

INVITATION TO BID

Bidding package No.

VT-310/26-KT-NTTH

Title of bidding package:

**Provision of Downhole Pressure
and Temperature Monitoring
System, Block 09-1**

Name of the project:

**Provision of Downhole Pressure
and Temperature Monitoring
System, Block 09-1**

Issued on:

Issued including Decision:

2665/26-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 forms

Part 2. TECHNICAL REQUIREMENTS

Chapter V. Technical requirements

Part 3. CONDITIONS OF CONTRACT AND CONTRACT FORMS

Part 4. APPENDICES



BRIEF DESCRIPTION

Part 1. BIDDING PROCEDURES

Chapter I. Instructions to bidders

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

Chapter II. Bidding data sheet

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

Chapter III. Bid Evaluation criteria

This Chapter includes criteria for evaluation of Bid Proposal.

Chapter IV. Bidding forms

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

Part 2. TECHNICAL REQUIREMENTS

Chapter V. Technical Requirements

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

Part 3. TERMS AND CONDITIONS OF CONTRACT AND CONTRACT FORMS

Chapter VI. General Conditions of Contract

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

Chapter VII. Particular Conditions of Contract

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

Chapter VIII. Contract forms

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

Part 4. APPENDICES

- Attachment 01: Scope of Supply
- Attachment 02: Technical requirements
- Attachment 03: Technical evaluation criteria
- Other technical documents ... with link for reference (if any).



ABBREVIATION

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



Part 1. BIDDING PROCEDURES

Chapter I. INSTRUCTIONS TO BIDDERS

1. Scope of bid	1.1. Employer as specified in the Bid Data Sheet (BDS) issues this Invitation to Bid for selection of Bidder to implement bidding package for procurement of goods following single-stage one-envelope procedure. 1.2. Title of the bidding package; number, quantity of parts (in case bidding package is divided into many independent parts) belongs to bidding package as specified in BDS.
2. Explanation of terms used in bidding	2.1. The Deadline for bid submission is the deadline for submission bids and is specified in the Invitation to Bid. 2.2. Day refers to Gregorian calendar day, including weekends, holidays, and Tet holidays according to the provisions of labor law. 2.3. Time and day, month on the national bidding network shall be defined time and day, month published the national bidding network (GMT+7).
3. Source of funds	Source of funding (or method of capital arrangement) for bidding package as specified in BDS .
4. Prohibited acts in bidding	4.1. Offering, giving, receiving or taking a bribe. 4.2. Abusing positions or entrusted power to influence or illegally intervene in bidding process in any form. 4.3. Collusive practice, including: a) Reaching, with or without undue influence, an arrangement or agreement which is designed to let one or more parties to prepare bids for all bidders or to withdraw submitted bids so that one of them will win the bid; b) Reaching an arrangement or agreement on refusal to supply goods or services, or subcontract, or reaching other agreements to limit competition so that one party will win the bid; c) A bidder or investor with appropriate qualifications and experience has submitted a bid and meets the requirements laid down in the Invitation to Bid but deliberately refuses to provide additional documents proving their capacity and experience at the Vietsovetro'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 the Vietsovpetro or employer or takes charge of performing tasks of the Vietsovpetro or employer of that package or investment project, violating against the regulations stated in Point 5 ITB; b) A person or entity concurrently engages in the preparation and appraisal of Invitation to Bid, or RFP of the same package or investment project; c) A person or entity concurrently engages in the evaluation of bids or proposals and the appraisal of the contractor selection result of the same package or investment project; d) A person who is working for the Vietsovpetro/employer directly engages in the contractor selection, or acts as a member of the expert team or appraising team in charge of appraising the contractor selection result, or is a competent person or head of the Vietsovpetro/employer, for a package or investment project for which his/her family relative, as defined in the Law on enterprises, directly submits a bid or acts as the legal representative of a bidder; 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 the Vietsovpetro or employer for which he/she worked and held the executive or managerial position within 12 months from the date of his/her resignation therefrom; g) A supervision consultant also acts as the inspection consultant of the same package; 4.7. Unauthorized disclosure of the following information and documents on the contractor/investor selection: a) Contents of bidding documents before they are issued as prescribed; b) Contents of Bids, notebooks, minutes of bid evaluation meetings, comments and evaluations for each Bids before publishing contractor selection result; c) Content of request for clarification of Bid proposals of the Vietsovpetro and responses of bidders during the evaluation process of Bid proposals before publishing the bidder selection result;
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	d) Report of the Vietsovpetro, report of the Expert Group, appraisal report, report of consulting bidder, report of relevant professional authorized organization during the bidder selection process before publishing the bidder selection result; e) The bidder selection result before being published according to regulation as prescribed. 4.8. Illegal transfer of awarded contract: The contractor transfers to other contractor(s) a workload of task of the package worth more than 10% of package value; or worth less than 10% of package value but more than 02 million USD (after deducting the workload of the subcontractor's responsibility as declared in the contract), calculated on the signed Contract price.
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 of establishment and operation issued by the competent authority of the country where the bidder is operating; b) It must keep independent accounting records; c) It is not undergoing dissolution process or subject to revocation of enterprise registration certificate, cooperative/cooperative union/ artel registration certificate; is not facing insolvency as prescribed by the law on bankruptcy; d) It must ensure competitiveness in bidding as prescribed in Point BDS; e) It is not being prohibited from participating in bidding; f) It is not liable to criminal prosecution; g) It is not the state of temporary suspension, termination of participation in national bidding network. h) It's name is registered on National bidding network before the grant of approval for contractor selection result as prescribed in BDS.
6. Contents of Invitation to Bid	6.1. The Invitation to Bid consists of Parts 1, 2, 3, 4 accompanied with documents of Bid Proposal amendment as specified in ITB 7 (if any) including as follows: 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 the 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 or amendment of Invitation to Bid as prescribed in ITB



	7 if these documents are not provided by Vietsovpetro. In case of any contradiction, documents issued by Vietsovpetro shall prevail. 6.3. The bidder shall examine all instructions, forms, supply requirements and other requirements in the Invitation to Bid for preparation Bid Proposal including all information or documentation as required by the Invitation to Bid.
7. Clarification and 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 submission of bid proposal by issuing the written documentation for amendment in accordance with the methods as prescribed in BDS. To give bidders reasonable time in preparing their bid proposal, Vietsovpetro may, at its discretion, extend the deadline for the submission of bid proposals. 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 contractors who have received the Invitation to Bid and post it on the System. The discussion shall be formally recorded as minutes of clarification which shall be sent to all bidders who have bought or acquired Invitation to Bid from Vietsovpetro. 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 preparation and submission of its Bid Proposal. Vietsovpetro shall not be liable for those cost under any circumstances.
9. Language of Bid Proposal	The bid proposal, as well as all correspondence and documents relating to the bid proposal exchanged by the bidder and Vietsovpetro, shall be written in English. Any supporting documents in bid proposal can be written in other languages and concurrently attached with translation in English. In case of no translation, if necessary, Vietsovpetro may ask bidder for supplementation of documents.
10. Documents comprising the Bid Proposal	The Bid Proposal shall comprise 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 adequacy of goods and related services, in accordance with ITB 15; 10.8. Price proposals and price schedules with full information, in accordance with ITB 11, 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. 12.2. Technical alternatives are only considered when main solution meets requirements and bidder is ranked first. In this case, bidder shall provide all information necessary for evaluation of the alternatives by Vietsovpetro, including: notes, drawings, technical specifications, progress of supply, costs and other relevant information. The evaluation of technical alternatives in accordance with Section 5, Chapter III.
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). 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 goods”, “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 as prescribed in BDS. 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 <i>VND/ USD/ EUR</i>. Cost incurred inside Vietnam shall be offered in VND. Cost incurred outside Vietnam shall be offered in <i>VND/ USD/ EUR</i>. Bidders have to offer by only one currency for a specific work. In case bidding price is offered in foreign currency, bidder has to prove that the respective work has been using foreign currency. 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 Goods and related services	15.1. To establish the eligibility of the goods and related services in accordance with Invitation to Bid, the bidder shall furnish as part of its Bid Proposal the documentary evidence that the goods conform to the technical specifications and standards specified in Chapter V. 15.2. The term "Goods" is construed including but not limited to machinery, equipment, raw materials, fuel, materials, supplies,



	accessories; consumables; medical supplies used for medical establishment. 15.3. The term “origin” shall mean as country or territory where produces whole goods or implements final basic processing in case many countries or territories take part in production process of those goods. 15.4. The term “Related Services” including but not limited to the Services such as: warranty, maintenance, overhaul, repair, supply of spare parts or supply of other after sales services like training, technology transfer, ... 15.5. The documentary evidence responsiveness of the goods and related services may be in the form of documents, drawings, data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the goods and related services, demonstrating substantial responsiveness of the goods and related services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Chapter V. 15.6. The bidder shall also provide a list giving full particulars, current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during the period specified in the BDS following commencement of the use of the goods. 15.7. Standards for manufacturing, production process of material and equipment, as well as references to brand names or catalogue numbers specified by Vietsovpetro in the Chapter V, are intended to be descriptive only and not restrictive to bidder. The bidder may offer other standards of quality, brand names, catalogue numbers, provided that it demonstrates, to Vietsovpetro’s satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Chapter V.
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 capacity and experiences for performance of contract as specified in Chapter III – Bid Proposal evaluation criteria. The bidder shall prepare original documents for verification with information stated in bidder’s Bid proposal if Vietsovpetro requires. 16.2. The documentary evidence of the bidder’s capacity to perform the contract if its bid proposal is awarded as specified in BDS.
17. Period of validity of Bid Proposal	17.1. Bid Proposal shall remain valid not shorter than the period specified in the BDS. 17.2. In exceptional circumstances, prior to the expiration of the bid proposal’s validity period, Vietsovpetro may request bidders to extend the period of validity of their Bid Proposal. The Bid Bond as also requested shall be extended for 30 days beyond the deadline of the extended validity period. If a bidder refuses to extend its Bid Proposal validity as required, the Bid Proposal shall not be further considered and the Bid Bond shall be returned to bidder. The bidder have accepted Vietsovpetro’s extension request shall not be permitted to modify any contents of its Bid Proposal. The extension request and acceptance or non-acceptance shall be in writing.



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: i) a form unconditional guarantee issued by a bank or financial institution which is legally operating in Vietnam or foreign bank branches established under Vietnamese law; ii) submit a certificate of insurance guarantee issued by a domestic non-life insurance enterprise, or branch of a foreign non-life insurance enterprise established under the Vietnamese law; iii) pay a deposit or bank transfer to VSP's account as specified in BDS 18.2. In case the validity of Bid proposal is extended as specified in ITB 17.2, the Bid bond's validity shall be accordingly extended. In case of consortium bidder, all partners of consortium shall implement the same form of Bid bond. 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 point b ITB 18.5, then Bid bond of all Consortium partners shall not be returned. b) All partners of the Consortium shall nominate one partner to arrange a single Bid Bond for itself and all other partners in the Consortium. In this case, the Bid Bond shall be in the name of the Consortium or the name of the partner who arranges the Bid Bond for the entire Consortium provided that the total amount is not less than the required amount in BDS of ITB 18.2. If any Consortium partner is in breach of the rules resulting in without return of the Bid Bond in accordance with ITB 18.5, the Bid Bond shall not be returned. 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
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	the contractor. 18.4. Unsuccessful bidder shall be returned or released the Bid Bond in the maximum duration specified in the BDS since the date for notification of result of selecting bidder. For successful bidder, the Bid Bond shall be returned or released after the bidder furnishes the contract performance guarantee. 18.5. The Bid Bond shall not be returned in one of following cases: a) After the deadline for submission of bids and during the validity period of the bid, the bidder withdraws their Bid proposals or gives a written refusal to perform one or some tasks proposed in their Bid proposals in accordance with the requirements laid down in the Invitation to Bid; b) The bidder performs any of the prohibited acts specified in Point 4 ITB or commits violations of the bidding law resulting in bid cancellation as prescribed in Point 32 ITB; c) The successful bidder fails to furnish the required performance security as prescribed Point 37 ITB; The first ranked bidder is invited to negotiate the Contract. Within seven (07) days from the date of receipt of the invitation to negotiate the Contract from Vietsovpetro, the bidder does not come to negotiate or refuses to negotiate the Contract or offers conditions different from the content in the Bid Proposals or withdrawing commitments in the Bid Proposals resulting to unsuccessful Contract negotiations, the Bid bond shall be not returned to bidder, except in cases of force majeure; d) The bidder fails or refuses to complete the Contract within twenty (20) days from the date of receipt of notification of Bid award from Vietsovpetro, except in cases of force majeure; e) The bidder refuses to sign the Contract within ten (10) days from the date of completion of the Contract, except in cases of force majeure. 18.6. In case the Invitation to Bid is divided into independent parts, bidder may submit the bid bond in either of the two ways as follows: a) A bid bond for all parts that bidder participate in the bidding (the value of bid bond will be equal to the total values of the parts that bidder takes part in). Where the value of bid bond submitted by the bidder is less than the total of values, Vietsovpetro is entitled to decide the application of such bid bond to the parts that bidder takes part in; b) Separated bid bonds for each part that bidder takes part in the bidding. Where the bidder's breach results in a failure to refund the bid bond as stipulated in section ITB 18.5, the failure to refund the value of bid bond shall be calculated on the part violated by the bidder.
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 submission of bid specified in the BDS. Vietsovpetro receive Bid Proposal of all bidders before deadline for submission of bid, including even if bidder has not bought or received the Invitation to Bid from Vietsovpetro. In such case, the bidder shall pay an amount equal to the selling price of the Invitation to Bid to Vietsovpetro account prior to the Bid Proposal is received and before the deadline for bid submission.
20. Submission, withdrawal, substitution and amendment of Bid Proposal	20.1. The bidder shall prepare Bid Proposal comprising: one original as specified in ITB 10 and some copies with amount mentioned in the BDS. The cover of dossier shall be marked clearly “ORIGINAL OF BID PROPOSAL”, “COPY OF BID PROPOSAL”. 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 envelop, the outside must clearly state "PROPOSED ALTERNATIVE TECHNICAL OPTION". 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: a) bear the name and address of the bidder; b) be addressed to Vietsovpetro in accordance with BDS; c) bear title of bidding package in accordance with ITB 1.2; d) bear a warning “not to open before the time and date for bid opening”. 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: a) Being prepared by the Bidders and being submitted to the Vietsovpetro in accordance with ITB 20, the dossier containing the notification must be clearly stated "AMENDMENT OF BID PROPOSAL" or "SUBSTITUTION OF BID PROPOSAL" or "WITHDRAWAL OF BID PROPOSAL "; b) Being received by Vietsovpetro before the Deadline for bid submission as stipulated in ITB 19. 20.11. The Bid Proposals which the bidder requests to withdraw in accordance with ITB 20.10 shall be returned unopened to the bidder.
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	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: a) Examine the seals; b) Open original of Bid Proposal, amendment of Bid Proposal (if any) and read out clearly at least the following information: name of bidder, quantity of originals and copies, bidding price in letter of bid, bidding price in summarized price list, discount (if any), validity of Bid Proposal, date of contract performance, value, validity of Bid Bond and other necessary information. In case bidding package is divided into many independent parts, then



	bidding prices and discount for each part shall be read out. Only discount read out in bid opening shall be further considered and evaluated; c) Representatives of Vietsovpetro shall countersign in original of letter of bid, Bid Bond, summarized price list, letter of attorney of bidder's legal representative (if any), letter of discount (if any), Consortium agreement (if any). Vietsovpetro shall not reject any Bid Proposal at the bid opening, except for late submission Bid Proposals as specified in ITB 20. 21.4. Vietsovpetro shall prepare a record of the bid opening that shall include information specified in ITB 21.3. The record shall be signed by representatives of Vietsovpetro and bidders attending bid opening. The omission of a bidder's signature on the record shall not invalidate the contents and effect of the record. The record shall be distributed to all bidders attending the bid.
22. Confidentiality	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 comparing documents, bidder is not allowed to contact with Vietsovpetro for issues related to bidder's Bid Proposal and other relevant issues of bidding package during the time from bid opening until the result of tendered selection is published.
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 BDS. The Procuring entity shall receive, consider and evaluate the bidder's additional and clarifying documents, which shall be considered as part of the Bid Proposal. 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 conditions and omissions	During the evaluation of bid proposal, the following definitions apply: 24.1. "Deviation" is a difference from the requirements specified in the Invitation to Bid; 24.2. "Imposing Conditions" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Invitation to Bid; 24.3. "Omission" is the Bidder's failure to submit part or all of the information or documentation 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 deviations, conditions, or omissions. A material deviation, reservation, or omission is one that: a) If accepted, would affect in any substantial way the scope, quality, or performance of the goods and related services; limit in any substantial way, inconsistent with the Invitation to Bid, Vietsovpetro's rights or the bidder's obligations under the contract; 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 complied without any material deviation or reservation, or omission. 25.4. If the Bid Proposal is not substantially responsive to the requirements of Bidding Document, it shall be rejected; not being allowed to deviations, reservation conditions or omission of basic content in such Bid Proposal with the purpose of making Bid Proposal to be met substantially responsive to the requirements of Bidding Document.



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 inappropriate points or nonmaterial mistake in the bid related to documentation requirements. The request for provision of information and documentation to rectify such mistakes shall not be related to any aspect of the bidding price. Failure of the bidder to comply with the request may result in the rejection of its Bid Proposal. 26.3. Provided that a bid proposal is substantially responsive, Vietsovpetro shall rectify quantifiable nonmaterial mistakes related to the bidding price; the bidding price shall be adjusted to reflect the price of a missing or non-conforming item or component; this adjustment is for comparison purposes only.
27. Sub-contractor	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 taks other than the tasks listed in the Bid Proposal that using a sub-contractor with a value of 10% or higher (after deducting the work part of the sub-contractor's responsibility) calculated on the contract price signed, as an act of "bid transfer".
28. Bid preferences in the selection of bidder	28.1. Rules of bid preferences: Bidders shall be granted preferential treatment when supplying goods of which costs for domestic production occupy 25% or higher. 28.2. Bid preferences are applied during evaluation process for comparing and rating Bid Proposal: Goods are eligible for bid preferences provided that bidders prove that domestic production costs account for above 25% of total price. Percentage (%) of domestic production cost of goods is calculated according to the following formula:



