.

For Vietnamese bidders (for other Blocks):

Bidding prices shall include all taxes, fees, charges (if any) levied in connection with the performance of this Contract.

For imported material / equipment (if any):

- Based on the Article 12.10.(a), (b), (đ), of Decrees No.87/2010/NĐ-CP dated 13th August 2010 and Article 100.11 (a), (b), (e) of Circulars No.128/2013/TT-BTC dated 10th September 2013 of Ministry of Finance on continuous cooperation in geological exploration, oil and gas exploitation at continental shelf of Socialist Republic of Vietnam, Vietsovpetro is exempted from import tax in territory of Socialist Republic of Vietnam when moving in/out material, equipments and goods which have not yet been produced inside Vietnam for Oilfield on Block (...). **Bidders are requested to confirm using quota or not.**
- In case of using quota of Vietsovpetro for Block, import tax / temporary import and re-export tax and VAT will be quoted separately.
(When using quota of Vietsovpetro for Block, quantity of the imported material / equipment must not exceed the quantity stipulated in the contract. In case the actual used quantity is less than the imported quantity, bidder must be responsible for imported tax and VAT for the differences).

Line item	Description of goods	Unit	Quantity	Unit price	Extended Price per line item	Import tax	VAT	Total Price including all taxes
1	Goods 1							
2	Goods 2							
	...							
n	Goods n							
	Total bidding price:							...
	Import tax							
	VAT							
	Total bidding price including all taxes:							



- In case of not using quota of Vietsovpetro, bidding price includes all taxes, fees, charges (if any) arisen inside Vietnam.

Line item	Description of goods	Unit	Quantity	Unit price	Extended Price per line item
1					
2					
					
	...				
	Total bidding price				
	VAT				
	Total bidding price including VAT				

Contract price will be converted to VND by Vietcombank's selling exchange rate at Deadline for Bid submission date.



BIDDER'S INFORMATION FORM

Date: _____

NCB No. and title: _____

Bidder's name: _____ *[specify Bidder's name]*

In case of consortium, insert name of each partner in consortium

Place of business registration *(indicate province/city of Constitution)*

Year of business founding / incorporation ____ *[year of company founding]*

Bidder's legal address *(in country of registration)*

Bidder's legitimate representative information:

Name:

Address:

Telephone/fax numbers:

E-mail address:

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

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



INFORMATION FORM FOR CONSORTIUM BIDDER'S MEMBERS¹

Date: _____

Bid package No. and titles: _____

Consortium Bidder's name:

Consortium member's name:

Consortium member's country of registration:

Consortium member's year of foundation:

Consortium member's legal address in country of registration:

Consortium member's legitimate representative information:

Name:

Address:

Telephone/fax numbers:

E-mail address:

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

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

Note:

¹In case of consortium, each member must declare this form.



LIST OF COMPANIES TO PERFORM THE WORK OF BIDDING PACKAGE ⁽¹⁾

No.	Name of company ⁽²⁾	Part of work ⁽³⁾	% of bidding package (4)	Remarks
1				
2				
3				
4				
5				
...				

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

Ghi chú:

(1) In case the contractor participating in the bid is the parent company (for example, a Corporation), the contractor must clearly declare the work for subsidiaries and member companies. The evaluation of the contractor's experience and capacity is based on the value and volume undertaken by the parent company, subsidiary, and member company in the bidding package and declared in the bid. In case the participating contractor is not the parent company, this Form is not applicable.

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

(3) Specify the part of the work undertaken by the subsidiary or member company.

(4) Specify the % of work undertaken by the subsidiary, the member company compared to the bid price.



HISTORICAL CONTRACT NON-PERFORMANCE¹

Bidder's name: _____

Date: _____

Consortium partner's name (if any): _____

Non-Performed Contracts in accordance with Criteria 2.1 of Chapter III, Bid Evaluation Criteria

- ☐ Contract non-performance did not occur since 1st January year ____ [*insert number*] specified in Chapter III, Bid Evaluation Criteria, criterion 2.1.
- ☐ Contract(s) not performed since 1st January year ____ [*insert number*] specified in Chapter III, Bid Evaluation Criteria, criterion 2.1.

Year	Non-performed portion of contract	Contract Identification	Total contract value (current value, currency unit, exchange rate, equivalent value in VND)
		Contract Identification: Name of Employer: Address of Employer: Reason(s) for non performance:	

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

Note:

¹Bidders must declare accurately, honestly such historical contracts non-performance; if Vietsovpetro discovers any bidder having its historical contract non-performance without declaration, the bidder shall be considered fraud and the Bid Proposal will be rejected.

In case of consortium bidders, each member must declare according to this Form.



BIDDER'S HISTORICAL FINANCIAL PERFORMANCE¹

Bidder's name: _____

Date: _____

Name of Consortium member (if any): _____

Financial Data for Previous 05 Years ² [VND]		
Year 01	Year	Year 05

Information from balance sheet

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

Information from Income Statement

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

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

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

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

Note:

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

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

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



AVERAGE ANNUAL TURNOVER ⁽¹⁾*(Not applicable)*

Each bidder or joint venture member must fill out this form.

The information provided must be the annual revenue from service provision activities of the contractor or each joint venture member in each year for work being performed or completed on the basis of invoiced amounts. application to the contractor or to each joint venture member.

Contractor's annual revenue figures for the most recent ____year	
Year	Amount (VND)
Contractor's average annual revenue⁽³⁾	

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

Note:

- (1) In case of a joint venture contractor, each member of the joint venture contractor must write in this Form.
- (2) The bid solicitor needs to record the deadline described in the Table of evaluation standards for capacity and experience in Section 2, Chapter III - Bid evaluation standards.
- (3) To determine the average annual revenue, the contractor will divide the total revenue of the years by the number of years based on the information provided.



FINANCIAL RESOURCES¹

Specify the expected financial resources, such as liquid assets², credit limit and other financial resources (other than any contractual advance payments) available to meet the financial resources requirement indicated in Form 16 in this Chapter

Financial Resources		
No.	Source of financing	Amount (VND/USD)
1		
2		
3		
...		
Total source of financing of bidder (TSFB)		

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

Note:

¹ Every bidder or consortium member must provide his own information of financial resources with proof of document.

The mobilized financial resources estimated by bidder to implement the bidding package is calculated by this formula:

$$FR = TSFB - RRFC$$

With:

- FR: the estimated mobilized financial resources to implement the bidding package;
- TSFB: total source of financing of bidder (total source of financing specified in this form);
- RRFC: cumulative financial resources requirement for current contract commitments (specified in Form no 16);

Bidder is evaluated as meeting requirements of the financial resources for the bidding package if having estimated mobilized financial resources to implement the bidding package (FR) at least equal to the required value specified at Evaluation criteria 3.3 Point 2.1 Chapter III – Bid Evaluation criteria.

In case bidders submit the written credit commitments in Bid Proposal from the credit organizations legally operating in Vietnam, that irrevocably undertake to issue credit to bidder in order to implement the under evaluated bidding packing with the line of credit at least equal to the required value specified at Evaluation criteria 3.3 Point 2.1 Chapter III – Bid Evaluation criteria during the period of executing contract, bidder shall be evaluated meeting the financial resource requirements of the bidding package and not required to declare the information specified in this form and form no. 16.

² Liquid Assets mean cash and cash equivalents, short-term financial instruments, short term available-for-sale-securities, marketable securities, trade receivables, short-term financing receivables and other assets that can be converted into cash within one year.



**MONTHLY FINANCIAL RESOURCES REQUIRED FOR EACH CONTRACTS¹ IN
PROGRESS**

No.	Name of Contract	Employer's Contact (Address, Tel, Fax)	Contract Completion Date	Remaining Contract Period in months (A) ²	Outstanding Contract Value (B) ³	Monthly Financial Resources Requirement (B/A)
1						
2						
3						
...						
Cumulative Financial Resources Required for Current Contracts Commitments (RRFC)						

Legitimate representative of the bidder

(Specify name, title, sign and stamp)

Note:

¹ Bidder (or each consortium member) should provide information indicated below in order to calculate the aggregated financial resources requirement, which equals the sum of: (i) the Bidder's (or each consortium partner's) current commitments on all contracts that have been awarded or for contracts approaching completion; (ii) financial resources requirement for subject contract as determined by the Employer. Bidder must also disclose any other financial obligations that could materially affect the implementation of subject contract if such contract were to be awarded to the Bidder.

2 Remaining contract period to be calculated from 28 days prior to bid submission deadline.

3 Remaining Outstanding Contract Values to be calculated from 28 days prior to the bid submission deadline.



SIMILAR CONTRACT PERFORMED BY BIDDER¹

Date __ month __ year __

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

Descriptions of each contract should contain following information:

Contract name and number	<i>[Full name of contract, identification]</i>		
Contract signing date	<i>[insert Day month year]</i>		
Completion date	<i>[insert Day month year]</i>		
Total contract amount	<i>Total contract amount and currency signed</i>		Equivalent VND/USD
If partner in a consortium, specify participation in total contract amount	<i>[Percent of total]</i>	<i>Total amount and currency signed</i>	
Project's name	<i>[Full name of project of which has contract being declared]</i>		
Purchaser's name	<i>[Insert Full name of Purchaser in contract being declared]</i>		
Address	<i>[Insert Full current address of Purchaser]</i>		
Telephone/fax: E-mail:	<i>[Telephone no, fax no including country code, postcode and E-mail address]</i>		
Description of similarity in accordance with Criteria 2.1 of Section III – Evaluation Criteria			
1. Types of goods	<i>[Insert appropriate information]</i>		
2. Value	<i>[Insert amount in VND/USD]</i>		
3. Size of performance	<i>[insert size of similar contracts/project in accordance with contract]</i>		
4. Other characteristics	<i>[other characteristics if necessary]</i>		

Bidders must attach copies of original documents related to contracts (confirmation from Purchaser's of completed contract in accordance with related content in the above table)

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

Note:

1. In case of consortium, each member must declare according to this Form.
2. Bidders only declare the similar content with the requirements of the bidding package.



PROPOSED KEY PERSONNEL

- For each job proposed at this Form, the Bidder must declare detailed information in accordance with Form 10 and Form 11 of this Chapter.
- The Bidder must declare key personnel on site with sufficient skills in response to requirements at Criteria 2.2 of Chapter III – Bid Evaluation Criteria and ready to mobilize for bidding package; personnel that are already mobilized for other bidding packages with the same performance time shall not be declared. In case of deceit declaration, the Bidder will be considered fraud.

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

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



PROFESSIONAL CURRICULUM VITAE OF KEY PERSONNEL

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

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

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



Form No. 15 (b)

(Not applicable)

PROFESSIONAL EXPERIENCE

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

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

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



(Not applicable)

LIST OF EQUIPMENT

(If the application form does not stipulate the ability to mobilize major machinery and equipment, this form shall be deleted)

Bidders are only allowed to declare the main equipment that meets the requirements for the main equipment as stated in the list according to the requirements specified in Section 3 Chapter III - Bid Evaluation Criteria that can be readily mobilized. for the bidding package; The equipment mobilized for other bidding packages must not be declared with the same mobilization time as the implementation time of this bidding package. In case of dishonest declaration, the contractor will be assessed as fraudulent.

Equipment must be owned by the contractor or can be rented, but the contractor must demonstrate the ability to mobilize to meet the requirements of the bidding package. In case the equipment is owned by the contractor, it must be accompanied by documents to prove that the equipment is owned by him. In case of leasing, there must be an equipment rental contract and documents proving that the equipment is owned by the lessor. Contractors must declare in the form below for each type of equipment:

Name of equipment				
Information	Manufacturer		Model	
	Power		Year of manufacture	
	Function		Country of Origin	
Condition	Location			
	Mobilization status			
Sources	Ownership:			
	☐ Owned	☐ Rent	☐ For rent	☐ Special manufactured

For equipment not owned by the contractor, the contractor must declare the following information:

Ownership	Name of Owner	
	Address of Owner	
	Phone	Name and Title
	Fax	Telex
Agreement	Agreement on renting equipment for the project	

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



SCOPE OF WORK USING SUB-CONTRACTORS¹

No.	Name of sub-contractor²	Scope of work³	Amount of work⁴	Value estimated⁵	Contract or agreement document with sub-contractor⁶
1					
2					
3					
4					
...					

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

Note:

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

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

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

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

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

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



LIST OF SPECIALIZED SUB-CONTRACTORS¹

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

STT No	Name of specialized subcontractor ²	Scope of work ³	Amount of work ⁴	Percentage value estimated ⁵	Contract or agreement document with specialized sub-contractor ⁶
1					
2					
3					
4					
...					

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

Note:

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

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

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

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

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

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



LIST OF SUBSIDIARIES TO PERFORM THE WORK OF BIDDING PACKAGE

STT	Name of subsidiary ⁽²⁾	Scope of work (3)	% compared to bidding package (4)
1			
2			
...			

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

Remarks:

(1) In case the contractor participating in the bidding is the parent company (for example, a Corporation) that mobilizes its subsidiaries or member companies to perform a part of the work in the bidding package, it must make a specific declaration in this Form. The evaluation of the contractor's experience and capacity is based on the value and volume undertaken by the parent company, subsidiary, and member company in the bidding package. In case the participating contractor is not the parent company, this form is not applicable.

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

(3) Specify the part of the work undertaken by the subsidiary or member company.

(4) Specify the value of the work performed by the subsidiary or the member company compared to the bid price.



**SOLUTIONS AND METHODOLOGY PROPOSED BY THE BIDDER TO PROVIDE
NON-CONSULTING SERVICES**

FOR PERFORMANCE OF SERVICES

The contractor prepares the proposal according to the contents specified in Chapter V - Requirements on scope of supply, including the following parts:

- 1. Solution and methodology;*
- 2. Execution plan;*

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



PART 2. SCOPE OF WORK REQUIREMENTS

Chapter V. Scope of Supply

(Refers to Attachment 01 in Part 4)



PART 3.

CONDITIONS OF CONTRACT AND CONTRACT FORMS

Form 19. Letter of Proposal Acceptance and Contract Award

Form 20. Contract form

Form 21. Form of Performance Bond

Form 22. Form of Repayment guarantee



LETTER OF PROPOSAL ACCEPTANCE AND CONTRACT AWARD
BID AWARD ADVICE

To:

Attention:

Fax:

Subject:

Dear Sir,

Thank you very much for your Quotation for provision of “.....” (VSP’s package No.). We hereby would like to confirm that your company is the winner for the Tender and to be awarded a Contract on the following terms and conditions:

- Scope of supply:
- Total price: **USD**.
- Delivery date:
- Performance bond: 03% awarded amount. The validity period of Performance Bond will be delivery time plus 60 days from the date of P/O.
- And other terms and conditions that were agreed during our negotiation stage.

Vietsovpetro shall finalize and sign the contract in the shortest possible time. You are kindly requested to confirm bid award by writing within 02 working days upon receiving this letter.

In addition, you are kindly requested to open the Performance bond as mentioned above and send to Vietsovpetro soon. Your Bid bond shall be returned to you after Vietsovpetro receiving the Performance bond.

Yours faithfully

For Vietsovpetro

Manager of Commercial Departement



FORM OF CONTRACT

CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM
Độc lập – Tự do – Hạnh phúc

SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom - Happiness

V/v: “.....”)

“Provision of”)

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

Whereas Company for and on behalf of itself requires the provision of “.....” and Contractor is willing to provide such services on the terms and conditions hereinafter contained.

Hôm nay, ngày ____ tháng ____ năm 20...., các bên gồm:

Today, ____ / ____ /20..., we are:

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

COMPANY : VIETSOVPETRO - Hereafter referred to as Party A

Người đại diện : Ông Vũ Mai Khanh - Tổng Giám đốc

Representative : Mr. Vu Mai Khanh - General Director

Địa chỉ : 105 Lê Lợi, Phường Vũng Tàu, TP.HCM

Address : 105 Le Loi Street, Vung Tau ward, Hochiminh city

Điện thoại : 84-254-839871/ Telephone: 84-254-839871

Fax : 84-254-839857/ Fax number : 84-254-839857

Tài khoản số : 008.1.00.00000.1.1 tại Ngân hàng TMCP Ngoại thương Việt Nam, CN Vũng Tàu

Account No. : 008.1.00.00000.1.1 at JSC Bank for Foreign Trade of Vietnam, Vung Tau Branch

Mã số thuế : 3500102414 / Tax code: 3500102414

BÊN BÁN :- Gọi tắt là Bên B

CONTRACTOR:- Hereafter referred to as Party B

.....

Hai bên thỏa thuận ký kết hợp đồng với những điều khoản dưới đây:

Two parties agreed to sign this contract with following articles:

Điều 1. Nội dung công việc

Article 1. Subject of the Contract

1.1 Bên B sẽ thực hiện “.....” (sau đây gọi tắt là “Công việc”) theo yêu cầu như đã nêu trong Phụ lục 1 [Yêu cầu kỹ thuật và phạm vi công việc] của Hợp đồng này.

Party B shall conduct “.....” (hereinafter referred to as “Work”) with requirements as specified under Appendix 1 - [Technical Requirement & Scope of Work] of this Contract.



- 1.2 Bên B đảm bảo rằng Công việc sẽ được thực hiện một cách cẩn thận, tận tình và mang tính chuyên nghiệp cao.
Party B ensures that the Work is conducted with care, diligence and in a professional manner.
- 1.3 Công việc sẽ được Bên B thực hiện bởi nhân sự, thiết bị và/hoặc nguyên vật liệu của mình như được quy định trong các Phụ lục 1 [Yêu cầu kỹ thuật và phạm vi công việc] và Phụ lục 3 [Danh sách nhân sự nhà thầu] của Hợp đồng này.
Bên B bảo đảm rằng nhân sự tham gia dự án này có đủ khả năng chuyên môn, trình độ kỹ thuật và kinh nghiệm theo Phụ lục 3 và mọi thiết bị ở trong tình trạng hoạt động tốt để thực hiện công việc và những yêu cầu khác được nêu trong Hợp đồng này và các Phụ lục kèm theo.
Work shall be conducted by Party B's personnel, equipment and materials as required under Appendix 1 [Technical Requirement & Scope of Work] and Appendix 3 [List of Personnel of Party B] of this Contract.
Party B ensures that the personnel involved in this project have the qualifications, technical qualifications and experience as set out in Appendix 3 and that all equipment is in good working order to perform the job and other requirements are stated in this Contract and the attached Appendices .
- 1.4 Trong quá trình thực hiện Công việc, nếu Bên A nhận thấy và chứng minh nhân sự hoặc thiết bị, vật tư của Bên B không có khả năng thực hiện dịch vụ, Bên A sẽ thông báo cho Bên B bằng văn bản và có sự xác nhận và đồng ý của Bên B. Bên B bằng chi phí của mình khắc phục ngay tình trạng này bằng việc thay thế nhân sự hoặc thiết bị khác với sự đồng ý trước của Bên A.
During the Work performance, if Party A realize and prove that personnel or equipment, materials of Party B is not capable of conducting the services, Party A shall notify Party B in writing with confirmaiton and acceptance of Party B. Party B, at its own expenses, will remedy this circumstance by changing another personnel or equipment with prior consent of Party A.
- 1.5 Bên B sẽ thực hiện Công việc được nêu tại Phụ lục 1 [Yêu cầu kỹ thuật và phạm vi công việc] của Hợp đồng bằng chi phí của mình. Bên A sẽ thanh toán cho Bên B theo các quy định tại Điều 5 dưới.
Party B shall conduct the Work as specified at Appendix 1[Technical Requirement & Scope of Work] of the Contract in its expenses. Party A shall pay Party B in accordance to terms in the Article 5 below.

Điều 2. Thay đổi nội dung công việc

Article 2. Change of Work

- 2.1 Bên A có thể thay đổi một phần hoặc bổ sung nội dung công việc bất cứ lúc nào nhưng phải thông báo trước cho Bên B bằng văn bản. Sau khi có thông báo bằng văn bản của Bên A, Bên B sẽ cùng Bên A thảo luận và lập biên bản thay đổi nội dung công việc trước khi tiến hành công việc thay đổi liên quan, đồng thời:
Party A may change a part or supplement work content at any time but must inform Party B in advance in writting notice. After having written notice from Party A, Party B will discuss with Party A and set up the minute of change of work content before proceeding the change, at the same time:
- 2.1.1 Bên B sẽ tính toán các thay đổi về chi phí và thời gian thực hiện Công việc khi thay đổi nội dung của công việc;
Party B shall calculate the changes of costs and time to conduct the Work with change of the work content;
- 2.1.2 Hai bên sẽ xem xét những điều khoản của Hợp đồng có thể ảnh hưởng bởi các thay đổi này.



The Parties shall consider other terms and conditions of the Contract which may affect from such changes.

- 2.2 Biên bản như đã nêu tại Điều 2.1 về sự thay đổi phải được người có thẩm quyền của hai Bên ký xác nhận và được xem như một phần không thể tách rời của Hợp đồng này.
The minutes as stated under Article 2.1 regarding the change must be signed by authorized representatives of the Parties and are deemed in integral part of the Contract.
- 2.3 Bên B chỉ thực hiện công việc thay đổi liên quan sau khi Đại diện có thẩm quyền của Bên A đã đồng ý và ký xác nhận vào biên bản về thay đổi nội dung công việc.
Party B shall perform the work of the change after Authority person Party A agree and sign on the minute of change of work content.

Điều 3. Đại diện của Bên A và Bên B

Article 3. Representative of Party A and Party B

- 3.1 Bên A sẽ chỉ định người đại diện giám sát Hợp đồng và có thẩm quyền ra các quyết định cuối cùng trong các công việc liên quan trong quá trình thực hiện Hợp đồng (sau đây gọi tắt là “Đại diện của Bên A”).
Party A shall appoint a representative who will supervise the Contract and has the authority to make the final decision for the work during the performance of the Contract (hereinafter referred to Representative of Party A).
- 3.2 Đại diện của Bên A được phép uỷ quyền cho người khác thực hiện và đảm nhận trách nhiệm của mình nếu có sự thông báo trước bằng văn bản cho Bên B.

Representative of Party A is allowed to authorise another person to take and resume his /her responsibilities if giving Party B the prior written notice.

- 3.3 Trong quá trình thực hiện dịch vụ, những hướng dẫn và chỉ thị quan trọng phải được đại diện của Bên A thông báo bằng văn bản.

During performance of the Contract, any important guidance and instructions must be notified in written documents by the Representative of Party A.

- 3.4 Bên B cũng chỉ định người đại diện có thẩm quyền của mình và thông báo cho Bên A biết về người đó. Người đại diện của Bên B phải được Bên A chấp nhận trước khi thực hiện công việc. Người đại diện của Bên B sẽ có mặt trong suốt thời gian làm việc và có thẩm quyền thay mặt cho Bên B trong việc xử lý công việc được nêu trong Hợp đồng này.

Party B also appoints its representative with notice to Party A. The representative of Party B shall be at consent of Party A before commencing the services. The representative of Party B shall be present during working time and is authorised for Party B to process the work as defined under this Contract.

- 3.5 Nhóm giám sát kỹ thuật của Bên A sẽ làm việc trực tiếp với Bên B bằng văn bản thông qua các số liệu và báo cáo mà Bên B thực hiện hàng tuần theo như quy định tại Điều 4 để đảm bảo dịch vụ được tiến hành đạt chất lượng và thời gian như yêu cầu của Bên A. Tuy nhiên, sự tham gia của Nhóm giám sát của Bên A sẽ không làm giảm nhẹ trách nhiệm của Bên B về toàn bộ nghĩa vụ đã được quy định trong Hợp đồng này.

The specialist(s) of Party A shall work directly with Party B by data and report transmittal that are weekly conducted by Party B as clearly stated under Article 4 to ensure the quality of work and time as required by Party A. However, the participation of specialist(s) of Party A shall not lessen the responsibilities of Party B as specified under the Contract.

- 3.6 Trong quá trình thực hiện Công việc tại công trình, nhóm giám sát bên A được quyền tham gia trực tiếp xem xét thiết bị của bên B, chứng kiến và theo dõi quá trình thực hiện Công việc của Bên B. Bên B có trách nhiệm phối hợp, hỗ trợ và tạo mọi điều kiện cho người của bên A



thực hiện công tác giám sát tại công trình khi bên A yêu cầu.

During the execution of Work at site, Party A's personnel can join in inspecting Party B's equipments and direct supervision of Party B's Work process. Party B is responsible for coordinating, supporting and creating all conditions for Party A's personnel to carry out their supervision at site when Party A requests.

Điều 4. Số liệu và báo cáo

Article 4. Data and reports

- 4.1 Bên A có trách nhiệm cung cấp số liệu và tài liệu phục vụ cho công tác triển khai Công việc cho Bên B.
Party A has responsibilities to provide data and documents for the Work implementation to Party B.
- 4.2 Bên B có trách nhiệm bảo quản an toàn tất cả các tài liệu mà Bên A cung cấp cùng với các tài liệu do Bên B xử lý.
Party B has responsibilities to keep safely all documents provided by Party A together with materials processed by Party B.
- 4.3 Bên B có trách nhiệm báo cáo hàng tuần về tiến độ thực hiện Công việc cho Bên A. Bên B cũng sẽ gửi các báo cáo liên quan khác theo yêu cầu của Bên A.
Party B shall report weekly the progress of Work to Party A. Party B also sends related reports upon request by Party A.

Điều 5. Giá trị hợp đồng và phương thức thanh toán

Article 5. Contract value and payment

- 5.1 Tổng giá trị của Hợp đồng là (Bằng chữ:), trong đó:
- Đối với nhà thầu nước ngoài
Giá trị này không bao gồm thuế, phí, lệ phí phát sinh trong Lãnh thổ Việt Nam. Thuế thu nhập cá nhân nhà thầu (PIT), thuế nhà thầu phụ (Nếu có) và thuế, phí, lệ phí phát sinh ngoài Lãnh thổ Việt Nam do Bên B chịu.
 - Đối với nhà thầu trong nước: đã bao gồm có thuế GTGT 10%.
Được thể hiện theo các đơn giá chi tiết ghi ở Phụ lục 2 [Đơn giá và Giá trị của hợp đồng] kèm theo hợp đồng này. Giá trị hợp đồng là giá
- Total of contract value: (In words: ...), as follows:
- For foreign bidders: This value does not include taxes, fees, charges incurred in the territory of Vietnam. The contractor's personal income tax (PIT) and sub-contractor tax (if any) but includes taxes, fees and charges arises outside the territory of Vietnam are paid by Party B.
 - For Vietnamese Bidders: including 10% VAT.
As specified in unit price at Appendix 2 [Price & Value of contract] enclosed this contract. Value of the contract is
- 5.2 Điều kiện thanh toán:
- Lần 1 - Tam ứng: Sau khi ký kết hợp đồng, Bên A sẽ tạm ứng 10% giá trị hợp đồng (Không bao gồm thuế) cho Bên B, trên cơ sở nhận được các chứng từ (Bản gốc) như sau:
 - a) Công văn đề nghị tạm ứng của Bên B.
 - b) Bảo đảm thực hiện hợp đồng theo quy định tại Điều 12 và theo mẫu quy định tại Phụ lục 6 [Bảo đảm thực hiện hợp đồng] của Hợp đồng.
 - c) Bảo lãnh tiền tạm ứng: Do Ngân hàng / Chi nhánh Ngân hàng hoạt động hợp pháp phát hành với giá trị bảo lãnh bằng giá trị tạm ứng và có hiệu lực đến thời điểm Bên A thu hồi hết toàn bộ số tiền tạm ứng. Trong trường hợp đến hết ngày hiệu lực của Bảo lãnh tiền tạm ứng mà

Bên A chưa thu hồi hết toàn bộ số tiền tạm ứng thì Bên B có trách nhiệm phải thực hiện gia hạn thời hạn Bảo lãnh tiền tạm ứng.

- Lần 2 - Thanh toán giai đoạn: sau khi Bên B hoàn thành toàn bộ việc giao hàng theo hợp đồng, Bên A sẽ thanh toán đến 80% giá trị của hợp đồng cho Bên B (bao gồm lần 1), trên cơ sở nhận được các chứng từ (Bản gốc) như sau:
 - a) Công văn đề nghị thanh toán của Bên B.
 - b) Hóa đơn hợp lệ.
 - c) Bộ chứng chỉ hàng hóa của hợp đồng
 - d) Biên bản bàn giao hàng hóa (Phụ lục 8).
- Lần 3 - Quyết toán hợp đồng: Sau khi Bên A nghiệm thu, Bên A sẽ thanh toán 20% giá trị còn lại bao gồm thuế của hợp đồng cho Bên B, trên cơ sở nhận được các chứng từ (Bản gốc) như sau:
 - a) Công văn đề nghị quyết toán của Bên B.
 - b) Hóa đơn hợp lệ.
 - c) Biên bản nghiệm thu được đại diện Bên A ký xác nhận và Lãnh đạo Bên A phê duyệt quy định tại Điều 10 và theo mẫu quy định tại Phụ lục 4.
 - d) Biên bản thanh quyết toán hợp đồng được đại diện Bên A ký xác nhận và Lãnh đạo Bên A phê duyệt quy định tại Điều 10 và theo mẫu quy định tại Phụ lục 4.

Payment term:

- First - Advance payment: After signing the contract, Party A will pay 10% of the contract value to Party B, on the basis of receiving the document (Original) listed below:
 - a) The request for payment of Party B.
 - b) Performance guarantee as prescribed in Article 12 and in the form prescribed in Appendix 6 of the contract.
 - c) Advance guarantee: issued by a bank/bank branch operating legally with the guarantee value equal to the advance value and be effective until the full amount of the advance payment is collected by Party A. In case of expiration of the advance guarantee, if Party A has not fully collected all the advance, Party B shall have to extend the term of the advance guarantee.
- Second - Payment Milestone: After completing delivery of Goods and being accepted by Party A, Party A will pay up to 80% of the contract value (including advance payment) to Party B, on the basis of receiving the document (Original) listed below:
 - a) The request for payment of Party B.
 - b) Invoice.
 - c) Protocol of goods delivery prescribed in Appendix 8 of the contract.
- Third - Settlement: After Party B completes the whole Work and is accepted by Party A for the Final Report, Party A will pay 20% of the remaining contract value to Party B, on the basis of receiving the document (Original) listed below:
 - a) The request for payment of Party B.
 - b) Invoice.
 - c) Minutes of acceptance Final Report is signed for confirmation by Party A's representative and approved by Party A's Leader.
 - d) The contract settlement record is signed for confirmation by Party A's representative and approved by Party A's Leader
 - e) The Hand-over report/ Final Report as prescribed in Article 10 and in the form prescribed in Appendix 4 of the contract is signed for confirmation by Party A's representative.

5.3 Hồ sơ thanh toán sẽ được gửi cho Bên A theo địa chỉ sau:

- Liên doanh Việt - Nga Vietsovpetro



- Địa chỉ: số 105 Lê Lợi, Phường Vũng Tàu, TP.HCM
- Điện thoại: 84-254-3839871 & Fax: 84-254-3839857

Payment documents shall be sent to Party A the below address:

- *Vietsovpetro*
- *Address: 105 Le Loi Street, Vung Tau ward, Hochiminh city*
- *Phone number: 84-254-3839871 & Fax: 84-254-3839857*

5.4 Số tài khoản giao dịch theo hợp đồng này của Bên B:

Bank account for this contract of Party B:

5.5 Phí chuyển tiền do Bên A chịu.

Bank transfer fee is paid by Party A.

5.6 Trong trường hợp có sự sai sót, mâu thuẫn hoặc khiếm khuyết trong các văn bản hồ sơ chứng từ, Bên A sẽ thông báo cho Bên B trong vòng 15 ngày kể từ khi Bên A nhận được bộ hồ sơ chứng từ thanh toán. Bên B trong vòng 15 ngày phải hiệu chỉnh, sửa đổi lại cho phù hợp và thời gian thanh toán đương nhiên được kéo dài thêm tương ứng với thời gian và tiến độ thanh toán quy định trong hợp đồng.

Payments in respect of disputed items may be withheld by Company until the settlement of the dispute by mutual agreement. In the event that Company disputes any item on a particular invoice, Company shall be entitled to withhold from payment only the actual amount in dispute and Company shall inform Contractor of the disputed items within fifty (15) calendar days of the receipt by Company of that particular invoice.

Điều 6: Trách nhiệm của Bên A

Article 6: Responsibility of Party A

6.1 Hỗ trợ cho Bên B thu thập các tài liệu có liên quan đến nhiệm vụ của Hợp đồng, phù hợp với nội dung công việc ghi trong Phụ lục 1 kèm theo Hợp đồng này.

Support Party B in collecting documents relating to responsibilities under the Contract, in line with work content as stated under Appendix 1 of the Contract.

6.2 Bên A chịu trách nhiệm về chi phí vận chuyển vật tư, thiết bị và các chuyên gia của Bên B từ bờ ra công trình biển của Bên A và ngược lại; cũng như đảm bảo cho các chuyên gia của Bên B nơi ở, thức ăn, các dịch vụ y tế cơ bản, thường xuyên và các điều kiện làm việc khác như điều kiện đối với chuyên gia của Bên A tại công trình biển.

Party A is responsible for the cost of transporting materials, equipment and Party B's experts from mobilization place (Vung tau airport/ Petroleum port) to the Party A's site/ platform and vice versa; as well as ensuring Party B's experts on accommodation, food, basic and regular medical services and other working conditions same as Party A's experts.

6.3 Chịu trách nhiệm trong trường hợp mất mát, hư hỏng đối với vật tư, thiết bị, máy móc, dụng cụ thi công của Bên B trong quá trình vận chuyển ra Công trường nếu do lỗi của Bên A.

Take responsibility for any loss or damage to Party B's materials, equipment, machinery, and tools during transportation to the site if it is due to Party A's fault.

6.4 Trong trường hợp cần cấp cứu khẩn cấp hoặc trường hợp xảy ra tai nạn lao động, Bên A sẽ thực hiện dịch vụ cấp cứu cho người của Bên B. Toàn bộ chi phí y tế cấp cứu, chi phí vận chuyển người của bên B về bờ và các chi phí liên quan khác sẽ do Bên B chịu.

In case of an emergency or an occupational accident, Party A will perform emergency services for Party B's people. All emergency medical costs, the cost of transporting Party B's



people to the shore and other related costs will be borne by Party B.

- 6.5 Thực hiện các thủ tục cần thiết để tổ chức Hội đồng nghiệm thu và các hồ sơ liên quan khi kết thúc Hợp đồng.
Carry out necessary procedure to organize the council of acceptance and related documents when the Contract expires.
- 6.6 Chuyển khoản và thanh toán Hợp đồng đúng thời hạn quy định ở Điều 5 của Hợp đồng này.
Transfer and settle the payment for the Contract in a timely manner as specified under the Article 5 of the Contract.

Điều 7. Trách nhiệm của Bên B

Article 7. Responsibility of Party B

- 7.1. Bên B bằng nhân lực, vật tư, thiết bị và chi phí của mình đảm bảo thực hiện đúng yêu cầu nội dung công việc cũng như đảm bảo chất lượng kết quả xử lý như nêu trong Phụ lục 1 của Hợp đồng này.
Party B shall, by its personnel, materials, equipment and costs, ensure to perform the Work properly as stated in Appendix 1 of the Contract.
- 7.2. Tất cả chi phí cho việc đi và đến bên A của các chuyên gia BÊN B bao gồm vé máy bay khứ hồi, đi lại, ăn, ở khách sạn sẽ do BÊN B chi trả. Bên B bằng chi phí của mình tự đảm nhận việc vận chuyển, ăn ở, đi lại và trang bị bảo hộ lao động, các phương tiện bảo vệ cá nhân khác cho nhân sự của Bên B để thực hiện công việc.

All charges for Party B 's Engineers' trip to mobilization place and in Vietnam including but not limited to air tickets, local transportation, hotel accommodation, food... will be borne by Party B. Party B, at its own expense, undertakes the transportation, accommodation, travel and labor protective equipment, other personal protective equipment for Party B's personnel to perform the Works.

- Nhân sự của Bên B khi tham gia làm việc tại công trường ngoài các chứng chỉ, bằng cấp được quy định trong hồ sơ mời thầu và Phụ lục 3 còn phải có chứng chỉ huấn luyện an toàn Bosiet (Opito approved) và chứng chỉ sức khỏe phù hợp với làm việc trên công trình biển (fit to offshore work) còn hiệu lực trước khi thực hiện công việc trên công trình biển của Bên A và tuân thủ nội quy khi làm việc trong các công trình biển của Bên A.

Party B's personnel, when working at site, in addition to the certificates and qualifications specified in the bidding documents and Appendix 3, must also have a Bosiet safety training certificate (Opito approved) and a valid health certificate (fit to offshore work) before performing work on Party A's site and complying with the internal regulations when working at Party A's site.

- Bên B phải đảm bảo tất cả nhân sự của Bên B tham gia thực hiện công việc đều có sức khỏe tốt, trình độ tay nghề, kinh nghiệm... đáp ứng yêu cầu công việc.

Party B must ensure that all Party B's personnel participating in the Work are in good health, professional skills, experience ... meet the job requirements.

- BÊN B sẽ chịu trách nhiệm trong việc bảo đảm cho các chuyên gia của mình đối với bệnh tật, bị thương hay tử vong trong suốt thời gian đến, trở về và ở Việt nam để thực hiện công việc liên quan đến hợp đồng.

PARTY B will be responsible for securing its experts against illness, injury or death during their arrival, return and in Vietnam to perform the Work related to the contract.



- Bên B được sử dụng Nhà thầu phụ như quy định tại Phụ lục 9. Trong trường hợp thay đổi, Bên B phải thông báo cho Bên A về những nhà thầu phụ được đề xuất thay đổi trước khi thực hiện Công việc và phải nộp các quy trình, lý lịch nhân viên và các thông tin liên quan khác theo yêu cầu của Bên B. Bên A có quyền từ chối các nhà thầu phụ do Bên B đề xuất thay đổi mà không cần nêu lý do.

Subcontractors shall be listed in Appendix 9. In case of changing, Party B shall inform Party A of proposed subcontractors prior to the Work and shall submit programs and Personnel resumes and other relevant information at Party A's request. Party A shall have the right to refuse Party B's proposed subcontractors without any reason given.

- Bằng chi phí của mình, Bên B sẽ phải giao thiết bị, vật tư vào kho hoặc điểm tập kết với quy cách, số lượng, chủng loại theo Phụ lục 1 và việc giao nhận, kiểm tra, giám định, đóng gói theo quy định tại Phụ lục 8.

By its own cost, Party B shall deliver equipment, materials to Party A's warehouse or mobilization point with categories, quantities and specifications as stipulated in Appendix 1 and the delivery, notice of shipment and documentation, packing and inspection shall be performed in accordance with Appendix 8.

- 7.2. Bên B có trách nhiệm giữ bí mật, không được chuyển giao kết quả công việc cũng như toàn bộ tài liệu thông tin liên quan đến Hợp đồng này cho Bên thứ ba khi chưa có ý kiến chấp thuận bằng văn bản của Bên A.

Party B has responsibility to keep confidential, not transfer results of work done as well as the documents regarding the Contract to any third party without the written consent of the Party A.

- 7.3. Bên B phải tuân thủ các quy định về an toàn của Bên A theo chính sách nêu tại phụ lục số 10.
- Party B shall comply with Party's A Health, Safety and Environment Policy as specified in Appendix 10.*

Điều 8. Bảo hiểm

Article 8. Insurance

- 8.1 Bên B có trách nhiệm mua và duy trì đơn bảo hiểm trong suốt thời hạn thực hiện Công việc dịch vụ của hợp đồng cho con người, tài sản của bên B phù hợp với luật pháp Việt Nam và thông lệ quốc tế.

Party B is responsible for purchasing and maintaining the policy for the entire term of the service performance of the contract for Party B's people and property in accordance with Vietnamese law and international practice.

- 8.2 Bên A đảm bảo cho Bên B và người của Bên B được miễn trách trước các cơ quan pháp luật và không phải bồi hoàn bất kỳ một khoản chi phí (kể cả chi phí pháp lý) nào đối với những hư hỏng, mất mát, thương tật, tử vong hay mất tích đối với người và tài sản của Bên A với bất kỳ nguyên nhân gì kể cả do lỗi của Bên B (ngoại trừ do lỗi cố ý của Bên B) trong suốt thời gian thực hiện Hợp đồng này.

Party A ensures Party B and Party B's persons are exempt from the legal authorities and do not have to reimburse any expenses (including legal costs) for damages, losses, injury, death or missing to people and property of Party A for any cause including fault of Party B (except due to Party B's intentional fault) during the contract performance period.

- 8.3 Bên B có trách nhiệm bảo quản và trông coi máy móc, vật tư, trang thiết bị, tài sản của Bên A bàn giao cho Bên B trong suốt quá trình thực hiện, đồng thời Bên B chịu trách nhiệm bồi thường cho Bên A mọi tổn thất, thiệt hại đối với tài sản của Bên A nếu do lỗi của Bên B gây



ra trong quá trình thực hiện hợp đồng mà những tổn thất, thiệt hại đó không thuộc phạm vi bảo hiểm hoặc dưới mức miễn thường theo các đơn bảo hiểm của Bên A.

Party B is responsible for maintaining and looking after the machinery, materials, equipment, and property of Party A handed over to Party B during the performing period, and Party B is responsible for any loss or damage to the property of Party A if it is caused by Party B's fault during the performance of the contract provided that such loss or damage is not covered by insurance or below the normal exemption under Party A's policies.

- 8.4 Bên B đảm bảo cho Bên A và người của Bên A được miễn trách trước các cơ quan pháp luật và không phải bồi hoàn bất kỳ một khoản chi phí (kể cả chi phí pháp lý) nào đối với những hư hỏng, mất mát, thương tật, tử vong hay mất tích đối với người và tài sản của Bên B với bất kỳ nguyên nhân gì kể cả do lỗi của Bên A (ngoại trừ do lỗi cố ý của Bên A) trong suốt thời gian thực hiện Hợp đồng này.

Party B ensures Party A and Party A's people are exempted from legal authorities and do not have to reimburse any costs (including legal costs) for damage, loss, injury, death or missing to Party B's people and property for any causes including fault of Party A (except due to Party A's intentional fault) during the contract performance period.

- 8.5 Hai bên cam kết không bên nào chịu trách nhiệm đối với bên kia và cả hai bên đồng ý biện hộ, bảo vệ và đảm bảo cho bên kia được miễn trách đối với tất cả những thiệt hại mang tính hậu quả phát sinh hay có liên quan đến việc thực hiện hay không thực hiện hợp đồng này.

Both parties undertake that neither party is responsible for the other and both parties agree to defend and ensure the other party exempted from all damages resulting from or relating to the performance or non-performance of this contract.

Điều 9. Quyền sở hữu và bảo mật

Article 9. Ownership and confidentiality

- 9.1 Bên B hiểu rằng tất cả các “Thông tin” đã biết và thu được trong quá trình thực hiện Hợp đồng này luôn là tài sản có giá trị lớn của Bên A. Tất cả các “Thông tin” này sẽ không được tiết lộ cho bất cứ Bên thứ ba nào nếu chưa được sự đồng ý bằng văn bản của Bên A. “Thông tin” ở điều này có nghĩa là tất cả các thông tin, tin tức, số liệu, tài liệu, báo cáo, hình vẽ, thiết kế, tài sản trí tuệ, phương pháp, công thức, bí quyết sản xuất, v.v... dưới bất kỳ một dạng diễn đạt nào liên quan đến Hợp đồng này.

Party B understands that all information known and collected during performing the Contract is always a property of value of Party A. All this information shall not be disclose to any third party without the written consent of Party A. Information in this context shall mean all information, news, data, material, report, drawing, design, intellectual property, method, formula, know how, and so on in any form of expression regarding the Contract.

- 9.2 Bên B đảm bảo sẽ không sử dụng những “Thông tin” này bằng bất cứ cách nào xuất phát từ mục đích tư lợi ngoại trừ được sự đồng ý bằng văn bản của Bên A.

Party B warrants not using the Information in any form for any its benefit unless the prior written consent is obtained.

- 9.3 Nghĩa vụ bảo mật “Thông tin” không áp dụng trong trường hợp:

The obligations of keeping confidential the Information is not applicable to the circumstances below:

- 9.3.1 Thông báo công khai là thông tin công cộng;

Public announcement is public news.



- 9.3.2 Thông tin đó được xuất phát từ Bên thứ ba (ngoại trừ Đại diện của Bên A) mà Bên đó làm việc đó một cách hợp pháp nhưng những thông tin đó không phải xuất phát từ Bên A hoặc:
The information comes from the third party (excluding the Representative of Party A) who makes it legally but the information is not coming from the Party A or:
- 9.3.3 Yêu cầu phải tiết lộ từ cơ quan hành chính hoặc cơ quan tài phán Nhà nước có thẩm quyền của Việt Nam.
The requirement of disclosure requested by administrative authorities or jurisdiction of Vietnam.
- 9.4 Điều khoản này sẽ tiếp tục có hiệu lực ngay cả khi Hợp đồng đã kết thúc.
This clause shall survive the termination or completion of the Contract.
- 9.5 Bản quyền của các tài liệu, báo cáo, hình vẽ và các thông tin khác chuẩn bị bởi Bên B trong quá trình thực hiện Hợp đồng hoặc là kết quả của việc thực hiện Hợp đồng sẽ là tài sản riêng của Bên A.
The copyright of material, report, drawing and other information prepared by Party B during executing the Contract or the results of executing so are the private property of Party A.
- 9.6 Bên A đảm bảo không cung cấp hoặc không tiết lộ thông tin, kỹ thuật và công nghệ trong hoạt động sản xuất của Bên B cho Bên thứ ba.
Party A ensure not to supply or disclose information, technical and technology in operation of Party B to any third party.

Điều 10. Thời hạn của dịch vụ và nghiệm thu công việc

Article 10. Durations of service and work acceptance

- 10.1 Thời hạn thực hiện Công việc là ____ ngày kể từ ngày ký hợp đồng cho đến ngày Bên B hoàn thành toàn bộ công việc Công việc. Thời hạn của Hợp đồng có thể được gia hạn theo thỏa thuận chung của các Bên.
Bên B phải lập kế hoạch thực hiện Công việc trình Bên A phê duyệt theo quy định tại Phụ lục 1 và Đính kèm ở Phụ lục 7.
The duration of Work implementation is ____ days from the date of signing the contract until the date Party B completes the whole work of providing Work. The duration of the Contract can be extended subject to mutual agreement of the Parties.
Party B shall submit schedule of Work implettation for Party B approval as required in Appendix 1 and attached to Appendix 7.
- 10.2 Phụ thuộc vào các quy định tại Điều 10.3 dưới đây, không bên nào có quyền đơn phương chấm dứt Hợp đồng.
Subject to Article 10.3, neither party has the right to terminate the Contract.
- 10.3 Tạm ngừng và chấm dứt thực hiện Hợp đồng:
Suspend and terminate the Contract:
- 10.3.1 Bên A có thể tạm ngừng các hoạt động của Bên B liên quan tới việc thực hiện Hợp đồng này tại bất cứ thời điểm nào nếu Bên A phát hiện ra Bên B có lỗi gây ảnh hưởng đến chất lượng và thời hạn thực hiện công việc.
Party A may suspend all activities of Party B at any time if Party A finds that Party B has fault affecting the quality and time of performing the work.
- 10.3.2 Bên A có quyền chấm dứt Hợp đồng này tại bất kỳ thời điểm nào nếu Bên B gây ảnh hưởng đến chất lượng và thời hạn thực hiện công việc và trong trường hợp Bên B có lỗi nhưng không khắc phục các lỗi đó theo yêu cầu của Bên A trong vòng 04 tuần kể từ ngày nhận được yêu cầu bằng văn bản của Bên A.



Party A has the right to terminate this Contract at any time if Party A finds that Party B has fault affecting the quality and time of performing the work and in the case Party B has fault without remedy as requested by Party A within 04 weeks from receiving written notice of fault from Party A.

- 10.3.3 Trong trường hợp Bên A yêu cầu chấm dứt Hợp đồng, Bên B có quyền đề nghị Bên A thanh toán theo quy định tại Điều 5 và Phụ lục 2 của Hợp đồng đối với phần công việc đã được Bên B thực hiện và Bên A chấp nhận cho tới thời điểm chấm dứt.

In case Party A terminates the Contract, Party B has the right to request Party A to pay for the work done by Party B and approved by Party A till the time of such termination as stated at Article 5 and Appendix 2 of the Contract.

- 10.4 Nghiệm thu công việc:
Work acceptance:

- 10.4.1 Sau khi hoàn thành giai đoạn, hoàn thành toàn bộ nội dung công việc, Bên A và bên B sẽ ký Biên bản nghiệm thu hoàn thành, Biên bản nghiệm thu toàn bộ nội dung công việc theo mẫu quy định tại Phụ lục 4 của hợp đồng này. Bên A ủy quyền cho (điền vào đơn vị) là đại diện có thẩm quyền ký Biên bản nghiệm thu trình lãnh đạo Bên A phê duyệt. Bên B có trách nhiệm bàn giao cho đại diện được ủy quyền của Bên A (.....) đầy đủ toàn bộ tài liệu theo yêu cầu kỹ thuật quy định trong nhiệm vụ kỹ thuật quy định tại Phụ lục 1.

After completing each stage, completing the Work, Company and Contractor will sign (a) Protocol of Acceptance confirming that Contractor has completed stage/the Work of the Contract according to the form specified in Appendix No.04. (insert name.....) is authorized to be Company's representative to sign the Acceptance Protocol and submit to Company's management for approval. The date both parties sign this Protocol is considered the date Contractor has completed stage/the Work this Contract. Contractor is responsible for handing over to Company's authorized representative all documents according to this Contract as required in Appendix 1.

- 10.4.2 Các Biên bản nghiệm thu hoàn thành, Biên bản nghiệm thu toàn bộ nội dung công việc được phê duyệt nói trên là cơ sở để thanh toán theo điều 5 của Hợp đồng này.

The approved Acceptance Protocol for each stage/ for Work are the basis for payment according to Article 5 of this Contract.

Điều 11. Phạt chậm và Bồi thường thiệt hại

Article 11. Agreed and Liquidated damages for delay and Damages

- 11.1 Nếu Bên B chậm bắt đầu thực hiện công việc hoặc chậm giao nộp báo cáo và các tài liệu liên quan khác v.v... so với thời gian ghi ở Điều 10 của Hợp đồng này thì Bên B sẽ phải trả cho Bên A khoản phạt chậm với mức 0.5% tổng giá trị Hợp đồng cho mỗi tuần thực hiện chậm.
If Party B delays to commence the work or to submit the report and related documents... as time required in the Article 1 of the Contract then Party B shall pay Party A a sum of agreed and liquidated damages for delay at a rate of 0.5% of the Contract total value for each week of such delay.

- 11.2 Tổng số tiền phạt chậm không vượt quá 8% tổng giá trị Hợp đồng.
The total payment for agreed and liquidated damages for delay shall not exceed 8% of the Contract total value.

- 11.3 Khi tính giá trị bồi thường thiệt hại, nếu ít hơn 04 ngày thì sẽ không tính; nếu từ 04 ngày trở lên thì được tính như một tuần lịch.
When calculating the liquidated damages, if less than 04 days the liquidated damages shall not be applicable, if more than 04 days then a week of liquidated damages shall apply.



- 11.4 Trong trường hợp nếu Bên B:
In cases below if Party B:
- Chậm bắt đầu thực hiện công việc hơn 02 tuần so với ngày ghi ở Điều 10 của Hợp đồng này;
Delay to commence the work more than 02 weeks as time required in the Article 10 of the Contract;
 - Chậm hoàn thành thực hiện công việc trên 01 tháng so với thời gian ghi nhận ở Điều 10 của Hợp đồng này.
Delay to complete the work more than 01 month as time required in the Article 10 of the Contract.
 - Khi đó Bên A có quyền huỷ Hợp đồng và Bên B phải chịu phạt vi phạm với mức 8% tổng giá trị của Hợp đồng. Trong trường hợp này các khoản tiền phạt vi phạm ghi ở Điều 11.1 sẽ không áp dụng.
As of this reason, the Party A reserves the right to terminate the Contract and Party B shall pay agreed and liquidated damages an amount equal to 8% of the Contract total value. In this case the sum of liquidated damages under Article 11.1 shall not be applied.
- 11.5 Để thu hồi khoản tiền phạt vi phạm, Bên A sẽ toàn quyền: (1) khấu trừ khoản tiền phạt vi phạm từ các khoản tiền mà Bên A sẽ thanh toán cho Bên B tại Hợp đồng này hoặc theo các hợp đồng khác được ký kết giữa hai bên; (2) Yêu cầu Ngân hàng cấp Bảo đảm thực hiện hợp đồng thanh toán ngay khoản tiền Bên B mở bảo lãnh cho Bên A; (3) Bằng văn bản, yêu cầu Bên B thanh toán. Trong mọi trường hợp, Bên B cam kết nghiêm túc thực hiện nghĩa vụ thanh toán của mình cho Bên A.
For recovering fines for violations, Party A has the right: (1) Deduct the breach of the penalty from the amount that Party A will pay to Party B in this Contract or under other contracts signed between the two parties; (2) Request payment of the amount of money that Party B has to open a Performance Bond to Party A by the Bank (The Bank issues the Performance Bond); (3) In writing, request Party B to pay. In all cases, Party B commits seriously make its payment to Party A.
- 11.6 Trường hợp sau đây Bên A không được phạt chậm:
In below case, liquidated damages for delay shall not be applied:
- Bất khả kháng theo quy định tại Điều 13
 - Bất kỳ sự chậm trễ nào được chấp thuận bởi Bên A theo quy định tại Hợp đồng này.
 - Trong khi thực hiện công việc bất cứ thời gian chậm trễ được ghi nhận bằng văn bản do chờ Bên A cung cấp tài liệu liên quan cần thiết cho công việc.
 - *Force Majeure; or*
 - *Any delay acceptable or reimbursable by Company to Contractor under the terms and conditions of this Contract; or*
 - *The failure of Company to perform any of the Company's obligations which directly or materially affect Contractor's performance schedule as acknowledged in writing by Company.*
- 11.7 Việc bồi thường thiệt hại (nếu có) được thực hiện theo quy định của pháp luật Việt Nam.
Any compensation for damage (if any) shall be made in accordance with the law of Vietnam.

Điều 12. Bảo đảm thực hiện hợp đồng

Article 12. Performance bond

- 12.1 Trong vòng 07 ngày làm việc sau ngày ký hợp đồng (ghi tại trang ... của hợp đồng), Bên B phải nộp giấy Bảo lãnh thực hiện hợp đồng (Phụ lục 6 của hợp đồng này). Bảo lãnh được cấp bởi Ngân hàng / Chi nhánh Ngân hàng hoạt động hợp pháp. Giá trị Bảo đảm thực hiện hợp đồng bằng 3% tổng giá trị hợp đồng.