	$D (\%) = G^*/G (\%)$ Where: - G*: Domestic production cost calculated by quoted price of goods defined in the Bid Proposal which subtracts tax values and external costs, inclusive of fees and charges (if any); - G: Quoted price of goods defined in the Bid Proposal subtracting tax values; - D: Percentage (%) of domestic production cost of goods, D gains the rate of 25%, which can enable goods to receive the bid preferences as regulated in this clause. 28.3. Bid preferences calculation is specified in the BDS. 28.4. Bidder must declare information about the eligible types of goods for bid preferences according to Forms 15A, 15B and 15C Chapter IV that is on the basis of consideration and evaluation of bid preferences. In case bidders does not declare so, the Bidder's goods are considered not eligible for bid preferences. 28.5. In case goods do not receive bid preferences, evaluation and determination of bid preferences shall not be applied. 28.6. In case of bidders ranking equally, priority shall be given to those with: - Goods originating from the Socialist Republic of Vietnam and the Russia Federation. - Services/Jobs that employ workers from the Socialist Republic of Vietnam and the Russian Federation.
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 the Invitation to Bid is divided into independent parts and bidder is allowed bidding in each part prescribed in ITB 1.2, bid evaluation is carried out with those respective parts of the bidder as prescribed in Section 6, Chapter III – Bid Proposal Evaluation criteria. 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; c) In case the key personnel and key equipment (if any) proposed by the contractor in the Bid proposal not meeting the requirements, Vietsovpetro allow the bidder to supplement or replace. Bidders are only allowed to add or replace each personnel position, equipment once within an appropriate period of time but not less than 03 working days. In case the Bidder does not have the replacement of personnel and equipment that meet the requirements of the Invitation to Bid, the bidder will be disqualified. Under any circumstances, on condition that the Bidder dishonestly declares personnel and equipment, the Bidder is not allowed to substitute other personnel or equipment, the Bidder's Bid proposal shall be rejected and the Bidder shall be considered having committed fraudulent according to regulations with legislation on bidding or other relevant legislation and shall be subject to be handled according to regulations; d) 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; f) 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.
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30. Contract negotiation	Contract negotiation shall be stipulated in BDS. 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. Principles of the contract negotiation: a) Not negotiating on the contents the bidder offered in accordance with the requirements of the Invitation to Bid; b) While evaluating Bid Proposal and negotiating contract, if realizing the scope of supply/ work, workloads specified in Chapter V – Scope of Supply are insufficient compared with the design documentation, Vietsovpetro shall request bidder to add supplement scope for this insufficient part, on the basis of the quoted price; if the Bid Proposal has not provided the unit price, Vietsovpetro shall consider and decide on applying the unit price approved estimated price for these scope of work/ inadequate workloads compared to the design documentation or the unit price quoted by other bidders who have passed the technical evaluation if this unit price is lower than the approved unit price in the estimated bidding package; c) When negotiating a contract for the deficient deviation, if the Bidder's bid proposal does not have a unit price corresponding to the deviation, the lowest bid unit price among other bidders' bid proposals that meet the technical requirements must be taken or taking the unit price in the approved estimate if this is the only bidder who passes the technical evaluation step as a basis for negotiating that deficient deviation. 30.3. Contents of contract negotiation: a) Unspecified, inappropriate and inconsistent contents between Invitation to Bid and Bid Proposal, between different contents in the Invitation to Bid may lead to incidents, disputes or impact on the contractual obligations of contracting parties; b) Deviations that have been found by the Bidder and Bidder's recommendations (if any), including proposal of amendment or technical alternatives which Bidder is allowed to provide according to relevant bidding regulations; c) Any issue that arises during the selection of Bidder (if any) in the aim of completing detailed contents of the bidding package; d) Nonmaterial omissions specified in ITB 30; 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 shall consider, decide to invite the bidder who is ranked at the next positions for contract negotiation; if the successive negotiations also fail, Vietsovpetro shall report to the Investor to consider, decide the bidding cancellation as regulated in point a, ITB 32.1.
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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; 31.2. Having capacity and experiences satisfying requirements as prescribed in Section 2, Chapter III; 31.3. Having technical proposals satisfying requirements as prescribed in Section 3, Chapter III; 31.4. Having deficient deviation not exceeding 10% of bidding price; 31.5. Meeting requirements specified in the BDS; 31.6. The bidder has the proposed price award (including taxes, fees, charges (if any) not exceeding the approved bidding package price. If the approved estimated budget of bidding package is lower than or higher than the approved bidding package price, this estimate shall replace the bidding package price as basis for consideration for recommendation as the winning bidder.
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) Change of the objectives, scope of procurement resulting in changes in volume of work and evaluation criteria stated in the Invitation to Bid at Vietsovpetro's decision; c) The Invitation to Bid fails to comply with legislation on bidding or other relevant legislation that lead to the failure of the selected bidder to meet requirements for performing bidding package; 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 infringing law on bidding that lead to bidding cancellation as prescribed in point c, d, e in ITB 32.1 is undertaken to compensate expenses for related parties and be handled as prescribed by law. 32.3. In case of bidding cancellation specified in this section, Vietsovpetro shall return or release Bid Bond to bidders who has submitted the original Bid Bond within 05 working days, except the bidder violates the regulation as specified in point d and point 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 goods and services	34.1. At the time of awarding contract, Vietsovpetro are entitled to increase or decrease the volume of services stated in Chapter IV provided that such change not exceeding the rate specified in the BDS and there is not any change in the unit price or other terms and conditions of the Bid Proposals and Invitation to Bid. The rate of increase and decrease in volume shall not exceed 10%. 34.2. Additional purchase option: Before the contract expires, the Investor has the right to purchase an additional volume of goods or services in the bidding package other than the volume stated in Chapter IV provided that not exceeding the rate specified in the BDS.
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 4 for the awarded bidder. Notice of acceptance of bid proposals and contract award are part of the contract documentation. In case the awarded bidder fails to complete, sign the contract or submit the contract performance guarantee within the deadline stated in the notice of bid proposal's acceptance and contract award, the bidder



	shall be disqualified and shall not be refunded the value of Bid bond as prescribed in Section 18.5 ITB. The period of time stated in the notice of bid proposal acceptance is calculated from the date Vietsovpetro sending this acceptance notice to the awarded bidder on the nation bidding network.
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 as prescribed in the Invitation to Bid. If the bidder no longer meets basic requirements of technical and financial capability prescribed in the Invitation to Bid, Vietsovpetro shall refuse to sign contract with the bidder. Vietsovpetro shall therefore cancel previous decision on approval of bidder selection result and contract award, and shall invite the bidder who is ranked at the next position for comparing documentation and contract negotiation (if required). 36.3. Vietsovpetro shall ensure conditions on funding for advance payment, payment funding and other necessary conditions for carrying out the bidding package on the schedule.
37. Contract performance guarantee	37.1. Before signing a contract or before the contract comes into effect, the bidder shall provide contract performance guarantee as specified in Part 3. In case of applying a form of contract performance guarantee, the form specified in Part 3 or another form approved by Vietsovpetro shall be complied. 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) Performing the contract behind schedule due to bidder's fault but refusing to extend the validity of the contract performance guarantee.
38. Handling of complaints in bidding	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 Investor: Vietsovpetro
ITB 1.2	Title of bidding package: Provision of Downhole Pressure and Temperature Monitoring System, Block 09-1 (VT-310/26-KT-NTTH) Name of project: Provision of Downhole Pressure and Temperature Monitoring System, Block 09-1 (VT-310/26-KT-NTTH) Quantity of parts in bidding package: N/A. Vietsovpetro will evaluate and select for whole package of materials & services. Year of production: See technical requirements attached Scope of Supply: See Attachment 01 of Part 4 Technical requirement: See Attachment 02 of Part 4 Technical evaluation criteria: See Attachment 03 of Part 4
ITB 3	The source of funding: 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: Not applicable; + Consulting on verification of bid price: Not applicable; + Consulting on supervision of contract execution and inspection: Not applicable; + Consulting on preparation for the ITB: Not applicable; + Consulting on appraisal of the ITB: Not applicable; + Consulting on evaluation Bid proposal: Not applicable; + Consulting on appraisal of bidder selection results: Not applicable; + Project management consulting, contract management, other consulting services whose work is directly related to the bid package: Not applicable; - The bidder does not belong to the same agency or organization directly managing the consultants (mentioned above)*.



	- 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: Xi: Equity ownership ratio of other organizations and individuals in the i-th joint venture member; Yi: 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)	Bidder's name is registered on National bidding network before the grant of approval for contractor selection result as prescribed: - Bidders have to register procurement information on the National bidding network: <u>To be applied</u> - Bidders are to provide confirmation of information registration on the national bidding network system in according to the Circular 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 03 working days prior to the Deadline for bid submission.
ITB 7.2	Requests for clarification should be received by Vietsovpetro at least 05 working days prior to the Deadline for bid submissions. Vietsovpetro shall clarify the request of clarification at least 03 working days prior to Deadline for bid submissions.
ITB 7.3	Pre-bidding conference: No
ITB 8	Payment for the Invitation to Bid:



	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) Payment for Invitation to Bid shall be made by Telegraphic Transfer to the following Vietsovpetro's account: Account No. 008.100.000001.1 Beneficiary: Vietsovpetro VIETCOMBANK, Vung Tau Branch Please indicate: Bidder Name, payment for Invitation to Bid Bidding package No. VT-310/26-KT-NTTH
ITB 10.10	The Bidder shall submit the following additional documents in its bid proposal: Scope of supply and Technical documentation as required in Technical requirement (Part 2 Chapter V – Scope of supply and Technical documents in Invitation to Bid)
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 (<i>Not applicable</i>). 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 (<i>Not applicable</i>).
ITB 13.5	In the detailed price quotation table, bidder shall offer prices according to the following requirements: For foreign bidders: The Bidders are requested to offer price on delivery term CFR Vietsovpetro port, Vung Tau City, S.R. Vietnam in accordance with Incoterms accompanied with appropriate amendments – if necessary as Bidding form No. 12A, Chapter IV – Bidding form and provide “Incoterms 2020”. In case goods are accompanied with services, commissioning, ... Bidders have to clearly state that whether the offered price includes Foreign Contractor Withholding Tax (FCWT) as Bidding form No. 13. If the offered price has not included, Vietsovpetro will calculate and add FCWT into the offered price for comparison and evaluation (<i>FCWT tax rate is: 1.01% for goods; 15.79% for services; 12.24% for services included in goods</i>). Vietsovpetro shall do necessary procedures for tax exemption of goods. For Vietnamese Bidders: The Bidders are requested to offer price on delivery to Vietsovpetro warehouse, Vung Tau City, S.R. Vietnam including all taxes, fees and charges (if any) arisen inside Vietnam and shall be taken into consideration exemption of import tax and VAT for imported goods from using List of exempted goods available for Vietsovpetro in Block 09-1 as Bidding forms No. 12A and 12B, Chapter IV – Bidding form.
ITB 15.6	Expected operating duration of Goods (for the purpose of requirement of spare parts, specialized tools): <i>Not applicable</i>.



ITB 16.2	The documentary evidence of the Bidder's capacity to perform the contract if the bidder win the bid including: Manufacturer's License for sale or the Certificate of Partnership or similar documents: <i>as per Technical requirement, Chapter V in Invitation to Bid.</i>
ITB 17.1	The Bid proposal shall be valid for 90 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 1,180.00 or VND 30,730,000. The Bid Bond shall be valid for 120 days from the Deadline for bid submission. In case the Bidder provides the Bid Bond through Deposit/Telegraphic Transfer to the following Vietsovpetro's account: Account: 008.100.000001.1 (VND) 0081370000029 (USD) 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 at: 09h00 (local time) on ____/____/2026
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), Financial Proposal (01 copy). In case of modification, substitution of Technical Proposal, Financial Proposal or technical alternative, the bidders must submit the equal number of copies of modification, substitution or Technical alternative. Notes: Quantity of Proposal: + Technical Proposal: 01 original and 01 copy; + Financial Proposal: 01 original; + Soft copy: 01 USB included scanned Technical Proposal; 01 USB 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 20.7 (a)	Bidders shall submit their Bid Proposals to: Recipients: Vietsovpetro Address: 105 Le Loi Str., Vung Tau City, S.R. Vietnam
ITB 21.1	The Bid proposal shall be opened publicly: At the following address: Vietsovpetro, 105 Le Loi Str., Vung Tau City, S.R. Vietnam



	Time: at 09h15 (local time) on ____/____/2026
ITB 23.4	Bidders themselves can provide such evidence to the Procuring entity within 03 days from the deadline for submission of bids.
ITB 27.2	Total value of sub-contractor(s) shall not exceed: 0% of total value of Bid proposal. Specialized sub-contractor: Not applicable.
ITB 28.3	Calculation of preferential treatment: Goods that do not receive bid preferences must add a monetary amount accounting for 7.5% of bidding price after rectification of errors, adjustment of deviations and deduction of discounts (if any) of these goods to the bidding price after rectification of errors, adjustment of deviations and deduction of discounts (if any) of bidders for comparison and ranking”.
ITB 29.1	Bid proposal evaluation methods: a. Evaluation of the bidder’s capacity and experience: using Pass/Fail criteria. b. Technical evaluation: <i>to apply evaluation method using Pass/Fail or Yes/No or Calculating point criteria in accordance with evaluation criteria stipulated in Section III, Chapter III, Bid Proposal Evaluation Criteria.</i> c. The price evaluation: <i>to apply lowest price method for whole package in accordance with evaluation criteria stipulated in Section V, Chapter III, Bid Proposal Evaluation Criteria.</i>
ITB 30	Contract negotiation: <i>Not applicable.</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 of work volume may be increased is: <i>Not applicable.</i> The maximum percentage of work volume may be decreased is: <i>Not applicable.</i>
ITB 34.2	Additional purchase option: <i>Not applicable.</i> The maximum of additional purchase option: <i>Not applicable.</i>
ITB 38.2	Vietsovpetro’s address: 105 Le Loi Str., Vung Tau ward, HCM 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, HCM city, S.R. Vietnam Fax: (84 254) 3 839 857



Chapter III. BID PROPOSAL EVALUATION CRITERIA

Section 1: Verification and evaluation the eligibility of Bid Proposal

1.1 Verification the Bid Proposal:

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

1.2 Evaluation the eligibility of Bid Proposal:

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

- a) The Bidder submits the original of Bid proposal.
- b) The Application for Bidding is signed and stamped (if any) by the legitimate representative of the bidder as required by Invitation to Bid. For consortium, the Application for Bidding is signed and stamped (if any) by the legitimate representatives of each member of the consortium or the authorized leader member of the consortium sign the Application for Bidding according to responsibilities in written agreement of consortium.
- c) Bidding prices in Application for Bidding must be detailed, fixed, indicated by numbers, words and in accordance with total bidding prices mentioned in Summary of bidding price table. Bidders are required not to propose different bidding prices or conditions that put Vietsovpetro in disadvantage.
- d) The validity period of the Bid proposal must meet the requirements stipulated in ITB 17.1.
- e) The Bid Bond/Deposit must satisfy all the requirements as stipulated in ITB 18.3.
- f) The bidder is not named in 02 or more Bid proposals as a main bidder (independent bidder or a member of consortium) in one bidding package. In case the bidding package is divided into many independent parts, the bidder is not named in 2 or more Bid proposals as the main bidder for the parts that bidder participates.
- g) For consortium, written agreement of consortium is signed and stamped (if any) by the legitimate representative of each member of the consortium and the consortium agreement must specify the detail scope of work and estimated respective percentage that each member will implement as Bidding Form No.3, Chapter IV, Bidding Form.
If the scope of supply includes only one unit/ one piece and no related service, bidder is not allowed to enter into a consortium; in case that Bidders is still in a consortium, agreement of consortium shall be considered invalid and Bidder shall be rejected.
- h) The bidder is eligible as stipulated ITB 5.

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

Section 2: Capacity and experience evaluation criteria

Standards of competence and experience are mandated and listed in Table No. 01 (for bidders who are Non-manufacturers of goods within the scope of the bid package) or Table No. 02 (for bidders who are manufacturers of goods within the scope of the bid package). A bidder's



evaluation of competence and experience is subjected to whether it meets all standards. A subcontractor's competence and experience will not be taken into consideration when evaluating a bid proposal. The contractor itself must meet the evaluation standards of competence and experience.

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

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

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

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

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

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

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

2.1 Criteria for evaluation of capacity and experience

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

CRITERIA TABLE FOR EVALUATION OF BIDDER'S CAPACITY AND EXPERIENCE

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



Table No. 01

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 ⁽¹⁾ due to Bidder's fault	From January 01, year 2022 to Deadline for bid submission, the contractor does not have a contract for the supply of goods, not fulfilled through fault of the bidder.	Must meet requirement	not applicable	must meet requirement	Form 09
2	Tax obligations fulfilment	Has fulfilled tax obligations of the last fiscal year before Deadline for bid submission.	Must meet requirement	not applicable	must meet requirement	Form 10

Notes:

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

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

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

Criteria on capacity and experience			Compliance Requirements			Documents
No	Description	Requirement	Single Entity	Consortium		Submission Requirements
				All Members Combined	Each Member	
3	Financial Capacity					
3.1	Financial Performance	Submission of financial statements 03 years (from year 2022 to year 2024) to demonstrate the current soundness of the Bidder's financial position.	Must meet requirement	not applicable	must meet requirement	Form 10

		The Bidder's net worth for the last fiscal year , (calculated as the difference between total assets and total liabilities) should be positive.				
3.2	Average Annual business activities Turnover (excluding VAT)	Minimum average annual turnover of following value within the latest 03 fiscal years ⁽¹⁾ : ≥ USD 176.000,00/ VND 4,570,000,000 (In case Company of the Bidder established less than 03 years, the value of Average annual business activity turnover will be sum total value of business activity turnover and divide to total number of years have activities)	must meet requirement	must meet requirement	not applicable	Form 10

Notes:

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

Criteria on capacity and experience			Compliance Requirements			Documents
No	Description	Requirement	Single Entity	Consortium		Submission Requirements
				All Members Combined	Each Member	
4	Experience on implementing Contracts of supplying similar goods	Requires at least 01 contract for supplying of goods and service for the Oil and Gas industry / other industries as described hereunder that has been successfully completed ⁽¹⁾ as main Contractor (individually or partner of Consortium) or sub-contractor ⁽²⁾ within the last 05 years to the Deadline for bid submission.	must meet requirement	must meet requirement	must meet requirement (equivalent to the volume of work implemented)	Form 07A



		Contract must have value equivalent to or greater than USD 59,000.00/ VND 1,540,000,000				
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Notes:

(1) "Successfully completed" means completion of all (100%) of contract scope of work. The level of completion shall be up to 80% of the total contract value. To verify that the Similar Contract has been completed to the required extent, the Bidder shall submit supporting invoices.

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

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



		entity capable of fulfilling the obligations of warranty, maintenance, repair, supply of spare parts or providing after-sales services as required by the Invitation to Bid. (as per required in the Technical requirement)				
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CRITERIA TABLE FOR EVALUATION OF BIDDER'S CAPACITY AND EXPERIENCE

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

(NOT APPLICABLE)

	Criteria on capacity and experience		Compliance Requirements			Documents
No.	Description	Requirement	Single Entity	Consortium		Submission Requirements
				All Members Combined	Each Member	
1	Historical Contract Non-Performance ⁽²⁾ due to Bidder's fault	From January 01, year to Deadline for bid submission, the contractor does not have a contract for the supply of goods, not fulfilled through fault of the bidder.	Must meet requirement	not applicable	must meet requirement	Form 09
2	Tax obligations fulfilment	Has fulfilled tax obligations of the last fiscal year before Deadline for bid submission.	Must meet requirement	not applicable	must meet requirement	Form 10

Notes:

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



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

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

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

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

Notes:

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

Criteria on capacity and experience			Compliance Requirements			Documents
No	Description	Requirement	Single Entity	Consortium		Submission Requirements
				All Members Combined	Each Member	
4	Capacity of goods production^(*)	The bidder provides documents as proof of production capacity, including either: - The capacity of factories or production lines with minimum output of: ____ units/month (See Note ⁽¹⁾); Or: - The highest output per month within the last ... years prior to the Deadline for bid submission: ____ units	must meet requirement	must meet requirement	must meet requirement (equivalent to the volume of work implemented)	Form 07B

Notes:

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

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

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



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



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

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

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

Section 4: Price evaluation criteria (Lowest price method)

Determination of lowest price as following steps:

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

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

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

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

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

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

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

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

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

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

Notes:

(1) Rectification of errors

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

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

b) Other errors:

- If the Total price column is filled without the corresponding unit price, the unit price shall be determined by dividing the total price by the quantity; if the unit price is filled in, but the total price is missing, the

total price shall be determined by multiplying the quantity by the unit price; if one of the items has the unit price and total price filled in, but the quantity is missing, the quantity shall be determined by dividing the total price by the unit price of that particular item. In case the aforesaid quantity that has been additionally defined is different from the quantity mentioned in the Invitation to Bid, that value difference is the deviation in the scope of supply, which shall be adjusted under regulations specified in Step 3;

- Mistake in Unit must be corrected to meet the requirements specified in the Invitation to Bid;*
- Mistakes in using comas (instead of periods) and vice versa shall also be corrected in accordance with the written in Vietnamese customary. If Vietsovpetro determines the obvious mistake in placing of comas and periods, the total price shall prevail and the unit price shall be corrected.*
- If there is an error in a total corresponding to the addition of subtotals, the subtotals shall prevail and the total shall be corrected;*
- If there is a discrepancy between words and numbers, the amount in words shall used as a legal basis for correction. If the amount expressed in words is incorrect, then the number after rectification of error as stipulated in this article should be used as a legal basis for correction.*

(2) Adjustment of deviation

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

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

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

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

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

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

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

The inland transportation cost = 0.25% x Total proposed bid price.

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

Section 5: Technical alternative (Not Applicable)

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

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



Section 6: Bidding package with multiple independent parts (*Not Applicable*)

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

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

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

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

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



Chapter IV. BIDDING FORM

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

No	Bidding Form	Performance	Responsibility for performance	
			Vietsovpetro	Bidder
	<i>goods manufactured, processed outside Vietnam but already imported and being offered in Vietnam)</i>			
22	Form 13. Bidding price schedule for related services			X
23	Form 14A. Spare parts for replacement (Optional Scope) for Goods manufactured, processed outside Vietnam)			X
24	Form 14B. Spare parts for replacement (Optional Scope) for Goods domestically manufactured, processed or goods manufactured, processed outside Vietnam, but already imported and being offered in Vietnam			X
25	Form 15A. Declaration of goods with bid preferential treatments			X
26	Form 15B. Costs of goods manufactured domestically with bid preferential treatments (in case of declaration for cost of import)			X
27	Form 15C. Costs of goods manufactured domestically with bid preferential treatments (in case of declaration for cost of manufacturing in Vietnam)			X



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 37.1 of the Bidding document.

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



Notes:

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

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

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

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

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

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

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



POWER OF ATTORNEY¹

Date ____/____/20____ at (name of place)

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

To issue this Power of Attorney to:

Mr/Mrs _____

ID/Passport number _____

Position _____

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

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

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

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

This Power of Attorney is valid for the period from _____ to _____³ and will be made in _____ originals, _____ of which will be retained by Mandator; _____ of which will be retained by Attorney and the rest will be retained by Vietsovpetro. All original copies hereof are identical and legally equal.

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

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

Notes:

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

² The 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 AGREEMENT¹

_____, day ____ month ____ year ____

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

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

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

Represented by Mr./Ms.: _____

Position: _____

Address: _____

Tel: _____

Fax: _____

E-mail: _____

Account: _____

Tax code: _____

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

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

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

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

- Compensating for damages to the parties in the consortium;
- Working with members of the Consortium to compensate for all damages to the Vietsovetro 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 work²:

- Signing the application of bidding;



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

2. The members of the Consortium agree to assign the responsibility of members as following table³:

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

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

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

Article 3. Validity of Consortium Agreement

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



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

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

LEGAL REPRESENTATIVE OF CONSORTIUM LEADER

[Full name, title, signature and stamp]

LEGAL REPRESENTATIVE OF CONSORTIUM MEMBERS

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

Notes:

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 PARTICIPATION¹
(BID BOND)
(Applicable to 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 for²days, from the date.....month.....year³

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

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

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

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



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

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

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

Notes:

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

² Insert as stipulated in BDS 18.2.

³ Insert Deadline for bid submission as stipulated in BDS 19.1.



GUARANTEE FOR BID PARTICIPATION¹
(BID BOND)
(Applicable to 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 for³.days, from the date month ... year⁴

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

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

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

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

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



the Applicant of the name of the successful bidder within 30 days after the expiration of Bid Proposal.

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

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

Notes:

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 BDS 18.2.

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



FORM OF DEPOSIT FOR BID PARTICIPATION

Date: (Date of signing application for bidding)

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

Name of project: (Name project)

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

Attention to: (full name and address of employer)

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

1. In lieu of the submission of Bid Bond issued by a bank, *[insert the name of the bidder]* shall implement bid guarantee for *[name of bidding package]* in the form of transfer to Vietsovpetro's bank account a deposit amount equivalent to the Bid Bond amount specified in the ITB, i.e *[specify in number, in words, and currency of deposit]*
2. Bidder confirm that Bidder shall comply all conditions as stipulated in Bid bond form of ITB. *(In the event that Bidder confirms not to comply all conditions in the Bid bond's form in ITB, Bidder's bidding proposal shall not be evaluated)*
3. After *[insert the required bid bond validity period]* days from the bid closing date, Vietsovpetro shall transfer deposit amount above to *[insert the name of the bidder]*'s account. *[insert the name of the bidder]* shall be responsible for all the bank fees in connection with this transfer.
4. Vietsovpetro's bank account:
 Beneficiary's name: Vietsovpetro
 Beneficiary's Bank: Joint Stock Commercial Bank for Foreign Trade of Vietnam – Vungtau Branch
 Account Number: 008.100.00000.11 (VND)
 0081370000029 (USD)

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

Notes:

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



BIDDER'S INFORMATION FORM¹

Date: _____

NCB No. and title: _____

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

Bidder's legitimate representative information:

Name:

Address:

Telephone/fax numbers:

E-mail address:

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

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

Notes:¹ *In case of consortium Bidder, each consortium member must declare this form.*

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.

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

Notes:

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



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

Date __ month __ year __

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

Descriptions of each contract should contain following information:

Name and contract number	<i>[Full contract name and number]</i>		
Contract signing date	<i>[Date, month, year]</i>		
Completion date	<i>[Date, month, year]</i>		
Contract Value ⁽³⁾	<i>[Total signed contract value and the original currency]</i>		Equivalent to ____ VND
If the bidder is a consortium member, provide a summary of the work undertaken and its value	<i>[Summary of the work]</i>	<i>[Value of the work undertaken (amount in original currency and %)]</i>	Equivalent to ____ VND
Project or Procurement name	<i>[Full name of the project/procurement estimate whose contract is being declared]</i>		
Name of Investor:	<i>[Full name of the Investor in the contract being declared]</i>		
Address:	<i>[Full current address of the Investor]</i>		
Telephone/fax:	<i>[Phone number, fax number including country code, area code]</i>		
Email:	<i>[Email address]</i>		
Describe similarities in accordance with Section 2.1 of Chapter III²			
1. Type of goods	<i>[Correct type]</i>		
2. Fulfilled contract value ³	<i>[Actual contract value fulfilled based on acceptance value, contract liquidation]</i>		
3. Scale	<i>[Scale according to the contract]</i>		
4. Other characteristics	<i>[Other characteristics, if needed]</i>		

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

Notes:

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

¹ *In case of consortium, each member must declare according to this Form.*

² *Bidders only declare the similar content with the requirements of the bidding package.*

³ *In case the contract value is not in VND, it shall be converted to VND at the exchange rate specified in Section 2 of Chapter III as a basis for evaluation.*

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

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

For each factory, the bidder declares the following information:

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

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

Notes:

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

PROPOSED KEY PERSONEL

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

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

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



PROFESSIONAL CURRICULUM VITAE OF KEY PERSONNEL

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

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

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



PROFESSIONAL EXPERIENCE

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

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

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



HISTORICAL CONTRACT NON-PERFORMANCE FOR THE SUPPLY OF GOODS NOT FULFILLED DUE TO FAULT OF THE CONTRACTOR IN THE PAST¹

Name of contractor: _____

Date: _____

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

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

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

☐ There is a contract Supply of goods not fulfilled through bidder's fault as of January 01, 2022 in accordance with the Evaluation Standards for Competence and Experience under Clause 2.1 Section 2 of Chapter III.

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

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

Notes:

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

BIDDER'S HISTORICAL FINANCIAL PERFORMANCE¹

Bidder's name: _____

Date: _____

Name of Consortium member (if any): _____

Financial Data for Previous 03 Years ² [VND/USD]: 2022 ÷ 2024		
2022	2023	2024

Information from balance sheet

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

Information from Income Statement

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

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

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

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

Notes:

¹ In case of Consortium Bidder then each member of Consortium Bidder must declare according to



this Form.

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

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

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



SCOPE OF WORK USING SUB-CONTRACTORS¹

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

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

Notes:

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

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

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

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

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

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



LIST OF SPECIALIZED SUB-CONTRACTORS¹

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

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					
...					

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

Notes:

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

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

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

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

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

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



**LIST OF SUBSIDIARIES AND MEMBER COMPANIES DELIVERING WORK IN
THE BID PACKAGE¹**

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

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

Notes:

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

² Specify the name of the subsidiary or member company.

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

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



SUMMARY OF BIDDING PRICE

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

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



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

1	2	3	4	5	6	7	8	9
Line item	Description of goods	Part number/ model of goods	MNF	CO	Unit	Required quantity	Unit price	Extended Price per line item (Col. 7x8)
1	...							
...	...							
15	...							
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. (Transfer to the Summary of Bidding Price Form) <u>Note:</u> - Request to describe all the works and the Goods following requirements in Scope of supply indicated in Technical requirement (attached). - Request to breakdown value for each line item and for all items in Scope of supply.								M1

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

Notes:

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

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

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

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

- Bidder intends to use inland transportation to delivery the goods from any discharge port in Vietnam to Vietsovpetro port: Yes/No.

- If Bidder declares its attention to use inland transportation to deliver the goods from discharge port in Vietnam to Vietsovpetro port, Vietsovpetro will calculate and add FCWT into the offered price for comparison and evaluation.

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

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



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



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

1	2	3	4	5	6	7	8
Line item	Description of goods	Unit	Required quantity	MNF, Country of origin, Part number, model of goods	Unit price	Extended Price per line item (Col. 4x6)	Taxes, fees, charges (if any)
1	...					A1	T1
...	...						
15	...					A15	T15
Total bidding price of goods not including taxes, fees, charges (if any)						A = A1+A2+...+ A15	
Total value of taxes, fees, charges (if any)							T= T1+T2+... +T15
Total bidding price of goods including taxes, fees, charges (if any) (Transfer to the Summary of Bidding Price Form)						M₂=A+T	

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

Notes:

Detailed T1, T2, ..., T15 (type, calculation).

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

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

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



BIDDING PRICE SCHEDULE OF RELATED SERVICES

1	2	3	4	5	6	7	8
No	Description of Services	Required quantity	Unit	Place where services will be performed	Final completion date	Unit price	Extended price per Service (Col. 3x7)
I	OFFSHORE TECHNICAL SERVICE						
	Installation, Commissioning & Start-up & Performance running test ... (as per Technical Requirement)		Lot		... Days		
	Offshore Engineer (Qty: 2)	- as per Technical Requirement	Day				
	Offshore Technician (Qty: 2)	- as per Technical Requirement	Day				
II	RENTAL EQUIPMENT & TOOLS		Lot		... Days		
1	...	- as per Technical Requirement	Day				
2							
3							
III	Other services (if any)						
1	...						
2	...						
Total bidding price of related services not including taxes, fees, charges							
Taxes, fees, charges							
Total bidding price of related services including taxes, fees, charges (if any) (Transfer to the Summary of Bidding Price Form)							(I)

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

Notes:

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

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

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



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

1	2	3	4	5	6	7	8	9
Line item	Description of goods	Part number / model of goods	MNF	CO	Unit	Required quantity	Unit price	Extended Price per line item (Col. 6x7)
	Priced list of recommended spares for 02 years' operation. <i>(i.e.: as stated in Technical Requirement)</i> <i>Detailed list of spares part and prices shall be provided:</i>							
1	...							
2	...							
*	Total bidding price 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 (Transfer to the Summary of Bidding Price Form) <u>Note:</u> - Request to describe all the works and the Goods following requirements in Scope of supply indicated in Technical requirement (attached) - Request to breakdown value for each line item and for all items in Scope of supply							M1

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

Notes:

Refer to Notes in Form 12A.



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

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

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

Notes:

Refer to Notes in Form 12B.



DECLARATION OF PREFERENTIAL GOODS¹

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

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

Notes:

(1), (2): The bidder fills consistently with Form 15B or Form 15C.

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

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



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

(In the case of declaring cost of import)

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

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

Notes:

- (1) The bidder fills in the checked goods in column (3) and (5) of Form 15A.
 (2) The bidder fills in the unit price offered (including all taxes, fees, charges (if any)).
 (3), (4) The bidder self-declares.
 (5), (6) The bidder fills.



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

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

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

Notes:*(1) The bidder fills in the checked goods in column (3) and (6) of Form 15A.**(2) The bidder fills in the unit price offered (including all taxes, fees, charges (if any)).**(3), (4) The bidder self-declares.**(5) The bidder fills.*

Part 2. TECHNICAL REQUIREMENTS

Chapter V. Technical Requirements

(Refers to attachment in Part 4 – Appendices)



Part 3. CONDITIONS OF CONTRACT AND CONTRACT FORMS

Form 16. Letter of Proposal Acceptance and Contract Award

Form 17. Contract form



LETTER OF PROPOSAL ACCEPTANCE AND CONTRACT AWARD

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

Subj: Notification of Proposal Acceptance and Contract Award

Dear Sir/Madam,

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

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

As soon as possible but not later than 07 working days from the date signing this Purchase Order, you should open the Performance Bond which is issued by banks / branches legally operated in Vietnam with amount 03% (three percents) of Purchase Order and send to Vietsovpetro. The validity of the Guarantee is equal to the delivery time plus 60 calendar days.

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

Looking forwards to receiving your favorable reply.

LEGAL REPRESENTATIVE OF THE EMPLOYER

[Full name, title, signature and stamp]



CONTRACT FORM**GENERAL CONDITIONS OF CONTRACT (GCC)****1. Definitions**

As used in this Contract:

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

2. Order of precedence

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

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

3. Governing law and Language

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

4. Notice

- 4.1 Any notice from one Party to another relating to the PO shall be conducted in writing, to addresses specified in the PO. The term “in writing” means communicated in written form with proof of receipt.



- 4.2 A notice from one Party shall be considered as effective from the date the other Party receives it or from the effective date as specified in the notice, whichever comes later.

5. Performance Bond

5.1 Performance Bond shall be submitted to the Company no later than the date specified in Letter of Proposal Acceptance and Contract Award. Performance Bond shall be issued in one of following forms:

- a) Submit a performance bond issued by a legally domestic bank or foreign bank's branch established under Vietnamese law;
- b) Submit the certificate of guarantee insurance from a domestic non-life insurance enterprise or a branch of a foreign non-life insurance enterprise established under Vietnamese law.

The Performance Bond specified in Point a and b of this Clause is an unconditional guarantee (paid upon request), according to the form specified in the PO or another form approved by the Company.

5.2 Validity and formality is specified in the PO.

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

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

6. Subcontractor

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

The changing, supplement of subcontractors onto List of subcontractors or the change of subcontractor content stated in the Proposal shall be only conducted with reasonable grounds and Company's approval.

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

6.3 Other requirements for subcontractor are specified in the PO.

7. Settlement of Disputes

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

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

8. Scope of Supply

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

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

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



10. Contractor's Responsibilities

Contractor shall supply all Goods (and Related Services) (if any) in accordance with the Scope of Supply in accordance with GCC Clause 8, and follow the Delivery Schedule of Goods (and Completion Date of Related Services), as per GCC Clause 9.

11. Type of Contract and Contract Price

Type of contract: is specified in the PO.

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

12. Tax Adjustment

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

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

12.3 Tax adjustment are carried out in accordance with the PO.

13. Advance Payment

13.1 The Company shall make advance payment to the Contractor with an amount stated in the Contract upon provision of Advance Payment Guarantee by the Contractor, with the value equal to the advance payment. The Advance Payment Guarantee shall be issued by a bank or credit organizations legally operating in Vietnam and shall remain effective until the advance payment has been repaid; the value of the Advance Payment Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be applied on the advance payment.

13.2 The Contractor is to use the advance payment only for the purpose of executing the Contract. The Contractor has to prove that advance payment has been used for the right purpose by providing copies of invoices or other relevant documents to the Company. The Contractor shall be deprived of advance payment if advance payment is not used correctly.

14. Payment

14.1 Payments are made in accordance with the PO.

14.2 The payment currency shall be VND/USD/EUR in accordance with the PO.

15. Copyright

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

16. Use of documentations and information relating to Contract

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



perform its work under the contract; in this case, the subcontractor shall have an undertaking to the Contractor to keep such documents, data or information confidential.

- 16.2. The Company shall not use the documents, data and other information received from the Contractor for any purpose other than the contract. The Contractor shall not use the documents, data and other information received from the Company for any purpose other than the performance of the contract.
- 16.3. The obligations of the Company and the Contractor specified in under GCC Sub-Clauses 16.1 and 16.2 shall not apply to information that:
- a) Information that the Company or Contractor needs to provide to the competent authority;
 - b) Information that has been or will be published through no fault of the Company or Contractor;
 - c) Information owned by one party at the time of publication and not previously provided directly or indirectly by the other party;
 - d) Information that a party lawfully receives from a third party that is not under an obligation to keep the information confidential.
- 16.4. The provisions of GCC Clause 16 shall not in any way modify any confidentiality commitments made by a party prior to the date of signing the contract relating to the provision of goods and services.
- 16.5. The provisions of GCC Clause 16 shall continue in effect after fulfillment or termination of the contract for any reason.

17. Technical Specifications and Standards

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

18. Packing

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

19. Insurance

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

20. Transportation and Incidental Services

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

21. Goods Inspections and Testing

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

22. Damages

Damages are specified in the PO.



23. Warranty

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

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

24. Force Majeure

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

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

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

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

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

25. Amendment, Addendum of Contract

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

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

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

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

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

25.5. The Company and the Contractor will negotiate to sign a contract's amendment in case of amendments. All transactions during the implementation of the Contract are made in writing by the Parties and sent by post or by fax number to the registered address or fax number of each Party specified in the Contract and email to the email address according to the form in Appendix 4 (A, B) attached.



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

26. Amendment in Delivery Schedule

- 26.1. During the contract implementation time, in case of unfavorable conditions arise that prevents the Contractor or subcontractor from providing goods and performing related services as prescribed in Clause 9 GCC, The Contractor must promptly notify the Company in writing about the delay, reason, and duration of delay. Based on the Contractor's notice, the Company must quickly consider the situation and extend the contract. In case the Company agrees to extend the contract, the two parties will negotiate to sign amendments, supplement the contract.
- 26.2. Except the force majeure specified in Clause 24 GCC, if the Contractor delivers the Goods or completes related services lately, he is obliged to compensate the Company as prescribed in Clause 22 GCC.

27. Contract Termination

27.1. Contract Termination due to faults:

- a) The Company may terminate partial or all of the Contract without prejudice to other remedies for breach of contract by informing the Contractor by letter about the breaches in the contract in the following cases:
- (i) The Contractor cannot deliver the goods or part of the goods within the shipment time as specified in the contract, or within the extension period as specified in Clause 26 GCC;
 - (ii) The Contractor does not perform any other obligations under the contract;
 - (iii) The Company show that the Contractor violated one of the prohibited acts specified in Article 16 of the Bidding Law during the bidding process or contract implementation;
- b) In case the Company terminates partial or all of the contract according to Point a of this Clause, the Company may purchase similar goods and related services that have not been performed according to the terms and conditions and methods. The Contractor shall be responsible for compensating the Company for arising costs from purchasing of such similar goods and services. However, the Contractor must continue to perform the part of the contract that was not terminated.

27.2. Contract Termination due to insolvency

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

28. Patent indemnity

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

- a) The installation of goods by the Contractor or the use of goods in Vietnam;
- b) The sale of the products produced by goods.

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



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

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

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

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

29. Change in laws and regulations

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

30. Export restriction

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



PURCHASE ORDER

_____, day ____ month ____ year ____

FACSIMILE

PURCHASE ORDER No.

This Facsimile Transmission (Total ____ pages)

Company:

Country:

Fax:

From: Vietsovpetro

105 Le Loi Str., Ho Chi Minh City, S.R. Vietnam

Subj.: Provision of (VSP's Inquiry No.)

Dear Sir,

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

This transaction is made between:

VIETSOVPETRO

105 Le Loi Str., Ho Chi Minh City, S.R. Vietnam

Hereinafter referred to as the Buyer.

AND

.....

Hereinafter referred to as the Seller.

ARTICLE 1: OBJECT

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

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

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

ARTICLE 2: THE CONTRACT PRICE

2.1. The detailed break down prices are specified in Appendix No. 1 of this Contract.

2.2 The Contract Price is USD ____
(In words: ____ only). Including:
+ Goods: USD ____

+ Service: USD _____

- 2.3 The Purchase Order Price exclude import taxes, VAT, for value of Goods on Custom declaration (exempted for Block 09-1), foreign contractor withholding tax (FCWT) and any other taxes, fees, charges arising in Vietnam, but include Personal Income Tax (PIT) for the Seller's services engineer(s), if any, performing Technical Services in Vietnam.
- 2.4 The Seller shall have responsibility for declaring and paying personal income tax for services engineer(s), if any, assigned by the Seller, to work Vietnam to perform the Technical Services under this Contract. Within 7 (seven) days from the date the Seller's services engineers(s) begin working in Vietnam, the Seller shall have to submit to the Tax Department of Ba Ria-Vung Tau province in Vietnam the information below: lists of services engineer(s), nationalities, passports, working period, work undertaken, income. The Seller shall also send 1 (one) copy of the above-mentioned documents to the Buyer.
- 2.5 The scope of supply, technical specification and detailed breakdown prices for the Goods, and Technical Services are specified in the Appendix 1 and Appendix 2 of this Purchase Order.
- 2.6 The price as mentioned above is understood CFR Vietsovpetro Petroleum port, Vung Tau city, S.R Vietnam, not subject to any alteration within the signed scope in Appendix 01 and includes value of the Goods, packing, marking, painting, assembling, testing, manufacturer's certificates, freight, export license, if necessary, Technical service, and others service within the signed scope in Appendix 02 required in Technical requirement, guarantee services if any etc... in accordance with terms and conditions of this Purchase Order as well as all duties levied in connection with the performance of this Purchase Order outside the Buyer's country.
- 2.7 The value for Expenses for BUYER's personnel (Schedule of Price) shall be subject to BUYER's need, based on unit prices and actual mandays and air tickets used.

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

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

3.1.1.Delivery time of GOODS/or Equipments:

Delivery time of GOODS/or Equipments: ASAP but not later than ... *months/days* from the date of *issue LOA / LOI (dd/mm/yy) / or signing contract or L/C opening*.

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

3.1.2 Time of SERVICE's implement:

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

3.2. Schedule of Shipments:

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

Port of exit: _____ port.

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

Total _____ shipments.

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



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

Earlier shipment is allowed.

3.3 The Delivery Date is understood as:

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

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

3.4. The carrying vessel must have ISM Certificate.

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

3.6. SELLER shall be responsible for any extra transport, warehouse expenses and other charges incurred in connection with sending of the equipments, instruments, materials to the wrong discharge Port, prescribed in point 3.2 Article 3. The BUYER shall carry out all inland transportation from other port to Vietsovpetro port, Ho Chi Minh City, S.R. Vietnam and these charges will be deducted from payment by the BUYER.

For the mode of transport by sea or by air, in case the first import border gate (which is the discharge port stated on the bill of lading or the customs declaration) is not Vietsovpetro port, Ho Chi Minh City, S.R. Vietnam (the port specified in the Purchase Order) incurring 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. 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.

ARTICLE 4: NOTICE OF DELIVERY

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

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

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



ARTICLE 5: DELIVERY OF SHIPPING DOCUMENTS AND TECHNICAL DOCUMENTS.