Party B must submit the Performance guarantee (Appendix 6 of this contract) not later than 07 working days from the date of signing the contract (recorded at page 01 of the contract). The guarantee is granted by a bank/bank branch operating legally. The value of Performance



guarantee is equivalent to 3% of the total contract value,.

Giấy bảo đảm này có hiệu lực bằng thời hạn thực hiện dịch vụ (___ ngày) quy định tại mục 10.1 hợp đồng này cộng thêm 60 ngày lịch.

This guarantee is valid for the durations of service (___ days) specified in clause 10.1 of this contract plus 60 calendar days.

- 12.2 Mọi chi phí liên quan đến việc phát hành bảo đảm thực hiện hợp đồng do Bên B chịu.
All costs relating to the Performance Bond shall be at Party B's account.
- 12.3 Bên B không được nhận lại Bảo đảm thực hiện hợp đồng trong trường hợp Bên B từ chối/không thực hiện hợp đồng sau khi ký hợp đồng.
Party B shall not receive Performance guarantee if Party B refuses/fails to perform the contract after signing the contract.
- 12.4 Trong trường hợp Bên B vi phạm trách nhiệm thực hiện hợp đồng theo quy định tại hợp đồng này thì khoản tiền bảo đảm được Bên A dùng để khấu trừ tiền phạt.
In the event that Party B violates the contract performance obligations under this contract, the amount of guarantee shall be used by Party A to withhold the penalty.
- 12.5 Bên B phải ngay lập tức yêu cầu Ngân hàng phát hành giấy bảo đảm thực hiện hợp đồng thực hiện sửa đổi giấy Bảo đảm thực hiện Hợp đồng trong trường hợp cần gia hạn thời gian hiệu lực của Bảo đảm này vì lý do chậm thực hiện dịch vụ hoặc gia hạn thời hạn thực hiện dịch vụ, đồng thời gửi ngay cho Bên A giấy Bảo đảm đã gia hạn hiệu lực.
Party B must immediately request the Issuing Bank to amend the Performance guarantee in case of necessity to extend the validity of this guarantee due to late service or extending the service period and simultaneously, submit the renewal guarantee to Party A immediately.

Điều 13. Bất khả kháng

Article 13. Force Majeure

- 13.1 Sự kiện bất khả kháng là sự kiện xảy ra một cách khách quan không thể lường trước được và không thể khắc phục được mặc dù đã áp dụng mọi biện pháp cần thiết và khả năng cho phép như: chiến tranh, bạo loạn, xung đột vũ trang, cấm vận, thiên tai (lũ lụt, hỏa hoạn, động đất), dịch bệnh (Epidemic, Pandemic) được WHO/Quốc gia công bố, lệnh phong tỏa Vùng/Quốc gia do Chính quyền sở tại áp đặt.....

Events of force majeure are objected events which are unpredictable and irreversible, even though all necessary solutions and capabilities have been applied, such as war, violence, armed conflict, embargo, natural disasters (floods, fires, earthquakes), Epidemic, Pandemic announced by WHO/ Country, Region/ Country blockade is imposed by the Host Government.

- 13.2 Bên gặp sự kiện bất khả kháng phải thông báo ngay cho bên kia biết và phải cung cấp chứng cứ chứng minh sự kiện bất khả kháng đó là nguyên nhân trực tiếp dẫn tới việc vi phạm hợp đồng.

The party encountering force majeure events must immediately notify the other party and must provide evidence proving that the force majeure event is the direct cause of the breach of contract.

- 13.3 Văn bản xác nhận của Phòng Thương mại và Công nghiệp Việt Nam hoặc cơ quan có thẩm quyền ở nơi xảy ra sự kiện bất khả kháng là bằng chứng đủ để chứng minh sự kiện và thời gian xảy ra bất khả kháng.

Written confirmation by the Vietnam Chamber of Commerce and Industry or the competent authority at the place where the force majeure event occurs is sufficient evidence to substantiate the event existed and the duration of the force majeure event.

- 13.4 Nếu bất kỳ một sự kiện bất khả kháng nào xảy ra, ngăn cản một bên thực hiện toàn bộ hoặc một phần nghĩa vụ theo hợp đồng này thì thời gian thực hiện hợp đồng sẽ được kéo dài thêm bằng thời gian mà sự kiện bất khả kháng diễn ra.

If any force majeure event happen and prevent a Party from performing all or parts of the



contract obligations, the contract duration will be extended by time period that the unexpected event lasting

- 13.5 Nếu sự kiện bất khả kháng kéo dài hơn 02 tháng, mỗi bên đều có quyền chấm dứt hợp đồng này mà không phải bồi thường bất cứ một khoản tiền nào cho bên kia.

If the force majeure event lasts for more than 02 months, each party has the right to terminate this contract without penalty.

- 13.6 Bên không thực hiện được nghĩa vụ theo hợp đồng do ảnh hưởng trực tiếp bởi các sự kiện bất khả kháng phải ngay lập tức thông báo cho bên kia biết. Việc thông báo chậm hơn 10 ngày sau khi bất khả kháng xảy ra làm cho bên gặp bất khả kháng mất quyền miễn trách sau này vì lý do bất khả kháng.

The party fails to execute the contract obligations due to direct effect of force majeure event must immediately notify to the other party. If notice is later than 10 days after the event existed, the party's liability shall not be exempted by the reason of force majeure event

Điều 14. Kiểm tra hàng trước khi giao và đào tạo nhân lực vận hành

Article 14. Factory Acceptance Test (F.A.T), Pre-shipment inspection and Training

- 14.1 BÊN A có quyền cử đại diện của BÊN A đến cơ sở của BÊN B để giám sát quá trình chế tạo, kiểm tra thiết bị chính, kiểm tra trước khi gửi HÀNG HÓA của hợp đồng này theo thời gian cụ thể theo thỏa thuận giữa hai Bên.

PARTY A has the right to send their team of inspectors up to ____ persons for ____ days to SELLER's plant for FAT, Pre-shipment Inspection. The detailed FAT, Pre-shipment Inspection schedules will be discussed by the parties at appropriate time.

- 14.2 Toàn bộ chi phí liên quan đến việc giám sát chế tạo, kiểm tra thiết bị chính, kiểm tra trước khi giao HÀNG HÓA bởi BÊN A sẽ do BÊN A chịu.

All costs related to the supervision of manufacturing, inspection of main equipment, and pre-shipment inspection of the GOODS by PARTY A shall be borne by PARTY A.

- 14.3 BÊN B phải hỗ trợ việc xin visa cho nhân viên của BÊN A và thực hiện những hỗ trợ cần thiết cho nhân viên của BÊN A để giải quyết tất cả các vấn đề liên quan đến việc ăn ở và đi lại tại các nước có liên quan.

PARTY B shall assist for visa arrangement for PARTY A's representatives and shall render all necessary assistance to PARTY A's representatives during their stay in ____.

- 14.4 Bằng chi phí của mình, BÊN B có trách nhiệm tổ chức khóa đào tạo cho 05 kỹ sư của BÊN A trong thời gian tối thiểu 03 ngày tại cơ sở chế tạo của Nhà cung cấp thiết bị.

BÊN B có trách nhiệm thông báo cho BÊN A chương trình đào tạo trước 30 ngày để BÊN A chuẩn bị nhân lực tham gia khóa đào tạo. Chi phí đi lại, ăn ở cho người của Bên A sẽ do Bên A chi trả.

At its own expense, PARTY B shall be responsible for organizing a training course for five (05) engineers of PARTY A for at least three (03) days at Vendor's main Company.

PARTY B shall notify PARTY A of the training program at least thirty (30) days in advance so that PARTY A can arrange personnel to attend the training course. Travel, accommodation, and living expenses of PARTY A's personnel shall be borne by PARTY A.

Điều 15. Giải quyết tranh chấp

Article 15. Dispute resolution

- 15.1 Bất kỳ tranh chấp nào phát sinh từ hợp đồng này sẽ được giải quyết bằng thương lượng giữa hai bên trên tinh thần hợp tác, hai bên cùng có lợi và tôn trọng lẫn nhau.



Any disputes arising from this contract shall be settled by negotiation between the two parties in the spirit of cooperation, mutual benefit and mutual respect

- 15.2 Trường hợp tranh chấp không thể giải quyết bằng thương lượng thì sẽ được giải quyết bằng trọng tài tại Trung tâm Trọng tài Quốc tế Việt Nam (VIAC) tại Hà Nội theo Quy tắc tổ tụng trọng tài của Trung tâm này. Số lượng trọng tài viên là.....người. Phán quyết của Trung tâm trọng tài là cuối cùng và buộc hai bên phải tuân thủ. Bên thua kiện phải chịu phí trọng tài.
- If the dispute can not be settled by negotiation, it will be resolved by arbitration at the Vietnam International Arbitration Center (VIAC) in Hanoi in accordance with its Rules of arbitration. Number of arbitrator isArbitral awards shall be final and binding upon both parties. Arbitration cost shall be borne by the unsuccessful party.*

Điều 16: Các điều khoản khác

Article 16: Other conditions

- 16.1 Những điều không quy định hoặc quy định không đầy đủ trong Hợp đồng này sẽ căn cứ vào luật pháp Việt Nam hiện hành.

Unspecified or inadequate provisions in this Contract shall be performed in accordance with the laws of Vietnam.

- 16.2 Bất kỳ sự sửa đổi, bổ sung nào đối với Hợp đồng này đều phải được lập thành văn bản và có chữ ký của cả hai bên hoặc bằng văn thư có sự đồng thuận của cả hai bên.

Mọi giao dịch trong quá trình thực hiện Hợp đồng được các Bên thực hiện bằng văn bản và gửi theo đường bưu chính hoặc theo số Fax tới địa chỉ đăng ký hoặc số Fax của mỗi Bên ghi trong hợp đồng, theo mẫu Phụ lục số 11 (a, b) kèm theo..

Any amendment or supplement to this contract must be mutually agreed in written document by the two parties. All transactions during the performance of the Contract are conducted by the Parties in writing and sent by post or by Fax number to the registered address or the Fax number of each Party specified in the Contract and emailed to the email address in accordance with the template of Appendix No. 11 (a, b) attached.

- 16.3 Không bên nào được chuyển quyền và nghĩa vụ của mình theo hợp đồng này cho bên thứ ba mà không được sự đồng ý trước bằng văn bản của bên kia.

Neither party may transfer the rights and obligations under this contract to any third party without the prior written acceptance of the other party.

- 16.4 Hợp đồng, tài liệu dẫn chiếu và thứ tự ưu tiên pháp lý như sau:

- (1) Văn bản hợp đồng (kèm theo các Phụ lục hợp đồng);
- (2) Biên bản thương thảo, hoàn thiện hợp đồng;
- (3) Thư thông báo trúng thầu;
- (4) Báo cáo phê duyệt kết quả lựa chọn nhà thầu;
- (5) Hồ sơ dự thầu của Bên B;
- (6) Hồ sơ mời thầu và các tài liệu sửa đổi hồ sơ mời thầu;

Contract, reference document and priority order are as follows:

- (1) Contract documents (enclosed with appendices);
- (2) Minutes of negotiation and finalization of the contract;
- (3) Letter of winning award;
- (4) Report on approval of contractor selection result;
- (5) Bid proposal documents of Party B;
- (6) Invitation to Bid and documents amending the bidding documents;

- 16.5 Hợp đồng này có hiệu lực kể từ ngày Ngân hàng Bên B mở bảo lãnh thực hiện Hợp đồng (ngày



hiệu lực của bảo lãnh) và hoàn thành việc ký Hợp đồng nhưng không muộn hơn 7 ngày làm việc so với ngày được ghi trên Hợp đồng và tiếp tục cho đến khi hai bên thực hiện hết trách nhiệm của mình như quy định trong hợp đồng.

This contract takes effect from the date Party B's Bank opens the Performance Bond (effective date of Performance Bond) and completes the signing of the Contract but not later than 7 working days from the date stated in the Contract and continues until the two parties fulfill their responsibilities as stipulated in the contract.

- 16.6 Hết thời hạn hiệu lực của hợp đồng, nếu hai bên không có khiếu nại gì coi như hợp đồng đã được thanh lý.

On expiry of the contract, if the two parties have no complaints, contract shall be considered as having been liquidated.

- 16.7 Hợp đồng gồm ____ trang và ____ Phụ lục, được lập thành 05 bản bằng tiếng Việt, các bản có giá trị pháp lý như nhau, Bên A giữ 03 bản, Bên B giữ 02 bản.

The contract consists of ____ pages and ____ Appendixes, made in 05 copies in Vietnamese, the copies have the same legal value, Party A shall keep 03 copies, Party B shall keep 02 copies.

ĐẠI DIỆN BÊN A

Representative of Party A

ĐẠI DIỆN BÊN B

Representative of Party B



PHỤ LỤC 1
YÊU CẦU KỸ THUẬT VÀ PHẠM VI CÔNG VIỆC
APPENDIX No. 01
TECHNICAL REQUIRMENT AND SCOPE OF WORK

(As per TR)



PHỤ LỤC 2
GIÁ, ĐƠN GIÁ VÀ GIÁ TRỊ HỢP ĐỒNG
APPENDIX No. 02
SCHEDULE OF CONTRACT PRICE
(TBA)



PHỤ LỤC 3
DANH SÁCH NHÂN SỰ NHÀ THẦU

APPENDIX No. 03

KEY PERSONNEL

1	Project Manager and Production Specialist in charge of the Project management as a whole, making the work plan offshore, offshore supervisor, QC engineering, execution plan, ...	
2	Project member in charge of building work plan, perform all the design documents, training and establishment of implementation, monitoring, operation procedure program, monitoring, analysis ...	
...		



PHỤ LỤC 4
MẪU BIÊN BẢN NGHIỆM THU, BÁO CÁO
APPENDIX No. 04
FORM OF ACCEPTANCE PROTOCOL, REPORTS

Số: / TP.HCM, ngày tháng năm 20..

BIÊN BẢN NGHIỆM THU DỊCH VỤ
(Theo giai đoạn/ hoàn thành dịch vụ)
MINUTE OF ACCEPTANCE
(Partially or fully completed)

- Căn cứ hợp đồng số ký ngày ----- giữa LDVN Vietsovpetro và Công ty
- *On the basis of Contract No. ... signed on ... by Vietsovpetro Joint Venture & ...*

1. Dịch vụ/ Services:

2. Địa điểm thực hiện dịch vụ/ Place where the services have been performed:

3. Thành phần tham gia nghiệm thu/ Participants:

a. Đại diện bên A - Liên doanh Việt - Nga Vietsovpetro (phòng KTTB&VTCN, NIPI, XNKT)

Representatives of Party A – Vietsovpetro Joint Venture (Fleet Dept., Production Division, etc)

b. Đại diện Nhà thầu:

Representatives of Party B – Contractor

4. Thời gian tiến hành nghiệm thu/ Time to perform the acceptance procedure:

Bắt đầu: __ giờ 00 ngày __ tháng __ năm 2026/ *Start: ... (time & date)*

Kết thúc: __ giờ 00 ngày __ tháng __ năm 2026/ *End: ... (time & date)*

Tại / *At:*

5. Đánh giá các mục của dịch vụ / Evaluations:

a) Tài liệu làm căn cứ để nghiệm thu

Documents as a basis for acceptance:

- Các tài liệu theo phạm vi công việc (phụ lục 1);
- *Documents as per Scope of Work (Appendix 1);*

b) Về thời gian thực hiện dịch vụ



Time of performing the services

- Ngày bàn giao tài liệu từ bên A: ngày __ tháng __ năm 2026
- *Date of document handover from Party A: __/__/2026*
- Ngày hoàn thành: ngày __ tháng __ năm 2027
- *Date of completing the services: __/__/2027*

Thời gian thực hiện dịch vụ: __ tháng.

Time duration for completing the services: __ months.

- c) Khối lượng theo phục lục 1 / *Scope of work as per Appendix 1*
- d) Giá trị hợp đồng: VNĐ / *Total Contract Value: ... VND*
- e) Chất lượng dịch vụ: Đạt yêu cầu / *Services quality: Satisfied*
- f) Các ý kiến khác (nếu có): Không / *Other comments (if any): No*

Kết luận của bên A

Party A's Conclusion

Bên B đã hoàn thành dịch vụ đúng theo

Party B has completed the services as per ...

Chấp nhận hoàn thành dịch vụ theo đúng phạm vi công việc của phụ lục 1

Services Acceptance as per Scope of work in Appendix 1

PHỤ LỤC ĐÍNH KÈM BIÊN BẢN/ *ATTACHMENTS OF THE MINUTE*

1. Các tài liệu kèm theo/ *1. Attached documents*

Lãnh đạo bên A phê duyệt/ *Leader of Party A approves:*

Các thành viên bên A / *Members of Party A:*

Đại diện Nhà thầu / *Representatives of Party B – Contractor:*



PHU LUC 4B

MẪU BIÊN BẢN HOÀN THÀNH CÔNG VIỆC GIÁM SÁT LẮP ĐẶT VÀ CHẠY THỬ

Hôm nay, ngày.....tháng.....năm.....

Chúng tôi thành viên ban nghiệm thu của hợp đồng sốgồm có:

Bên A: LIÊN DOANH VIỆT – NGA VIETSOVPETRO

Ông:.....

Bên B: CÔNG TY

Ông:.....

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

Bên A và Bên B cùng lập biên bản nghiệm thu xác nhận hoàn thành công việc lắp đặt, chạy thử thiết bị và đưa hệ thống ... bắt đầu dịch vụ theo điều ... phụ lục 1 của hợp đồng như sau:

- Toàn bộ công việc (dịch vụ) theo mục ... được quy định trong Hợp đồng số _____ ký ngày _____, đã được BÊN B thực hiện đầy đủ theo quy định của Hợp đồng.
- BÊN B đã cử các chuyên gia kỹ thuật và hoàn thành đầy đủ trách nhiệm thực hiện công việc giám sát, lắp đặt, chạy thử theo quy định của Hợp đồng.
- BÊN A đã nhận đầy đủ các tài liệu và được đào tạo, hướng dẫn từ BÊN B theo quy định tại điều __ của Hợp đồng.

Tuy nhiên, việc ký Biên bản này không giải phóng BÊN B khỏi nghĩa vụ và trách nhiệm của mình về giám sát hệ thống khi bơm theo quy định của Hợp đồng.

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

ĐẠI DIỆN BÊN A

ĐẠI DIỆN BÊN B



FORM OF SITE ACCEPTANCE TEST PROTOCOL

Place: Vung Tau ward, Hochiminh City, S. R. Vietnam

Date:

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

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

have made up this Acceptance Protocol to certify that:

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

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

FOR THE BUYER

FOR THE SELLER



PHỤ LỤC 5

MẪU BẢO LÃNH TIỀN TẠM ỨNG

APPENDIX No. 05

FORM OF ADVANCE PAYMENT GUARANTEE

MẪU BẢO LÃNH TIỀN TẠM ỨNG

_____, ngày ____ tháng ____ năm _____

Kính gửi: Liên doanh Việt-Nga Vietsovpetro

Theo điều khoản về tạm ứng nêu trong điều kiện cụ thể của hợp đồng số _____, _____ [Ghi tên và địa chỉ của nhà thầu] (sau đây gọi là nhà thầu) phải nộp cho Liên doanh Việt-Nga Vietsovpetro một bảo lãnh ngân hàng để bảo đảm nhà thầu sử dụng đúng mục đích khoản tiền tạm ứng _____ [Ghi rõ giá trị bằng số, bằng chữ và đồng tiền sử dụng] cho việc thực hiện hợp đồng;

Chúng tôi, _____ [Ghi tên của ngân hàng] ở _____ [Ghi tên quốc gia hoặc vùng lãnh thổ] có trụ sở đăng ký tại _____ [Ghi địa chỉ của ngân hàng⁽¹⁾] (sau đây gọi là “ngân hàng”), theo yêu cầu của Liên doanh Việt-Nga Vietsovpetro, đồng ý vô điều kiện, không hủy ngang và không yêu cầu nhà thầu phải xem xét trước, thanh toán cho Liên doanh Việt-Nga Vietsovpetro một khoản tiền không vượt quá _____ [Ghi rõ giá trị bằng số, bằng chữ và đồng tiền sử dụng].

Ngoài ra, chúng tôi đồng ý rằng các thay đổi, bổ sung hoặc điều chỉnh các điều kiện của hợp đồng hoặc của bất kỳ tài liệu nào liên quan tới hợp đồng được ký giữa nhà thầu và Liên doanh Việt-Nga Vietsovpetro sẽ không làm thay đổi bất kỳ nghĩa vụ nào của chúng tôi theo bảo lãnh này.

Giá trị của bảo lãnh này sẽ được giảm dần tương ứng với số tiền tạm ứng mà Liên doanh Việt-Nga Vietsovpetro thu hồi qua các kỳ thanh toán quy định tại Điều 9 (Thanh toán) của Hợp đồng sau khi nhà thầu xuất trình văn bản xác nhận của Liên doanh Việt-Nga Vietsovpetro về số tiền đã thu hồi trong các kỳ thanh toán.

Bảo lãnh này có hiệu lực kể từ ngày nhà thầu nhận được khoản tạm ứng theo hợp đồng cho tới khi Liên doanh Việt-Nga Vietsovpetro thu hồi hết số tiền tạm ứng.

Đại diện hợp pháp của ngân hàng

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

Ghi chú:

(1) Địa chỉ ngân hàng: Ghi rõ địa chỉ, số điện thoại, số fax, e-mail để liên hệ.



FORM OF REPAYMENT GUARANTEE

TO: VIETSOVPETRO

105 LE LOI ST., VUNG TAU WARD, HOCHIMINH CITY, S. R. VIETNAM.

Dear Sirs,

We, the undersigned, (to insert issuing Bank's name), have made due note of CONTRACT No. dated , 2026 (hereinafter referred to as the CONTRACT), concluded by yourselves (hereinafter called COMPANY) and (hereinafter called CONTRACTOR), for the supplying of with the total CONTRACT PRICE of USD

In accordance with payment conditions of CONTRACT, COMPANY is obliged to effect the downpayment of USD (...% of contract price except service charge).

Taking into consideration of the above, we, (to insert issuing Bank's name) hereby irrevocably and unconditionally undertake to refund you any amount stated hereunder on your simple demand accompanied by the written declaration (telex included) that Seller has failed to fulfill the agreed contract obligations.

Simple declaration from COMPANY shall be accepted by us as conclusive evidence that the amount claimed is due to COMPANY.

The claim, if any, must be made by tested telex, fax message or registered letter to reach us not later than on the expiry date of this Repayment Guarantee.

The limit of our liabilities under this guarantee shall not exceed the amount of USD (...% of contract price except service charge) plus interest calculated at the corresponding LIBOR rate prevailing over the period the advance payment was outstanding, on the amount required herein to be refunded to COMPANY, computed from respective date on which such sum was paid by COMPANY to CONTRACTOR to the date of remittance by transfer of such refund to COMPANY by CONTRACTOR.

The payment under this Repayment Guarantee shall be made by ourselves without deductions for and free of any taxes, imposts, levies or duties present or future of any nature outside of S.R.Vietnam.

It is further guaranteed by us, that the payment under this Repayment Guarantee shall be made by us within 5 days from the receipt of your written demand (telex included) making reference to this Repayment Guarantee.

This Repayment Guarantee comes into force and becomes valid from the date of issuance.

The validity of this Repayment Guarantee will expire upon the signing date of plus 60 days (i.e. _____).

This Repayment Guarantee is to remain in force from the date of issuance up to the date of expiration notwithstanding any change in the structure of CONTRACTOR or of the Bank.

When expired or implemented in full, this Repayment Guarantee turns to be null and void.

Upon expiration of this repayment guarantee, or on the settlement of all claims, this Repayment Guarantee shall be returned to us without any request on our part.

Authorized signature of the Bank
[Full name, title, signature and stamp]



PHỤ LỤC 6

MẪU BẢO LÃNH THỰC HIỆN HỢP ĐỒNG

APPENDIX No. 06

FORM OF PERFORMANCE GUARANTEE

...., ngày...tháng...năm...

<Insert Place and date>

THƯ BẢO LÃNH THỰC HIỆN HỢP ĐỒNG

PERFORMANCE GUARANTEE

Kính gửi:

To:

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

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

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

This GUARANTEE is effective from the issuance date and shall remain valid, binding and in force until _____, hereinafter referred to as "the Expiry Date". For any extensions, renewals, or assignments of the Contract beyond the time stated in this GUARANTEE, BENEFICIARY shall not be required to give notice or obtain the consent of GUARANTOR. This GUARANTEE would be extended upon written request of APPLICANT to cover the extension, renewal or assignment periods.

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

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

GUARANTOR hereby unconditionally and irrevocably guarantees to promptly pay BENEFICIARY an amount or amounts, specified by BENEFICIARY, up to the amount stated above, within 05 working days upon our receipt of BENEFICIARY's written demand stating that APPLICANT has failed to fulfill its performance obligation(s) under the Contract.



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

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

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

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

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

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

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

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

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

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

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

LEGAL REPRESENTATIVE OF THE BANK
[Full name, title, signature and stamp]



PHỤ LỤC 7
TIẾN ĐỘ CÔNG VIỆC
APPENDIX No. 07
SCHEDULE OF WORK

Tất cả công việc nhà thầu thực hiện cần phải tuân theo YCKT. Trong mỗi giai đoạn, nhà thầu có trách nhiệm thực hiện các công việc sau, bao gồm và không bị giới hạn:

All tasks performed must adhere to the Technical Requirements. For each phase, the contractors shall be responsible for executing the following tasks, including but not limited to:

Giai đoạn Phase	Mô tả công việc Description of work	Thời gian (kể từ ngày kí hợp đồng) Time (from contract signing date)
I.1 Engineering and agreement of workplan	- kick-off meeting - master schedule of the project	1 tháng 1 month
.....		



PHỤ LỤC 8
GIAO NHẬN, CHỨNG TỪ, ĐÓNG GÓI & KIỂM TRA HÀNG HÓA, THIẾT BỊ

APPENDIX No. 8
DELIVERY, DOCUMENTATION, PACKING AND INSPECTION GOODS, EQUIPMENT

Nhà thầu trong nước:

Mẫu biên bản giao nhận hàng

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

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

Ngày.....tháng.....năm 20....

Ngày.....tháng.....năm 20....

BIÊN BẢN GIAO NHẬN HÀNG
АКТ О ПРИЁМЕ - ПЕРЕДАЧЕ ТОВАРОВ

Ngày.... tháng.... năm 20....

Căn cứ HĐ (biên bản) số:

ký ngày.... tháng....năm 20...

На основании Договора номер:

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

1- Đại diện bên giao - Представители поставщика:

- Ông (Bà) Chức vụ:

- Ông (Bà): Chức vụ:

2- Đại diện bên nhận - Представители получателя:

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

- Ông (Bà): Chức vụ:

- Ông (Bà): Chức vụ:

2.2 Đơn vị đặt hàng - Представители предприятия - заказчика:

- Ông (Bà): Chức vụ:

- Ông (Bà): Chức vụ:

- Ông (Bà): Chức vụ:

- Ông (Bà): Chức vụ:

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

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

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



.....Ngày.....tháng.....năm 20....

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

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

Đối với những mặt hàng lấy mẫu phân tích nêu trên thì hàng chỉ chuyển chủ từ bên giao sang bên nhận. Sau khi có kết quả phân tích mẫu đạt yêu cầu như mẫu chào hàng. Trong thời gian chờ kết quả phân tích mẫu, bên nhận (XNDV hoặc đơn vị đặt hàng) nhận giữ hộ.