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

Immediately but not later than 05 (three) days (except Saturday and Sunday, to be not counted) from the date of Bill of Lading of each shipment of GOODS, one set of the following documents in English shall be sent by courier service at SELLER's expenses to BUYER:

- 1) *Clean on board Bill of Lading* consigned to BUYER, marked "freight prepaid", evidencing shipment from _____ port to Vietsovpetro Petroleum Port (Vietsovpetro Port), S. R. Vietnam: 2/3 originals and 01 copy.
- 2) *Signed Commercial Invoice* issued by SELLER with the itemized and total pricing: 02 originals and 01 copy.
- 3) *Detailed Packing List* showing the contents of each case or lot, gross and net weight, covering the GOODS as specified in Appendix No. 1 to this Contract: 02 originals and 01 copy.
- 4) *Certificate of Origin for GOODS* issued by Chamber of Commerce/Competent Organisations of the Manufacturers' / Exporter countries: 02 originals and 01 copy / electronic provided web-link to check.
- 5) *Certificate of Quality and Quantity* issued by Manufacturer: 02 originals and 01 copy.
- 6) *Certified material test reports, technical manuals for operation, assembly, disassembly, running, installing, retrieving, maintenance, storage, repair, redress, safety instruction, catalogs, and details drawings, of the equipment in English (paper and soft file).*
- 7) *Other Certificates (if any)* as required in ITB.
- 8) *Certificate of Warranty* issued by SELLER: 03 originals and 01 copy.
- 9) *Export License or Letter of SELLER* stating that Export License is not necessary for export: 03 originals and 01 copy.

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

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

Immediately but not later than 05 (three) days (except Saturday and Sunday, to be not counted) from the date of Bill of Lading of each shipment of GOODS, one set of the following documents in English shall be sent by courier service at SELLER's expenses to BUYER:

- 1) *Clean on board Bill of Lading* consigned to BUYER, marked "freight prepaid", evidencing shipment from _____ port to Vung Tau Petroleum Port (Vietsovpetro Port), S. R. Vietnam: 3/3 originals and 01 copy.
- 2) *Signed Commercial Invoice* issued by SELLER with the itemized and total pricing: 03 originals and 01 copy.
- 3) *Detailed Packing List* showing the contents of each case or lot, gross and net weight, covering the



GOODS as specified in Appendix No. 1 to this Contract: 03 originals and 01 copy.

- 4) *Certificate of Origin for GOODS* issued by Chamber of Commerce/Competent Organisations of the Manufacturers' / Exporter countries: 03 originals and 01 copy / electronic provided web-link to check.
- 5) *Certificate of Quality and Quantity* issued by Manufacturer: 03 originals and 01 copy.
- 6) *Certified material test reports, technical manuals for operation, assembly, disassembly, running, installing, retrieving, maintenance, storage, repair, redress, safety instruction, catalogs, and details drawings, of the equipment in English (paper and soft file).*
- 7) *Other Certificates (if any)* as required in ITB.
- 8) *Certificate of Warranty* issued by SELLER: 03 originals and 01 copy.
- 9) *Export License or Letter of SELLER* stating that Export License is not necessary for export: 03 originals and 01 copy.

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

5.2. Delivery of Technical Documents:

As soon as possible but not later than 15 days after the scheduled Delivery Date of the last shipment of GOODS, SELLER shall send to BUYER 03 complete sets (comprises of 01 original set and 02 copy sets, native files + soft copy in 01 USB) in English language of following Technical Documents:

Function and hydrostatic report of the equipment, certificates, certified material test reports, technical manuals for operation, assembly, disassembly, running, installing, retrieving, maintenance, storage, repair, redress, safety instruction, catalogs, and details drawings, of the equipment in English (paper and soft file). Number of the technical documentation packages will be decided in discussion for signing the contract. Pressure section, temperature compensated and calibrated, and standard calibration table.

ARTICLE 6: PACKING

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



responsible for any damage to the delivered GOODS due to BUYER's negligence in handling and storage.

ARTICLE 7: MARKING

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

ARTICLE 8: GOODS' SURVEY AT BUYER'S WAREHOUSE

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

ARTICLE 9: DAMAGES

9.1. Should SELLER fail:

- a) to deliver GOODS by Delivery Date as specified in Article 3 of this Contract and/or
- b) to fulfill his guarantee obligation as specified in Article 14;
- c) to perform the Technical service on schedule as specified in Article 13 of this Contract;



Then the below delay penalty shall be applied:

- 9.1.1. For the delay of delivery of GOODS and delay of elimination of defects within guarantee period, SELLER shall pay to BUYER the agreed and liquidated damages at the rate of 1.0% (one percent) of the value of the delayed items of GOODS per week for first two weeks of delay, commencing from Delivery Date and at the rate of 1.5% (one and half percent) of the value of the delayed items of GOODS for each subsequent week of delay. The maximum amount of the Agreed and Liquidated Damages for delay in delivery shall not exceed 8% (eight percent) of the value of the delayed items of GOODS.
- 9.1.2. For the delay of commencement, completion of SERVICES, SELLER shall pay to BUYER the agreed and liquidated damages at the rate of 0.5% (zero point five percent) of the value of SERVICES of the contract per day (calculated per day of delay for Mob and the time of completion of SERVICES). The maximum amount of the Agreed and Liquidated Damages for delay shall not exceed 8% (eight percent) of the value of SERVICES.
- 9.2. Delay in delivery / insufficient quantity :
- 9.2.1. If Seller delays the delivery of goods in excess of 60 calendar days in comparison to the the delivery date specified in Article 3.1 of this Purchase Order, except the Force majeure circumstances, the Buyer shall be entitled to:
- a) Assign a third party capable of providing goods/ goods with services. In this case, Seller shall be responsible for signing a contract with the assigned party to continue the work provided to Buyer.
- Or;
- b) Directly sign the contract to purchase goods/ goods with services of the Third party to continue the work of the Purchase Order. In this case, Seller shall pay the difference and related expenses, if any.
- Or;
- c) Unilaterally terminate the Purchase Order and in this case Seller shall be fined 08% of the breached part value of Purchase Order.
- 9.2.2 If Seller delays the delivery (of a part of goods) in excess of 60 calendar days in comparison to the delivery date specified in Article 3.1 of this Purchase Order, excluding force majeure events, Buyer shall have the right to:
- a) Assign a third party capable of providing goods/ goods with services. In this case, Seller shall be responsible for signing a contract with the assigned party to continue the work provided to Buyer.
- Or;
- b) Directly sign the contract to purchase goods/ goods with services of the Third party to continue the work of the Purchase Order. In this case, Seller shall pay the difference and related expenses, if any.
- c) Unilaterally terminate the Purchase Order and in this case Seller shall be fined 08% of the breached part value of Purchase Order.
- 9.3. The maximum amount of the Agreed and Liquidated Damages under this Contract shall not exceed 8% (eight percent) of the Contract Price.
- 9.4. When calculating the amount of the Agreed and Liquidated Damages, the number of days making up 03 (three) days or less than 03 (three) days will not be counted, the number of days making up more than 03 (three) days will be considered as a full calendar week.



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

ARTICLE 10: PAYMENT CONDITIONS AND PERFORMANCE BOND

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

- **First Installment:**

- a) As soon as possible, but not later than 02 (two) weeks after receipt of the Performance Bond, BUYER will open through the Bank for Foreign Trade of Vietnam (Vietcombank), Vung Tau Branch or other bank in Vietnam, an irrevocable Letter of Credit (L/C) with the contents as described in Appendix No. 4, in favor of SELLER, covering 90% (ninety percent) the Contract Price of GOODS. The L/C Specimen is considered as an integral part of this Contract.
- b) The L/C shall be subject to the Uniform Customs and Practice for Documentary Credit of International Chamber of Commerce (UCP No. 600), 2007 revision.
- c) All charges in connection with the amendments of the L/C (whether occurring inside or outside S. R. Vietnam), due to SELLER's fault, shall be at SELLER's account.
- d) All charges associated with any extension of the L/C arising due to delay in performance of this Contract shall be at SELLER's account.
- e) All the documents presented by SELLER to the Bank shall be duly certified by SELLER as correct, due and payable under the terms and conditions of the L/C.
- f) All the banking fees, including bank commission, levied outside S. R. Vietnam shall be on SELLER's account.
- g) All the banking fees and other charges associated with the L/C levied inside S. R. Vietnam shall be on BUYER's account.

- **Second Installment:** 10% (ten percent) of Contract Price of GOODS shall be payable against confirmation of the Buyer to the Bank within 30 days after the date of the Inspection Certificate of quantity and condition issued by Independent Inspection Company at Buyer's warehouse in Vungtau city or the confirmation of the Buyer for the successful completion of the equipment whichever comes first.

- **Third Installment:** 100% (one hundred percent) of Technical Services value of each well with actual time determined by service invoicing shall be paid by the Buyer by Telegraphic Transfer



(T/T) within 30 days from the date of Acceptance Protocol duly signed of each well by representatives of both sides.

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

- a) **First Installment:** 100% (one hundred percent) Contract Price of GOODS shall be paid by Telegraphic Transfer within 30 (thirty) days from the date of the Certificate of quantity and condition issued by Independent Inspection Company at BUYER'S warehouse after receipt of the Goods and a full sets of documents above mentioned in Article 5.1.
- b) **Second Installment:** 100% (one hundred percent) of Technical Services value of each well with actual time determined by service invoicing shall be paid by the Buyer by Telegraphic Transfer (T/T) within 30 days from the date of Acceptance Protocol duly signed of each well by representatives of both sides.
- c) Transfer fee shall be on the BUYER'S account.
- d) All the banking fees, including bank commission and other charges associated with the advising and corresponding bank shall be on the SELLER'S account.
- e) All charges in connection with the change of payment's form /conditions (whether occurred inside or outside S.R. Vietnam), due to SELLER'S/BUYER'S request, shall be at the SELLER'S/BUYER'S account.

10.2. Performance Bond:

- a) As soon as possible, but not later than 07 calendar days after signing of this Contract, SELLER, through the first class international Bank acceptable to BUYER, will open the Performance Bond (P/B) with the contents of Appendix No. 3, covering 8% (Eight percent) of the Contract Price. The P/B Specimen forms an integral part of this Contract. Incase of PB issued by the first class international Bank, the Seller shall ensure that the issuing Bank will send to the buyer the original PB through VCK Vungtau Branch.
- b) Upon issue of the P/B, the issuing Bank shall send to BUYER the original of the P/B. Should the P/B not be issued within 4 (four) weeks after signing of the Contract, BUYER is entitled to terminate the Contract and withdraw the Bid Bond without recourse to the law court or arbitration.
- c) All costs relating to the P/B shall be at SELLER's account.

ARTICLE 11: TECHNICAL SERVICE / COMMISSIONING ACTIVITIES

- 11.1 For the purpose of supervision for commissioning, start-up, Site Acceptance Test (SAT) of the PACKAGE on BUYER job-site offshore Vung Tau ward, HCM city, SELLER will send his qualified Engineer(s) to the work site in Vung Tau, Vietnam to cover all necessary period, destined for the job.

Personnel: The personnel service cost will be calculated from the date mobilization to offshore until the date of returning to onshore.

Equipment: The Equipment service cost will be calculated from the date dispatched to offshore until the date of sending back to onshore.

- 11.2 In the event of Technical services performance by SELLER's engineer/ specialist(s) is earlier than the period stipulated as per Appendix No. ..., the actual cost shall be calculated based on the actual



working days. The actual working days shall be referred by the Time Sheet for actual day while performing Technical Services.

- 11.3 In the event of Technical services performance by SELLER's engineer/ specialist(s) is later than the period stipulated as per Appendix No. 2 due to BUYER's faults or for other BUYER's purposes, not due to SELLER's failure in installation, commissioning and site performance test run, BUYER shall pay for SELLER the actual cost calculated based on the actual working days and daily rate, mentioned in the Appendix 2 enclosed to this Purchase Order.
- 11.4 All charges for SELLER's Engineers' trip to and in Vietnam including but not limited to air tickets, local transportation, hotel accommodation, food... will be borne by SELLER. BUYER will render assistance to SELLER's Engineers to solve any problems connected with their stay in Vietnam. For offshore work on BUYER's Platform, air tickets to offshore and back, accommodation, food... at offshore site at the same level with BUYER's Engineer will be borne by BUYER.
- 11.5 After achieving mechanical completion stage agreed by both Parties in writing, BUYER will inform SELLER 02 (two) week's prior notice in writing specifying the dates on which BUYER requires Commissioning Activities to be commenced. SELLER shall inform BUYER latest 01 week prior to the arrival of SELLER's Engineers all necessary instructions, regarding the consumables, normal mechanical tools... for BUYER's arrangement.
- 11.6 Installation, hook-up of the GOODS will be performed by SELLER's manpower. Start-up, commissioning and SAT will be performed by SELLER's manpower under supervision of BUYER's Engineers. SELLER is fully responsible for installation, commissioning, start-up and SAT of the GOODS.
- 11.7 SELLER himself shall be responsible for protecting, indemnifying, hold harmless BUYER from and against sickness, injury or death of his Engineers during their travel to, back from and stay in Vietnam to carry out their job related to this Contract.
- 11.8 After successful commissioning, start-up and SAT and clear all punch list of the GOODS, the parties shall conduct and sign the *Site Acceptance Protocol* with content as per Appendix No. 5 of this Contract, stating that the GOODS is properly installed, the start-up, commissioning and SAT are performed satisfactorily, the GOODS is in normal operational status, SELLER has properly completed all obligations under this Contract (except guarantee obligations). The *Site Acceptance Protocol* shall be considered as one of legal documents for BUYER to effect the payment under this Contract.
- 11.9 SELLER has the right to change his Engineers during their stay in Vietnam for the purpose as stated in this Article, provided that the commissioning, start-up and SAT as set out in this Article are not interrupted. BUYER has right to request SELLER to change his Engineer(s) during period of performance of their job at BUYER's site in case if they are expressed themselves not properly qualified for the destined job.

ARTICLE 12: WARRANTY OBLIGATION

- 12.1 SELLER undertakes to guarantee the proper functions of the GOODS for the period of months from the date of *Site Acceptance Test Protocol*, provided that the GOODS operates in the technical conditions as set out in this Contract.
- 12.2 SELLER guarantees that the GOODS supplied is sufficient for the normal operation of the whole system in accordance with the technical specifications as stated in the Technical Requirements of this Contract.



- 12.3 The GOODS supplied under this Contract will be of the highest quality and designed standard as set by SELLER for that type of the GOODS and will have certification from Certifying Agent and meet current technological achievement as required, and shall be suitable for normal operation in tropical area conditions regarding environment temperature up to 40°C, humidity up to 100% and offshore environment.
- 12.4 Proper materials of high quality will be used for manufacturing GOODS to be supplied under this Contract, and SELLER guarantee that GOODS will be supplied in new brand and its quality, quantity will be fully in compliance with the technical specifications and scope of supply as mentioned in this Contract.
- 12.5 Should any shortage of parts included into the scope of supply of GOODS be revealed, SELLER shall deliver the same to BUYER's office in Vung Tau, S. R. Vietnam free of charge and free of delivery cost within 07 days after receipt of BUYER's Claim Notification. In this case the penalty on delay delivery shall be applied until the date of receiving of the new ones by BUYER.
- 12.6 Should BUYER reveal any manufacturing defect within the guarantee period or should the quality of the GOODS and equipments, materials supplied under this Contract be not in compliance with the terms and conditions of this Contract and its Appendices, BUYER will, by BUYER's Claim Notification, notify SELLER of such defects. SELLER undertakes to proceed with the replacement, at his own expenses to eliminate these defects at BUYER's first request without any delay or deliver new GOODS to BUYER's office in Vung Tau, S. R. Vietnam free of charge.
- 12.7 Should SELLER fail to eliminate the defects as claimed, or fail to deliver new replacement parts, BUYER will have the right to eliminate such defects at SELLER's expenses without prejudice to his rights in respect of the guarantee, and SELLER undertakes to defray at first request all actual normal expenses incurred in respect of such elimination and the agreed and liquidated damages at the rate 8% (eight percent) value of non-used Goods due to defect found. Small defects not requiring SELLER's participation and/or permitting no delay will be eliminated by BUYER and charged at costs to SELLER, subject to SELLER's acceptance.
- 12.8 In case of Article 12.5, 12.6, 12.7 happen, SELLER shall compensate BUYER at the rate of the Agreed and Liquidated Damages as per Article 9 applied to the defected equipment or to the equipment which can not operate due to omitted parts. The period of the above penalty shall be calculated from the date of BUYER's Claim Notification to the Delivery Date of the replacement parts or to the date of elimination of the defects as mentioned above then minus 02 (two) weeks.
- 12.9 The guarantee conditions for the replacement part shall be equal to that indicated in this Article. In case of replacement of defective parts under the guarantee period, the guarantee period for replacement parts will be extended by the time during which it was not used due to defect found.
- 12.10 Claim for any latent defects discovered during the guarantee period of GOODS or the GOODS, per the technical conditions as stated in this Contract is to be submitted to SELLER not later than 01 (one) month after expiration of the guarantee period.
- 12.11 To substantiate the claims, BUYER shall submit to SELLER the Claim Notification which is a legal document for BUYER to make claim to SELLER. However SELLER is reserved the counterproof right by using Independent Inspector at his option and cost.
- 12.12 SELLER will inform BUYER the results of consideration of claim not later than 07 days after receipt of BUYER's Claim Notification. In case the claim proved to be justified, SELLER shall repair and/or replace the defective parts or the missing parts by the new ones of perfect quality on the conditions as mentioned in Article 12.4 of this Contract and Article 12.8 will be applied.
- 12.13 When the repair and/ or replacement is made and all related costs, expenses are settled, the claim



is to be considered as finally settled. All the claim amount, for which SELLER is to be responsible to BUYER under this Contract may be deducted by BUYER from the payment of the Contract, Performance Bond or may be recovered by law or otherwise from SELLER to be agreed by both Parties.

ARTICLE 13: PATENTS AND LICENSES

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

ARTICLE 14: ARBITRATION

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

ARTICLE 15: FORCE MAJEURE

- 15.1 Force majeure is an event occurring in an objective manner which is unforeseeable and unrecoverable despite all necessary and possible measures being taken such as war, riot, armed conflict, embargo, natural disaster (flood, storm, tornado, earthquake, tsunami), fire, epidemic/ pandemic announced by WHO/ Country, a Region/ Country blockade order imposed by the Host Government.
- 15.2 The party encountering a force majeure event that leads to the failure to perform their obligations under the contract due to the direct influence of the force majeure event is obliged to immediately notify the other party, including the provision of information, explanation on the direct impact of the force majeure event leading to the breach of contract performance with evidence to prove measures taken to remedy the problem and minimize the damage. Delay in notification, provision of information and explanation, if later than 14 calendar days after the force majeure event occurs, shall cause the party encountering the force majeure event to lose the right to waive responsibility later on due to force majeure.
- 15.3 The written confirmation by the Vietnam Chamber of Commerce and Industry or the competent authority in the area where the force majeure event occurred is the sufficient evidence to prove the force majeure event and the time of its occurrence.



- 15.4 If the force majeure event lasts more than 02 months, each party has the right to terminate this contract without having to compensate the other party.
- 15.5 Difficulties in manufacture such as lack of materials, electricity, labor; fire; strike; etc. are not considered force majeure and shall not exempt Seller from the obligation of delivery or late delivery; Information from newspapers, networks and other media is for reference only.

ARTICLE 16: EFFECTIVENESS OF CONTRACT

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

ARTICLE 17: OTHER CONDITIONS

- 17.1. All taxes, duties and custom fees in connection with the execution of this Contract levied outside Vietnam, Personal income taxes (PIT) of SELLER's personnel and taxes imposed on Contractor's sub-contractor (if any) inside Vietnam to be at SELLER's account.
All other taxes, duties and custom fees imposed on SELLER by the competent authorities of Vietnam in connection with the execution of this Contract inside Vietnam to be at BUYER's account.
SELLER has responsibility for declaring and paying personal income tax for its employees worked in Vietnam. Within 07 days from the date the employees begin working in Vietnam, SELLER has to submit to the Tax Department of Ba Ria - Vung Tau the information below: list employees, nationality, passports, working time, work undertaken, and income. At the same time SELLER sends 01 copy of those documents above to BUYER.
- 17.2. Any amendment and/or supplement of this Contract shall be valid only if they are made in writing and signed by authorized Representatives of BUYER and SELLER. If authorized representatives can not be obtained, confirmation by fax will be accepted.
- 17.3. Neither party shall be entitled to transfer its rights and obligations under this Contract to third party, except its lawful successor, without prior agreement in writing of other Party.
- 17.4. All correspondences and negotiation prior to signing of this Contract, which have content conflicted with any terms and conditions of this Contract, shall be considered null and void.
- 17.5. This Contract signed in five originals in English language, two of them for SELLER and three of them for BUYER, each one consists of ____ pages.
- 17.6 Components of Contract and legal order of precedence are as Clause 2 GCC.
- 17.7 In the event of conflict, inconsistency or ambiguity between the main text of this Contract, Appendixes thereof, the order of precedence for prevailing shall be: the main text; Appendixes. In the event of conflict, inconsistency or ambiguity between the references of the Contract, the order of precedence for prevailing shall be: SELLER's Technical Proposal ref No. ____; BUYER's Technical Requirement ITB ____.