CHỨNG TỪ KÈM THEO - Прилагаемые документы:

- Chứng chỉ phẩm chất - Сертификат:.....

- Hóa đơn (phiếu xuất kho) - Счёт:

- Bản kê chi tiết danh điểm mặt hàng (Перечень товаров) gồm __ bản __ tờ

- Các chứng từ khác - Другие документы :

.....

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

Ngày giao hàng của lô hàng này là ...

ĐẠI DIỆN BÊN GIAO

Представители поставщика:

(Họ tên và chữ ký)

KÝ TÊN - Подписи

ĐẠI DIỆN BÊN NHẬN

Представители получателя:

(Họ tên và chữ ký)

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

.....

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

Họ và tên - Фамилия.....

Ký tên: Подпись

Ngày.....tháng.....năm 20....

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

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

T.P vật tư thiết bị - Начальник курирующего отделаю

Ký tên: Подпись

Ngày.....tháng.....năm 20....

Trưởng phòng THND - Начальник ОКД

Ký tên: Подпись

Ngày.....tháng.....năm 20....



Giao nhận và kiểm tra, hàng hóa

Hàng hóa được giao phải phù hợp với yêu cầu quy định tại Phụ lục 2 và Phụ lục 7 của hợp đồng này.

Ngày giao hàng của hợp đồng này được ghi trong Biên bản giao nhận hàng do đại diện hai bên ký như quy định tại mục 1.8 dưới đây.

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

Bên B tự chịu trách nhiệm làm thủ tục hải quan cho hàng hóa nhập khẩu. Bên A cho phép Bên B được sử dụng hạn mức nhập khẩu của Bên A đã đăng ký tại Hải quan Vũng Tàu để làm thủ tục nhập khẩu và hỗ trợ Bên B về mặt giấy tờ trong việc sử dụng hạn mức nhập khẩu của Bên A cho lô hàng nhập khẩu của Hợp đồng này để Bên B xin miễn thuế nhập khẩu và thuế giá trị gia tăng của giá trị hàng hóa nhập khẩu ghi trên Tờ khai Hải quan theo quy định cho Liên doanh Việt – Nga Vietsovpetro.

Để thuận tiện cho việc thông quan, làm các thủ tục miễn thuế nhập khẩu và miễn thuế giá trị gia tăng của giá trị hàng hóa nhập khẩu ghi trên Tờ khai Hải quan, hàng hóa Bên B nên nhập về cảng Vũng Tàu. Bên A không chịu trách nhiệm trả tiền thuế cho Bên B trong trường hợp nếu Bên B nhập hàng hóa về cảng khác mà không làm được thủ tục miễn thuế hoặc Bên B không sử dụng hạn mức nhập khẩu của Bên A.

Hàng hóa được giao 04 lần vào kho của Bên A tại thành phố Vũng Tàu (Kho Vietsovpetro tại XNDV – số 67 đường 30 tháng 4, Phường Rạch Dừa, TP. Hồ Chí Minh). Bên B cam kết giao hàng đúng số lần quy định.

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

Trong vòng 02 ngày trước khi giao hàng, Bên B phải thông báo bằng văn bản cho Bên A biết về số lượng, quy cách đóng gói hàng hóa để Bên A bố trí nhân lực và phương tiện bốc dỡ.

Người của Bên B đến giao hàng phải có giấy giới thiệu của người đại diện ký Hợp đồng của Bên B.

Đại diện của Liên Doanh Việt - Nga Vietsovpetro (là Xí nghiệp Dịch vụ và Đơn vị đặt hàng) và đại diện của Bên B tham gia giao nhận, kiểm tra hàng hóa của hợp đồng này và lập Biên bản giao nhận hàng (theo Phụ lục 7 của hợp đồng này) sẽ ghi rõ số lượng, tình trạng, các hồ sơ giao kèm theo hàng hóa. Biên bản giao nhận hàng phải được Lãnh đạo Xí nghiệp Dịch vụ và Lãnh đạo Đơn vị đặt hàng phê duyệt. Biên bản giao nhận hàng là căn cứ để Bên A thanh toán cho Bên B.

Trong trường hợp cần thiết, bằng chi phí của mình, Bên A (giao cho Xí nghiệp Dịch vụ) có quyền trưng cầu cơ quan giám định độc lập tham gia giám định hàng hóa. Trong vòng 3 ngày làm việc kể từ khi kết thúc giám định, cơ quan giám định độc lập cung cấp Chứng thư giám định tình trạng và số lượng hàng hóa. Chứng thư giám định hàng hóa là căn cứ pháp lý để Bên A khiếu nại Bên B.

Bên B phải đảm bảo khi giao Hàng hóa cho Bên A phải có kèm theo đầy đủ các chứng từ như quy định tại 1.12 của phụ lục này. Trong trường hợp Bên B giao hàng tới kho của Bên A tại Phường Rạch Dừa, TP.HCM nhưng chưa có đầy đủ các chứng từ theo quy định thì Bên A đồng ý cho Bên B tạm gửi hàng tại kho để chờ tập hợp đầy đủ các chứng từ cho việc giao nhận Hàng hóa chính thức.

Bên A đồng ý miễn phí lưu kho đối với lô Hàng tạm gửi này của Bên B trong 05 ngày lịch đầu tiên. Kể từ ngày thứ 6 trở đi, Bên B sẽ phải trả cho Bên A chi phí lưu kho của lô Hàng theo mức đơn giá



lưu kho hiện hành của Bên A đang áp dụng cho các khách hàng của Bên A. Chi phí lưu kho này sẽ được Bên A khấu trừ thẳng vào giá trị mà Bên A thanh toán cho Bên B theo quy định của Hợp đồng này hoặc những khoản thanh toán ở những Hợp đồng khác đã ký giữa Hai bên.

Bên A có quyền từ chối nhận Hàng nếu Hàng hoá khi giao không đảm bảo chất lượng, như đã quy định ở Điều 1, Phụ lục số 1 cũng như không có đầy đủ bộ chứng từ đi kèm như quy định tại Điều 3 của Hợp đồng này.

1.12 Hồ sơ kèm theo hàng hóa gồm:

Công văn đề nghị thanh toán.

Hóa đơn thuế GTGT (Bản gốc/ bản điện tử).

Chứng chỉ xuất xứ (CO) do phòng thương mại của nước sản xuất hoặc nước xuất khẩu hàng cấp (bản gốc hoặc bản điện tử có đường link để đối chiếu hoặc bản sao công chứng hoặc bản sao có xác nhận của Nhà nhập khẩu).

Chứng chỉ số lượng và chất lượng (CQ) do Nhà sản xuất cấp (bản gốc hoặc bản điện tử có đường link để đối chiếu hoặc bản sao công chứng hoặc bản sao có xác nhận của Nhà nhập khẩu).

Tờ khai hải quan hàng hóa nhập khẩu (bản copy).

Tài liệu kỹ thuật kèm theo hàng hóa (nếu có).

Delivery and inspection and assessment of goods

1.1 The delivered goods must comply with the requirements specified in Appendix 2 and Appendix 7 of this contract.

The delivery date of this contract is stated in the Delivery and Receipt Minutes signed by the representatives of both parties as stipulated in Section 1.8 below.

During the implementation of the contract, if Party B encounters any problems related to the delivery of goods, Party B must promptly notify Party A in writing so that the two parties can coordinate to consider and handle them to ensure the provision of goods to Party A in accordance with the quality and progress of the contract.

1.2 Party B is responsible for carrying out customs procedures for imported goods. Party A allows Party B to use Party A's import quota registered at Vung Tau Customs to carry out import procedures and support Party B with documents in using Party A's import quota for the imported goods of this Contract so that Party B can apply for exemption of import tax and value added tax on the value of imported goods stated on the Customs Declaration as prescribed for the Vietnam - Russia Joint Venture Vietsovpetro.

1.3 To facilitate customs clearance, carry out procedures for import tax exemption and value added tax exemption on the value of imported goods stated on the Customs Declaration, Party B's goods should be imported to Vung Tau port. Party A is not responsible for paying tax to Party B in case Party B imports goods to another port without carrying out tax exemption procedures or Party B does not use Party A's import quota.

1.4 Goods are delivered 04 times to Party A's warehouse in Hochiminh city (Vietsovpetro's warehouse at Logistic Division VSP). Party B commits to deliver the goods at the specified number of times.

1.5 Unloading of goods from Party B's vehicles shall be undertaken by Party A using its own means, manpower and expenses.

1.6 Within 02 days before delivery, Party B must notify Party A in writing of the quantity and packaging specifications of the goods so that Party A can arrange manpower and means for loading and unloading.

1.7 Party B's personnel who deliver the goods must have a letter of introduction from the representative who signed the Contract of Party B.

1.8 The representative of the Vietnam - Russia Joint Venture Vietsovpetro (the Service Enterprise and the Ordering Unit) and the representative of Party B participating in the delivery, inspection of



the goods of this contract and making a Delivery and Receipt Minutes (according to Appendix 7 of this contract) will clearly state the quantity, condition, and documents accompanying the goods. The Delivery and Receipt Minutes must be approved by the Logistic's Director and the Ordering Unit's Director. The delivery receipt is the basis for Party A to pay Party B.

1.9 In case of necessity, at its own expense, Party A (assigned to the Service Enterprise) has the right to request an independent inspection agency to participate in the inspection of the goods. Within 3 working days from the completion of the inspection, the independent inspection agency shall provide a Certificate of inspection of the condition and quantity of the goods. The Certificate of inspection of the goods is the legal basis for Party A to make a complaint to Party B.

1.10 Party B must ensure that when delivering the Goods to Party A, it must be accompanied by all the documents as prescribed in 1.12 of this appendix. In case Party B delivers the goods to Party A's warehouse at Rach Dua ward, Hochiminh City but does not have all the required documents, Party A agrees to allow Party B to temporarily store the goods at the warehouse to wait for the collection of all the documents for the official delivery of the Goods.

Party A agrees to exempt storage fees for this temporarily stored Goods of Party B for the first 05 calendar days. This storage cost shall be deducted directly by Party A from the value that Party A pays to Party B according to the provisions of this Contract or payments in other Contracts signed between the two Parties.

1.11 Party A has the right to refuse to receive the Goods if the Goods upon delivery do not ensure quality, as stipulated in Article 1, Appendix No. 1, and do not have a complete set of accompanying documents as stipulated in Article 3 of this Contract.

1.12 Documents accompanying the goods include:

- Official letter requesting payment
- VAT invoices (Original/electronic).
- Certificate of Origin (CO) issued by the Chamber of Commerce of the manufacturing country or the exporting country (original or electronic copy with link for comparison or notarized copy or copy certified by the Importer).
- Certificate of Quantity and Quality (CQ) issued by the Manufacturer (original or electronic copy with link for comparison or notarized copy or copy certified by the Importer).
- Import customs declaration (copy)
- Technical documents accompanying the goods (if any).



Nhà thầu nước ngoài:

Foreign Contractor:

ARTICLE 1: DELIVERY, ACCOMPANIED SERVICE

The delivered goods must comply with the requirements specified in Appendix 2 and Appendix 7 of this contract.

Earlier shipment is allowed.

Partial shipment is allowed: max shipments.

Transshipment and multimodal transport are allowed at Seller's care and account.

Shipment to be made from port to Vietsovpetro Port, Hochiminh City, S.R.Vietnam on the term CFR - Vietsovpetro Port, Rach Dua ward, Hochiminh City, S.R.Vietnam – Incoterms 2020, except the otherwise stated in this Purchase Order.

The Seller shall be responsible for any extra transport, warehouse expenses, taxes and other charges incurred in connection with sending of Goods to the other port/wrong port (rather than Vietsovpetro port, Rach Dua ward, Hochiminh City, S.R. Vietnam). The Buyer shall carry out all inland transportation from other port to Vietsovpetro port, Rach Dua ward, Hochiminh City, S.R. Vietnam and these charges will be deducted from payment by the Buyer.

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

In case the actual number of shipments exceeds the number specified in the Purchase Order, the Seller shall be responsible for all costs incurred for the shipments exceeding those stipulated in the Purchase Order, and these incurred costs shall be deducted from payment by the Buyer.

The Delivery Date is understood as: The date that Goods arrival at Vietsovpetro port (included navigation and transportation time).

The date of arrival mention here will following the date of arrival of the Goods at Vietsovpetro port that indicated in “Arrival Notice” of Vessel Agent.

The carrying vessel must have ISM certificate.

ARTICLE 2: NOTICE OF SHIPMENT AND DOCUMENTATION

2.1 The Seller shall notify the Buyer by fax as soon as possible, but not later than 03 working days from the Bill of Lading date the following information regarding the shipment:

- Purchase Order Number
- Name of Goods, quantity and value
- Number of cases, gross weight, measurement
- Bill of Lading number and its date.



- Name of vessel, nationality.
- Port of exit, ETD/ ETA
- Address, telephone, fax of the shipping agent in Vietnam.
- Any other special instructions, which should call to the Buyer's attention.

The Seller shall be responsible for any losses, expenses which may be occurred due to incorrect information from the Seller to the Buyer.

2.2 Required shipping document for purchased goods.

By T/T:

Immediately but not later than 03 working days from the Bill of lading date the Seller shall send by Express courier or FEDEX or DHL at the Seller's expenses to "Vietsovpetro" - 105 Le Loi, Vung Tau ward, Hochiminh City, SR Vietnam the following shipment documents:

1. Clean on board Bill of Loading evidencing shipment from port with destination Vietsovpetro Port, Vungtau City, S.R.Vietnam, consignee: Vietsovpetro 105 Le Loi, Vung Tau ward, Hochiminh City, SR Vietnam, marked "Freight prepaid": 02 Surrender and 02 copies.
2. Detailed Packing List showing the content of each case or lot, gross and net weight: covering Goods as specified in Appendix No. 01 to this Purchase Order: 02 originals and 02 copies.
3. Signed Commercial Invoice issued by the Seller for the respective shipment value indicating CFR Vietsovpetro Port, Rach Dua ward, Hochiminh City, S.R.Vietnam, with itemized and total prices: 02 originals and 02 copies.
4. Certificate of Quality and Quantity issued by manufacturer: Original.
5. Certificate of Origin issued by the Chamber of Commerce/Competent Organisations in Manufacturer's / Exporter's country: Original / electronic provided web-link to check.
6. Other Certificates as stipulated in Scope of Work.
7. Certificates of Guarantee issued by the Seller for the quality of Goods for the period of 12 months from the date of delivery: Original.
8. Export License or Letter of the Seller (if any): 01 original and 02 copies.

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

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

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

2.3 If shipment to be made through a FIATA Freight Forwarder, under Through or Combined Transport Bill of Lading, the Seller shall have to send the Buyer by fax the copy of Local Bill of Lading of the last distance and inform the Buyer the name, contract address of the Transportation Agent in Vietnam.

2.4 Any storage demurrage or other charges due to non-receipt of shipping advice and/or shipping



documents by the Buyer from the Seller or the Seller's agent as well as due to incorrect shipping document shall be at the Seller's account.

2.5 From the date of Letter of Award (LOA), The Seller must provide the Buyer with a regular report once a month on the first day of the month, showing the process of manufacturing, manufacturing, testing and supplying the Goods.

This report please send to email: minhluan.hq@vietsov.com.vn. The Seller must immediately report to Buyer the content of the report at least includes the following contents:

- a) Description of the work completed in the implementation stage;
- b) Highlighting delays or delays that are likely to occur and the causes of delays affecting production progress and providing measures to ensure progress;
- c) Change progress if any. During the implementation of the contract, all contacts of Seller send an official letter for VSP leader and send a copy by email: minhluan.hq@vietsov.com.vn.

2.6 Party B must ensure to provide all necessary documents as required in Article 2.2 of this Contract when delivering goods to Party A. In case Party B delivers goods to Party A's warehouse in Vung Tau but does not have all the required documents, Party A agrees to allow Party B to temporarily store the goods at the warehouse to wait for the complete collection of documents at no extra charge for first 05 calendar days. From the 6th day onwards, Party B will have to pay Party A the storage cost of the shipment according to the current storage unit price of Party A that is applied to Party A's customers. This storage cost that will be deducted directly from the invoice for this Contract or from any other payments of the Contract that duly signed by both parties

Hàng tạm nhập tái xuất cho mục thuộc phụ lục 2: Bên B có trách nhiệm bàn giao cho bên A tại Kho Vietsovpetro tại XNDV – số 67 đường 30 tháng 4, Phường Rạch Dừa, TP.HCM.

1. Bên B sẽ chịu trách nhiệm về thông quan và khai thuế các mặt hàng/hàng hóa nhập khẩu / tạm nhập mục A.4 thuộc phụ lục 2 theo hợp đồng này.
2. Bên B xác nhận rằng, tất cả các mặt hàng/hàng hóa khác mà Bên B nhập khẩu/ tạm nhập sau khi thực hiện theo HỢP ĐỒNG sẽ được tái xuất hoặc sẽ được thừa nhận chịu nộp tất cả các loại thuế và thuế, phí liên quan do cơ quan thuế Việt Nam áp dụng nếu Bên B có kế hoạch sử dụng các mặt hàng/hàng hóa đó tại Việt Nam.
3. Bên B tự chịu trách nhiệm làm thủ tục hải quan cho hàng hóa nhập khẩu. Bên A cho phép Bên B được sử dụng hạn mức nhập khẩu của Bên A đã đăng ký tại Hải quan Vũng Tàu để làm thủ tục nhập khẩu / tạm nhập và hỗ trợ Bên B về mặt giấy tờ trong việc sử dụng hạn mức nhập khẩu của Bên A cho lô hàng nhập khẩu/ tạm nhập của hợp đồng này để Bên B xin miễn thuế nhập khẩu và thuế giá trị gia tăng của giá trị hàng hóa nhập khẩu ghi trên tờ khai hải quan theo quy định cho Liên doanh Việt - Nga Vietsovpetro cho lô 09-1.

Temporary import and re-export goods for itemof Appendix 2: Party B is responsible for handing over to Party A at Vietsovpetro Logistic Warehouse at No. 67, 30/4 Street, Rach Dua Ward, Hochiminh City (delivers DDP to Vietsovpetro's warehouse).

1. Party B shall be responsible for customs clearance and tax declaration of imported/temporarily imported items/goods item A.4 of Appendix 2 under this contract.
2. Party B confirms that all other items/goods that Party B imports/temporarily imports after performing under the CONTRACT will be re-exported or will be recognized to be subject to all types



of taxes and related taxes and fees applied by the Vietnamese tax authority if Party B plans to use such items/goods in Vietnam.

3. Party B shall be responsible for customs procedures for imported goods. Party A allows Party B to use Party A's import quota registered at Vung Tau Customs to carry out import/temporary import procedures and support Party B with documents in using Party A's import quota for the imported/temporary imported shipment of this contract so that Party B can apply for exemption of import tax and value added tax on the value of imported goods stated on the customs declaration as prescribed for the Vietnam - Russia Joint Venture Vietsovpetro for Block 09.1.



PHỤ LỤC 9
DANH SÁCH THẦU PHỤ
APPENDIX No. 9
SUBCONTRACTORS LIST
(TBA)



PHỤ LỤC 10
CHÍNH SÁCH AN TOÀN
APPENDIX No. 10
HSE POLICY
(TBA)



PHỤ LỤC 11
MẪU THƯ TÍN GIAO DỊCH
APPENDIX No. 11

CORRESPONDENCE TEMPLATE FOR CONTRACT PERFORMANCE

Day month year 20..

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

Attention: **Mr. Vu Mai Khanh – General Director**

Cc: **Mrs. Nguyen Thi Van Anh - Head of Commercial Department of VSP**

Email: minhtuan.hq@vietsov.com.vn

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

REPRESENTATIVE OF PARTY

(Signature and stamp)



APPENDIX No. 11 (B)

CORRESPONDENCE TEMPLATE FOR CONTRACT PERFORMANCE

Day month year 20..

To: Vietnam-Russia Joint Venture Vietsovpetro/ the Contractor.
 (insert the Fax number of the Transaction Party)
Attention: Commercial Department of VSP/ Port & Logistics Division/ Service/
 construction entity.
Email: minhluan.hq@vietsov.com.vn

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

REPRESENTATIVE OF PARTY
(Signature and stamp)



POWER OF ATTORNEY ⁽¹⁾

(The employer/Procuring entity can apply another contract form but must ensure the basic contents of this form)

Today, date ____ month ____ year ____, in ____

I ____ [insert complete name, number of identification or passport, title of legal representative of the bidder], who is lawful representative of ____ [insert name of the bidder] having address at ____ [insert address of the bidder] do hereby authorize ____ [insert name, number of identification or passport, title of person who is authorized] shall implement the following works during participating in the ____ [insert name of the package] under the project/procurement cost estimate ____ [insert name of the project/procurement cost estimate] organized by ____ [insert name of the employer]:

[- Participating in the contract finalization process;

- Signing the contract with the Employer if selected] ⁽²⁾.

The above authorized person only implements works in scope of authorization as a legal representative on behalf of ____ [insert name of bidder]. ____ [Insert name of legal representative of bidder] shall bear full responsibilities for items executed by ____ [insert name of authorized person] in scope of authorization.

The Power of Attorney is effective from ____ [insert date] to ____ [insert date] ⁽³⁾. This Power of Attorney shall be prepared in ____ originals having equal validity, the authorizing person shall keep ____ original(s), the authorized person shall keep ____ original(s), and the Procuring entity shall keep ____ original(s).

Authorized Person

[insert name, title, signature and stamp (if any)]

Authorizer

[insert name of lawful representative of the bidder, title, sign and stamp]

Note:

(1) In case of authorization, the original Power of Attorney must be sent to the Procuring entity upon finalization and signing of the contract. The authorization of the bidder's legal representative to their deputies, subordinates, directors of branches, and heads of representative offices to perform one or multiple tasks above on behalf of the Bidder. The use of stamp in case of authorizing can be stamp of the bidder or stamp of entity that related individuals are being authorized. The authorized person is not allowed to authorize another person.

(2) Scope of authorization shall include one or multiple tasks above.

(3) Insert the effective date and expiration date of the Power of Attorney in conformity with the process of finalization and signing of the contract. The Power of Attorney must be effective before the date of implementation of the authorized tasks.



Part 4.

APPENDICES

SCOPE OF SERVICE, TECHNICAL REQUIREMENTS AND TECHNICAL EVALUATION CRITERIA

ATTACHMENT 1

SCOPE OF SERVICE AND TECHNICAL REQUIREMENTS

ATTACHMENT 2

TECHNICAL EVALUATION CRITERIA





DANH MỤC- СПЕЦИФИКАЦИЯ

Tên hàng hóa/Dịch vụ - На приобретение товаров/услуг: Dịch vụ hoán cải nồi hơi trên tàu Vietsovpetro-01/Услуги по переоборудованию котлов на УБН "Вьетсовпетро-01"

Số ĐHXN - № заявки: XNKT-0379/25

STT П/п	Mã Vật Tư Код МТР	Tên VTTB/dịch vụ (Việt/Nga hoặc Anh) Наименование МТР/услуг (вьетнам./русс. или англ.)	Đặc Tính Kỹ Thuật Технические характеристики	ĐVT Ед. Изм.	Số Lượng Кол-во	Ghi Chú Примечание
(1)	(2)	(3)	(4)	(5)	(6)	(7)
II. DỊCH VỤ						
1	998.003.00001	Dịch vụ hoán cải nồi hơi trên tàu Vietsovpetro-01/Услуги по переоборудованию котлов на УБН "Вьетсовпетро-01"		Lot	1,00	

(*) : New items



LIÊN DOANH VIỆT - NGA
VIETSOVPETRO

TECHNICAL REQUIREMENTS
FOR BOILER CONVERSION ON FSO VSP-01



TALBE OF CONTENT

1.	PURPOSE OF USING THE SERVICE	4
1.1.	DEFINITIONS.....	4
1.2.	INTRODUCTION	5
2.	GENERAL REQUIREMENTS FOR SERVICE	6
2.1.	GENERAL REQUIREMENTS.....	6
2.2.	YEAR OF PRODUCTION.....	7
2.3.	GUARANTEES	7
3.	ACTS, REGULATIONS, CODES & STANDARDS.....	8
3.1.	VIETNAMESE GOVERNMENT REGULATIONS.....	8
3.2.	INTERNATIONAL CODES AND STANDARDS	8
3.3.	PROJECT DOCUMENTS	12
3.4.	UNITS OF MEASUREMENT	12
3.5.	LANGUAGE.....	12
3.6.	DRAWING.....	12
4.	SCOPE OF SUPPLY	13
4.1.	VENDOR'S SCOPE OF WORK	13
4.2.	COMPANY'S SCOPE OF WORK.....	14
4.3.	VENDOR'S SCOPE OF SUPPLY.....	14
5.	TECHNICAL REQUIREMENTS	15
5.1.	TECHNICAL REQUIREMENT FOR BOILER CONVERSION	15
5.2.	TECHNICAL REQUIREMENT FOR SERVICE	42
5.3.	TRAINING SERVICE	45
6.	VENDOR'S CAPACITY AND EXPERIENCE	45
7.	VENDOR'S RESPONSIBILITIES.....	45
8.	COMPANY'S RESPONSIBILITIES	47
9.	CONFLICTING REQUIREMENTS.....	47
10.	DESIGN REQUIREMENTS	48
10.1	GENERAL	48
10.2	PROCESS REQUIREMENTS	49
10.3	MECHANICAL REQUIREMENTS.....	49
10.4	ELECTRICAL REQUIREMENTS.....	50
10.5	INSTRUMENTATION AND CONTROL DESIGN.....	52
10.6	STRUCTURAL REQUIREMENTS.....	53
10.7	EQUIPMENT AND PIPING LAYOUT.....	53
10.8	DESIGNATION AND NAME PLATES	54
11.	MATERIALS.....	54
12.	REQUIREMENTS FOR OCCUPATIONAL SAFETY, INDUSTRIAL HYGIENE, AND ENVIRONMENTAL PROTECTION.....	55
13.	PRESERVATION, PACKING, AND SHIPPING	55
13.1	PRESERVATION, PACKING, AND SHIPPING	55
13.2	PREPARATION FOR SHIPMENT AND SHIPPING	55
14.	DELIVERY REQUIREMENTS	56
15.	DOCUMENTATION REQUIREMENTS	57
15.1	IN THE BID PROPOSAL	57
15.2	AS PART OF THE PROJECT DELIVERABLES.....	58
16.	VENDOR DOCUMENT REQUIMENTS LIST (VDRL)	58



17. CERTIFICATES REQUIREMENTS	59
18. METHODS FOR EVALUATION OF TECHNICAL PROPOSALS.....	60
19. APPENDICES.....	60



1. PURPOSE OF USING THE SERVICE

1.1. DEFINITIONS

- The following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.

COMPANY	VIETSOVPETRO Joint Venture (VSP)
VENDOR	Any potential VENDOR invited to submit technical and price proposals for the scope of work and services described in this specification
Sub-VENDOR	The person, group or organization who may be employed by the VENDOR to provide services for manufacture, testing and load-out/shipping of the Equipment or to provide materials, subcomponents and sub-assemblies for incorporation in the Equipment packages.
Third-Party	An Independent 3rd. Party Certifying Authority appointed by the COMPANY for certifying packages from design review to construction & commissioning and start-up in accordance with specified code, standard, and specification.
Shall	Shall is an absolute requirement that shall be followed strictly in order to conform with the specification.
Should	Should is a recommendation. Alternative solutions having the same functionality and quality are acceptable.
May	May indicates a course of action that is permissible within the limits of the specification (permission).

- Abbreviations used in this document including:

VRU	Vapor Recovery Unit
FSO	Floating Storage and Offloading
CPP-2	Central Processing Platform N°2
CPP-3	Central Processing Platform N°3
VR	Vietnam Register
CO	Crude Oil



1.2. INTRODUCTION

- FSO VSP-01 is located in White Tiger oil field, near CPP-2 & CPP-3 to receive oil from those platforms. Its function is for oil storage and offloading to customers' tankers. Oil flow rate to VSP- 01 is from 5200 tons/day to 9500 tons/day. Oil from satellite platforms is degassed and dehydrated on CPP-2 & CPP-3 before being transported to VSP-01. The water content in feed oil is up to 10%. So, oil must be dehydrated on VSP-01 to meet the commercial requirements.
- For dehydration purposes, oil is heated to 55-60°C before entering process tanks. From here, oil water content of which is less than 0.5% is transported to cargo tanks. In cargo tanks, oil is stored at 45-47°C. During the above treatment procedures, a large number of light hydrocarbons (C3, C4, Cs...) vaporize due to high temperature and losses through breather valves on tanks
- A vapor recovery package will be installed on VSP-01 to collect vent gas, compress and separate. The separated liquid is returned to the tanks and the dry/lean gas is used as fuel for auxiliary boilers.
- VSP-01 is equipped with an existing boiler system with the following technical specifications:
 - Boiler: 2 × MISSION™ OM
 - Oil Burner: VESTA Type KBSA 2650
 - Fuel Type: Diesel Oil or Heavy Fuel Oil
 - Steam Output: Up to 30,000 kg/h per boiler
 - Working Pressure: 6/16 bar
 - Power Supply: 440/220 VAC, 60 Hz
 - UPS Power Supply: 220 VAC/1Ph, 60 Hz
 - Classification: ABS
- Upon installation of the VRU, the COMPANY requires the boilers (after conversion) to operate using:
 - 100% gas firing, and/or
 - Dual-fuel mode, using maximum gas from the VRU and minimum CO.
- This document outlines the requirements for this conversion.



2. GENERAL REQUIREMENTS FOR SERVICE

2.1. GENERAL REQUIREMENTS

- The service of "Boiler conversion" shall be TURNKEY and include but not be limited to capable of site survey, system detailed design/engineering and integration, manufacture, supply, installation, commissioning of the complete system (combustion system, ancillary equipment, and the total installation of these, including all the necessary pipe works, electrical, and instrumentation works);
- Send experts with experience about the boiler conversion to FSO “Vietsovpetro-01” to survey, design drawings for the conversion of boilers using fuel FO/DO to use Gas, CO and DO to take measurements of all relevant areas for pipe runs and equipment layout within the machinery spaces, engine room and control room;
- Takes full responsibility for the supply and installation;
- Carry out all design, engineering, procurement, fabrication, assembly, FAT, supply, installation, interconnection, commissioning, performance testing of the package and the associated ancillary equipment and control system in accordance with approved documents by COMPANY and International Certification Organization/society.
- The VENDOR is responsible to inform COMPANY of any perceived discrepancies in this document and its references, before proceeding with the manufacturing of the equipment, default of which makes the VENDOR responsible for any errors or omissions therein, even though COMPANY has approved these. Each deviation from this specification must be declared during the bidding stage and approved by COMPANY authorized representative in writing.
- All equipment and material provided by the VENDOR shall be new, free from defects and of the same type, standard and quality set forth in this document.
- All workmanship shall be of acceptable standard of the oil & gas industry, of accepted engineering practice, in accordance with this specification and recognized international or national standards or codes, and to the entire satisfaction of COMPANY and its client.
- Where the VENDOR can demonstrate improved technology options/development with a better reliability, high availability, long life and safe operation for the process conditions specified herein such alternatives shall be considered in addition to the requirements invoked in the document.



- The **VENDOR** must guarantee the specific efficiency to be achieved after completing the Boiler Conversion.

2.2. YEAR OF PRODUCTION

- All items in the packages must be brand new and manufactured in the year 2025 or later.

2.3. GUARANTEES

2.3.1. EQUIPMENT PERFORMANCE

- **VENDOR** shall verify the performance of all specified equipment and all existing equipment. The individual equipment performance test reports shall also be submitted for **COMPANY**'s approval.
- If the performance of equipment cannot meet the requirements of this specification, the **VENDOR** shall take all necessary change, correction or replacement for the equipment.
- Following performance parameters will be verified as part of the acceptance test:
 - Agreed duty point parameters including flow, differential pressure, power (guaranteed at rated operating point), etc.
 - Required string test;
 - Operation of control system, instrumentation and safety systems;
 - Oil carry over.

2.3.2. EQUIPMENT PERFORMANCE GUARANTEES

- **VENDOR** shall provide a performance guarantee for the Conversion boiler, and all components of the skid. Unless otherwise specified, performance guarantees shall be based on the requirements of the data sheets, this technical requisition and the primary codes and standards listed herein.
- The **VENDOR** shall guarantee the following performance data of the unit at rated conditions for the guarantee cases:
 - Flow rate;
 - Discharge pressure;
 - Temperature;
 - The performance guarantees shall allow no tolerances (such as instrument inaccuracies, uncertainties, etc.). However, the readings from measuring



instruments will be corrected based on their respective calibration curves and be used for final performance calculations.

3. ACTS, REGULATIONS, CODES & STANDARDS

- As a minimum, the proposed system and all equipment shall be designed, manufactured, and delivered in accordance with the relevant section of the national/international codes, standards, regulations and project reference document as listed below.
- In the event of conflict or deviations between specification, project document, codes and standard, it is VENDOR's responsibility to inform the COMPANY of any exceptions to the listed codes, standards and specifications. In general, the most stringent requirement shall be applicable.

3.1. VIETNAMESE GOVERNMENT REGULATIONS

- The design shall meet the requirements and regulations of the Socialist Republic of Vietnam including all laws, decrees, and ordinances.

3.2. INTERNATIONAL CODES AND STANDARDS

IMO (International Maritime Organization)	
SOLAS	Regulations on maritime safety.
MARPOL Annex VI	Control of gas emissions from boiler fuel combustion
ISM Code	Requirements safety management system in boiler operations.
IACS	Rules and guidelines for boiler design and operation from classification societies such as DNV, ABS, BV, and LR.
ISO 8217	International standard for marine fuel quality
ASME	ASME Boiler and Pressure Vessel Code section I, section VIII
API (American Petroleum Institute)	
APIMPMS	Manual of Petroleum Measurement Standards
API RP 551	Process Measurement Instrumentation



API RP 552	Transmission Systems
API RP 554	Process Instrumentation and Control
API STD 670	Machinery Protection Systems
I.E.C. (International Electrotechnical Commission)	
IEC 60079-0	Explosive Atmospheres - Part 0: Equipment General Requirements
IEC 60079-1	Explosive Atmospheres - Part 1: Equipment Protection by Flameproof enclosures "d"
IEC 60079-2	Explosive atmospheres - Part 2: Equipment protection by pressurized enclosure "p"
IEC 60079-7	Explosive Atmospheres - Part 7: Equipment Protection by Increased Safety 'e'
IEC 60079-10	Explosive Atmospheres - Part 10: Classification of areas
IEC 60079-11	Explosive Atmospheres - Part 11: Equipment Protection by Intrinsic Safety "i"
IEC 60079-14	Electrical Installations Design, Selection and Erection
IEC 60529	Degrees of Protection Provided by Enclosures (I.P. Code)
IEC 60331	Tests for Electric Cables under Fire Conditions – Circuit Integrity
IEC 60332	Tests on Electric and Optical Fiber Cables under Fire Conditions
IEC 60381	Analogue signals for process control systems
IEC 60654	Industrial-process measurement and control equipment - Operating conditions
IEC 60617-12	Graphical Symbols for Diagrams
IEC 61000	Electromagnetic Compatibility
IEC 61131	Programmable Controllers
IEC 61508	Functional safety of Electrical/ Electronic Programmable Electronic Safety-related Systems



IEC 61511	Functional safety – Safety Instrumented Systems for the Process Industry Sector
I.S.A. (International Society For Measurement And Control)	
ISA-S18.1	Annunciator Sequences and Specifications
I.S.A. RP-55.1	Hardware Testing of Digital Process Computers
I.S.A. RP-60.6	Nameplates, Labels, and tags for Control Centres
ISA RP-60.9	Electrical Guide for Control Centers
ISA 5.1	Instrument Symbols & Identification
ISA 5.5	Graphic Symbols for Process Displays
ISA 51.1	Process Instrumentation Terminology
Classification Society Standards	
ABS	American Bureau of Shipping
DNV	Det Norske Veritas
LR	Lloyd's Register
BV	Bureau Veritas
VR	Vietnam Register

Code/Standard	Title
API 12J	Specification for Oil and Gas Separators
API 12K	Specification for Indirect Type Oil Fired Heaters
API 12L	Vertical and Horizontal Emulsion Treaters



API RP 14F	Design and Installation of Electrical Systems for Offshore Production Platform
API RP 14C	Analysis, Design, Installation and Testing of Basic Surface Safety System for Offshore Installation Platform
API RP 14J	Recommended Practice for Design and Hazard Analysis for Offshore Production Facilities
API 510	Pressure Vessel Inspection Code: Maintenance Inspection, Rating, Repair, and Alteration
API RP 520	Sizing, Selection and Installation of Pressure-Relieving Devices in Refineries - Parts I and II
API RP 521	Guide for Pressure-relieving and De-pressuring Systems
API RP 540	Recommended Practice for Electrical Installation in Petroleum Facilities
API Standard 619	Rotary-Type Positive Displacement Compressor for Petroleum, Chemical, and Gas Industry Services, 3rd Edition
API Standard 670	Machinery Protection Systems
API Standard 671	Special Purpose Coupling for Petroleum, Chemical, and Gas Industry Services
ASME/ANSI B16.5	Pipe Flanges and Flange Fittings
ASME/ANSI B16.20	Metallic Gaskets for Pipe Flanges - Ring Joints, Spiral-Wound and Jacketed
ASME/ANSI B31.3	Chemical Plant and Petroleum Refinery Piping
ASME Section I	Power Boilers
ASME Section II	Material Specifications
ASME Section V	Non-Destructive Examination
ASME Section IX	Welding and Brazing Qualifications
ASTM (various)	American Society for Testing and Materials
ASME Section VIII	Rules for Construction of Pressure Vessels
AWS D.1.1	Structural Welding Code : Steel



3.3. PROJECT DOCUMENTS

- The attached technical documents provided to the Vendor for this project include:

- Technical document (A)
 - ❖ Appendix A2: Basic design document
 - ❖ Appendix A3: Fuel specification
 - ❖ Appendix A4: Data of the existing Boiler system
- Documentation (B)
 - ❖ Appendix B: Required VENDOR Document Register List
- Documentation (C)
 - ❖ Appendix C: Boiler Conversion Package procurement schedule
- Documentation (D)
 - ❖ Appendix D: VSP's HSE documents
- Responsibilities (E)
 - ❖ Appendix E: Responsibilities Matrix

3.4. UNITS OF MEASUREMENT

- The SI metric system of units is the nominated system for all engineering units throughout the project.

3.5. LANGUAGE

- English is the nominated language to be used and shall be used for labels, nameplates, screen displays, logic development, and system printouts. All correspondence and general documentation shall be in English.

- Font: Times New Roman

- Size: 13

3.6. DRAWING

- All schematic shall draw in A3 in the bidding phase and compliance with the I.E.C. standard.



4. SCOPE OF SUPPLY

- The VENDOR is required to provide an all-in service package according to the detailed scope of work (Reference to Appendix E: Responsibilities matrix) as follows:

4.1. VENDOR'S SCOPE OF WORK

- The VENDOR shall provide all services that are necessary for the supply of the specified equipment as well as but not limited to the services below:
 - The design of the "Boiler Conversion Package" must be reviewed and certified by one of the international certification organizations (ABS, DNV, BV, or LR) and under the authorization of VR.
 - Procurement of material;
 - Detailed engineering;
 - Participation in technical clarifications, design review, approval of design documents before fabrication, and HAZOP meetings.
 - Adjust the design and documents after COMPANY approval
 - Manufacturing and fabrication of equipment;
 - Packing, delivery;
 - Remove the old burner;
 - Installation of new Burner;
 - Fabrication of Manhole for Boilers.
 - Supervision of installation works performed by COMPANY
 - Inspections, examinations & tests as required, including but not limited to, FAT etc.
 - Standard quality control (approved by COMPANY): Compliance with international standards: IMO, IACS, ASME, ISO, or the regulations of classification societies (VR, ABS, DNV GL,...).
 - Pre-commissioning (relevant to its scope of services)
 - Commissioning and Handover:
 - ❖ Check, calibrate, and run test all equipment according to the manufacturer's procedure/parameters at present for COMPANY and Register.
 - ❖ Check system working functions, alarm and protection function in accordance with the manufacturer's standard and at the supervision of COMPANY and Register.



- Provide experts to coordinate with the COMPANY to carry out the Performance Verification Period and Acceptance.

4.2. COMPANY'S SCOPE OF WORK

- The COMPANY will perform the following tasks before proceeding with the boiler conversion:
 - Construction work (extend deck, open deck penetration, lifting work, draining, venting).
 - Remove unwanted/Obsolete equipment.
 - The COMPANY will carry out the following tasks during the implementation of the project based on the Vendor's design, materials, fabrications including:
 - ❖ Installation of all SKIDs, Local Panels, Control Systems, and MCC provided by the VENDOR.

4.3. VENDOR'S SCOPE OF SUPPLY

- The VENDOR shall design, and supply materials, equipment, and services to execute the "Boiler Conversion " project as outlined below (Reference to Appendix A2), but not limited to:
 - FIRING STUDY FOR BOILER WITH GAS, DO AND CRUDE OIL
 - COMBUSTION SYSTEM includes the following skids/systems:
 - ❖ GAS SUPPLY SKID (SK-5100)
 - ❖ GAS VALVE ENCLOSURE (GVE) (SK-5110A/B)
 - ❖ CRUDE OIL PUMP STATION (SK-8300)
 - ❖ CRUDE OIL HEATER SKID (SK-8310)
 - ❖ DO PUMPING STATION (Re-used)
 - ❖ OIL VALVE ENCLOSURE (OVE) (SK8320A/B)
 - ❖ AUTOMISING MEDIA SKID
 - ❖ NITROGEN RACK
 - ❖ CO2 SUPPLY RACK (Loosed items)
 - ❖ GAS VENTILATION SYSTEM (Loosed items)
 - ❖ CRUDE OIL VENTILATION SYSTEM (Loosed items)
 - ❖ BURNER
 - ❖ COMBUSTION AIR & FLUE GAS SYSTEM (All instruments on the combustion system will be newly supplied. The Contractor shall verify the system and carry out refurbishment if required.)



- FEEDWATER & STEAM SYSTEM (Modification và installation new instruments)
 - CONTROL SYSTEM
 - POWER DISTRIBUTION SYSTEM (Optional)
- All skids, including both technology and auxiliary systems provided by the VENDOR, must be fully fabricated, including painting, hydrostatic testing, and other required tests as specified in this document.

5. TECHNICAL REQUIREMENTS

- The VENDOR shall complete the scope work and supplies are in clause 4 above with fulfill and satisfactory all technical requirement which has a minimum as herein.

5.1. TECHNICAL REQUIREMENT FOR BOILER CONVERSION

5.1.1. FIRING STUDY FOR BOILER WITH GAS, DO & CO

- VENDOR is required to provide the service of a firing study to meet the following requirements:
- Based on the existing specifications of the Boiler and the input parameters of Gas and CO fuel, calculate the efficiency and capacity of the Boiler when burning Gas, Crude Oil, and a mixture of Gas and CO (with maximum Gas and minimum Oil). Carry out combustion calculations;
 - Use results of the above combustion calculation to assess the performance of Gas, DO, and CO firing;
 - Determine if there are any boiler output limitations for Gas, DO, and CO firing. Advice on related performance data;
 - Review boiler drawings and data to comment on any problems with the furnace, venting, control system, and piping system... taking into account classification rules for marine boilers;
 - Prepare a scheme sketch of any physical changes required from the item;
 - Prepare and submit a report for all the above items. The report will be written in English language and submitted based on the agreement on kick of meeting.

5.1.2. EVALUATION OF EXISTING BOILER EFFICIENCY BEFORE IMPLEMENTING BOILER CONVERSION.

- The VENDOR shall assign personnel to the FSO VSP-01 to collect data of the



existing Boilers in order to calculate and determine their current efficiency, including the following steps:

- Collect basic information about the Boilers
 - Assess the technical condition
 - Measure and collect actual operating data
 - Measure and collect actual operating data
 - Calculate the current efficiency
- Evaluate the current efficiency of the Boiler before carrying out the Conversion (on-site efficiency calculation). The Vendor must guarantee that the efficiency after the Boiler Conversion will be improved at least 90% of the current efficiency of the Boiler.

5.1.3. COMBUSTION SYSTEM

5.1.3.1. GAS SUPPLY SKID

The gas supply system must meet at least the following requirements:

- 01 Pressure transmitter (PT-1052) to measure the overall pressure of the skid and a main isolation valve installed on the main supply line to isolate the gas supply system.
- Each boiler will have one gas fuel supply line. Each line must be equipped with a manual isolation valve to allow isolation when repairs are required
- Gas supply line for each boiler includes the following equipment:
 - 01 Pressure control valve (PCV-1056), which is self-regulator.
 - 01 Shutdown valve (SDV-1058), 01 Blowdown valve (BDV-1060), and they are programmed to interlock with each other. The SDV and BDV require the installation of limit switches to transmit the open/closed status to the BMS system.
 - 01 Pressure transmitter (PT-1056) used for high and low-pressure alarms and High high and Low low-pressure alarms sent signal alarm to BMS for shutdown.
- The SDVs, BDVs, and PCVs in the gas supply skid are required to be designed as failsafe and must be equipped with a Hand Actuated Emergency Push button.
- The skid will also shut down upon receiving a Gas Fuel Trip (GFT) signal from the



BMS. The gas piping will be sized to ensure it can maintain the desired maximum burner flow. If the gas pressure deviates from the set range, the BMS will automatically shut the main gas trip valve.

- The instrument air supply system for the skid is designed to use SS316 steel tubing and includes the installation of 01 regulators (FR-0001) and isolated valves (BAV-0003).
- Pressure measurement devices installed in the Skid are required to have a Ball valve and a needle valve manifold installed.
- The equipment in the skid must be rated in accordance with the zones where they are located.
- A locally mounted junction box Ex-rated is to be pre-wired to all skid instrumentation and equipment. It will provide a single point for the control system cables
- Customer supply gas pressure is to be 5.5 Barg.

VENDOR Refer to document VSP1-032-TS-PR1-PID-011_2_GAS SUPPLY SKID for more information about boundary scope of supply

5.1.3.2. GAS VALVE ENCLOSURE (GVE)

All piping, valving, and instrumentation are to be mounted in the enclosure.

The equipment in the skid must be rated in accordance with the zones where they are located.

- GVE consists of a carbon steel fabricated structure fitted with a removable front door(s).
- Each has a clear polycarbonate window installed to allow visual inspection of the interior of the gas valve enclosure without the need for entry. The boiler gas trip and boiler gas vent valves are located here. Also the burner gas trip valve) and all gas header instruments are mounted within the enclosure.
- The GVE is equipped with explosion-proof lighting for use when necessary.
- The doors of the GVE are required to have limit switches to report the open/close status to the BMS.
- Also, fitted within the enclosure are the nitrogen inerting valves which connect to the gas piping for nitrogen purging of the gas line.



- There is also instrumentation and valving installed for automatically checking the integrity of the gas trip valves and equipment as part of a gas header test.
- The SDVs, BDVs, and PCVs in the gas supply skid are required to be designed to be failsafe.
- The equipment in the skid must be rated in accordance with the zones where they are located.
- A locally mounted junction box Ex-rated is to be pre-wired to all skid instrumentation and equipment. It will provide a single point for the control system cables.
- Pressure measurement devices installed in the Skid are required to have a Ball valve and a needle valve manifold installed.
- The instrument air supply system for the skid is designed to use SS316 steel tubing and includes the installation of 01 isolated valve.
- The equipment installed on the GVE skid includes the following, but is not limited to:
 - 01 Pressure transmitter (PT-2000) is used to measure the pressure of the system for changeover from gas fuel to CO fuel when the pressure drops below the Pressure low value
 - 01 Pressure transmitter (PT-2004) - "Regulated gas pressure" and 01 Temperature
 - Transmitter (TT-2004) - "Boiler gas temperature" are input to the BAC for calculating the density of the gas supply.
 - 01 Pressure transmitter (PT-2008)- "Boiler gas header pressure" sends a 4-20mA signal to the BAC for tracking the set point pressure and trip the boiler.
 - 02 Shutdown Valves (SDVs): one Shutdown valve (SDV-2006)- “Boiler Gas Trip Valve” and another SDV (SDV-2102) – “Burner Gas Trip Valve” to safely isolate the system during shutdown or trip of the GVE system. A Bleed Valve (BDV-2014) is required to be installed between the SDV- “Boiler Gas Trip Valve” and the SDV- “Burner Gas Trip Valve” to bleed gas to the line vent.
 - 01 ball valve (BAV-2103) is installed on the main gas supply line and upstream of the gas being fed into the burner, with the purpose of isolating the gas fuel system when necessary.



- The boiler requires control using a Flow Control Valve (FCV-2004) located upstream of the burner isolation valves. The FCV utilizes a 4-20 mA signal from BAC to adjust the gas flow and is equipped with an electronic positioner. The FT used to control the FCV must use a Coriolis Flowmeter to measure mass flow and should be designed and calculated to ensure that the gas flow control system provides just enough gas to the
- boiler, achieving high fuel combustion efficiency with zero or minimal emissions.
- 01 ball valve (BAV-2008) for manual isolation is required to be installed on the N2 main supply line.
- 01 SDV is controlled to open/close from the BMS to isolate the N2 system, and 01 PT is used to display the N2 pressure.
- On the N2 supply branch lines, solenoid valves (type FO) are installed to control opening and closing from the BMS as part of the N2 purge cycle for the GVE. Three check valves (CHV) are also installed on the N2 supply branches.
- The gas supply line into the GVE is double-walled, as well as each burner gas line. Nitrogen is also used to charge the double-wall piping. Two pressure transmitters (PT-2000, PT-2104) are required to monitor the nitrogen pressure at the inlet and outlet of the GVE. If the pressure drops below a set limit (potentially indicating a gas leak), the system will shut down.

VENDOR Refer to document VSP1-032-TS-PR1-PID-013_0_GAS VALVE ENCLOSURE for more information about boundary scope of supply

5.1.3.3. CRUDE OIL PUMP STATION

- The Crude Oil Pumps Skid will provide a reliable and consistent supply of Crude Oil to both boilers. They shall be sized to supply the Boilers with sufficient Crude Oil for the boilers to run at full capacity/Maximum Continuous Rating (MCR).
- The equipment in the skid must be rated in accordance with the zones where they are located.
- Two fully redundant pumps are mounted to a common pump block which together are mounted to a steel frame and drip tray. The site-run suction and discharge piping are connected to the block. The duty pump is selectable from the OSW HMI.
- The block is fitted with:
 - Crude Oil Supply valve (SDV-6000)



- Crude Oil Return valve (SDV-6050)
 - Common three-way diverter valve (DV-6000)
 - Independent check valves (CHV-6016, CH-6026)
 - Inlet strainers (STR-6010, STR-6020).
- Pressure measurement and control devices for the skid include:
 - PT-6050, PG-6049: Crude oil pump discharge pressure.
 - PCV-6050: Self-acting control valve for the crude oil return line to the pump suction.
 - PG-6012, PG-6022: Monitor pressure supply of the crude oil pump for each line.
 - The three-way manual diverter valve can direct Crude Oil to one or both of the pumps.
 - The two check valves are located immediately downstream of the pump outlets to prevent flow back through an individual pump while it is offline.
 - Each pump shall be equipped with an internal relief valve to prevent over-pressure damage. However, these valves are intended to operate only momentarily before the system trips due to high pressure.
 - The SDVs in the SKID require the installation of limit switches to send the OPEN/CLOSE status to the BMS.
 - An external back pressure maintaining valve maintains the Crude Oil discharge header pressure at a set limit, typically 24 Barg, by recirculating Crude Oil back to the service tank.
 - A Crude Oil Pumps Skid Control Panel shall be mounted within visual close proximity to the Crude Oil pump skid.
 - The pumps shall be able to be started from the OIL Pumps Control Panel, OWS HMI screen or automatically from the BMS logic.

VENDOR refer to document VSP1-032-TS-PR1-PID-016_0_CRUDE OIL PUMPING STATION for more information about boundary scope of supply

5.1.3.4. CRUDE OIL HEATER SKID

- The common Crude Oil Heater Skid will to provide a reliable and consistent supply of Crude Oil at the correct temperature to the burner.



- The equipment in the skid must be rated in accordance with the zones where they are located.
- The SDV (SDV-6055) must be installed on the supply line from the "Crude Oil Pumps Skid" and split into two branches, each equipped with a heat exchanger for heating.
- The Heating Steam supply line is sourced from the Boiler steam system and is divided into two lines to feed two Steam Heaters, which are used to heat the Crude Oil before it is fed into the OVE.
- Manual isolation valves (BAV-6060, BAV-6070, BAV-6089, BAV-6094) will be installed at the inlet and outlet of each heating steam line, and a pressure gauge (PG-6092) will be installed on the main supply line to monitor the pressure of the Heating Steam.
- The heat exchangers are required to have condensate return lines. Isolation valves (BAV- 6033, BAV-6073) and a condensate recovery assembly must be installed on the condensate return line. Normally, the condensate will pass through the Steam/Condensate Trap (including BAV-6090B/C, STP-6090), but in case of necessity, the condensate trap can be bypassed by opening the isolation valve (BAV-6090A).
- The heat exchangers shall be designed with safety valves (PRV-6064, PRV-6074) to ensure that the operating pressure does not exceed the allowable limit. Additionally, isolation valves (BAV-6064, BAV-6074, BAV-6056, BAV-6075) must be installed for draining liquid and air venting when necessary.
- A temperature control valve (TCV-6090) maintains the Crude Oil temperature at a set limit, typically 120 deg C, by introducing steam to the heater. The Crude Oil temperature control can be manually controlled from the HMI screen or automatically from the BAC logic.
- Two steam heaters are mounted to a common block which together are mounted to a steel frame and drip tray. The site-run suction and discharge piping are connected to the block. Manual isolation valves (BAV-6060, BAV-6070, BAV-6089, BAV-6094) will be installed on the inlet and outlet of each heater as well as a Crude Oil heater supply valve and discharge temperature (TT-6090) /pressure transmitters (PT-6090).
- The heater discharge pressure transmitter ensures that the pumps will not



indefinitely recirculate Crude Oil if the pump system becomes dead-headed.