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



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

Best regards,

FOR VIETSOVPETRO



Appendix No. 01 to the Purchase order No.

SCOPE OF SUPPLY AND PRICE TABLE

This appendix is based on requirements stated in the Invitation to Bid, Bid Proposal and agreements achieved during negotiations and finalizing contract including price (extended price) for each item and scope of supply. Price (extended price) for each item and scope of supply has included all tax, fees and charges (if any) in accordance with tax rate, fee and charge at the time of 28 days prior to bid closing time of bid proposal.

GOODS PRICE TABLE

1	2	3	4	5	6	7	8	9
No.	Description	Unit	Qty	Model, Code, Part number	Manufacturer	Origin	Unit Price (USD)	Extended Price (USD) (Column 4x8)
1	Item 1							M1
2	Item 2							M2
	...							...
15	Item 15							M15
Total price in CFR Vietsovpetro port (USD)								M=M1+M2+.. M15

**LEGAL REPRESENTATIVE OF
CONTRACTOR**

[Full name, title, signature and stamp]

**LEGAL REPRESENTATIVE OF
EMPLOYER**

[Full name, title, signature and stamp]

Appendix No. 02 to the Purchase order No.
TECHNICAL SERVICES AND PRICE TABLE

PERSONNEL:

NO.	DESCRIPTION	UNIT	QTY. FOR 1 WELL	UNIT COST	EXT. COST FOR 1 WELL
1	Offshore Engineer (Qty 2)	Day	9		
2	Offshore Technician (Qty 2)	Day	9		
TOTAL COST OF PERSONNEL FOR 01 WELL					

RENTAL TOOLS & EQUIPMENT:

NO.	DESCRIPTION	UNIT	QTY. FOR 1 WELL	UNIT COST	EXT. COST FOR 1 WELLS
1		Day	12		
2		Day	12		
3		Day	12		
TOTAL COST OF RENTAL TOOLS & EQUIPMENT FOR 01 WELL					

Appendix No. 03 to the Purchase order No.
PERFORMANCE BOND

..., date...month...year...
<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 to nor obtain the consent of GUARANTOR. This GUARANTEE would be extended upon written request of APPLICANT to cover the extension, renewal or assignment periods.*

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

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

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

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

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

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

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

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

Việc đòi tiền nhiều lần theo bảo lãnh này là được phép và theo đó, Số tiền bảo lãnh nêu trên sẽ tự động giảm tương ứng với số tiền mà Ngân hàng đã thực hiện thanh toán cho Bên thụ hưởng theo Thư bảo lãnh.
Multiple demands under this Guarantee are allowed. In such event, the Guarantee Amount aforementioned shall automatically be reduced by the amount of each and any payment made by us under this Guarantee.

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



Appendix No. 04 to the Purchase order No.

LETTER OF CREDIT SPECIMEN

SUBJECT:

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

APPLICANT: VIETSOVPETRO

(THE BUYER) 105 Le Loi Str., Vung Tau ward, HCM city

BENEFICIARY:

(THE SELLER)

ADVISING BANK:

AMOUNT: _____ USD

(In words: United State Dollars _____) – CFR Vietsovpetro port, Vung Tau ward, HCM city, S.R. Vietnam.

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

PAYMENT CONDITIONS:

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

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

1. *Bill of Lading* evidencing shipment from loading port to Vietsovpetro Petroleum Port, Vung Tau ward, HCM city, made out "To order of Buyer" (here is Vietsovpetro, address: 105 Le Loi Street, Vung Tau ward, HCM city, Vietnam), marked "freight prepaid": 1/3 original and 01 copy;
2. *Detailed Packing List* showing the content of each case or lot, gross and net weight, covering Goods as specified in Appendix No. 1 to this Purchase Order: 01 original and 01 copy;
3. *Signed Commercial Invoice* issued by the Seller for the respective shipment value, indicating term of delivery CFR Vietsovpetro Petroleum port, Vung Tau ward, HCM city, with itemized and total prices, stating the Seller's bank details and account number: 01 original and 01 copy;
4. *Certificate of Quality and Quantity*, indicating actual date of manufacturing issued by the Manufacturer: 01 original and 01 copy;
5. *Certificate of Origin*, issued or authenticated by Chamber of Commerce of manufacturer's country or export country: 01 original and 01 copy;
6. *Certificate of Warranty* issued by the Seller for the quality of Goods for the period of 18 months from the date of received Goods, or 12 months from date of successfully completed Site Acceptance Testing (SAT) whichever occurs first: 01 original and 01 copy.
7. *Export License or Letter of BENEFICIARY* stating that Export License is not necessary for export: 01 original and 01 copy.
8. *Other Certificates (if any) as required in ITB.*

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

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

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

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

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



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

COVERING:

Scope of supply, specifications, Quantity and Prices are in accordance to Appendix No. 01 of Purchase Order No. _____

SHIPMENT:

Shipment to be made from _____ Port to Vietsovpetro Port, Vung Tau ward, HCM city on the terms of – Incoterms 2020.

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

Earlier shipment is allowed.

Partial shipment is allowed: Total max ... shipments.

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

The Delivery Date is understood as the date arrival Vietsovpetro Port, Vung Tau City, S.R. Vietnam.

PACKING AND MARKING: As per Purchase Order No. __ dated _____

SPECIAL CONDITIONS:

Agreed and liquidated damages for delay of delivery:

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

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

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

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

The Letter of Credit is to be automatically cancelled within 15 days from the date of opening, if the Buyer does not receive the original Performance Bond in favour of the Buyer with the content as stated in Appendix No. 03 of this Purchase Order.



Appendix No. 05 to the Purchase order No.

FORM OF SITE ACCEPTANCE TEST PROTOCOL

Place: Vung Tau, S. R. Vietnam

Date:

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

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

have made up this Acceptance Protocol to certify that:

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

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

FOR THE BUYER

FOR THE SELLER



Appendix No. 06A to the Purchase order No.
SAMPLE LETTER OF TRANSACTION PERFORMANCE CONTRACT

Date month year 20...

To: Vietsovpetro
105 Le Loi Str., Vũng Tàu Ward, Ho Chi minh City, S.R. Vietnam

Fax: 84 254 3839 857

Attn: Mr. Tran Quoc Thang – Deputy General Director

CC: Ms. Nguyen Thi Van Anh – Manager of Commercial Department

Email: vspadmin@vietsov.com.vn

CC: Ms. Vo Thi Minh Phuong, Deputy Manager of Commercial Department
phuongvm.hq@vietsov.com.vn

- Ms. Nguyen Thi Thu Hang – Specialist of Commercial Department
hangntt@vietsov.com.vn

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

REPRESENTATIVE OF PARTY ...
(Sign and Stamp)



Appendix No. 06B to the Purchase order No.
SAMPLE LETTER OF TRANSACTION PERFORMANCE CONTRACT

Date month year 20...

To: Vietsovpetro
105 Le Loi Str., Vung Tau Ward, Ho Chi Minh City, S.R. Vietnam

Fax: 84 254 3839 857

Attn: Vietsovpetro Commercial Department / Vietsovpetro Port & Logistics Division / Oil & Gas Production Enterprise

Email: vspadmin@vietsov.com.vn

CC: Ms. Vo Thi Minh Phuong, Deputy Manager of Commercial Department
phuongvm.hq@vietsov.com.vn

- Ms. Nguyen Thi Thu Hang – Specialist of Commercial Department
hangntt@vietsov.com.vn

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

REPRESENTATIVE OF PARTY....
(Sign and Stamp)



ĐIỀU KIỆN CHUNG CỦA HỢP ĐỒNG (ĐKC)

1. Định nghĩa

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

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

2. Tài liệu hợp đồng và thứ tự ưu tiên

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

3. Luật và ngôn ngữ

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

4. Thông báo

- 4.1. Bất cứ thông báo nào của một bên gửi cho bên kia liên quan đến hợp đồng phải được thể hiện bằng văn bản, theo địa chỉ quy định tại **Hợp đồng**. Thuật ngữ “bằng văn bản” có nghĩa là hình thức



truyền đạt thông tin dưới dạng viết và có bằng chứng về việc tiếp nhận thông tin.

4.2. Thông báo của một bên sẽ được coi là có hiệu lực kể từ ngày bên kia nhận được hoặc theo ngày hiệu lực nêu trong thông báo, tùy theo ngày nào đến muộn hơn.

5. Bảo đảm thực hiện hợp đồng

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

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

b) Nộp giấy chứng nhận bảo hiểm bảo lãnh của doanh nghiệp bảo hiểm phi nhân thọ trong nước, chi nhánh doanh nghiệp bảo hiểm phi nhân thọ nước ngoài được thành lập theo pháp luật Việt Nam.

Bảo đảm thực hiện hợp đồng theo quy định tại điểm a và điểm b khoản này là bảo đảm không có điều kiện (trả tiền khi có yêu cầu), theo mẫu quy định tại Phần 4 hoặc một mẫu khác được Chủ đầu tư chấp thuận.

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

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

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

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

6. Ký hợp đồng thầu phụ

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

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

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

7. Giải quyết tranh chấp

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

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

8. Phạm vi cung cấp

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

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

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

10. Trách nhiệm của Nhà thầu

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

11. Loại hợp đồng và giá hợp đồng

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

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

12. Thuế, phí, lệ phí

12.1. Nhà thầu chịu trách nhiệm đối với toàn bộ chi phí về thuế, phí, lệ phí phát sinh cho đến khi hàng hóa được giao cho Chủ đầu tư.

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

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

13. Tam ứng

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

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

14. Thanh toán

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

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

14.3. Đồng tiền thanh toán là VNĐ.

15. Quyền tác giả

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

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

16.1. Chủ đầu tư và Nhà thầu phải bảo mật bất kỳ tài liệu, dữ liệu hoặc thông tin nào khác liên quan đến hợp đồng do một bên cung cấp trực tiếp hoặc gián tiếp cho bên kia, không được tiết lộ tài liệu, dữ liệu hoặc thông tin đó cho bên thứ ba nếu không có văn bản đồng ý của bên kia cho dù tài liệu, dữ liệu hoặc thông tin đó được cung cấp trước, trong hoặc sau khi hoàn thành hoặc chấm



dứt hợp đồng. Nhà thầu có thể chuyển cho nhà thầu phụ các tài liệu, dữ liệu và thông tin phù hợp do Chủ đầu tư cung cấp để nhà thầu phụ thực hiện công việc của mình theo hợp đồng; trong trường hợp này, nhà thầu phụ phải có cam kết với Nhà thầu về việc bảo mật các tài liệu, dữ liệu hoặc thông tin đó.

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

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

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

16.4. Các quy định tại Mục 16 ĐKC không làm thay đổi bất kỳ cam kết bảo mật nào do một bên đưa ra trước ngày ký hợp đồng liên quan đến việc cung cấp hàng hóa, dịch vụ.

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

17. Thông số kỹ thuật và tiêu chuẩn

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

18. Đóng gói hàng hóa

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

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

19. Bảo hiểm

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

20. Vận chuyển và các dịch vụ phát sinh

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

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

- a) Thực hiện việc lắp đặt hoặc giám sát việc lắp đặt tại hiện trường, chạy thử hàng hóa;

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

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

21. Kiểm tra và thử nghiệm hàng hóa

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

22. Phạt và bồi thường thiệt hại

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

23. Bảo hành

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

23.2. Nhà thầu bảo đảm hàng hóa không phát sinh khiếm khuyết do bất kỳ hành động hay sơ suất nào từ phía Nhà thầu hoặc do thiết kế, vật liệu hoặc kỹ thuật chế tạo khi hàng hóa được sử dụng bình thường trong các điều kiện phổ biến tại Việt Nam.

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

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

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

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

24. Bồi thường vi phạm sáng chế

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

- a) Việc lắp đặt hàng hóa do Nhà thầu thực hiện hoặc việc sử dụng hàng hóa tại Việt Nam;
- b) Việc bán các sản phẩm được sản xuất từ hàng hóa.

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

do Nhà thầu cung cấp theo hợp đồng.

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

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

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

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

25. Thay đổi liên quan đến pháp lý

Trừ trường hợp có quy định khác tại hợp đồng, kể từ 28 ngày trước ngày có thời điểm đóng thầu trở về sau, nếu có bất kỳ chính sách nào được ban hành, thay thế, sửa đổi hoặc tuyên bố hết hiệu lực tại Việt Nam gây ảnh hưởng đến ngày giao hàng và/hoặc giá hợp đồng thì ngày giao hàng hoặc giá hợp đồng phải được điều chỉnh tương ứng với mức độ ảnh hưởng của nhà thầu khi thực hiện các nghĩa vụ theo hợp đồng. Phần tăng hoặc giảm giá hợp đồng không được thanh toán riêng hay ghi nhận khoản phải trả riêng nếu việc tăng hoặc giảm giá hợp đồng này đã được quy định tại Mục 11 ĐKC.

26. Bất khả kháng

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

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

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

26.4. Khi xảy ra sự kiện bất khả kháng, nhà thầu bị ảnh hưởng bởi sự kiện bất khả kháng phải kịp thời thông báo bằng văn bản cho bên kia về sự kiện đó và nguyên nhân gây ra sự kiện trong vòng 14 ngày kể từ ngày xảy ra sự kiện bất khả kháng. Đồng thời, chuyển cho bên kia giấy xác nhận về sự kiện bất khả kháng đó được cấp bởi một tổ chức có thẩm quyền tại nơi xảy ra sự kiện bất khả kháng.

Nhà thầu bị ảnh hưởng bởi sự kiện bất khả kháng phải tiếp tục thực hiện các nghĩa vụ hợp đồng theo hoàn cảnh thực tế cho phép và phải tìm mọi biện pháp hợp lý để hạn chế hậu quả của sự việc bất khả kháng.



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

27. Sửa đổi hợp đồng

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

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

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

27.3. Trường hợp Nhà thầu cung cấp hàng hóa với phiên bản mới của cùng hãng sản xuất, có cùng xuất xứ, có tính năng kỹ thuật, cấu hình, thông số... tương đương hoặc tốt hơn phiên bản hàng hóa Nhà thầu đề xuất trong HSDT và đáp ứng yêu cầu HSMT thì Nhà thầu phải thông báo trước bằng văn bản cho Chủ đầu tư để Chủ đầu tư xem xét. Trong trường hợp này, căn cứ nhu cầu sử dụng, Chủ đầu tư có thể chấp thuận đề xuất của Nhà thầu với điều kiện là đơn giá và các điều kiện khác của hợp đồng không thay đổi.

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

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

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

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

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

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

Trường hợp đề xuất của Nhà thầu được Chủ đầu tư chấp thuận và làm giảm giá hợp đồng, Chủ đầu tư thanh toán cho Nhà thầu theo tỷ lệ quy định tại **Hợp đồng** đối với phần giá trị giảm giá hợp đồng.

Trường hợp đề xuất của Nhà thầu được Chủ đầu tư chấp thuận và làm tăng giá hợp đồng nhưng giảm chi phí vòng đời do tác động của các yếu tố quy định tại các Điểm a, b, c và d Khoản này, Chủ đầu tư thanh toán cho Nhà thầu theo phân giá trị tăng giá hợp đồng.

28. Điều chỉnh tiến độ thực hiện hợp đồng

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

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

29. Chấm dứt hợp đồng

29.1. Chấm dứt hợp đồng do sai phạm

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

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

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

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

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

30. Hạn chế xuất khẩu

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



CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM

Độc lập - Tự do - Hạnh phúc

HỢP ĐỒNG SỐ:

V/v: Cung cấp, Lô 09-1 (Gói thầu VT-...../26-KT)

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

Hôm nay, ngày ____ tháng ____ năm 2026, các bên gồm

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

Địa chỉ : 105 Le Loi, Phường Vũng Tàu, TP Hồ Chí Minh, Việt Nam
Điện thoại : 0254 3839 871 / 3839 872
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Mã số thuế : 3500102414
Đại diện : Ông – **Tổng giám đốc** (hoặc theo Ủy quyền)

BÊN BÁN: CÔNG TY – Gọi tắt là Bên B

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

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

Điều 1: Đối tượng hợp đồng

Bên A đồng ý mua và Bên B đồng ý bán “..... - **Lô 09-1**” (sau đây gọi tắt là “Hàng hóa”) với chủng loại, số lượng, đặc điểm kỹ thuật, đơn giá, giá trị hàng hóa theo Phụ lục số 01 của hợp đồng và là một phần thống nhất và không tách rời của hợp đồng này.

Hàng hóa của hợp đồng được Vietsovpetro sử dụng cho hoạt động dầu khí tại Lô 09.1.

Điều 2: Giá trị hợp đồng

2.1 Giá trị hợp đồng là:VNĐ (bằng chữ:)

Giá trị hợp đồng trên không bao gồm thuế nhập khẩu, không bao gồm thuế GTGT của giá trị hàng hóa nhập khẩu ghi trên Tờ khai Hải quan nhưng đã bao gồm các loại thuế, phí, lệ phí phát sinh trong lãnh thổ Việt Nam. Thuế nhập khẩu và thuế GTGT trên được miễn theo Hiệp định liên Chính phủ cho hàng hóa Lô 09.1. Bên B được sử dụng Hạn mức nhập khẩu Lô 09.1 của Bên A để làm thủ tục nhập khẩu hàng hóa và miễn thuế theo Hiệp định. Thuế GTGT áp dụng theo Luật thuế GTGT hiện hành.

2.2 Giá trị của Hợp đồng nêu trên được tính trên cơ sở giao HÀNG HÓA tại kho Vietsovpetro, Vũng Tàu. Giá trên là giá bán hàng hóa bao gồm nhưng không giới hạn bởi giá trị hàng hóa, chi phí thiết kế, mua sắm, chế tạo, chi phí cho cơ quan đăng kiểm độc lập phê duyệt, phí vận chuyển, tài

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

2.3 Giá trên bao gồm:

Giá trị HÀNG HÓA: VND là trọn gói, giá cố định và không thay đổi trong suốt thời gian Hợp đồng có hiệu lực.

GIÁ TRỊ DỊCH VỤ KỸ THUẬT: VND

2.4 Phạm vi lựa chọn: Bên A có quyền bổ sung hợp đồng cho những phạm vi công việc lựa chọn như quy định tại Phụ lục số 01 bằng việc gửi yêu cầu bằng văn bản cho Bên B. Trong trường hợp đó, giá trị Hợp đồng tại Điều 2.1 sẽ được điều chỉnh tương ứng.

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

3.1 Quy cách, số lượng, chất lượng, chủng loại, ký mã hiệu, hãng sản xuất, nước sản xuất, năm sản xuất và những thông số khác của hàng hóa do Bên B cung cấp phải phù hợp với quy định nêu trong Phụ lục số 01 của hợp đồng này. Hàng hóa mới 100%, chưa qua sử dụng và trong tình trạng sử dụng tốt, được sản xuất năm

3.2 Hồ sơ kèm theo hàng hóa gồm:

- 02 Hóa đơn thuế GTGT (Bản gốc);
- Chứng chỉ xuất xứ (C/O) do phòng Thương mại hoặc Tổ chức có thẩm quyền của nước sản xuất hoặc nước xuất khẩu hàng cấp (Bản gốc / Bản điện tử có kèm đường link để kiểm tra);
- Chứng chỉ số lượng và chất lượng (C/Q) có thể hiện năm sản xuất của hàng hóa do nhà sản xuất cấp (Bản gốc);
- Các chứng chỉ khác (theo các yêu cầu kỹ thuật của HSMT) (Bản gốc);
- Chứng chỉ bảo hành của Bên B bảo hành kể từ ngày giao hàng (Bản gốc);
- Tờ khai hải quan hàng hóa nhập khẩu (Bản copy);
- Tài liệu kỹ thuật của hàng hóa (nếu có).

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

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

4.1 Hàng hóa được giao phải phù hợp với yêu cầu quy định tại Điều 1 và Điều 3 của hợp đồng này trong thời hạn là **16 tuần kể từ ngày ký hợp đồng đến ngày giao hàng tại kho của Bên A.** Ngày giao hàng của hợp đồng này được ghi trong Biên bản giao nhận hàng do đại diện hai Bên ký như quy định tại mục 4.8 dưới đây.