VENDOR Refer to document VSP1-032-TS-PR1-PID-017_0_CRUDE OIL HEATER SKID

5.1.3.5. DO PUMPING STATION

- The common Crude Oil Heater Skid will to provide a reliable and consistent supply of Crude Oil at the correct temperature to the burner.
- DO Pumps Skid shall be mounted in the Engine room.
- The DO pump skid will provide a reliable and consistent supply of DO to the boilers.
- They shall be sized to supply the Boilers with sufficient DO:
 - For the boilers to run at full capacity/Maximum Continuous Rating (MCR).
 - Provide DO (Diesel Oil) during the startup phase (ignition) of the Boiler according to the Burner's fuel modes.
- DO Pumps Skid including two fully redundant pumps are mounted to a common pump block which together are mounted to a steel frame and drip tray. The site-run suction and discharge piping are connected to the block. The block is fitted with:
 - Common three-way diverter valve (DV-3000)
 - Independent check valves (CHV-3016, CHV-3026)
 - Discharge pressure transmitter (PT-3050)
 - Discharge pressure gauge (PG-3049)
- On the inlet DO (Diesel Oil) supply line to the pump, Simplex Strainers (STR-3010, STR-3020) and Pressure Gauges (PG-3012, PG-3022) must be installed to monitor oil pressure during pump operation. On the DO supply line to the OVE skid, it is required to design the piping and install a Self-Acting Control Valve (PCV-3050) to return DO to the Service Tank.
- The oil pumps require the installation of a Local/Remote switch, allowing operators to select operating modes: Local Start or Remote Start (from the OSW HMI).
- Each pump shall be equipped with an internal relief valve to prevent over-pressure damage. However, these valves are intended to operate only momentarily before the system trips due to high pressure.
- Requirement for refurbishment (if any) as below:



- It is envisaged that the existing Diesel Oil Pumping Skid is suitable for re-use.
- The VENDOR may refurbish the existing DO Pumps Skid into a new system that can be integrated with the new BMS&BAC systems.

VENDOR Refer to document VSP1-032-TS-PR1-PID-025_0_DIESEL OIL PUMPING STATION for more information about the boundary scope of supply

5.1.3.6. OIL VALVE ENCLOSURE (OVE)

- The fuel oil system header will control the supply of oil through a header to the burner.
- The system will comprise of isolation valves, flow meter, strainers, pressure control valve, DO/Crude Oil supply/recirculation valves, oil trip valves, check valves and instrumentation. It will be located in a ventilated Oil Valve Enclosure (OVE).
- The equipment in the skid must be rated in accordance with the zones where they are located.
- The oil pressure control valve will allow the pressure to be either increased or decreased depending upon the system requirements.
- OVE consists of a carbon steel fabricated structure fitted with a removable front door(s).
- Each has a clear polycarbonate window installed to allow visual inspection of the interior of the OVE without the need for entry.
- The DO fuel oil (from the DO pump skid), crude oil (from the heaters skid), or a mixture of both will be selected by the control system based on the operating mode and directed into the main line to the burner. A temperature transmitter (TT-4038) will be installed on the crude oil line to monitor and send temperature alerts to the BMS.
- The oil flow transmitter type Coriolis provides (FT-408) remote indication of the oil flow to the BAC controls to regulate the oil flow control valve. The flow control valve (FCV-408) allows the flow to be either increased or decreased depending upon the system requirements. This valve depends on the supply of 4-20mA signal to obtain the required oil flow.
- The strainer (STR-4016), accompanied by the differential pressure transmitter (DPT-4015), located after the automatic valves, removes particles that may have entered the oil.



- The atomizing media is introduced into the OVE to disperse the liquid fuel before it is supplied to the burner.
- The isolation valves will consist of manual valves (BAV-4000, BAV-4036, BAV-4044).
- The automatic valves (SDV-4002, SDV-4040, SDV-4020, SDV-4114) will allow for the isolation of the oil system to the burners.
- Check valves (CHV 4116, CHV-4004, CHV-4006) are provided to prevent back-flows and unwanted intermixing of fluids.
- The strainer situated after the automatic valves removes particles that may have entered the oil.
- Three SDVs (SDV-4019, SDV-4042, SDV-4040) are required to be installed and controlled from the BMS for the "Crude Oil Recirculation to pump suction" line.
- Install the SDVs (SDV-4042, SDV-4019) to be operated from the BMS and design the piping accordingly to implement "Crude Oil Recirculation to pump suction" in the event of the OVE system shutdown.
- The pressure transmitter (PT-4022) is installed to measure the fuel oil pressure before it enters the burner and sends a 4-20 mA signal to the BMS to provide low/high-pressure alerts.
- Atomizing steam from the ATOMISING MEDIA SKID is supplied to the OVE and BURNER to atomize the fuel oil before it is introduced into the Burner. The SDV (SDV-4130) installed on the atomizing steam line is controlled from the BMS to supply atomizing steam to the OVE system. A check valve (CHV-4132) is installed before this SDV to prevent the fuel oil from flowing back into the ATOMISING MEDIA SKID.
- The "Burner Enclosure Drain" line to the Drain Tank is also included in the OVE system.
- SDVs in the OVE are required to be equipped with limit switches to send OPEN/CLOSE status to the BMS.
- The OVE is equipped with explosion-proof lighting for use when necessary. The doors of the OVE are required to have limit switches to report the open/close status to the BMS.
- The OVE require installation of Thermal Detectors to detect fires and transmit



signals to the BMS and the common fire alarm system of FSO VSP-01.

VENDOR refer to document VSP1-032-TS-PR1-PID-031_0_CRUDE OIL ENCLOSURE for more information about the boundary scope of supply.

5.1.3.7. AUTOMISING MEDIA SKID

- The atomizing media skid controls the supply of atomizing steam/air to the burner. Atomizing steam /air is used to atomize the oil for good combustion.
- The atomizing steam/air header system will control the supply of atomizing steam/air to the burner.
- The system will comprise of isolation valves and instrumentation. Instrumentation will allow for local (PG-4065) and remote (PT-4062) indication.
- Remote indication will be provided in the form of a signal from the pressure transmitter (PT-4062).
- The pressure transmitter will send signals to the BMS controls to shut the system down if the atomizing media pressure falls below a set level.
- The isolation valves will consist of manual valves (BAV-4050, BAV-4054). The automatic valves (SDV-4052, SDV-4058) will allow for the isolation of the atomizing steam/air to the burners. The self-acting control valve (PCV-4057) is used to regulate the atomizing steam pressure sufficiently to supply the OVE system.
- The separation (S-4056) and discharge system includes a water separator and needle
- valves to remove water from the atomizing steam before supplying it to the OVE system.
- The instrument air supply system for skids such as GVE, Combustion Air & Flue Gas system, and OVE is also integrated into the AUTOMIZING MEDIA SKID. On the inlet and outlet of the instrument air supply line, it is required to install Isolation Ball Valves (BAV-0002, BAV-0006), Hand-Actuated Filter Regulators (FR-0002) for pressure adjustment, and a Pressure Transmitter (PT-0004) to monitor and alert high/low instrument air pressure to the BMS.
- Check valves (CHV-4126) are provided to prevent back-flows and unwanted intermixing of fluids.



- The strainer (S-4056) situated after the automatic valves remove particles that may have entered atomizing steam/airline.
- In addition, the installation of needle valves (NV 4056A/B/C) and steam/condensate trap (STR-4056) after the strainer is required to discharge liquids when necessary.

It is envisaged that the existing AUTOMISING MEDIA SKID is suitable for re-use. The VENDOR may refurbish the existing AUTOMISING MEDIA SKID into a new system that can be integrated with the new BMS&BAC systems.

VENDOR refer to document VSP1-032-TS-PR1-PID-021_0_ATOMISING MEDIA SKID for more information about the boundary scope of supply.

5.1.3.8. NITROGEN RACK

- Nitrogen (N2) is used to purge the main gas supply line from the main gas trip valve through to the gas vent valve. It also purges each line from the individual burner block valves to the burner.
- The required volume of N2 must be calculated to ensure sufficient purge for the GVE skid.
- The system requires the use of two N2 bottles (primary and secondary), installed in parallel.
- The following equipment is required to be installed on the main N2 supply line to the GVE:
 - 01 PCV (self-acting control valve), 01 pressure gauge installed before the PCV to monitor the pressure of the nitrogen bottles, and another one installed after the PCV to monitor the N2 pressure supplied to the GVE. A safety valve (PSV) is required to be installed before the PCV to discharge N2 to the atmosphere.
 - 01 ball valve (BAV) is installed upstream of the N2 supply to the GVE skid to isolate the system when necessary.
 - Each N2 supply line requires the installation of one ball valve (BAV) for isolation and one check valve (CHV) before being connected to the main N2 line. A flexible hose is used to connect from the N2 cylinder to the ball valve.

VENDOR refer to document VSP1-032-TS-PR1-PID-029_0_NITROGEN RACK for more information about the boundary scope of supply.



5.1.3.9. CO2 SUPPLY

- The CO2 system is required to provide fire suppression for the Crude Oil Enclosures skid (OIL VALVE ENCLOSURE, BURNER ENCLOSURE). Specifically, the Crude Oil skids in the "Pump Wall Interface" area will utilize the existing CO2 system of FSO-VSP02 for fire suppression.
- It is required to calculate the necessary CO2 volume corresponding to the number of CO2 cylinders needed for fire suppression in the Crude Oil Enclosures skids.
- Each CO2 cylinder must be equipped with Hand Actuated Emergency Pushbuttons to allow operators to release CO2 when necessary, as well as check valves, safety valves, and ball valve isolators on each cylinder.
- On the common CO2 discharge line, a Pressure Gauge (PG-6030) and a Pressure Switch (PSH-6030) must be installed to monitor and provide pressure alerts when CO2 is released. Additionally, an Isolation Ball Valve (BAV-6030) must be installed to isolate the CO2 system, accompanied by Limit Switches to report the OPEN/CLOSE status to the BMS.

VENDOR refer to document VSP1-032-TS-PR1-PID-028_0_CO2 SUPPLY for more information about the boundary scope of supply.

5.1.3.10. GAS VENTILATION SYSTEM

- The common dual exhaust ventilation fans assembly is located above the GVE's for each boiler. The unit has a common inlet and outlet outside of the machinery space. Air is circulated through the GVE's and ventilated outside.
- The common dual exhaust ventilation fans assembly is located above the GVE's for each boiler. The unit has a common inlet and outlet outside of the machinery space. Air is circulated through the GVE's and ventilated outside.
- Under normal operating conditions only the duty fan operates, with the stand-by fan only activating if the low pressure differential switch across the fans is activated. The pressure differential transmitter is connected across the inlet and outlet, the connection on the fan inlet providing the low pressure and the connection on the outlet providing the high pressure. Either fan can be selected as the duty fan.
- A locally mounted electrical control panel contains all necessary switches and lights for fan starting, stopping and remote/local selection.
- Ventilation fans are used to maintain a constant suction on the Gas Valve



Enclosures to ensure that should any gas happen to leak; it will be positively exhausted to a suitable location outside the machinery space. The fan assembly consists of two redundant fans with associated inlet and outlet ducting and a self-actuated changeover baffle box.

- An Emergency stop is provided on the GVE Ventilation fans control panel. It is of the latching push-pull type and it will remain depressed when operated. It should normally be in the extended position during fan operation.
- Fan indication lamps are provided for each fan for 'RUNNING'.
- Under normal operation the duty fan (HMI selectable) is started and stopped remotely by the Burner Management System and or HMI, however, a facility is provided to bypass this remote start/stop signal for local test purposes. A 2-position "VENT FANS" LOCAL/REMOTE' select switch is used to select whether the fans can be started locally or remotely from the BMS
- When the operator de-selects gas firing (or gas firing is tripped), the operating fan will continue to run for a period of 5 minutes after gas firing stops. This ensures that the GVE and associated inlet/outlet air ducting is thoroughly purged with air.
- Both the local and remote stops will stop the fan(s) whether the selection switch is in local or remote position
- The GVEs require the installation of a Gas Detectors (GD-2056) inside to detect gas leaks, sending a 4-20 mA signal to the BMS to trigger an alarm and trip the boiler. Similarly, on the Ventilation Ducting Inlet and Ventilation Ducting Outlet, Gas Detectors (GD-2052, GD-2058) are required to measure gas leakage levels, also with the function to alarm and trip the boiler.
- The inlet ducting of the GVE requires the installation of Flow Orifices (FO 2060) and a device to measure GVE airflow low (PDT-2060). In the event of low GVE airflow, the BMS will trigger a Gas Fuel Trip and initiate a Fuel Change Over (FCO) to DO.
- On the Ventilation Ducting Outlet, a device to measure the GVE Vent Fan Airflow (PDSL-2066) is required. When a low Fan Airflow alarm is detected, the BMS will initiate a Duty-to-Standby Fan changeover.
- For the gas vents line of each GVE to the safe area, it is required to install flame arrestors (FA-2018).

VENDOR refer to document VSP1-032-TS-PR1-PID-015_0_GAS VENTILATION



SYSTEM for more information about the boundary scope of supply.

5.1.3.11. CRUDE OIL VENTILATION SYSTEM

- Due to the hazardous nature of the crude oil, all crude oil piping and valves outside the pump room are contained within ventilated piping or the ventilated oil valve and burner enclosures. Ventilation air is drawn through the burner and oil valve enclosures, then through the crude oil piping leading to the pump room and finally up through the ventilation fan assembly to the exhaust.
- The common dual exhaust ventilation fans assembly is located above the oil valve enclosures for each boiler. The unit has a common inlet and outlet outside of the machinery space.
- Under normal operating conditions only the duty fan operates, with the stand-by fan only activating if the low pressure differential switch across the fans is activated.
- The pressure differential transmitter is connected across the inlet and outlet, the connection on the fan inlet providing the low pressure and the connection on the outlet providing the high pressure. Either fan can be selected as the duty fan.
- Ventilation fans are used to maintain a constant suction on the oil valve enclosures to ensure that should any gas happen to leak; it will be positively exhausted to a suitable location outside the machinery space. The fan assembly consists of two redundant fans with associated inlet and outlet ducting and a self-actuated hangover baffle box.
- An Emergency stop is provided on the oil valve enclosure ventilation fans control panel. It is of the latching push-pull type and it will remain depressed when operated. It should normally be in the extended position during fan operation.
- Fan indication lamps are provided for each fan for 'RUNNING'.
- Under normal operation the duty fan (HMI selectable) is started and stopped remotely by the Burner Management System and or HMI, however, a facility is provided to bypass this remote start/stop signal for local test purposes. A 2-position 'VENT FANS LOCAL/REMOTE' select switch is used to select whether the fans can be started locally or remotely from the BMS.
- A fan duty selection facility is provided within the BMS HMI to allow for the selection of the duty and standby fans, when in the normal 'REMOTE' position, the operator can change duty selection of the fans and remotely start/stop the fans.



- Both the local and remote stops will stop the fan(s) whether the selection switch is in local or remote position.
- When the operator de-selects oil firing (or oil firing is tripped), the operating fan will continue to run for a period of 5 minutes after oil firing stops. This ensures that the oil valve enclosure and associated inlet/outlet air ducting is thoroughly purged with air.
- Gas detectors (GD-6054, GD-6056) are required to be installed inside the Burner Enclosure and Oil Valve Enclosure to detect gas leaks and send alarm signals to the BMS.
- Additionally, Thermal Detectors (TD-6054, TD-6055) are required to detect fires inside the enclosures and send signals to the BMS. Fire dampers must be installed on the Ventilation Inlet and Outlet of the Burner Enclosure and Oil Valve Enclosure. When a fire is detected inside these skids, the fire dampers are controlled by the BMS to close and isolate the area, allowing CO2 to be discharged inside. At the same time, the ventilation fans are shut down in an emergency. At the same time, the ventilation fans are shut down in an emergency. The fire dampers can be controlled to isolate the OVE and the burner enclosure and send their OPEN/CLOSE status to the BMS.
- On the Ventilation Inlet, appropriate Flow Orifices (FO-6051) and corresponding Differential Pressure Transmitters (DPT-6051) are required. If an Inlet Vent Air Flow low signal is detected, the Crude Oil fuel system will TRIP.
- On the Ventilation Ducting Outlet, a device to measure the Crude oil vent Fan Airflow (PDSL-6066) is required. When a low Fan Airflow alarm is detected, the BMS will initiate a Duty-to-Standby Fan changeover.
- Ventilation Ducting Inlet and Ventilation Ducting Outlet require the installation of Manual Isolation Ball Valves (BAV-6030, BAV-6080) to completely isolate the ventilation system when necessary. Gas detectors (GD-6052, GD-6058) are also installed at the inlet and outlet of the Ventilation Ducting.

VENDOR refer to document VSP1-032-TS-PR1-PID-018_0_CRUDE OIL VENTILATION SYSTEM for more information about boundary scope of supply.

5.1.3.12. BURNER

- The Burner and the equipment installed on it shall be installed in the enclosure.
- The new burner is a Marine type, commonly used for boilers on FSO/FPSO vessels



and currently in the current phase.

- The new burner is capable of using Gas, Crude oil, and DO as fuel in single-fuel or simultaneous firing modes. Specifically, the new burner is required to meet the following operating modes, including:
 - Burning only gas fuel.
 - Burning only crude oil fuel.
 - Simultaneously burning a mixture of gas and crude oil fuel, with priority given to burning maximum gas fuel and minimum crude oil fuel.
- The burner is required to be integrated and controlled directly from the BMS and BAC, and the use of a separate controller/electronic circuit for control is not accepted.
- The new burner must be installed within an enclosure. Inside the burner enclosure, a gas detector and a flame detector must be installed to detect fires and gas leaks within the burner enclosure.
- In the event of a gas leak inside the burner enclosure, the burner enclosure must trip, and the leaked gas must be vented to a safety area through the boiler's ventilation system. If the flame detector detects a fire, the burner enclosure must trip and be completely isolated from the ventilation ducting outlet. The CO2 system must then be automatically activated to discharge CO2 into the burner enclosure to extinguish the fire.
- Flue gas at all loads must meet ISGOTT requirements for inert gas blanketing of the cargo and slop tank.
- The new burner uses atomizing steam/air to atomize the fuel for combustion, and a separate pilot or ignition burner is provided, which uses diesel oil as fuel.
- New burner must have the following characteristics:
 - Wide turndown range
 - Low excess air operation
 - Low atomizing steam consumption
 - Retractable oil gun
 - Direct spark ignition or oil pilot
 - Capability of burning all grades of gaseous and liquid fuel oils
 - Low maintenance



- No/low particulate emissions
 - Ambient or preheated combustion air
 - Retractable air register (multiple burners) Combustion
- The burner assembly is provided as a complete module, incorporating dual redundant flame scanners, internal gas ring, oil gun and igniter with all electrical components precabled to the front plate mounted SS316 junction box. In addition, all instrument air users are pre-tubed (SS316) to a common manifold, also mounted on the burner.
 - The assembly is a complete unit, ready for installation as a complete module, with all solenoids, limit switches and flame detectors pre-wired to the junction box. Additionally, the pneumatic cylinders are all pre-tubed to a common manifold, also mounted on the burner.

The instruments integrated inside the Burner Enclosure (Limit switch, Solenoid valve, Flame detector, Gas detector, Igniter Rod, etc.) shall be comply with Area Classification Z1, IIA, T3 or better, and have an IP66/67 rating.

- Removal of the existing burner and installation of the new burner:

- The existing burner per boiler shall be dismantled and one complete of new burner per boiler will be installed. Burner removal is limited to the existing burners and attached instrumentation.
- Installation of New Burner: These works include installation of necessary valves, pipeline etc. for oil and atomizing steam system.

- Cutting a Manhole:

- The existing boilers require the fabrication of manholes to allow personnel to enter for inspection and maintenance furnace when necessary.
- The size and location of the manholes must be calculated and designed by the VENDOR to ensure appropriate dimensions. After the manholes are fabricated, the furnace must remain safe and unaffected in terms of structure and quality. Quality assessment and inspection measures must be carried out after the manhole fabrication is completed.

The BURNER ENCLOSURE require installation of Thermal Detectors to detect fires and transmit signals to the BMS and the common fire alarm system of FSO VSP-01.

VENDOR refer to document VSP1-032-TS-PR1-PID-023_0_BURNER for more information about boundary scope of supply.



5.1.3.13. COMBUSTION AIR AND FLUE GAS SYSTEM

The VENDOR is required to install the following equipment:

- The Soft Starter must be designed and installed in the MCC to control the FD FAN (F-7001).
- Install a Temperature Transmitter to send a 4-20 mA signal to the BMS for monitoring the temperature inside the WINDBOX.
- Install two Differential Pressure Transmitters between the WINDBOX and FURNACE, each with a distinct function:
 - PDT-7006 sends a low differential pressure alarm signal to the BMS.
 - PDT-7001 sends a signal to the BCA to control FCV-7001, ensuring the Air/Fuel ratio for the Boiler based on the load
 - In the boiler stack area, install a temperature measurement device (TT-7005) to send signals to the BMS for temperature alarm purposes. In addition to the existing Oxygen Analyzer (AT-7001), install a supplementary device (AT-7007) to measure exhaust gas concentration using an infrared emitter and receiver.
- Requirement for refurbishment (if any) as below:
 - It is envisaged that the existing COMBUSTION AIR FLUE GAS SYSTEM is suitable for re-use.
 - The VENDOR may refurbish the existing COMBUSTION AIR FLUE GAS SYSTEM into a new system that can be integrated with the new BMS&BAC systems

VENDOR refer to document VSP1-032-TS-PR1-PID-019_0_COMBUSTION AIR AND FLUE GAS SYSTEM for more information about boundary scope of supply.

5.1.4. FEEDWATER & STEAM SYSTEM

- The water level for the Boiler is supplied from the "Feed Water Pumping System" through the Level Control Valve (LCV-8002), which is controlled by the BAC.
- A float-type level measuring device (LSLL-8004) is installed to measure the water level in the Boiler. Additionally, the Boiler requires the installation of automatic level measuring devices (LT-8002, LT-8003). One LT sends a 4-20 mA signal to the BMS, while the other LT sends a signal to the BAC for calculating and controlling the Drum Level Feed water Flow Control Valve (LCV-8002).
- Both LTs require the use of a condensate pot and a gate valve installed at the high



side of the transmitter, while the low side is connected to a common gate valve at the low level of the Boiler.

- Pressure Transmitter (PT-8001) is used to measure Boiler pressure and transmit a 4-20 mA signal to the BMS for high-pressure alerts while also sending the signal to the BAC for Airflow demand calculation.
- On the Common Steam Header of the Boilers, a pressure measuring device (PT-8010) is required to send a 4-20 mA signal to the BAC for calculating fuel control functions.

It is envisaged that the existing FEEDWATER & STEAM SYSTEM is suitable for reuse. The VENDOR may refurbish the existing FEEDWATER & STEAM SYSTEM into a new system that can be integrated with the new BMS & BAC systems.

VENDOR refer to document VSP1-032-TS-PR1-PID-026_0_FEED WATER AND STEAM SYSTEM for more information about boundary scope of supply.

5.1.5. CONTROL SYSTEM

5.1.5.1. GENERAL REQUIREMENTS FOR THE CONTROL SYSTEM

- Comply with international standards:
 - IEC 61131-3, IEC 61508, IMO, IACS
 - Ensure the design aligns with class society rules (e.g., DNV, ABS, BV, LR).
- System Safety and Redundancy:
 - Fail-Safe Design: Ensure safe shutdown of the Boiler in case of PLC failure.
 - Redundancy: CPUs to ensure system reliability.
 - Emergency Stop (E-Stop): Include emergency shutdown buttons in the system.
- Control system integration requirements:
 - The control program for the Boilers requires two control functions using PLC (BMS&BAC) including: the Burner Management System (BMS) and the Boiler Control System (BAC).
 - The number of spare I/Os for the PLC must account for 20% of the total number of I/Os of the PLC.
 - PLC (BMS&BAC) shall each be a microprocessor based PLC system with high level of fault tolerant.



- Loading requirement: system shall consider a maximum loading of 60% for the following:
 - Control processor
 - Memory
 - Communication
- Hardware Specification for OWS, EWS:
 - Make: Dell / HP or equal
 - CPU: Dell / HP or equal
 - Operating System: Preferred Windows 11 or above
 - Type: Workstation Grade
 - Casing: Mini Tower / Small Form Factor Type or Rack Mounted Type
 - Display Adaptor: 1920x1080 Pixels or better with support of multiple monitors.
 - RAM: 16GB minimum
 - Hard Drive Capacity: 500GB minimum
 - Keyboard: Operator Keyboard (membrane type)
- Specification for LED Monitor:
 - Dell / HP / NEC or equal (LED monitor)
 - Size: 27"
 - Audio Device: LED Monitor shall have built-in speaker
 - Viewing Angle: Minimum 160° (Vertically and Horizontally)
 - Display Resolution: 1920x1080 Pixels or better
 - Connectivity to the ECR (Engine Control Room) via OWS HMI
 - Local and remote control capability (LCP and ECR modes).
- The signals between the Boiler BMS system and the Fire & Gas system, VRU system on FSO VSP-01, in both directions, shall be via hardwiring.
- The signals from the Boiler BMS system to the MCCS system may via hardwiring or can be transmitted using Modbus.
- The EWS computer shall be able to connect online with the PLC and HMI to download and upload the control logic for the boilers. Additionally, the EWS computer must be capable of editing and adding to the HMI database for the boiler pages without any functional limitations.
- The VENDOR shall hand over all source codes for the PLC logic and the HMI. All



licenses for the software on the EWS computer (including licenses for PLC programming software, HMI programming software, drivers, Microsoft Windows, etc.) shall also be transferred.

5.1.5.2. BURNER MANAGEMENT SYSTEM (BMS) & BOILER AUTOMATIC CONTROL (BAC)

The control system for the two boilers will include: two PLCs (each boiler will have its own dedicated PLC for control). The HMI section will include: one EWS computer and one OWS computer. The EWS and OWS computers will be installed on the control desk (instead of being mounted on the PLC cabinets) in the boiler control room.

BMS:

- The logic shall be implemented in a modular Programmable Electronic System (PES) with hardware specifically designed for critical control applications. The solution shall include a failsafe PLC processor, standard I/O, the critical Input/output signals must be redundant, and open-source logic.
- The number of spare I/O signals must ensure 20%.
- The PLC BMS&BAC for the control system shall be the latest version currently (current phase model), ensuring compatibility with the project's specifications and future scalability. Detailed technical documentation, including version history and support timeline, shall be provided.
- The furnace and fuel safety system logic shall adhere to international standards, such as those of the National Fire Protection Association (NFPA) and the class rules of ABS, BV, DNV GL, and LR. These standards define requirements that ensure the safe operation of the boiler and specify conditions under which burner or total boiler shutdowns are necessary.
- BMS may be described as the system that controls the burner plant equipment request to safety start-up and shutdown the burner installed in the Boiler. The BMS start-up, shutdown and continuous monitoring will be performed automatically by PLC. The BMS&BAC PLC shall be designed to fully integrate with FSO safety system such as EDS system, VRU system (Signal connection via hardwiring combined with data transmission via Modbus).
- On the BMS cabinet, it is necessary to design LCP/ECR function buttons to allow operators to select the control mode for the Boilers, either from the Local Control



Panel or from the OWS HMI in the Control Room Engine.

BAC:

- BAC may be described as the system that monitors and controls the fuel and airflow to ensure that the correct setting (i.e air/fuel ratio) are maintained at all time. Also to ensure that the demand requirements for the boiler steam outlet pressure met. BAC also uses a PLC similar to the BMS or is integrated with the same PLC as the BMS.
- The BAC system equipped for Engine Room Boiler includes the following control system loops:
 - Ship Master Control System: Controls common steam pressure
 - Boiler Master Control System: Controls boiler steam pressure
 - Gas Flow Control System: Controls gas flow to the boiler according to the set point cross limited (High Limited) by actual airflow and includes minimum/maximum gas header pressure overrides.
 - Oil Flow Control System: Controls oil flow to the boiler according to the set point cross limited (High Limited) by actual airflow and includes minimum/maximum oil pressure overrides.
 - Airflow Control System: Controls airflow according to the set point cross limited (Low Limited) by actual fuel flow.
 - Oxygen Trim Control System: Controls the excess air according to the required oxygen excess for the given boiler load/fuel flow
 - Drum Level Control System: Controls feed water to the drum to maintain the drum level at its set point
- The control logic of the Control System Loop shall be provided in the form of a SAMA DIAGRAM when submitting the tender documents.