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

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

- 4.4 Hàng hóa được giao tối đa lần vào kho của Bên A tại tại số 67, đường 30/4, phường Rạch Dừa, Tp. Hồ Chí Minh. Bên B cam kết giao hàng đúng số lần quy định.
- 4.5 Dỡ hàng từ phương tiện của bên B do Bên A đảm nhận bằng phương tiện, nhân lực và chi phí của mình.
- 4.6 Trong vòng 02 ngày trước khi giao hàng, Bên B phải thông báo bằng văn bản cho Bên A biết về số lượng, quy cách đóng gói hàng hóa để Bên A bố trí nhân lực và phương tiện bốc dỡ.
- 4.7 Người của Bên B đến giao hàng phải có giấy giới thiệu của người đại diện ký Hợp đồng của Bên B.
- 4.8 Đại diện của Liên Doanh Việt - Nga 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 số 02 của hợp đồng này) sẽ ghi rõ số lượng, tình trạng, các hồ sơ giao kèm theo hàng hóa. Biên bản giao nhận hàng phải được Lãnh đạo Xí nghiệp Dịch vụ và Lãnh đạo Đơn vị đặt hàng phê duyệt. Biên bản giao nhận hàng là căn cứ để Bên A thanh toán cho Bên B.
- 4.9 Trong trường hợp cần thiết, bằng chi phí của mình, Bên A (giao cho Xí nghiệp Dịch vụ) có quyền trưng cầu cơ quan giám định độc lập tham gia giám định hàng hóa. Trong vòng 3 ngày làm việc kể từ khi kết thúc giám định, cơ quan giám định độc lập cung cấp Chứng thư giám định tình trạng và số lượng hàng hóa. Chứng thư giám định hàng hóa là căn cứ pháp lý để Bên A khiếu nại Bên B.
- 4.10 Bên B phải đảm bảo khi giao Hàng hóa cho Bên A phải có kèm theo đầy đủ các chứng từ như quy định tại **Điều 3** của Hợp đồng này. Trong trường hợp Bên B giao hàng tới kho của Bên A tại số 67, đường 30/4, phường Rạch Dừa, Tp. Hồ Chí Minh nhưng chưa có đầy đủ các chứng từ theo quy định thì Bên A đồng ý cho Bên B tạm gửi hàng tại kho để chờ tập hợp đầy đủ các chứng từ cho việc giao nhận Hàng hóa chính thức.
- Bên A đồng ý miễn phí lưu kho đối với lô Hàng tạm gửi này của Bên B trong 05 ngày lịch đầu tiên. Kể từ ngày thứ 6 trở đi, Bên B sẽ phải trả cho Bên A chi phí lưu kho của lô Hàng theo mức đơn giá lưu kho hiện hành của Bên A đang áp dụng cho các khách hàng của Bên A. Chi phí lưu kho này sẽ được Bên A khấu trừ thẳng vào giá trị mà Bên A thanh toán cho Bên B theo quy định của Hợp đồng này hoặc những khoản thanh toán ở những Hợp đồng khác đã ký giữa Hai bên.
- 4.11 Bên A có quyền từ chối nhận Hàng nếu Hàng hoá khi giao không đảm bảo chất lượng, như đã quy định ở Điều 1, Phụ lục số 01 cũng như không có đầy đủ bộ chứng từ đi kèm như quy định tại Điều 3 của Hợp đồng này.

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

- 5.1 Hàng hóa giao theo Hợp đồng này sẽ được đóng trong bao bì thích hợp theo tiêu chuẩn xuất khẩu, bảo đảm cho hàng hoá không bị hư hại, ăn mòn trong quá trình vận chuyển và thuận tiện cho bốc xếp, bốc dỡ.
- 5.2 Bên B hoàn toàn chịu trách nhiệm trong trường hợp hàng hoá bị mất mát, hư hỏng do thiếu sót trong việc đóng gói Hàng hoá.
- 5.3 Hàng hoá có thể được ghi rõ ràng bằng sơn không xóa được trên bề mặt hoặc in trên tấm ghi nhãn dính trên từng kiện với các thông tin sau bằng tiếng Anh hay tiếng Việt:
- Tên nhà sản xuất.
 - Tên Hàng.
 - Khối lượng (nếu có).
 - Số Hợp đồng (nếu có).
- 5.4 Bên B chịu toàn bộ phí tổn đối với mọi mất mát/ hư hại của Hàng hoá trong quá trình bốc xếp, bốc dỡ, vận chuyển do ghi ký mã hiệu không đúng, không đầy đủ cũng như chịu mọi chi phí vận chuyển, bảo quản, mất mát phát sinh thêm do Hàng hóa bị gửi nhầm địa chỉ do ghi ký mã hiệu sai.

Điều 6: Trách nhiệm do vi phạm hợp đồng

- 6.1 **HÀNG HÓA:** Nếu Bên B giao hàng bị chậm, không đúng thời hạn như qui định ở mục 4.1 của hợp đồng này thì Bên B phải chịu phạt 0,2%/ngày cho 10 ngày lịch chậm đầu tiên; phạt 0,3%/ngày cho những ngày lịch tiếp theo tính trên tổng số giá trị hàng của hợp đồng cho đến mức tổng số tiền phạt không quá 08% giá trị của phần hợp đồng bị vi phạm.
DỊCH VỤ: Chậm trễ trong việc bắt đầu và hoàn thành trách nhiệm thực hiện DỊCH VỤ như quy định tại Điều 12. Áp dụng mức phạt là 0,5% cho mỗi ngày chậm tính trên giá trị dịch vụ (bao gồm ngày mob người và ngày chậm hoàn thành theo số ngày phải hoàn thành dịch vụ quy định trong hợp đồng). Tổng mức phạt liên quan đến việc chậm trễ trong việc thực hiện DỊCH VỤ không vượt quá 8% giá trị dịch vụ.
- 6.2 Nếu bên B không giao đủ số lượng, chủng loại hàng hóa (như quy định ở Điều 1 của hợp đồng này) thì bên B vi phạm nghĩa vụ giao hàng theo hợp đồng này và phải chịu phạt một khoản tiền bằng 08% giá trị của phần hợp đồng bị vi phạm.
- 6.3 Nếu Bên B giao hàng không đảm bảo chất lượng như qui định tại Điều 2 của hợp đồng thì Bên A sẽ không nhận hàng và phạt Bên B theo mức phạt không giao đủ hàng như quy định tại mục 6.2 của hợp đồng này. Bên A có quyền chấp nhận / không chấp nhận việc Bên B sẽ cung cấp hàng mới thay thế cho hàng không đảm bảo chất lượng trên.
- 6.4 Vi phạm do cung cấp chậm / cung cấp không đủ hàng hóa:
- 6.4.1. Nếu Bên B giao hàng chậm quá 60 ngày lịch so với thời gian quy định tại mục 4.1 của hợp đồng này, ngoại trừ trường hợp bất khả kháng, thì Bên A có quyền:
- a) Chỉ định bên thứ 3 có khả năng cung cấp hàng hóa. Trong trường hợp đó Bên B có trách nhiệm ký hợp đồng với bên được chỉ định để tiếp tục thực hiện công việc cung cấp cho bên A.
Hoặc:
- b) Trực tiếp ký hợp đồng mua hàng/hàng hóa kèm dịch vụ của Bên thứ 3 để tiếp tục thực hiện công việc của hợp đồng. Trong trường hợp đó Bên B phải trả khoản tiền chênh lệch và các chi phí liên quan nếu có.
Hoặc:
- c) Đơn phương chấm dứt thực hiện hợp đồng và trong trường hợp này Bên B phải chịu phạt một khoản tiền bằng 08% giá trị của cả hợp đồng.
- 6.4.2. Nếu Bên B giao hàng chậm (một phần hàng hoá) quá 60 ngày lịch so với thời gian quy định tại mục 4.1 của hợp đồng này, ngoại trừ trường hợp bất khả kháng, thì Bên A có quyền:
- a) Chỉ định bên thứ 3 có khả năng cung cấp hàng hóa. Trong trường hợp đó Bên B có trách nhiệm ký hợp đồng với bên được chỉ định để tiếp tục thực hiện công việc cung cấp cho bên A.
Hoặc:
- b) Trực tiếp ký hợp đồng mua hàng/hàng hoá kèm dịch vụ của Bên thứ 3 để tiếp tục thực hiện công việc của hợp đồng. Trong trường hợp đó Bên B phải trả khoản tiền chênh lệch và các chi phí liên quan nếu có.
Hoặc:
- c) Đơn phương chấm dứt thực hiện tiếp hợp đồng và trong trường hợp này Bên B phải chịu phạt một khoản tiền bằng 08% giá trị của cả hợp đồng.
- 6.5 Tổng các loại phạt không vượt quá 08% giá trị hợp đồng.
- 6.6 Giá trị hợp đồng bị vi phạm ghi ở Điều 5 của hợp đồng này là giá trị không có thuế GTGT và không bao gồm thuế nhập khẩu.
- 6.7 Để thu hồi khoản tiền phạt vi phạm, Bên A sẽ toàn quyền: 1) Khấu trừ khoản tiền phạt vi phạm từ các khoản tiền mà Bên A sẽ thanh toán cho Bên B tại Hợp đồng này hoặc theo các hợp đồng khác được ký kết giữa hai bên; 2) Yêu cầu Ngân hàng cấp Bảo đảm thực hiện hợp đồng thanh toán ngay khoản tiền Bên B mở bảo lãnh cho Bên A ; 3) Bằng văn bản, yêu cầu Bên B thanh toán. Trong mọi trường hợp, Bên B cam kết nghiêm túc thực hiện nghĩa vụ thanh toán của mình

cho Bên A.

- 6.8 Nếu Bên B giao hàng hoá vượt số lần giao nhận như quy định tại Điều 4 của hợp đồng này thì Bên B đã vi phạm điều kiện giao nhận hàng và phải chịu trách nhiệm thanh toán các chi phí liên quan tới giao nhận hàng hoá cho lần giao hàng vượt quá số lần giao hàng theo hợp đồng này theo mức đơn giá hiện hành của bên A đang áp dụng cho các khách hàng của bên A.
- 6.9 Việc bồi thường thiệt hại (nếu có) được thực hiện theo quy định của pháp luật Việt Nam.

Điều 7: Bảo hành

- 7.1 Bên B chịu trách nhiệm bảo hành chất lượng của hàng hóa trong thời hạn **12 tháng** kể từ ngày giao hàng. Điều kiện bảo hành theo đúng tiêu chuẩn bảo hành của nhà sản xuất.
- 7.2 Trong thời gian bảo hành nếu Bên A phát hiện có hư hỏng, sai sót về chất lượng hàng hóa thì Bên A sẽ thông báo kịp thời bằng fax/email cho Bên B biết để cùng nhau xác minh. Việc xác minh sai sót về chất lượng phải được Bên B tiến hành không chậm quá 15 ngày lịch kể từ ngày Bên B nhận được thông báo. Việc xác minh phải được lập thành biên bản, trong đó ghi rõ kết luận về nguyên nhân gây ra hư hỏng, xác định trách nhiệm thay thế cái mới/sửa chữa các hư hỏng đó thuộc về bên nào và thời hạn thay thế/sửa chữa làm căn cứ pháp lý trong thực hiện hợp đồng này.
- 7.3 Tùy mức độ hư hỏng, nhưng không quá 15 ngày lịch kể từ ngày có kết luận về nguyên nhân hư hỏng, sai sót về chất lượng hàng hóa do lỗi của Bên B thì Bên B phải tiến hành sửa chữa các sai sót về chất lượng hoặc đổi lại hàng mới cho Bên A.
- 7.4 Trong thời hạn 07 ngày lịch kể từ ngày nhận được thông báo của Bên A, nếu Bên B không trả lời thì coi như đã chấp nhận có sai sót về chất lượng hàng do lỗi của mình và có trách nhiệm phải sửa chữa các sai sót đó hoặc đổi lại hàng mới ngay trong vòng 15 ngày kể từ ngày nhận được thông báo của Bên A.
- 7.5 Nếu Bên B tiến hành sửa chữa hoặc đổi lại hàng mới bị chậm so với thời hạn qui định ở mục 7.3 và 7.4 của hợp đồng này thì Bên B phải chịu phạt theo mức phạt giao hàng chậm như qui định ở mục 6.1 của hợp đồng này.
- 7.6 Trong thời hạn quy định trên tại điều 7 của hợp đồng này, nếu Bên B không tiến hành khắc phục (sửa chữa các sai sót về chất lượng do lỗi của mình hoặc đổi lại hàng mới) thì Bên A có quyền tiến hành khắc phục (sửa chữa và/hoặc thay mới) và Bên B phải hoàn trả lại cho Bên A toàn bộ chi phí khắc phục, đồng thời phải chịu phạt 8% giá trị của mặt hàng này. Cách thức Bên A thu hồi tiền phạt từ Bên B quy định tại điều 6.8 của hợp đồng này.
- 7.7 Hàng hóa sau khi được Bên B sửa chữa và thay thế trong thời kỳ bảo hành sẽ được Bên B bảo hành lại 12 tháng kể từ ngày bàn giao (có Biên bản giao nhận hàng như quy định tại Phụ lục số 02 của hợp đồng này).

Điều 8: Thanh toán

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

8.1.1 Lần 1: Bên A thanh toán cho Bên B 100% giá trị hóa đơn hàng đã giao bằng phương thức chuyển khoản qua ngân hàng trong vòng 30 ngày làm việc kể từ ngày nhận được bộ chứng từ thanh toán gồm:

- 02 Hóa đơn thuế GTGT (02 bản gốc), đồng tiền ghi trên Hóa đơn là đồng Việt Nam, trong đó:
 - + Hóa đơn số 01: Cho giá trị hàng hóa được miễn thuế GTGT và thuế nhập khẩu ở khâu nhập khẩu. Trên hóa đơn chỉ ghi dòng giá bán là giá không có thuế GTGT. Dòng thuế suất và giá trị thuế GTGT không ghi và được gạch bỏ hoặc theo các quy định hiện hành của pháp luật tại ngày xuất hóa đơn; Tỷ giá quy đổi sang VND lấy theo tỷ giá ghi trên tờ khai Hải quan.
 - + Hóa đơn số 02: Cho phần phát sinh chênh lệch giữa giá trị hàng hóa đã khai báo tại khâu nhập khẩu và giá trị hàng hóa ghi trong hợp đồng này. Trên hóa đơn, dòng thuế suất và giá trị thuế GTGT ghi giá trị phù hợp với quy định hiện hành.
- 01 bản gốc Biên bản giao nhận hàng (Điều 4.8 của Hợp đồng này).

- Chứng thư giám định (nếu có trưng cầu quy định tại Điều 4.9 của Hợp đồng này).
- Các chứng từ (theo quy định tại Điều 3.2 của Hợp đồng này).
- Bảo đảm thực hiện Hợp đồng (01 bản copy).
- Tờ khai Hải quan hàng nhập khẩu (bản copy)

8.1.2 **Lần 2:** BÊN A thanh toán **100% giá trị hóa đơn DỊCH VỤ**, sau khi BÊN B đã hoàn tất các công việc lắp đặt, vận hành chạy thử theo như quy định tại Điều 12 trên cơ sở chứng từ sau:

- Công văn đề nghị thanh toán của BÊN B: bản gốc
- 01 Hóa đơn thuế GTGT (VND) cho phần DỊCH VỤ: bản gốc
- *Biên Bản Nghiệm Thu* quy định tại Điều 12.5: bản gốc

8.2 Bên A chỉ thanh toán cho Bên B đối với hàng hóa hoàn toàn phù hợp với yêu cầu nêu trong hợp đồng.

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

- Số tài khoản:
- Tên Ngân hàng
- Người thụ hưởng:

8.4 Phí chuyển tiền do Bên A chịu.

Điều 9: Bảo đảm thực hiện Hợp đồng

9.1 Trong vòng 07 ngày làm việc sau ngày ký hợp đồng (ghi tại trang 01 của hợp đồng), Bên B phải nộp giấy bảo lãnh thực hiện hợp đồng (Phụ lục số 03 của hợp đồng này) được cấp bởi Ngân hàng có uy tín. Giá trị Bảo đảm thực hiện hợp đồng bằng 03% tổng giá trị hợp đồng. Giấy bảo lãnh này có hiệu lực bằng thời hạn giao hàng quy định tại mục 4.1 hợp đồng này cộng thêm 60 ngày lịch.

9.2 Mọi chi phí liên quan đến việc phát hành giấy bảo lãnh thực hiện hợp đồng do Bên B chịu.

9.3 Trong thời gian quy định tại mục 9.1 nêu trên, Bên B phải nộp bản gốc bảo lãnh thực hiện hợp đồng cho Bên A. Nếu sau thời gian quy định nói trên, Bên A không nhận được bảo lãnh thực hiện Hợp đồng thì Bên A có quyền đơn phương chấm dứt Hợp đồng và không hoàn trả Bảo đảm dự thầu của Bên B hoặc áp dụng quy định tại mục 6.7 của Hợp đồng này.

9.4 Bên B không được nhận lại Bảo đảm thực hiện hợp đồng trong trường hợp Bên B từ chối/không thực hiện hợp đồng sau khi ký hợp đồng.

9.5 Trong trường hợp Bên B vi phạm trách nhiệm thực hiện hợp đồng theo quy định tại hợp đồng này thì khoản tiền bảo đảm được Bên A dùng để khấu trừ tiền phạt.

9.6 Bên B phải ngay lập tức yêu cầu Ngân hàng phát hành giấy bảo lãnh thực hiện hợp đồng thực hiện sửa đổi giấy Bảo đảm thực hiện Hợp đồng trong trường hợp cần gia hạn thời gian hiệu lực của Bảo lãnh này vì lý do chậm giao hàng hoặc gia hạn thời hạn giao hàng, đồng thời gửi ngay cho Bên A giấy Bảo lãnh đã gia hạn hiệu lực. Trường hợp Bên B chậm gia hạn hiệu lực bảo lãnh khi có yêu cầu của Bên A bằng văn bản thì Bên B sẽ chịu phạt 0,2% giá trị bảo lãnh tương ứng/mỗi ngày chậm. Tổng giá trị phạt này không vượt quá 08% giá trị bảo lãnh tương ứng.

Điều 10: Bất khả kháng

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

10.2 Bên gặp sự kiện bất khả kháng dẫn đến việc không thực hiện được nghĩa vụ theo hợp đồng do ảnh hưởng trực tiếp bởi các sự kiện bất khả kháng có nghĩa vụ phải ngay lập tức thông báo cho



bên kia biết, bao gồm cung cấp thông tin, giải trình về sự ảnh hưởng trực tiếp của sự kiện bất khả kháng đến việc vi phạm thực hiện hợp đồng kèm chứng cứ chứng minh, các biện pháp đã được thực hiện để khắc phục vấn đề và giảm thiểu tổn thất. Việc chậm thông báo, cung cấp thông tin và giải trình nếu trễ hơn 14 ngày lịch sau khi sự kiện bất khả kháng xảy ra sẽ làm cho bên gặp bất khả kháng mất quyền miễn trách sau này vì lý do bất khả kháng.

- 10.3 Văn bản xác nhận của Phòng Thương mại và Công nghiệp Việt Nam hoặc cơ quan có thẩm quyền ở nơi xảy ra sự kiện bất khả kháng là bằng chứng đủ để chứng minh sự kiện và thời gian xảy ra bất khả kháng.
- 10.4 Nếu sự kiện bất khả kháng kéo dài hơn 02 tháng, mỗi bên đều có quyền chấm dứt hợp đồng này mà không phải bồi thường bất cứ một khoản tiền nào cho bên kia.
- 10.5 Các khó khăn trong sản xuất như thiếu vật tư, điện, nhân công, đình công... không được coi là bất khả kháng và không miễn cho Bên B nghĩa vụ giao hàng hoặc giao hàng muộn; Các thông tin từ trang báo, mạng và các phương tiện truyền thông khác chỉ mang tính chất tham khảo.