5.1.5.3. THE BMS CONNECTS DATA WITH THE MAIN CONTROL CONSOLE SYSTEM (MCCS)

- The MCCS is an existing system on the FSO-VSP01, designed and installed by Japan Radio Electric MFG. Co. Ltd. in 1999 in the Cargo Equipment Room. It functions similarly to a PLC, monitoring and displaying the operating status of various equipment (Boiler, Fire & Gas, Utility, crude oil receiving and export systems, etc.) and triggering common alarm signals through sirens and lights on the FSO-VSP01 panel. All statuses and alarms from the existing Boiler system are



sent to the MCCS via hardwiring for alarm activation and display on a 15-inch computer screen.

- Signals from the Boiler system and auxiliary systems for the Boilers, which were previously transmitted to the MCCS via hardwiring, need to be replaced with a data connection method using Modbus and hardwire signals for shutdown signals

5.1.5.4. OPERATOR WORK STATION

- The OWS is a computer located in the Boiler control room (BCR) enables the collection of information from all Boilers and skids of the VRU system on the FSO VSP-01.
- Operator work station: 1 EWS, 1 OWS. It enables the collection of information from all Boilers and skids of the VRU system on the FSO VSP-01.
- In addition to monitoring parameters, it provides full functionality for operators to start/stop or remotely set control parameters for the Boilers.
- The OWS must have access control and include functionalities such as Alarm, Historical data logging, and the ability to export data from its graphs to Microsoft Excel or print them when needed.
- The interface and graphics designed for the OWS must be user-friendly and easy to operate.
- The OWS screen pages should be designed to allow operators to monitor the parameters of two Boilers simultaneously.
- Additionally, the design should include integrated screen pages to monitor the operational status and data of skids, including the Fuel Gas supply system, Crude Oil supply system, DO supply system, Feed water Pump, Crude Oil Heater, and other necessary systems to ensure the safe operation of the Boiler system.
- The OWS design requires a screen page that allows Startup Override or Override of signals for maintenance, repair, or equipment replacement when necessary.
- The control system for each Boiler consists of one main control cabinet (BMS & BAC PLC CABINET) installed in the Boiler Control Room (BCR) of the FSO VSP-01 and one Boiler Local Control unit installed at each Boiler.

VENDOR refer to document VSP-01-032-TS-IA2-DW-001_02 “Control System Architecture Diagram” of Boiler Package Conversion for more information about boundary scope of supply



5.1.5.5. BMS & BAC PLC CABINET

- The control cabinets must be made of carbon steel, with a minimum rating of IP42.
- In addition to housing PLCs and I/O cards, they also integrate power distribution and Field I/O terminal cabinets. This system must be pre-assembled, powered, and tested prior to installation on the FSO-VSP01.
- The PLC cabinets must be designed to ensure they are sealed and equipped with cooling fans to maintain an internal temperature of approximately 25°C

5.1.5.6. BOILER LOCAL CONTROL CABINET/PANEL

- Shall be mounted at the burner elevation, this bracket-mounted cabinet provides control buttons and corresponding status indicator lights for the following functions: burner start/stop and boiler emergency trip.
- Certification: Safety area.

5.1.6. POWER DISTRIBUTION SYSTEM

- The Vendor is required to quote Power Distribution System as optional.
- The VSP-MCC-01 electrical distribution system for the VRU project will be designed and manufactured under a separate contract, and is not within the scope of supply for the "Boiler Conversion Package". The VSP-MCC-01 will supply power to the MCC for the Boiler Package.
- The VENDOR for this contract shall design and provide the complete MCC for the Boiler Package.
- All necessary electrical work and auxiliary electrical equipment including all cable, terminals, junction boxes and cabling along with cable trays/ cable ladders/ cable pipe shall be supplied by VENDOR within the "Boiler Conversion Package"

The VENDOR is referred to document VSP01-032-TS-ES2-SD-01 Electrical Single Line Diagram of the Boiler Package Conversion for more information about the boundary scope of supply.

5.1.6.1. BOILER POWER PANEL (EXSITING)

- The electrical distribution panels for the Boilers, including the existing Boiler Power Panel No.1 and No.2 from Aalborg, are required to continue being used for the Boiler Conversion Package. The power panels are currently supplying 440 V, 3 Ø, 60Hz power to the pumps and FD of the Boiler (CHEMICAL DOSING



PUMP, CONDENSATE PUMP, SMOKE DENSITY BLOWER, FEEDWATER PUMP, BOILER FD FAN, etc.).

- Require the VENDOR to retrofit high-power pumps/fans (such as Feed water Pump 1, Feed water Pump 2, Feed water Pump 3, and 02 Boiler FD Fan) from direct-on-line (DOL) starting to soft starter (VENDOR scope of supply) starting in order to save energy.

5.1.6.2. BMS & BAC POWER DISTRIBUTION CABINET

- The AC power supply for BMS & BAC POWER DISTRIBUTION CABINETS is required to be designed with two sources: 220 VAC, 60 Hz from the UPS system and 220 VAC, 60 Hz from the Normal DB supply.
- The 220V AC power supply from the UPS (via bus bar DB1) will be converted into 24 VDC and distributed into separate circuits, including:
 - BMS & BAC DC supply (DB3)
 - Interface Module supply for PLC system (DB4)
 - Flame Amplifier (DB5).
- The 220 VAC, 60 Hz power supply from the Normal DB supply (via Bus bar DB2) is used to power devices such as the Oxygen Analyzer, Burner Igniter supply, socket for Laptop Computer, Spare, etc.
- The power supply system for the control panel through bus bars (DB1 and DB2) must be designed with proper segmentation, calculation, and the use of Circuit Breakers (CB) and Main Circuit Breakers (MCB) suitable for the operating current.
- The BMS & BAC Power Distribution Cabinet is required to be integrated with the BMS & BAC PLC Cabinet, located in the BER room.

VENDOR refer to document (for more information about boundary scope of supply):

- VSP01-032-TS-ES2-SD-01-1405W00101-BMS & Bac Power Distribution Single Line Diagram
- VSP01-032-TS-ES2-SD-01-1405S09901-Engine Room Boiler MCC
- VSP01-032-TS-ES2-SD-01 Electrical Single Line Diagram

5.1.6.3. COMMON MCC PANEL

- Require the supply of a COMMON MCC PANEL to provide power for the electrical loads of the Boiler Conversion Package. The COMMON MCC panel will supply power to the newly installed pumps, other auxiliary loads of the boiler and



FD (COMMON FUEL GAS EXTRACTION FAN 1&2, COMMON CRUDE OIL EXTRACTION FAN 1&2, COMMON CRUDE OIL PUMP 1&2, etc.).

- Require the design standard for the COMMON MCC panel to be: Type 2, IEC 61439, and IP42, ...
- The following equipment is required to be installed on the COMMON MCC Panel:
 - AC POWER MONITOR LCD DISPLAY: Type Power Monitor™ 5000 by Allen Bradley or equivalent, with a standard Ethernet communication port, to monitor power, voltage, current, and phase of the power supply.
 - CIRCUIT BREAKER MOTOR OPERATOR: Type 140G-H-EOPJ by Allen Bradley or equivalent.
 - LOCAL/REMOTE Switch and indicator lights for the panel: ON, OFF, MCB CLOSED.
- Each PUMP/FAN uses a separate MCC module. The requirements for the MCC module are as follows:
 - Designed according to IEC 61439-1/2 standards.
 - Fully type tested LV switchgear from CEL using ABB components in accordance with IEC-61439-2
 - Available up to Form 4 type 7
 - Current ratings up to 6300A and fault ratings up to 100kA
 - Design verified by testing (type tested) including arc fault containment
 - High operational reliability and availability
 - Earthquake, vibration and shock-proof designs are available.
 - Maintenance free bus bar and frame construction
 - Available in fixed and fully withdrawable format
 - Compact space saving design
 - Available in ¼ and ½ fully withdrawable drawer units
 - Install Microprocessor-Based Overload Relays with data communication via DNET and Ethernet. The Overload Relay must include the following functions: TEST/RESET, Network Status, TRIP STATUS, and WARN STATUS.
 - Install an ON/OFF switch with indicator lights for the “RUNNING” and “STOPPED” statuses, and push buttons for “STOP” and “RESET.” The “STOP” push button must have a protective cover.



- Nameplate: Made of SS316, displaying information such as the name of the electrical equipment, voltage, power, speed, temperature, etc.
 - Warning label: “DANGER, ELECTRICAL HAZARD AUTHORIZED PERSONNEL ONLY,” made of plastic.
- Provide 01 Ethernet Switch for the COMMON MCC panel to read data (power, voltage, current, phase, status, etc.) from the MCC modules to the AC POWERMONITOR via the Ethernet network.
- Earthing bosses and bolts: For earthing the jointing flange.
 - Lighting: Installed inside the panel.
 - Door Limit Switch: Installed on the panel door.

VENDOR refer to document (for more information about boundary scope of supply):
VSP01-032-TS-ES2-SD-01 Electrical Single Line Diagram

5.2. TECHNICAL REQUIREMENT FOR SERVICE

5.2.1. FACTORY ACCEPTANCE TEST (FAT)

- GOODS must be subjected to F.A.T. Inspection before delivery to COMPANY. For the purpose of F.A.T. Inspection, COMPANY shall dispatch COMPANY’s Team Inspection to the FACTORY to attend the F.A.T. For the systems supplied by the VENDOR as per the Scope of Supply, the COMPANY will conduct the FAT for the CONTROL SYSTEM. Inspection. Scope of activities includes:
- HARDWARE INSPECTION
- The following visual and physical inspections shall be conducted as a minimum:
 - PLC Hardware Inspection.
 - PLC (Programmable Logic Controller) Testing
 - Validate fail-safe functions and error handling for power loss or signal failure
 - Megger test for power distribution cabinets.
 - Grounding bus for cabinets.
- SOFTWARE TESTING
- The VENDOR shall do the list to check with the information related as below but not limited:
 - PLC Program Testing BMS & BAC PLC.
 - SCADA Interface Testing



- Database: tag name, description, range, type, algorithms to be executed...
 - Graphics: check for correctness with P&ID, presentation, log...
 - Printer: for alarm, operator change, message, alarm priorities...
 - Power Supply Test
- SYSTEM OPERATION TESTING
- Startup Sequence Testing
 - Normal Operation Testing
 - Safety & Emergency Shutdown Testing
 - Verify the control logic when the Boiler operates in the following fuel modes:
 - Burning only gas fuel.
 - Burning only crude oil fuel.
 - Simultaneously burning a mixture of gas and crude oil fuel, with priority given to maximizing gas fuel consumption while minimizing crude oil fuel usage.
- During F.A.T. period, COMPANY's PERSONNEL, or any person authorized by COMPANY shall, at all reasonable times, have the right to access within FACTORY(s) and Contractor is to obtain the right to such access for the purpose of observing the Factory Pre-Commissioning test.
- Tests of NEW SYSTEM and its MATERIALS and/or EQUIPMENT may be carried out at FACTORY and in the presence of COMPANY.
- The date of commencement of F.A.T. Inspection shall be notified by Contractor to COMPANY thirty (30) DAYS prior to such event.
- The detailed Program of F.A.T. Inspection shall be submitted by Contractor not later than sixty (30) DAYS prior to the commencement of the inspection.
- During F.A.T. Inspection, COMPANY is titled to reject any MATERIALS and/or EQUIPMENT that does not comply with the SPECIFICATION.
- All related inspection and test records, reports, certificates defined in the INSPECTION AND TEST PLAN will be maintained for all activities of the project and record traceability is guaranteed and submitted by CONTRACTOR to COMPANY after completion of such inspections and tests.
- After completion of tests, Contractor shall issue the F.A.T. Inspection Certificate, signed by COMPANY and CONTRACTOR, of test result indicating that the



manufactured and tested MATERIALS and/or EQUIPMENT and/or NEW SYSTEM are in compliance with the SPECIFICATION and conditions of CONTRACT.

5.2.2. SITE INSTALLATION AND SITE ACCEPTANCE TEST

- The installation of the "Boiler Conversion Package" project will be carried out based on the following concept:
 - The VENDOR will perform the installation as per the SCOPE in section 4.1.1 “VENDOR'S SCOPE OF WORK”, Refer to: VSP01-VRU-TR-002_Appendix E Responsibilities Matrix
 - The COMPANY will perform the installation as per the SCOPE in in section 4.1.2. “COMPANY'S SCOPE OF WORK”, Refer to: VSP01-VRU-TR-002_Appendix E Responsibilities Matrix
- Pre-commissioning: The pre-commissioning of all SKIDs and control systems will be carried out by The COMPANY. The VENDOR shall provide a list of tasks to be performed.
- Commissioning: To be carried out by the VENDOR. The commissioning phase will depend on the FSO operation. The VENDOR shall prepare a plan in accordance with The COMPANY'S vessel operation schedule. The VENDOR must send highly qualified experts to carry out the commissioning. The COMPANY will cooperate and carry out the tasks according to the agreed plan.

5.2.3. PERFORMANCE VERIFICATION PERIOD AND ACCEPTANCE

- PERFORMANCE VERIFICATION PERIOD refers to the three (03) days following the date of the Hand-Over Protocol, during which the performance and operational capabilities of the newly supplied system shall be verified for compliance with the SPECIFICATION and technical requirements.
- For this purpose, the VENDOR commits, at its own expense, to dispatch personnel to FSO VSP-01 to carry out adjustments, corrections, eliminations, and rectifications of any and all inadequacies, deficiencies, or defects in the NEW SYSTEM detected during this period.
- The COMPANY shall take over the system from the VENDOR upon the successful completion of the **Site Acceptance Test**. The system shall then undergo a **Performance Test** for a continuous period of thirty (30) days. This test may be



conducted concurrently with normal plant operations.

- Any malfunctioning system components shall be replaced, repaired, or readjusted as necessary. If the system fails due to significant faults, the **availability test** shall be restarted from the beginning.
- A successful **System Performance Test** is a prerequisite for the final acceptance of the supplied system.
- **Upon completion of the PERFORMANCE VERIFICATION PERIOD, when all** work and services have been fully completed and all defects or discrepancies preventing the normal and safe operation of the supplied system have been eliminated or rectified per the **SPECIFICATION**, the **PARTIES** shall sign the **"Acceptance Protocol."**

5.3. TRAINING SERVICE

- The **VENDOR** shall organize an operation and maintenance training course for the Boiler for at least 03 days at the **VENDOR's** main **COMPANY** for at minimum 05 **VSP's** engineers.
- The training Center Should be fully equipped with necessary facilities and include a model of the Boiler control system operating on Gas/Crude Oil/DO fuel.
- Except for travel and accommodation expenses, all costs related to the training course shall be covered by the **VENDOR**.
- The **VENDOR** shall transfer training documents to **VSP's** personnel in hardcopy and electronic files.

6. **VENDOR'S CAPACITY AND EXPERIENCE**

- The **VENDOR** or Consortium of **VENDORS** shall either be a manufacturer of Boilers or possess experience in the field of Marine Boilers. Additionally, they have at least 5 years of experience in engineering, manufacturing, operating Boilers which using Crude oil, Gas, DO.
- The personnel of the **VENDOR** involved in the design/integration/PLC programming for this project must have at least 5 years of experience in Boilers which using CO, Gas, DO.

7. **VENDOR'S RESPONSIBILITIES**

- The **VENDOR** shall provide the Boiler Conversion Package service along with a



qualified and experienced team to effectively and comprehensively fulfill all work requirements, including but not limited to the Scope of Work and Scope of Service.

- The VENDOR shall ensure that the Contractor's personnel fully comply with the applicable training and safety regulations for both onshore and offshore work.
- The VENDOR guarantees that the Boiler Conversion Package service provided, including all additional and replacement components, as well as all equipment supplied by the Contractor, shall be in safe mechanical and operational condition, suitable for its intended use.
- The VENDOR shall establish an appropriate project organization, including project management, system engineers, technicians, and support services, to ensure the smooth execution of the project after contract award.
- The VENDOR shall update the project schedule and submit progress reports every two (02) weeks.
- The VENDOR is responsible for reviewing the configuration and documentation of the existing system, identifying any design errors or deficiencies, and proposing solutions to the COMPANY to ensure that the supplied system operates reliably and stably over the long term without issues.
- The VENDOR must analyze the current system to verify the compatibility of new components with existing ones, identify any incompatibilities during the bidding process, and propose suitable or improved solutions compared to those provided by the COMPANY in the bidding documents. In such cases, the VENDOR is responsible for providing information as required by the COMPANY in accordance with the "CONFLICTING REQUIREMENTS" section of this document.
- The VENDOR shall submit a project milestone schedule based on the project execution plan. This schedule shall be reviewed and agreed upon during the kick-off meeting. Any deviations from the agreed schedule must be approved by the COMPANY.
- The VENDOR shall clarify with the COMPANY any items that are not explicitly described. Any details not mentioned in this document shall be determined through approved drawings, which shall be considered part of this technical requirement document.
- The VENDOR commits to arranging, supporting, and assisting VSP representatives throughout the F.A.T. process at the VENDOR's factory, including invitation letters,



visa letters (if required), accommodation, transportation, and reception.

8. COMPANY'S RESPONSIBILITIES

- The COMPANY shall provide the VENDOR with all necessary and available documentation and information.
- The COMPANY shall review and approve the detailed fabrication drawings and wiring diagrams provided by the VENDOR before proceeding with the fabrication work. The review and approval process shall include any deviations and necessary modifications.
- The COMPANY shall provide transportation from the port/helibase, as well as accommodation and meals at FSO VSP-01 for the VENDOR's personnel during the technical survey of the existing Boiler system and throughout the project execution.
- The COMPANY shall carry out customs clearance within the territory of Vietnam and manage logistics to transport the equipment and materials for the project to FSO VSP-01 for installation.
- The COMPANY shall fully execute the tasks outlined in the "COMPANY'S SCOPE OF WORK" section of this document.

9. CONFLICTING REQUIREMENTS

- The following is the order of precedence:
 - This Technical Requirement;
 - Referenced Project Drawings
 - Project Specifications (referred to in this document);
 - Datasheets;
 - Classification Society;
 - National Legal and Statutory Requirements of Local Region Laws;
 - Reference Codes and Standards
- In case of any inconsistencies or conflicting requirements between this specification and any other document forming part of the subject Purchase order, the VENDOR shall indicate such to COMPANY and shall obtain COMPANY's written directive.
- In case the VENDOR's offer includes a SOW (Scope of Work) that differs from the requirements outlined in this document (including Technical requirements, goods, and services), detailed drawings, information, and documentation for each differing part of the offer must be provided in the bid submission.



- The differing parts of the VENDOR's offer compared to the technical requirements of this document will be clarified and accepted only when the SOW is equivalent to or better than the specified requirements.

10. DESIGN REQUIREMENTS

- The VENDOR shall complete the scope work and supplies are in clause 4 above with fulfill and satisfactory all technical requirement which has a minimum as herein.

10.1 GENERAL

- The equipment shall be designed for a useful plant life of 20 years.
- All equipment which needs periodic check/maintenance (e.g., instruments, valves, vents) must be made accessible during operation when deemed necessary by means of appropriate stairs/platforms. Equipment shall be suitable for unattended operation and shall be capable of being maintained under the specified environmental and process conditions.
- All equipment furnished under this specification shall be integrated into shop assembled skid unit which is piped, wired, tested, and pre-commissioned to facilitate field erection. The shop assembly shall include piping, valves, tubing and wiring. COMPANY wishes to minimize offshore commissioning. This will be achieved by implementing a practical combination of testing at VENDOR's works followed by testing and commissioning in the fabrication yard.
- This technical requisition package and its referenced specifications, codes and standards requirements are not intended to be exhaustive. The VENDOR is also required to provide all necessary facilities to ensure compliance with the philosophies and intents implied or stated.
- No requirement stated in this document or its referenced specifications, codes and standards shall in any way relieve VENDOR of responsibility for the design or any other aspect of their contractual obligations and liabilities. Any changes required to this document and its referenced specification, codes and standards requirements including where as a result of COMPANY error or omission, with the sole exception of base input data provided are deemed to be part of VENDOR Lump Sum Price and within the contractual schedule.
- Engineering product in the systems shall be verified, submitted and approved as acceptable for the operating ranges and services required.



- VENDOR and Sub VENDOR may also propose its standard equipment package that is fit for the purpose and meeting the following requirements:
 - The design of the "Boiler Conversion Package" must be reviewed and certified by one of the international certification organizations (ABS, DNV, BV, or LR) and must also be approved by VR.
 - Environment Impact
- However, all deviations to the standard equipment package from this specification shall be listed and submitted with the technical proposal for COMPANY's review and approval

10.2 PROCESS REQUIREMENTS

- The system design pressure is as stated in document. All controls and safety devices will be designed in accordance to API RP 14C.
- VENDOR is required to submit with their proposal, the control and safety systems for review.
- The design shall be based on process datasheets and P&ID and/or PFD. VENDOR to ensure that data supplied is sufficient and shall request from COMPANY any other additional data required.

10.3 MECHANICAL REQUIREMENTS

10.3.1 GENERAL

- All equipment skids, structures of the boiler conversion shall be designed, fabricated, inspected and tested in accordance with API, ASME, ASTM Latest Edition and this Specification.
- VENDOR shall be responsible for the adequacy check, design, stability, performance, and guarantee of the complete package.

10.3.2 PIPING, TUBING AND VALVES

- All piping and tubing shall be designed, constructed and tested in accordance with ASME B31.3.
- Corrosion allowance to be included.
- All piping requiring interconnection to COMPANY's system shall terminate at the edge of the skid with flanges in accordance with ASME B16.5. All flanges shall be raised face type with smooth finish between Ra 3.2 and 6.3.



- Piping within the skid limits shall be properly supported, neatly grouped and logically run to avoid conflict with maintenance or access areas and accidental damage. High point vents and low point drains shall be provided 316 Swagelok fittings shall be used inside and outside the enclosure.

10.3.3 MATERIALS

- The materials of construction for the equipment shall be, as specified in the data sheet and/or project specifications. For any parts or item, if materials are not specified the VENDOR shall offer his standard materials to suit the service fluids (have H₂S and CO₂ ingredient) and salt laden tropical marine environment and the operating / design conditions. VENDOR proposed material shall have been used with the equipment on similar service which has been operating satisfactorily.
- All materials shall be new and be identifiable against their certification.
- Any weld repair on pressure containing or load bearing components shall be subject to prior approval by COMPANY. This includes weld repair performed at the foundry.
- Due to the presence of H₂S, CO₂ in fuel gas, the VENDOR is required to choose materials with high corrosion resistance; duplex stainless steel is required.

10.4 ELECTRICAL REQUIREMENTS

- Electrical Systems shall be designed in accordance with the Specification for Electrical Requirement for Package Equipment (VSP01-032-TS-ES2-SP-001).
- All electrical equipment/ items located outside the safe zone shall be suitable for hazardous area Class 1 Zone 2 Gas Group IIC, Temperature Class T3, IP 56 as a minimum.
- One LV Switchboard/MCC shall be provided by VENDOR to supply power all electrical loads of Boiler Conversion Package. COMPANY will provide only one power feeder 440VAC, 3P, 3W, 60Hz to supply power to VENDOR's LV Switchboard/MCC.
- All electrical equipment and systems shall be suitable for continuous operation of 40,000 hours without any maintenance which will result in any significant loss of production or in the loss of any vital or safety capability. Any instance where this requirement will not be met shall be highlighted in VENDOR's bid.



SUPPLY	Remarks
440 VAC, 3 phases, 3 wires, 60 Hz	
220 VAC, 3 phases, 3 wires, 60 Hz	
24 VDC	

10.4.1 REQUIREMENT FOR ELECTRIC POWER DISTRIBUTION

- VENDOR to adequacy check the existing status electrical power supply for existing boiler system. If required, a Motor Control Center (MCC) for Boiler conversion of 3P-3W- 440VAC-60Hz shall be designed and provided to power for Boiler conversion package.
- LV Switchboard/MCC shall comply with:
 - VSP01-032-TS-ES2-SD-01-1405W00101-BMS & Bac Power Distribution Single Line Diagram
 - VSP01-032-TS-ES2-SD-01-1405S09901-Engine Room Boiler MCC
 - VSP01-032-TS-ES2-SD-01-1405W00102-Common Utility Power Distribution Single Line Diagram
 - VSP01-032-TS-ES2-SP-002-Specification for LV Switchboard/MCC
- VENDOR shall:
 - Calculate and verify capability of the existing generators to power simultaneously for existing FSO VSP-01 loads and new Boilers conversion loads.
 - Recommend solutions for power sources to ensure power supply.
- A UPS (AC) shall be required to provide continuous uninterrupted power mainly for the following loads:
 - Instrumentation and control & shut down system power supplies.
 - BMS&BAC PLC System
 - Auxiliary power supplies for new Boilers MCC such as for control, protection, indication ...
- The UPS (10 KVA) shall be of continuous duty, solid state, parallel redundant type with static bypass and manual maintenance bypass facilities. Backup time of batteries shall be according to standard ISO.



- All DC electrical equipment (if required) shall be supplied power via AC/DC Converters.

Note: The 10 KVA UPS will not be within the scope of supply for this package.

10.4.2 ELECTRIC MOTOR

- Electric motors shall comply with the Specification for LV Motor (VSP01-031-TS-ES2-SP-002).

10.5 INSTRUMENTATION AND CONTROL DESIGN

- All instrumentation shall comply with the requirements in Specification for Package Equipment Instrumentation (Doc. No.: VSP01-032-TS-IA2-SP-006), General Instrument Specification (Doc. No.: VSP01-032-TS-IA2-SP-003) and applicable codes, standards and regulations.
- Instruments shall be provided with explosion protection in accordance with Specification for Package Equipment Instrumentation (Doc. No.: VSP01-032-TS-IA2-SP-006) and General Instrument Specification (Doc. No.: VSP01-032-TS-IA2-SP-003).
- All automated valves shall comply with the requirements in Specification For Shutdown, Blowdown Valve And Hand Valve With Limit Switch (Doc. No.: VSP01-032-TS-IA2-SP-004), Specification For Control Valve (Doc. No.: VSP01-032-TS-IA2-SP-005) and applicable codes, standards and regulations.
- All field instruments shall be certified suitable for installation in Zone 2, Gas Group IIA, Temperature Class T3 as a minimum.
- The VENDOR shall provide a control system to monitor and control all package components, including operating parameters, first-out annunciation of alarms and shutdowns, system interlocks, and external inputs/outputs. The control system configuration shall comply with the document “VSP01-032-TS-IA2-DW-02 - Control System Architecture Diagram” provided by the COMPANY.
- All SKIDs within the scope of new supply from the VENDOR must be designed and installed in accordance with the P&ID drawings provided by the COMPANY and must receive the COMPANY's design approval before fabrication. After fabrication, they must include all necessary certifications, hydrostatic test documents, material certificates, and undergo FAT (Factory Acceptance Test).
- For SKIDs refurbished by the VENDOR with the COMPANY's approval, the design



and installation documentation must also be completed in the same manner as for new SKIDs.