Điều 11: Giải quyết tranh chấp

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

ĐIỀU 12: GIÁM SÁT LẮP ĐẶT VÀ CHẠY THỬ

- 12.1 Sau khi hoàn thành việc giao nhận HÀNG HÓA nhưng không ít hơn 15 ngày trước ngày dự định thực hiện công việc giám sát lắp đặt và chạy thử, BÊN A sẽ thông báo cho BÊN B bằng văn bản về ngày dự định thực hiện công tác giám sát lắp đặt và chạy thử. Không ít hơn 5 ngày kể từ ngày thông báo của BÊN A, BÊN B phải xác nhận bằng văn bản về việc cử chuyên gia đến thực hiện công việc nêu trên và thông báo cho BÊN A về các thông tin cần thiết (tên, ngày tháng năm sinh, số hộ chiếu / CMND, ...) của các chuyên gia được cử đến thực hiện công việc giám sát của hợp đồng này để BÊN A chuẩn bị các thủ tục tiếp nhận. Trong trường hợp BÊN B chậm trễ huy động chuyên gia đến công trường của BÊN A để thực hiện công việc giám sát lắp đặt và chạy thử tính từ thời điểm BÊN A yêu cầu chính thức trong công văn, BÊN B sẽ chịu phạt theo quy định tại điều 6.1.
- 12.2 Các chuyên gia của BÊN B phải được cấp chứng chỉ huấn luyện an toàn trước khi thực hiện công việc trên công trình biển của BÊN A và phải tuân thủ các qui định về an toàn và kỷ luật lao động tại công trường của BÊN A trong suốt thời gian thực hiện công việc giám sát nêu trên.
- 12.3 Tất cả chi phí cho việc đi và đến Việt Nam của các chuyên gia BÊN B bao gồm vé máy bay khứ hồi, đi lại, ăn, ở khách sạn sẽ do BÊN B chi trả. BÊN A chịu trách nhiệm đưa các chuyên gia của BÊN B từ bờ ra công trường ngoài khơi của BÊN A và ngược lại cũng như sẽ đảm bảo cho các chuyên gia của BÊN B nơi ở, thức ăn, các dịch vụ y tế và các điều kiện làm việc khác như điều kiện đối với chuyên gia của BÊN A tại công trường.
- 12.4 BÊN B sẽ chịu trách nhiệm trong việc bảo đảm cho các chuyên gia của mình đối với bệnh tật, bị thương hay tử vong trong suốt thời gian đến, trở về và ở Việt nam để thực hiện công việc liên quan đến Hợp đồng.
- 12.5 Sau khi hoàn thành công tác giám sát lắp đặt, tiền chạy thử, chạy thử và hoàn thành hết các punch list, đại diện của hai BÊN sẽ ký **Biên bản xác nhận hoàn thiện công việc giám sát lắp đặt và chạy thử (Acceptance Protocol)**. Nội dung của Biên bản này được qui định tại **Phụ lục số 5** của hợp đồng này. Biên bản này là một chứng từ cần thiết để thực hiện thanh toán chi phí cho công tác



- giám sát lắp đặt và chạy thử được qui định trong Hợp đồng.
- 12.6 Việc hai BÊN ký Biên bản xác nhận BÊN B đã hoàn thiện công việc giám sát lắp đặt và chạy thử tại công trường của BÊN A không giải phóng BÊN B khỏi trách nhiệm bảo hành như qui định tại Điều 7 của Hợp đồng này.
- 12.7 Hai BÊN sẽ phối hợp và tạo điều kiện thuận lợi nhất để thực hiện công việc giám sát lắp đặt và chạy thử trong thời gian ba mươi (30) ngày đối với toàn bộ cụm thiết bị. BÊN B sẽ chịu trách nhiệm thực hiện bao gồm nhưng không giới hạn các công việc sau:
- 12.7.1 Kiểm tra.....
- 12.7.2
- 12.7.3
- 12.7.4
- 12.7.5 Tiến hành
- 12.7.6 Nghiệm thu, ký Acceptance Protocol.
- 12.8 Trong trường hợp thời gian BÊN B hoàn thành công việc lắp đặt, chạy thử quá ... ngày mà do lỗi của BÊN B thì BÊN B sẽ chịu phạt theo điều 6.1.
- 12.9 Nếu thời gian việc giám sát lắp đặt và chạy thử bị kéo dài so với qui định của Hợp đồng (8 tiếng/ngày) không do lỗi của BÊN B thì BÊN A phải trả thêm các chi phí làm thêm giờ (overtime) từ giờ thứ 9 trở đi là: USD/giờ theo tỷ giá VND/ USD.

Điều 13: Các điều khoản khác

- 13.1 Bất kỳ sự sửa đổi, bổ sung nào đối với Hợp đồng này đều phải được lập thành văn bản và có chữ ký của cả hai bên. Mọi giao dịch trong quá trình thực hiện Hợp đồng được các Bên thực hiện bằng văn bản và gửi theo đường bưu chính hoặc theo số Fax tới địa chỉ đăng ký hoặc số Fax của mỗi Bên ghi trong hợp đồng và email đến địa chỉ email...theo mẫu thể hiện tại Phụ lục số 04 (A, B) kèm theo.
- 13.2 Những điều không quy định hoặc quy định không đầy đủ trong Hợp đồng này sẽ căn cứ vào luật pháp Việt Nam hiện hành.
- 13.3 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.
- 13.4 Trong quá trình thực hiện hợp đồng trường hợp xảy ra tranh chấp thì các văn bản dẫn chiếu được xem xét theo thứ tự ưu tiên xử lý theo mục Mục 2.2 ĐKC.
- 13.5 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.
- 13.6 Hết thời hạn hiệu lực của hợp đồng, nếu hai bên không có khiếu nại gì coi như hợp đồng đã được thanh lý.
- 13.7 Hợp đồng gồm trang và 04 Phụ lục (Phụ lục số 01: Phạm vi cung cấp và bảng giá trị, Phụ lục số 02: Biên bản giao nhận hàng, Phụ lục số 03: Bảo lãnh Thực hiện Hợp đồng, Phụ lục số 04 (A, B): Mẫu Phương thức giao dịch và Phụ lục số 05: Acceptance Protocol) được lập thành 06 bản bằng tiếng Việt (có sử dụng tiếng Anh mô tả hàng hóa tại Phụ lục số 01), các bản có giá trị pháp lý như nhau, Bên A giữ 04 bản, Bên B giữ 02 bản.

ĐẠI DIỆN BÊN A

ĐẠI DIỆN BÊN B

PHỤ LỤC SỐ 01
HỢP ĐỒNG SỐ

PHẠM VI CUNG CẤP VÀ GIÁ TRỊ HÀNG HÓA

Mua (Lô 09-1)

Số TT	Tên hàng, Ký hiệu, Quy cách	Mô tả	Model, P/N	Nhà sản xuất	Xuất xứ (CO)	ĐVT	Số lượng cung cấp	Đơn giá (VND)	Thành tiền (VND)
I		Hàng hóa sử dụng hạn ngạch để nhập khẩu, hàng hóa sử dụng Quota Lô 09-1							
1	.....	...	...			Set/pc	...	...	...
2	.....	.....						.....	.....
									
n	.....	.....						.....	.....
	Thành tiền I	Giá trị Hàng hóa không bao gồm thuế GTGT và thuế nhập khẩu của giá trị hàng hóa nhập khẩu ghi trên Tờ khai Hải quan nhưng đã bao gồm toàn bộ các thuế, phí và chi phí phát sinh trong lãnh thổ Việt Nam							
II		Hàng hóa không sử dụng hạn ngạch để nhập khẩu (Hàng hóa mua trong nước hoặc hàng hóa được sản xuất tại Việt Nam)							
1	.....	.....				Set/pc			
									
n	.....	.....						.....	.....
		<i>* Giá trị Hàng hóa chưa bao gồm GTGT</i>							
		<i>* Thuế GTGT (áp dụng theo Quy định hiện hành của Việt Nam)</i>							
	Thành tiền II	Giá trị Hàng hóa đã bao gồm thuế GTGT và bao gồm toàn bộ các thuế, phí và chi phí phát sinh trong lãnh thổ Việt Nam							
		Tổng giá trị hợp đồng (mục I+II) * (áp dụng cho mục I) Giá trị Hàng hóa không bao gồm thuế GTGT và thuế nhập khẩu của giá trị hàng hóa nhập khẩu ghi trên Tờ khai Hải quan nhưng đã bao gồm toàn bộ các thuế, phí và chi phí phát sinh trong lãnh thổ Việt Nam * (áp dụng cho mục II) Giá trị hợp đồng trên đã bao gồm thuế GTGT và bao gồm toàn bộ các thuế, phí và chi phí phát sinh trong lãnh thổ Việt Nam cho Hàng hóa mua trong nước							

ĐẠI DIỆN BÊN A

ĐẠI DIỆN BÊN B



DỊCH VỤ KỸ THUẬT

1	2	3	4	5	6	7	8
Line item	Description of Services	Required quantity	Unit	Place where services will be performed	Final completion date	Unit price	Extended price per Service (Col. 3x7)
1			Lot				
2			Lot				
3			Lot				
...							
Giá trị dịch vụ							
Thuế GTGT							
Giá trị dịch vụ đã bao gồm thuế GTGT							

ĐẠI DIỆN BÊN A**ĐẠI DIỆN BÊN B**

PHỤ LỤC SỐ 02
HỢP ĐỒNG SỐ

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

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

Ngày.....tháng.....năm 20....

Ngày.....tháng.....năm 20....

BIÊN BẢN GIAO NHẬN HÀNG
АКТ О ПРИЁМЕ - ПЕРЕДАЧЕ ТОВАРОВ

Ngày.... tháng.... năm 20....

Căn cứ HĐ (biên bản) số:

ký ngày.... tháng....năm 20...

На основании Договора номер:

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

1- Đại diện bên giao - Представители поставщика:

- Ông (Bà) Chức vụ:

- Ông (Bà): Chức vụ:

2- Đại diện bên nhận - Представители получателя:

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

- Ông (Bà): Chức vụ:

- Ông (Bà): Chức vụ:

2.2 Đơn vị đặt hàng - Представители предприятия - заказчика:

- Ông (Bà): Chức vụ:

- Ông (Bà): Chức vụ:

- Ông (Bà): Chức vụ:

- Ông (Bà): Chức vụ:

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

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

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

..... Ngày.....tháng.....năm 20....

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

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

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

CHỨNG TỪ KÈM THEO - Прилагаемые документы:

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

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

Ngày giao hàng của lô hàng này là ...

ĐẠI DIỆN BÊN GIAO

KÝ TÊN - Подписи

ĐẠI DIỆN BÊN NHẬN

Представители поставщика:

Представители получателя:

(Họ tên và chữ ký)

(Họ tên và chữ ký)

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

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

Họ và tên - Фамилия

Ký tên: Подпись

Ngày.....tháng.....năm 20....

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

Заключение:

Обозначенные выше товары имеют количество, товарные коды, происхождение, сертификаты качества и прохождения проверки качества, год выпуска и т.д., соответствующие положениям контракта.

Trưởng căn cứ giao nhận – Начальник базы приемо-сдачи и получения товаров и складского обслуживания БПСИСО

Ký tên: Подпись

Ngày.....tháng.....năm 20....

Trưởng phòng TNHH - Начальник ОКД

Ký tên: Подпись

Ngày.....tháng.....năm 20....



PHỤ LỤC SỐ 03
HỢP ĐỒNG SỐ
MẪU BẢO LÃNH THỰC HIỆN HỢP ĐỒNG

Ngày tháng năm 20...

Kính gửi: Liên doanh Việt-Nga Vietsovpetro.

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

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

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

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

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

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

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

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

THƯ BẢO LÃNH này được phát hành duy nhất 01 (một) bản tiếng Việt và không được phép chuyển nhượng.

NGÂN HÀNG BẢO LÃNH

[Ký tên và đóng dấu]

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

Ngày tháng năm 20..

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

Người nhận: Ông Trần Quốc Thắng – Phó Tổng giám đốc Vietsovpetro
Sao gửi: Bà Nguyễn Thị Vân Anh – Trưởng phòng Thương mại Vietsovpetro

Email: vspadmin@vietsov.com.vn

CC: Ông Lương Thế Vinh – Phó phòng Thương mại Vietsovpetro
vinhlt.hq@vietsov.com.vn
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quynhvn.hq@vietsov.com.vn

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

ĐẠI DIỆN BÊN ...
(Ký tên và đóng dấu)



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

Ngày tháng năm 20..

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

Người nhận: Phòng Thương mại VSP / XN Dịch vụ Cảng và CUVTTB / Xí nghiệp Khai thác Dầu khí

Email: vspadmin@vietsov.com.vn

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 quynhvn.hq@vietsov.com.vn

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

ĐẠI DIỆN BÊN ... (Ký
tên và đóng dấu)



PHỤ LỤC SỐ 05
HỢP ĐỒNG SỐ

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

Địa điểm.

Ngày.

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

- Toàn bộ công việc, dịch vụ được quy định trong Hợp đồng số _____ ký ngày _____, ngoại trừ những nghĩa vụ liên quan đến bảo hành của BÊN B nêu trong Điều 7 của Hợp đồng, đã được BÊN B thực hiện đầy đủ theo quy định của Hợp đồng và đã được chấp nhận bởi BÊN A vào ngày _____ và từ ngày này tất cả thiết bị được bàn giao và thuộc quyền sở hữu của BÊN A mà không có bất kỳ khiếu nại của bên thứ ba nào.
- BÊN B đã cử các chuyên gia kỹ thuật và hoàn thành đầy đủ trách nhiệm thực hiện công việc giám sát, lắp đặt, chạy thử theo quy định của Hợp đồng.
- BÊN A đã nhận đầy đủ các tài liệu do BÊN B cung cấp theo quy định tại điều 3 của Hợp đồng.

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

Tuy nhiên, việc ký Biên bản này giải phóng BÊN B khỏi nghĩa vụ và trách nhiệm của mình về trách nhiệm bảo hành theo quy định tại Điều 7 (Bảo hành) của Hợp đồng.

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

ĐẠI DIỆN BÊN A

ĐẠI DIỆN BÊN B



Part 4. APPENDICES

This Chapter includes:

1 - Attachment 01: SCOPE OF SUPPLY

2 - Attachment 02: TECHNICAL REQUIREMENT

3 - Attachment 03: TECHNICAL EVALUATION CRITERIA





DANH MỤC- СПЕЦИФИКАЦИЯ

Tên hàng hóa/Dịch vụ - На приобретение товаров/услуг: Thiết bị đo sâu kiểm soát ghi P, T giếng khoan và phụ tùng 2026/Zабойные датчики давления/температуры в скважинах с ЗИП 2026г.

Số ĐHXN - № заявки: 90.XNKT-0056/26-VT

STT П/п	Mã Vật Tư Код МТР	Tên VTTB/dịch vụ (Việt/Nga hoặc Anh) Наименование МТР/услуг (вьетнам./русс. или англ.)	Đặc Tính Kỹ Thuật Технические характеристики	ĐVT Ед. Изм.	Số Lượng Кол-во	Ghi Chú Примечание
(1)	(2)	(3)	(4)	(5)	(6)	(7)
I. VẬT TƯ THIẾT BỊ						
1	077.023.00246	Pressure Temperature Gauge Carrier Thread 2 7/8" 6.5ppf, EUE Box x Pin P110		Pce	1,00	
2	077.023.00247	Pressure Temperature Gauge High Quality Sensor 0.75" OD, 1/4" wire		Pce	1,00	
3	077.023.00248	Tubing Encapsulated Cable TEC, 316L SS 11mmx11mm		Metre	5.000,00	
4	077.023.00249	Wellhead Outlet Assembly 1/2" NPT		Pce	1,00	



STT П/п	Mã Vật Tư Код МТР	Tên VTTB/dịch vụ (Việt/Nga hoặc Anh) Наименование МТР/услуг (вьетнам./русс. или англ.)	Đặc Tính Kỹ Thuật Технические характеристики	ĐVT Ед. Изм.	Số Lượng Кол-во	Ghi Chú Примечание
(1)	(2)	(3)	(4)	(5)	(6)	(7)
5	077.023.00250	Wellbay junction box		Pce	1,00	
6	077.023.00251	Wiring Cable Meet IEC requirement for Offshore Marine Cable. 1 x 3 x 1.5 mm2.		Metre	120,00	
7	077.023.00252	Fitting assembly NPT Threads		Pce	2,00	
8	077.023.00002*	3.1/2" Lineguard II Clamp W/Slimline Backbone (P/T online) - Зажим защищает НКТ 3-1/2" (Онлайн-датчик)	Used: cross coupling cable, control line protector Pipe Size: 3-1/2" Type Coupling: EUE Cable Size: 1 of 11mm x 11mm flat encapsulated type. Control Lines: 1/4", 3/8" & 11mm x 11mm Material: SS316	Pce	60,00	
9	077.023.00003*	2.7/8" Lineguard II Clamp W/Slimline Backbone (P/T online) - Зажим защищает НКТ 2-7/8" (Онлайн-датчик)	Used: cross coupling cable, control line protector Pipe Size: 2-7/8" Type Coupling: EUE Cable Size: 1 of 11mm x 11mm flat encapsulated type. Control Lines: 1/4", 3/8" & 11mm x 11mm Material: SS316	Pce	460,00	
10	077.023.00255	Line guard II slimline backbone clamps for TRSV and crossovers		Pce	2,00	



STT П/п	Mã Vật Tư Код МТР	Tên VTTB/dịch vụ (Việt/Nga hoặc Anh) Наименование МТР/услуг (вьетнам./русс. или англ.)	Đặc Tính Kỹ Thuật Технические характеристики	ĐVT Ед. Изм.	Số Lượng Кол-во	Ghi Chú Примечание
(1)	(2)	(3)	(4)	(5)	(6)	(7)
11	077.023.00256	Spare parts fuse, o-rings		Pce	1,00	
12	077.023.00369	Clamps for 3-1/2" 9.3# tubing x 2-7/8" 6.5# Tubing.		Pce	1,00	
13	077.023.00266	Bend Restrictor	Bend restrictor to prevent overbending of cable when wrapping above tubing hanger, to fit 1/4" tubing hanger fitting. Material 316SS.	Pce	1,00	
14	077.023.00267	Wellhead Manifold		Pce	2,00	
II. DỊCH VỤ						
15	998.003.00001	Chi phí vận chuyển tạm tính		Lot	1,00	
16	998.003.00001	Service for Downhole pressure and temperature monitoring system		Lot	1,00	



**TECHNICAL REQUIREMENTS
FOR DOWNHOLE PRESSURE AND TEMPERATURE
MONITORING SYSTEM
(BLOCK 09-1)**



TECHNICAL REQUIREMENTS FOR DOWNHOLE PRESSURE AND TEMPERATURE MONITORING SYSTEM

Item	Description
I	Equipment and materials
I.1	Purpose and area of usage of Downhole monitoring system
I.2	Technical and operation conditions of the wells, service environment:
I.3	General requirements for down hole monitoring system:
I.4	Codes and Standards:
I.5	Technology, technical& construction requirements for the components of Downhole pressure and temperature monitoring system:
I.6	Equipment testing prior shipment
I.7	Requirements to safety and environment protection
I.8	Shipment of the equipment:
I.9	Content and Time of delivery
I.10	Technical documentation
II	SERVICE AND PERSONNEL
II.1	General information
II.2	Technical and operation conditions of wells, service environment
II.3	Service requirements (General requirements, Scope of services)
II.4	Requirements to tools and equipment supplied by the Contractor
II.5	Qualification of personnel
II.6	Contractor Experience
II.7	Mob/Demob of man-power and equipment, tools



I. EQUIPMENT AND MATERIALS

1. Purpose and area of usage of Downhole monitoring system:

Down monitoring system is running into oil wells for measurement and recording well parameter (downhole temperature and pressure) from sensors placed downhole during production. These measurements give engineers information essential to dynamically manage hydrocarbon assets, allowing them to optimize production techniques, diagnose problems, refine field development and adjust reservoir models.

Downhole monitoring system for 01 well on offshore.

It installed into oil wells of R81/RC12 Dragon Field.

Design duration of using the equipment - not less 10 years.

Surface condition: Environment temperature up to 45°C, relative humidity up to 100 %.

2. Technical and operation conditions of the wells, service environment:

2.1. Thread type of downhole equipment: API EUE.

2.2. Tubing characteristics: as per Specification API 5CT.

- Grade P-110
- Thread API EUE
- Weight as per API standard
- Sizes: 2-7/8" 6.5 PPF; 3-1/2" 9.3 PPF.
- Tubing size 2 7/8": length of upset (107,95 - 112,5 mm)*.
- Tubing size 3 1/2": length of upset (122-132,8mm)*.
- External-upset tubing and coupling schematic is shown in appendix 1.

2.3. Maximum deviation of well hole: 1,8°/30m;

2.4. Maximum well depth: 5000m;

2.5. Casing sizes: 7-5/8" (29.7-39 PPF), 9-5/8" (40-53.5 PPF).

2.6. Maximum SBHP and maximum SBHT at mid-depth of:

- Production interval: 400 atm, 302°F (for reference);

2.7. Perforation Density: API RP43

2.8. Corrosion conditions: H₂S 10ppm, CO₂ up to 3% mol.

2.9. Type of other chemical :

- Acid treatment fluid: 15% HCL, 2% HF

- Corrosion inhibitor: not available, but will be applied in future.
- Chemical for removing and inhibiting the paraffin wax.
- Chemical for solving and cleaning up the scale.

2.10. Physical and chemical characteristics of the crude oil, associated gas, produced water and injection water.

3. General requirements for down hole monitoring system:

3.1. The operational characteristics of downhole gauge equipment and their dimensions must meet the application requirements in item 2. The general information of devices are clarified by manufacture. The information include:

- Specification;
- Operation;
- Working pressure;
- Test pressure;
- Temperature and pressure rate;
- Pressure and Temperature resolution
- Pressure and Temperature Accuracy
- Material;
- Standard;
- Certificates of quality are issued by inspection companies, COC (Certificate of Conformance) Provided for each item purchased.
- Guarantee;
- Date of manufacture and origination;
- Delivery time.
- Bidders must provide a USB/ Disk copy of the technical documentation proposal

3.2. Down hole monitoring system should provide:

- Bottom hole static/dynamics by sensors placed downhole during production;
- Real-time surface readout measurements powered by batteries or electric power;
- Realization of well test by wireline downhole devices;
- Successful kick-off and operation of flowing and then gas lift wells.

3.3. All equipment must be brand new, unused, and manufactured not before 2025.

3.4. Guarantee period of the Surface Equipment: 12 months from the installation date or



18 months from the date of delivery of the last part of the equipment whichever is earlier.