- All SKIDs related to the “Boiler Conversion Package” must be designed with a “Control Panel” on each SKID, and the “Control Panel” must include the following functions:
 - Start / Stop
 - Run / Stop / Trip indications
 - Remote / Local selection switch

10.6 STRUCTURAL REQUIREMENTS

- VENDOR to study the pancake structure of the module supporting the proposed skid and use similar sections so that the webs are co-planar, and submit for review and approval of the drawings to COMPANY before fabrication.
- Due considerations shall be given to layout design within the skid to provide sufficient access for operation and maintenance of the equipment/ valves. This shall ensure good access is available without resort to scaffolding or portable ladders.
- All equipment shall be designed to withstand the environmental conditions as specified and stresses which may occur during load out, tow-out and installation.
- Fabrication of the structures to be in accordance with VSP01-032-TS-ST3-SP-001_Specification for structural steel materials. Due care to be taken during the fabrication of the skid base structure to avoid any buckling of the frame by sequential welding method. Structural welding shall be in accordance with AWS D1.1. Welding shall only be done by qualified welders. Any filler welding shall be full and continuous. Sharp corners and edges shall be rounded and ground smooth. The bottom of skid structure shall be ground flush.

10.7 EQUIPMENT AND PIPING LAYOUT

- High consideration shall be given for easy accessibility to all the items for maintenance and operational requirements when designing the layout of the motors driver and other Boilers’ skids. Access shall be provided to all equipment, instrument items and any location/ area requiring maintenance.
- All equipment and piping shall be neatly arranged on the skid to avoid any components protruding outside of the skid where possible and ensure that they do not obstruct maintenance operation.



- Piping shall be designed and fabricated in accordance with COMPANY Piping and Valve specifications.
- Routing of piping shall be based on process requirements, safety, ease of maintenance and operation. Piping shall be neatly routed along the base plate. Piping shall not obstruct operation, handling and inspection covers, bearing caps, etc.
- All drain and vent points shall be closed with an isolation valve and blind off.
- Design shall minimize the amount of assembly work required on site.
- All piping and equipment for hazardous/flammable liquids and gases on the skid shall have 100% radiographic examination of all welding.

10.8 DESIGNATION AND NAME PLATES

10.8.1 DESIGNATION

- The equipment and components are designated according to the COMPANY's systems and equipment numbering & tagging. VENDOR shall use the designated numbering if it is already specified in the P&IDs. Where it is not clearly specified, VENDOR shall follow COMPANY's Guidelines.

10.8.2 NAME PLATES

- The VENDOR shall, at a minimum, provide the following:
 - One (1) main nameplate per package/skid;
 - One (1) nameplate per equipment within the package/skid;
- Name plates shall adequately mark the components and shall indicate minimum the following:
 - Component designation (name and tag number);
 - Type and size/capacity/ratings;
 - Technical data;
 - Design data and applicable codes;
 - Manufacturer's name and address;
 - Year of manufacture;
 - 3rd party approvals

11. MATERIALS

- All materials shall be new and the selection of materials shall conform to the requirements of the purchase order, recognized national standard or codes,



statutory/regulatory authority and this specification.

- They shall be selected by the **VENDOR** according to the requirements of the system and shall be those which, based on past experience, have proven most appropriate for this particular application. The equipment bodies, tanks, pipe work, valve bodies, pressure vessels, and the like must be metallurgical suitable and/or include sufficient corrosion allowance to meet this requirement and specified design life. The **VENDOR** shall be fully responsible for all materials used in the design of the equipment.
- All materials and equipment furnished shall be new, sound, free of defects.
- Material selection waived by **COMPANY** shall not relieve the **VENDOR** from Error or Deviation from the Contract Requirements stated in Purchase Orders.
- Due to the presence of H₂S, CO₂ in fuel gas, the **VENDOR** is required to choose materials with high corrosion resistance, duplex stainless steel is required

12. REQUIREMENTS FOR OCCUPATIONAL SAFETY, INDUSTRIAL HYGIENE, AND ENVIRONMENTAL PROTECTION

- The **VENDOR** is requested to comply with the requirements of VSP, specifically according to the following documents (refer to Appendix D):
 - VSP-000-ATMT-435 Ver.6_ Waste management procedure;
 - VSP-000-ATMT-460 Ver.6_Regulations, guidelines, and tests of Vietsovpetro's Safety - Health - Environment knowledge
- The **VENDOR's** specialists assigned to execute the "Boiler Conversion Package" project at FSO-VSP01 are required to hold a valid T-BOSIET/T-FOET certificate.

13. PRESERVATION, PACKING, AND SHIPPING

13.1 PRESERVATION, PACKING, AND SHIPPING

- The **VENDOR** shall ensure that packing of equipment is suitable for long-term storage on site and shall advise of any special precautions that are necessary during this time. The **VENDOR** shall furnish recommendations for long-term preservation six (06) months at a designated site for the period prior to installation and after installation float-out for offshore installation.

13.2 PREPARATION FOR SHIPMENT AND SHIPPING

- **VENDOR** shall be responsible for the preservation, packing, and protection of the Package adequately for shipment to the job site in accordance with the requirements. All crating and boxes shall be clearly labeled on all sides with description and



equipment numbers. VENDOR shall prepare a detail-packing list by box and crate number.

- The marking must be clearly done with indelible paint and not less than 5 (five) cm high unless restricted by the size of the case. Where necessary, the Seller shall conspicuously mark on the side of the case appropriate international marks according to the different characteristics, the special marking “Top”, “Bottom”, “Handle with care”, handling places for reloading.
- For the oversized cases (more than 10m long), as well as for the case weighing 500 kg and more, or if the height of the case exceeds one meter, the center of gravity shall be clearly shown with bright indelible paint with sign (+) on the end and side faces of the cases. The packages shall be packed to ensure the safety of Goods from damages and corrosion during transportation and suitable for crane operations and handling.
- VENDOR shall be responsible for the proper protection and the timely and correct delivery of all equipment to the location specified in the purchase order.
- VENDOR shall be responsible for transportation and delivery of the entire package to designated location. VENDOR shall provide, at least 15 days’ notice to the COMPANY prior to delivery.
- All boxes and enclosures shall be vacuum packed and crated for shipment in such a manner to prevent damage. The package crating shall be completely weatherproof and adequate for indoor storage.
- All spare parts furnished by VENDOR shall be wrapped and packaged so that they will be preserved in original, as-new condition under normal conditions of storage and shall be properly tagged and coded so that later identification as to intended equipment usage will be facilitated. They shall be packaged separately, clearly marked as "Spare Parts". Packing lists shall be furnished so that the parts can be handled without uncrating if desired.

14. DELIVERY REQUIREMENTS

- All GOODS shall be delivered at VSP site, No.67, 30/4 Road, Rach Dua Ward, Ho Chi Minh City, S.R Viet Nam.
- Delivery time of GOODS, including VENDOR data review, packing/handling, shipping, transportation, delivery, time shall be as soon as possible but not later than 60 weeks after issue of Letter of Award (LOA) including packing/handling, shipping, transportation...custom clearance time.



- Installation and commissioning time offshore (on board VSP-01) shall be finished as soon as possible but not later than 10 weeks.
- Note: VENDOR has to follow Vietsovpetro's HSE policy when delivery goods to Vietsovpetro site and work at onshore/offshore site

15. DOCUMENTATION REQUIREMENTS

- The VENDOR shall complete the scope work and supplies are in clause 4 above with fulfill and satisfactory all technical requirement which has a minimum as herein.

15.1 IN THE BID PROPOSAL

- The VENDOR shall submit the following documents, as a minimum:

No.	Drawing / Document Detail
1	P & ID drawing for all systems/subsystems related to the "Boiler Conversion Package"
2	Control System Architecture Block Diagram
3	Boiler Master Control Logic
4	Burner Specifications And Datasheet
5	The VENDOR's Capability and Experience
6	Inspection and Test Plan
7	Confirmation of the required Guarantees
8	Deviations to this Specification, if any
9	Completed Technical Compliance List
10	Work/Project schedule
11	Equipment Technical Description;
12	Equipment Datasheet/Specification
13	Boiler MCC Schematic Diagram
14	Utility Consumption

- Note: These are preliminary design documents prepared for bid evaluation purposes. The vendor's detailed design documents will be developed after contract award.
- IMPORTANT: Incomplete data sheets or non-submission of the required information stated in this subsection shall be cause for rejection of the VENDOR's proposal



15.2 AS PART OF THE PROJECT DELIVERABLES

- See Appendix B: VENDOR DOCUMENT REQUIREMENTS LIST (VDRL).
- Drawings and documents shall be submitted in pdf format.
- When all Drawings / Technical Documents have been received by COMPANY, two parties shall set up and sign a Documentation Receipt Note, certifying that all Technical Drawings / Documents have been delivered to COMPANY by Contractor.

16. VENDOR DOCUMENT REQUIREMENTS LIST (VDRL)

- The VENDOR shall notify the COMPANY of the timeline for approving the project's design documents.
- The document approval shall be conducted at the VENDOR's office.
- Any changes or additions to the design during the document approval process must be fully updated by the VENDOR.
- The Hazop process shall be organized and conducted by the VENDOR simultaneously during the document approval period.
- The design documents must be approved by the COMPANY prior to proceeding with fabrication.
- The design document approval completion time is 07 days. The VENDOR shall notify the COMPANY by letter of the document approval timeline at least 15 days in advance to allow the COMPANY sufficient time for preparation.
- All costs related to document approval should be covered by the VENDOR, except for airfare and accommodation expenses.
- If the document is reviewed with CODE 'B' or 'C', the VENDOR shall be incorporated to the comment(s) and re-submit the document within 10 working days. These periods shall be taken into account when planning submissions and manufacturing activities.

Code	Description
------	-------------

- | | |
|---|---|
| A | Accepted |
| B | Accepted, proceed with work and incorporate comments and re-submit. |
| C | Not accepted. Revise and re-submit. |
| D | For Information only. |



17. CERTIFICATES REQUIREMENTS

- VENDOR shall submit the following certificates:

No	Certificate	Completed Burner Package	Main Component /Equipment /System	Other Material /Component /Equipment /System
1.	Certificate of Origin issued by Chamber of Commerce of Manufacturer's Country or Exporter Country	Original	Original	Original or Certified Copy
2.	Certification of Quality and Quantity issued by Manufacturer	Original	Original	Original or Certified Copy
3.	Ingress Protection and Explosion Protection certificate for E&I equipment issued by Third Party (where applicable)	-	Original or Certified Copy	Original or Certified Copy
4.	Certificate of Material issued by Manufacturer as per Specifications	Original or Certified Copy		
	Type Test Report / Certificate issued by Third Party for E&I Cable	-	Certified Copy	Certified Copy
5	Full range Calibration or Test report for E&I Equipment	-	-	Original or Certified Copy
6	Inspection, Testing issued by Third Party lifting equipment such as spreader bar, slings, shackles etc.	-	-	Original or Certified Copy
7	FAT Report/Certificate issued by Manufacturer	-	Original or Certified Copy	-
8	Completed package FAT certificate (including function test, performance test, load test, lifting test) which witnessed by Third Party such as VR or International Association of Classification Societies (IACS) which authorized by VR.	Original		
9	Completed package FAT certificate (including function test, performance test, load test, lifting test) which witnessed by Third Party such as VR or International Association of Classification Societies (IACS) which authorized by VR.	Original		
10	Warranty certificate	Original		

Note: Completed package SAT report and certificate shall be issued by Manufacturer/Integrator after offshore commissioning and start-up successfully



18. METHODS FOR EVALUATION OF TECHNICAL PROPOSALS

- The technical bid documentation will be evaluated based on the Technical Evaluation Criteria Table / Technical Bid Scoring Table attached.

19. APPENDICES

- **Technical Document (A)**
 - Appendix A2: Basic design document
 - Appendix A3: Fuel specification
 - Appendix A4: Data of the existing Boiler system
- **Documentation (B)**
 - Appendix B: Required VENDOR Document Register List
- **Documentation (C)**
 - Appendix C: Boiler Conversion Package procurement schedule
- **Documentation (D)**
 - Appendix D: VSP's HSE documents
- **Documentation (E)**
 - Appendix E: Responsibilities Matrix
- All attachments are contained on the CD or link for download:
https://drive.google.com/file/d/17UNtHLR0jk7yHzUQmm_iojvxaBdXarTc/view?usp=drive_link



- All attachments are contained on the CD or link for download:

https://drive.google.com/file/d/17UNtHLR0jk7yHzUQmm_iojvxaBdXarTc/view?usp=drive_link



GAS RECOVERY ON FSO-01 PROJECT
TECHNICAL REQUIREMENT FOR BOILER CONVERSION PACKAGE

APPENDIX E - RESPONSIBILITIES MATRIX



GAS RECOVERY ON FSO-01 PROJECT
TECHNICAL REQUIREMENT FOR BOILER CONVERSION PACKAGE
APPENDIX E - RESPONSIBILITIES MATRIX

Items	DESCRIPTION	VENDOR	COMPANY	REMARKS
I	Management and Administration			
1.	Detail Project Management	✓	(✓)	Relevant to its scope of services
2.	Joint in HAZOP meeting	(✓)	✓	Relevant to its scope of services
3.	The design of the "Boiler Conversion" must be reviewed and certified by one of the international certification organizations (ABS, DNV, BV, or LR) under the authorization of VR.	✓		
II	ENGINEERING SCOPE			
1.	Detailed Engineering	✓		COMPANY to review detailed engineering for relevant installation purposes.
2.	Documentation	✓	(✓)	Final As-built documents published by VENDOR
III	PROCUREMENT AND MATERIALS			
1.	Major equipment, skids, loose items, MCC, UCP, etc...	✓		Relevant to its scope of supply in TR
2.	All of the consumable materials for onsite fabrication/installation		✓	Relevant to its scope of services
3.	All of the consumable materials for contractor's equipment	✓		Relevant to its scope of services
IV	LOGISTIC			



GAS RECOVERY ON FSO-01 PROJECT
TECHNICAL REQUIREMENT FOR BOILER CONVERSION PACKAGE
APPENDIX E - RESPONSIBILITIES MATRIX

1.	Transit equipment/personnel from Vung Tau to Worksite (if any)		✓	Equipment / Skids supply by VENDOR
2.	Transit equipment to Vung Tau	✓		Equipment / Skids supply by VENDOR
3.	Custom clearance in and out of Viet Nam (Contractor's equipment, material, and personnel)	✓		
4.	Offshore Accommodation and Catering for Contractor's personnel as required.		✓	For working in the field (on FSO VSP-01)
V	FABRICATION & INSTALLATION			
1.	Installation of interconnection items		✓	VENDOR supplies major equipment, loose items, materials, and skids
2.	Modify the existing boiler opening to fit the new Burners	✓		
3.	Install New Burners	✓		
4.	Pulling power cables, installing motor starters, MCC		✓	
VI	SITE INSTALLATION AND SITE ACCEPTANCE TEST			
1.	Installation as per defined scope	✓	✓	Relevant to its scope of supply in TR
2.	Pre-Commissioning of SKIDs & Control Systems	(✓)	✓	COMPANY performs commissioning under VENDOR'S SUPERVISION
3.	Commissioning execution	(✓)	✓	COMPANY performs commissioning under VENDOR'S SUPERVISION
4.	Coordination of commissioning plan with FSO operation schedule	✓	✓	VENDOR plans, COMPANY coordinates
5.	Deployment of qualified commissioning experts	✓	(✓)	VENDOR ensures expert availability



GAS RECOVERY ON FSO-01 PROJECT
TECHNICAL REQUIREMENT FOR BOILER CONVERSION PACKAGE
APPENDIX E - RESPONSIBILITES MATRIX

VII	PERFORMANCE VERIFICATION PERIOD AND ACCEPTANCE			
1.	Factory Acceptance Test (FAT)	✓		VENDOR performs the acceptance test, COMPANY supervises & verifies
2.	Site Acceptance Test (SAT)	(✓)	✓	COMPANY performs the acceptance test, VENDOR supervises & verifies
3.	System Performance Test (SPT)	(✓)	✓	COMPANY conducts the performance test, VENDOR provides troubleshooting support
VIII	SURVEY			
1.	Site survey (if any)	✓	(✓)	

Notes:

- 1) This Appendix shall be read in conjunction with Scope of Work.
- 2) Definitions:
 - N/A : Not applicable
 - ✓ : Main responsibilities
 - (✓) : Support



**TECHNICAL EVALUATION CRITERIA
FOR BOILER CONVERSION FSO VSP-01**

STAGE 1: MANDATORY REQUIREMENTS

Technical proposal shall be passed Step 1 if it meets ALL the prerequisites as below:

No	Description	Evaluation		Proposal's Vendor
		Qualified	Unqualified	
I	EVALUATION FOR PREREQUISITE CRITERIA OF THE PROPOSAL OF BIDS INCLUDE:			
1	THE VENDOR'S/VENDOR'S TECHNICAL CAPACITY			
1.1	- The Vendor has a workshop (mechanical, electrical, automation) response for service of boiler conversion (If the workshop, and equipment are leased, the Vendor must have the original contract or joint venture agreement) at the place of service	X		
1.2	- The Vendor does not a workshop (mechanical, electrical, automation) response for service of boiler conversion at the place of service			
2	THE VENDOR'S/VENDOR'S EXPERIENCE			
2.1	- The VENDOR or Consortium of VENDORS must either be a manufacturer of Boilers or possess experience in the field of Marine Boilers. Additionally, they have at least 5 years of experience in engineering, manufacturing, operating Boilers which using Crude oil, Gas, DO.	X		
	- The personnel of the VENDOR involved in the design/integration/PLC programming for this project must have at least 5 years of experience in Boilers which using CO, Gas, DO.			



2.2	- The VENDOR or Consortium of VENDORS has no experience in the field of Marine Boilers. Additionally, they have not at least 5 years of experience in engineering, manufacturing, operating Boilers which using Crude oil, Gas, DO.		X	
	- The personnel of the VENDOR has not involved in the design/integration/PLC programming and have not at least 5 years of experience in Boilers which using CO, Gas, DO.			
3	THE VENDOR GUARANTEES THE PERFORMANCE OF THE BOILER AFTER THE BOILER CONVERSION.			
3.1	The VENDOR guarantees the performance of the Boiler in accordance with Section 5.1.2 of the Technical Requirement (TR).	X		
3.2	The VENDOR does not guarantee the performance of the Boiler in accordance with Section 5.1.2 of the Technical Requirement (TR).		X	



STAGE 2: SCORED TECHNICAL EVALUATION

Step 2 shall be evaluated in case of the Technical proposal passed the prerequisites in the Step 1. Detailed scores of Technical evaluation for Step 2 are described as table below:

No	Description	Level 1	Level 2	Level 3	Level 4	Level 5	Vendor's point					Evaluation (%)	Proposal's Vendor	Evaluation Information
							Level 1	Level 2	Level 3	Level 4	Level 5			
		(Point)	(%)	(%)	(%)	(%)	(Point)	(%)	(%)	(%)	(%)			
1	GENERAL REQUIREMENTS FOR SERVICE	10	100%				10,00							
1.1	GENERAL REQUIREMENTS		30%					30%				100%		
	Satisfy the requirement			100%					100%					
	Satisfy the Technical requirement, with minor deviations			50-90%					50-90%					
	Not Satisfy the Technical Requirements			0%					0.0%					
1.2	YEAR OF PRODUCTION		50%					50%				100%		
	Satisfy the requirement			100%					100%					
	Satisfy the Technical requirement, with minor deviations			50-90%					50-90%					
	Not Satisfy the Technical Requirements			0%					0%					
1.3	GUARANTEES		20%					20%				100%		
	Satisfy the requirement			100%					100%					
	Satisfy the Technical requirement, with minor deviations			50-90%					50-90%					
	Not Satisfy the Technical Requirements			0%					0%					
2	SCOPE OF WORK AND SUPPLY	10	100%				10,00							
2.1	VENDOR’S SCOPE OF WORK		50%					50%				100%		
	Satisfy the requirement			100%					100%					
	Satisfy the Technical requirement, with minor deviations			50-90%					50-90%					
	Not Satisfy the Technical Requirements			0%					0%					
2.2	VENDOR’S SCOPE OF SUPPLY		50%					50%				100%		
	Satisfy the requirement			100%					100%					
	Satisfy the Technical requirement, with minor deviations			50-90%					50-90%					
	Not Satisfy the Technical Requirements			0%					0%					
3	TECHNICAL REQUIREMENTS	40	100%				40,00							
3.1	TECHNICAL REQUIREMENTS FOR BOILER CONVERSION		50%					50%						
3.1.1	FIRING STUDY FOR BOILER WITH GAS, DO AND CRUDE OIL			10%					20%			100%		

STAGE 2: SCORED TECHNICAL EVALUATION
Step 2 shall be evaluated in case of the Technical proposal passed the prerequisites in the Step 1. Detailed scores of Technical evaluation for Step 2 are described as table below:

No	Description	Level 1	Level 2	Level 3	Level 4	Level 5	Vendor's point					Evaluation (%)	Proposal's Vendor	Evaluation Information
							Level 1	Level 2	Level 3	Level 4	Level 5			
		(Point)	(%)	(%)	(%)	(%)	(Point)	(%)	(%)	(%)	(%)			
	Satisfy the requirement				100%					100%				
	Satisfy the Technical requirement, with minor deviations				50-90%					50-90%				
	Not Satisfy the Technical Requirements				0%					0%				
3.1.2	COMBUSSION SYSTEM			40%					40%					
3.1.2.1	GAS SUPPLY SKID				8%					8%		100%		
	Satisfy the requirement					100%					100%			
	Satisfy the Technical requirement, with minor deviations					50-90%					50-90%			
	Not Satisfy the Technical Requirements					0%					0%			
3.1.2.2	GAS VALVE ENCLOSURE (GVE)				8%					8%		100%		
	Satisfy the requirement					100%					100%			
	Satisfy the Technical requirement, with minor deviations					50-90%					50-90%			
	Not Satisfy the Technical Requirements					0%					0%			
3.1.2.3	CRUDE OIL PUMP STATION				8%					8%		100%		
	Satisfy the requirement					100%					100%			
	Satisfy the Technical requirement, with minor deviations					50-90%					50-90%			
	Not Satisfy the Technical Requirements					0%					0%			
3.1.3.4	CRUDE OIL HEATER SKID				8%					8%		100%		
	Satisfy the requirement					100%					100%			
	Satisfy the Technical requirement, with minor deviations					50-90%					50-90%			
	Not Satisfy the Technical Requirements					0%					0%			
3.1.2.5	DO PUMPING STATION				7%					7%		100%		
	Satisfy the requirement					100%					100%			
	Satisfy the Technical requirement, with minor deviations					50-90%					50-90%			
	Not Satisfy the Technical Requirements					0%					0%			
3.1.2.6	OIL VALVE ENCLOSURE (OVE)				8%					8%		100%		
	Satisfy the requirement					100%					100%			

STAGE 2: SCORED TECHNICAL EVALUATION
Step 2 shall be evaluated in case of the Technical proposal passed the prerequisites in the Step 1. Detailed scores of Technical evaluation for Step 2 are described as table below:

No	Description	Level 1	Level 2	Level 3	Level 4	Level 5	Vendor's point					Evaluation (%)	Proposal's Vendor	Evaluation Information
							Level 1	Level 2	Level 3	Level 4	Level 5			
		(Point)	(%)	(%)	(%)	(%)	(Point)	(%)	(%)	(%)	(%)			
	Satisfy the Technical requirement, with minor deviations					50-90%					50-90%			
	Not Satisfy the Technical Requirements					0%					0%			
3.1.2.7	AUTOMISING MEDIA SKID				5%					5%		100%		
	Satisfy the requirement					100%					100%			
	Satisfy the Technical requirement, with minor deviations					50-90%					50-90%			
	Not Satisfy the Technical Requirements					0%					0%			
3.1.2.8	NITROGEN RACK				2%					2%		100%		
	Satisfy the requirement					100%					100%			
	Satisfy the Technical requirement, with minor deviations					50-90%					50-90%			
	Not Satisfy the Technical Requirements					0%					0%			
3.1.2.9	CO2 SUPPLY RACK				2%					2%		100%		
	Satisfy the requirement					100%					100%			
	Satisfy the Technical requirement, with minor deviations					50-90%					50-90%			
	Not Satisfy the Technical Requirements					0%					0%			
3.1.2.10	GAS VENTILATION SYSTEM				8%					8%		100%		
	Satisfy the requirement					100%					100%			
	Satisfy the Technical requirement, with minor deviations					50-90%					50-90%			
	Not Satisfy the Technical Requirements					0%					0%			
3.1.2.11	CRUDE OIL VENTILATION SYSTEM				8%					8%		100%		
	Satisfy the requirement					100%					100%			
	Satisfy the Technical requirement, with minor deviations					50-90%					50-90%			
	Not Satisfy the Technical Requirements					0%					0%			
3.1.3.12	BURNER				20%					20%		100%		
	Satisfy the requirement					100%					100%			
	Satisfy the Technical requirement, with minor deviations					50-90%					50-90%			
	Not Satisfy the Technical Requirements					0%					0%			
3.1.2.13	COMBUSION AIR FUEL GAS SYSTEM				8%					8%		100%		

STAGE 2: SCORED TECHNICAL EVALUATION

Step 2 shall be evaluated in case of the Technical proposal passed the prerequisites in the Step 1. Detailed scores of Technical evaluation for Step 2 are described as table below:

No	Description	Level 1	Level 2	Level 3	Level 4	Level 5	Vendor's point					Evaluation (%)	Proposal's Vendor	Evaluation Information
							Level 1	Level 2	Level 3	Level 4	Level 5			
		(Point)	(%)	(%)	(%)	(%)	(Point)	(%)	(%)	(%)	(%)			
	Not Satisfy the Technical Requirements			0%					0%					
7	DOCUMENTATION REQUIREMENTS	5	100%				5,00	100%				100%		
	Satisfy the requirement			100%					100%					
	Satisfy the Technical requirement, with minor deviations			50-90%					50-90%					
	Not Satisfy the Technical Requirements			0%					0%					
8	VENDOR DOCUMENT REQUIMENTS LIST (VDRL)	5	100%				5,00	100%				100%		
	Satisfy the requirement			100%					100%					
	Satisfy the Technical requirement, with minor deviations			50-90%					50-90%					
	Not Satisfy the Technical Requirements			0%					0%					

STAGE 2: SCORED TECHNICAL EVALUATION

Step 2 shall be evaluated in case of the Technical proposal passed the prerequisites in the Step 1. Detailed scores of Technical evaluation for Step 2 are described as table below:

No	Description	Level 1	Level 2	Level 3	Level 4	Level 5	Vendor's point					Evaluation (%)	Proposal's Vendor	Evaluation Information
							Level 1	Level 2	Level 3	Level 4	Level 5			
		(Point)	(%)	(%)	(%)	(%)	(Point)	(%)	(%)	(%)	(%)			
9	CERTIFICATES REQUIREMENTS	5	100%				5,00	100%				100%		
	Satisfy the requirement			100%					100%					
	Satisfy the Technical requirement, with minor deviations			50-90%					50-90%					
	Not Satisfy the Technical Requirements			0%					0%					
Total Score		100					100,00							

Note:
- Each item is evaluated in range of 0-100% of maximum score depend on degree of complying the requirements. Each minor deviation will result in a 10% deduction.

Passed conditions: all of the below conditions
- Passed in Step 1.
- Score of each item is equal or higher than 60% of the maximum score.
- Total score is equal or higher than 80 points.

Disqualified conditions: all of the below conditions
- Disqualified in Step 1
- Any score of item is less than 60% of maximum score
- Total score is less than 80 points.