- 3.5. In case using permanent downhole gauge should be maximum close to an in-side tubing diameter.
- 3.6. Running OD of system of downhole gauge with control line should be less than 4 mm an in-side diameter of the production casing.
- 3.7. Thread of elements of down hole gauge equipment should be identical for a type and provide a necessary reserve strong at stretching loadings arising from own weight of a tubing string. The connections shall be API EUE.
- 3.8. The suppliers must dedicate, Part number, Model, Technical Data Sheet (Specified as Item 3.1 of this Technical requirement) for every components in proposals.
- 3.9. Materials for any downhole equipment must anticorrosive protection (operation conditions of the wells, item 2).
- 3.10. The proposal should provide the cost of a full set of equipment offshore platform

4. Codes and Standards:

The downhole gauge manufacturer/supplier is to have an auditable quality control system acceptable for endorsement to ISO 9000 or higher. The supplier is required to provide a copy of the QA/QC certificate for any of the downhole gauge equipment supplied at the request of VSP. Either in total or in part to use the codes and standards: NACE MR 0175-91, ANSI/ASME SPPE-2, Codes ASME, ASTM, MIL-STD, MSS-SP-55, SAE-AS-568A, SNT-TC-1 A, ANSI B 1.2 and other API Spec, or equivalent.

5. Technology, technical& construction requirements for the components of Downhole pressure and temperature monitoring system:

Downhole pressure and temperature monitoring system

Downhole pressure and temperature monitoring system is designed to measure well bottomhole pressure and temperature in real-time for reservoir control. The downhole pressure and temperature monitoring system shall measure parameters in the tube area (having one measurement channel). The measures shall be conducted in tubing area. Contractor shall supply complete surface equipment, downhole system and accessories, provide equipment list, specification, layout diagram and power scheme.

5.1. Supply cable line downhole pressure and temperature systems



Supply cable line encapsulated downhole pressure and temperature sensors: capable to continuously measure and transmit single point tubing pressure and temperature measure up to 5000 psi and temperature up to 150 deg C.

Cable line

Downhole pressure and temperature monitoring system is must provide to measure & transmit well bottom hole pressure and temperature in real-time to the surface on cable line capsulated 11mm x 11mm flat type, I-825 equivalent or better amor tube 1/4" OD 0.035" WT. c/w fitting on each end and on wooden spool. 18#AWG 7×0.39mm Tinned Stranded Copper Conductor: OD 1.16mm Nominal. FEP, T-01 INSULATION: OD 2.49mm Nominal, Natural. PP, P-06 JACKET: OD 4.92mm Nominal. Square Profile PP CP-1. Conductor resistance $\leq 21.60 \Omega/\text{km}$ at 20 °C. Insulation resistance between conductor to tube $\geq 500,000 \text{ M}\Omega/\text{KM}$.

Sensor communication channel must be protected from mechanical damage while running the production tubing. The cable must be used with a working pressure of at least 5000PSI and a temperature of at least 150°C.

5.2. Cable line protector

The protectors are used across the tubing joints to protect the cable from mechanical damage while running the production tubing with downhole monitoring system equipment into well. The protectors should hold Cable line encapsulated as per design from supplier chemical line tube OD 3/8", control line OD 1/4" to the tubing.

Cable protector must be rapidly and reliably installed with no separate or loose parts or pins, prevents cross threading, and reduces the potential hang up risk. Meanwhile, it demounts easily and allows reinstallation. Protectors should tightly fix the cable line and control tube. Anchors should be located on the upset section of the pipe (see Section 2.2 Upsetting Length) and should not allow the protectors to move along the pipe. The protectors should be chamfered on both sides to ensure smooth running of tubing at casing crossings.

Clamps protect are used with VSP's tubing (Tubing characteristics according to item 2.2 of this technical requirement).

Clamps protect are used with standard tubing: 3-1/2" 9.3 PPF API-EUE, 2-7/8" 6.5 PPF API-EUE.

Used: cross coupling cable, control line protector

Pipe Size: 2-7/8", 3-1/2"

Type Coupling: EUE

Cable Size: 1 of 11mm x 11mm flat encapsulated type.

Control Lines: 1/4", 3/8" & 11mm x 11mm

Material: SS316 or better To hold tightly for 01 flat type cable line 11mm x 11mm (Tubing Encapsulated Cable TEC, Amor Tube Inconel-825 armor tube 1/4" OD with 0.035" wall thickness, Endcaps 11mmx11mm) + 3/8" control line + 1/4" control line on along tubing

5.3. Carrier for sensors:

- Grade P110 carbon steel, equivalent or better.
- Thread connection 2-7/8" 6.5 lb/ft, API EUE.
- Weight as per API standard.
- Sizes: Min ID: 2.441".
- WP 5.000 psi / WT 150deg C.
- To reliably contain cablehead and gauge for running, pulling and in operation.

Material for any downhole equipment must anticorrosive protection (operation conditions of the wells, item 2).

Contractor shall supply complete surface equipment, downhole system and accessories, provide equipment list, specification, layout diagram and power scheme. The system include but not limited: P/T sensors, cable line protection, wellhead exit.

5.4. Downhole Gauge Sensor

- Weight as per API standard.
- 1/4" wire. I-718, equivalent or better.
- WP 10000 psi / WT 150 deg. C.
- Pressure accuracy: 0.05% F.S, Resolution: 0.008%
- Temperature accuracy: 0.5°C, Resolution: 0.01°C
- Pressure section 0-10000 psi, temperature compensated and calibrated, standard calibration table.
- Cablehead 0.75" CRA not welded to the Gauge.

5.5. Wellhead exit, Valve, fitting and surface tubing/ cable line protection package

- That is used to connect downhole cable line to the surface data acquisition & storage system.
- Working pressure: 5000 PSI
- Anticorrosive protection (operation conditions of the wells, item 2) for fitting.
- Using NPT connection port 1/2" to wellhead.

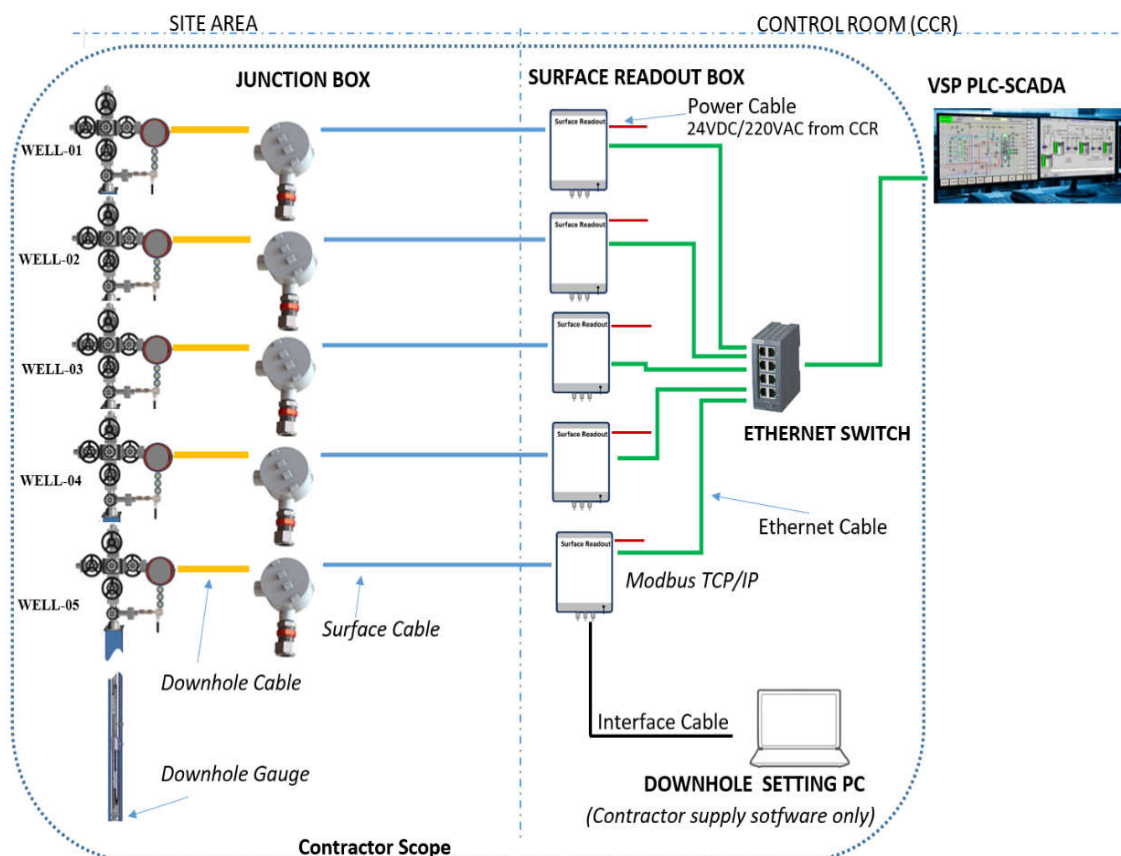


5.6. Certification

- Certificates of guarantees (Original)
- CO, CQ must be provided. The Bidder is requested to confirm provision of these certificates: Original
- Certificate of Origin issued by the chamber of commerce and industry of the manufacturer's country or in the exported Country: Original

5.7. Surface data acquisition system

- Surface Readout Box (SRO): is hard wired to permanent gauges for transmission of bottom hole pressure and temperature data to surface in real time
- One SRO is used for 1 to 3 downhole gauges. Each well will have one Downhole monitoring system which can be installed and operated independently.
- SRO Communication output: Modbus TCP/IP or RS485 RTU Modbus with Modbus TCP gateway for connecting to SCADA.



The system should meet to below specifications:

Pressure	
Maximum measurable pressure	10000 PSI
Accuracy	± 0.05% full scale
Long term stability	0.015% full scale
	<3psi/year

Resolution	< 0.008 % full scale
Temperature	
Maximum environment temperature	70°C
Maximum measurable temperature	150°C
Maximum accuracy of environment temperature measurement	<± 0.5°C
Repeatability	< 0.01°C
Resolution	< 0.01°C per second
Power	
Operating voltage	220 VAC/24VDC
Memory	
Sampling interval	One second to one hour
Capacity	1,000,000 samples in sequential mode or 500,000 in redundant memory mode or better
Record contents	Data, Time, pressure (Bar, psi), temperature (°C), historical trends, system and alarm logs
Corrosion protection	
Proof	NEMA-4X rated or better, Indoor type wall mount.
Control Panel	
Display/Keyboard	7" Color Touchscreen Display & Interface. Connect up to 3 downhole gauges (3 telemetry cards). Modbus connection to external SCADA system over RS-485 and Ethernet 20 Million Sample Capacity (1 GB). Set-Up and Program Via Touchscreen or Ethernet Remote Terminal. Integrated Transient Power Suppression against Lightning. Graphic display with touchscreen or keyboards
Configuration	Preset config TT and PT at least 03wells, for each control station
Communication	
I/O communication	Modbus Serial 1xRS-485, Modbus TCP 1xEthernet, AO

6. Equipment testing prior shipment

All downhole equipment shall be performed function test and pressure test, where applicable. Pipe threaded. Coupled with couplings applied power tight and subjected to the final heat treatment shall be hydrotested to the hydrostatic pressure 7500 PSI. The test shall be held for not less than 15 minutes at full pressure.



7. Requirements to safety and environment protection

- 7.1. The services shall comply with the current HSE, Environmental and Sanitary Standards applied in SRV and Vietsovpetro.
- 7.2. Contractor's personnel shall have valid certificates for performing the services, BOSIET certificate issued by the authorized OPITO centers, health certificate.
- 7.3. As required, the extra safety measures related to the services performance shall be carried out at Contractor's expense.
- 7.4. Should personnel who are out of SRV to be engaged into services, Contractor informs the Client as soon as possible and considers the containment measures during planning.

8. Shipment of the equipment:

Quantity of the equipment shall be indicated in VSP inquiry, which to be sent to supplier together with Tender's invitation. Number of shipments, shipment order, and list of the equipment of each shipment shall be decided in discussion for signing the contract.

9. Content and Time of delivery

Technical requirement provide for the following dates of shipment of surface and downhole equipment full list:

- Delivery time: 16 weeks as from the date of contract signing.
- Downhole monitoring system 01 full set for 01 wells on offshore (inclusive but not limited as in clause 5).

10. Technical documentation:

To supply function and hydrostatic report of the equipment, certificates, certified material test reports, technical manuals for operation, assembly, disassembly, running, installing, retrieving, maintenance, storage, repair, redress, safety instruction, catalogs, and details drawings, of the equipment in English (paper and soft file). Number of the technical documentation packages will be decided in discussion for signing the contract. Pressure section, temperature compensated and calibrated, and standard calibration table.

II. SERVICE AND PERSONNEL

1. General information

Downhole monitoring system is running into oil wells for measurement and recording well parameter (downhole temperature and pressure) from sensors placed downhole during production.

Area of operations Block 09-1, Offshore Vietnam



Well type: Production on RC-12 platform of Dragon Field

Rig type: Production platforms or Jack-up

Purpose and objectives: installation, hook up, commissioning, performance run test of Downhole monitoring system for wells on VSP's offshore structures.

2. Technical and operation conditions of wells, service environment

- Area of operations Block 09-1, Offshore Vietnam
- Well type: Production on RC12 platform of Dragon Field
- Rig type: Production platforms or Jack-up
- Well Data:
- Thread type of downhole equipment: API EUE.
- Tubing characteristics: as per Specification API 5CT.
- Grade P-110
- Weight as per API standard
- Sizes: 2-7/8" 6.5 PPF; 3-1/2" 9.3 PPF,
- Maximum deviation of well hole: 1,8o/30m;
- Maximum well depth: 5000m;
- Casing sizes: 7-5/8" (29.7-39 PPF), 9-5/8" (40-53.5 PPF).
- Maximum SBHP and maximum SBHT at mid-depth of:
- Production interval: 400 atm, 302°F;
- Perforation Density: API RP43
- Corrosion conditions: H2S 10ppm, CO2 up to 3% mol.

3. Service requirements

3.1 General requirements

Once per week, Contractor shall submit the brief report on contracted operations. In case of any changes, the contractor should explain the causes and take all measures to eliminate them.

Contractor shall provide full services for installation and putting the downhole monitoring systems (P/T) into normal working mode. Contractor shall provide the following but not limited to:

- Tools (spooler, container, installation kit), Man-power offshore & onshore for services for downhole monitoring system.
- The downhole monitoring system preparation and testing services.

- The downhole monitoring system installation, operation training and commissioning at site.
- The downhole monitoring system start-up and putting into normal working mode. Components of Downhole monitoring system are listed in the table below (Provided by Vietsovpetro).

3.2 Scope of services

Contractor should be provided all necessary to:

Onshore Equipment Preparation at Contractor plant

- Check all connections of downhole monitoring system, i.e. tubing hanger fittings, connections on wellhead outlet, junction box.
- Check gauge and cable head connection to the gauge carrier. Check thread connections
- Perform continuity check on the Cable reels using meter.
- Perform bench test using the portable surface box on the gauges to read pressure and temperature at atmospheric.
- Pressure test to be carried out for specified time to ensure there is no leak at all connections.
- Perform function test to ensure all indicators are showing the correct signs. Follow detailed procedure of downhole monitoring system manufacture (installation manual, pressure test assembly instructions).
- Check and function test all installation equipment.

Offshore downhole installation

- Making up and pressure testing of Gauge to Gauge Carrier.
- Install clamp protectors with the help of VSP on each tubing collar.
- Feed through the tubing hanger fittings on the Tubing Encapsulated Cable (TEC). Feed through the tubing hanger and make up the tubing hanger fittings.
- Monitor real time pressure/temperature reading throughout installation using Client portable surface box.
- Termination of the downhole TEC to the wellhead outlet and junction box.

Offshore Surface Equipment Installation

- Hook up the surface cable from the wellday through and make up to the surface box.
- All internal wiring/distribution of power to Surface box and termination of serial link communication internal wiring.
- Set up downhole monitoring system.



- Check all communication settings in the surface box and in SCADA.

Start – up, commissioning and performance run of the Downhole monitoring system will be done by the Contractor Engineer with the assistance of the Vietsovpetro’s manpower. Contractor is fully responsible for the termination of the downhole monitoring system.

Prior the works commencement, Contractor shall compose the Work Performance Plan for each well and have it approved by Vietsovpetro. The Plan shall include: list and sequence of operation, total timing, list of applied equipment with specifications, MOT of equipment to the place of work performance and staff. Contractor is requested to submit the final report and relating result in one week after completion of the Service.

4. Requirements to tools and equipment supplied by the Contractor

All tools, equipment must comply with the requirements in terms of handling, transportation, storage and placing of such equipment on the offshore platform of Vietsovpetro (dimensions, weight and type of packaging).

5. Qualification of personnel

- All contractor personnel employed for the works must have attended the applicable training recognised by Company and must hold valid certification for the required training prior participation in the works BOSIET, HUET and other.
- Contractor personnel on Vietsovpetro Drilling Rig or Platform shall work on a twelve (12) hour per day shift on an equal time “Work/leave” schedule to be approved by Company.

6. Contractor Experience

Contractor's Personnel shall have, as a minimum, the following qualifications/ experience:

- Offshore Engineer Five (5) year field experience in related cases downhole permanent gauge operations
- Offshore Technician Three (3) year field experience in related cases downhole permanent gauge operations
- Require bidder to provide the CV of offshore leader engineer & offshore technician (included the certificates and the list of reference jobs have been done in the past).
- Having quality management system which conform to the international standard.
- Contractors with experience performing similar work for VSP will be a criterion to receive points in the evaluation table.

7. Mob/Demob of man-power and equipment, tools

Vietsovpetro shall give Contractor at least seven (7) day advance notice for the initial



mobilization for Contractor Equipment and Contractor Personnel.

Contractor shall ensure that all Tools, Equipment is in good working condition prior to the mobilization to Work Site.

The mobilization Site for Contractor Equipment shall be the Company Ware house at Vietsovpetro Port, Ho Chi Minh City, S.R. Vietnam or any other mutually agreed location.

Demobilization Site for the Contractor Equipment shall be at Company Warehouse at Vietsovpetro Port, Ho Chi Minh City, S.R. Vietnam or any other mutually agreed location.

Mustering Point for Contractor Personnel is Southern Vietnam Helicopter Company's Helibase in Ho Chi Minh City or Vietsovpetro Port for all contractor personnel Vietsovpetro shall provide for food, lodging and medical treatment for Contractor's personnel while they operate offshore, in compliance with VSP standards.

Estimated for offshore completion service: nine (9) days/well for personal and twelve (12) days/well for equipment

Note: Actual time determined by service ticket. If actual days is more than 9 days (personal) & 12 days (equipment), there will be on invoicing.

A. PERSONNEL

No.	Personnel	Unit.	Qty.(1well)	Classification
1	Offshore Engineer (Qty 2)	day	9	
2	Offshore Technician (Qty.2)	day	9	

B. RENTAL EQUIPMENT & TOOLS

All rental tools and equipment are supplied by the contractor to provide a full set of 01 well installation services.

All tools and equipment are listed in the table:

No.	Description	Unit.	Qty.(1well)	Classification
1		day	12	
2				
3				

15

TABLE

Each item of the offer must be in full conformity with the technical specifications in relation to the "Table-Specifications" below (in case there are other specifications that require a manufacturer's letter of explanation and detailed technical documents to determine the suitability, equivalence or higher between the supplies intended to supply with the requirements in the bidding documents)

No	Goods name	Specification	Unit
1	Pressure Temperature Gauge Carrier Thread 2 7/8" 6.5ppf, EUE Box x Pin P110 -	Pressure Temperature Gauge Carrier Thread 2 7/8" - Grade P 110 carbon steel, equivalent or better. - Thread connection 2-7/8" 6.5 lb/ft, API EUE. - Weight as per API standard. - Sizes: Min ID: 2.441". - WP 5.000 psi / WT 150deg C.	pc
2	Pressure Temperature Gauge High Quality Sensor, 1/4" wire -	Pressure Temperature Gauge High Quality Sensor 0.75" OD, 1/4" wire, I-718 (equivalent or better), 10,000psi, 150 deg C. Cablehead 0.75" CRA. Pressure accuracy 0.05%. FS Resolution 0.008%. Temperature accuracy 0.5oC, Resolution 0.01oC.	pc
3	Tubing Encapsulated Cable TEC, Amor Tube I-825 1/4" OD, Encap 11mmx11mm	Tubing Encapsulated Cable TEC Armor Tube I-825, Armor 1/4" OD 0.035" WT, Encap 11mmx11mm. WP 5k psi. WT 150 deg C. C/w fitting on each end on wooden spool. (01 roll 5000m)	m
4	Wellhead Outlet Assembly 1/2" NPT -	Wellhead Outlet Assembly 1/2" NPT, 5,000psi, CRA, CSA, I-718	pc
5	Wellbay junction box -	Wellbay junction box 1 separate cables from individual well Junction Boxes to Control Room SDA Using three parallel suppression devices, the lightning suppression jonction box will dissipate a 5000 Watt pulse for a 10 micro second period. 40 VDC Operating voltage. Explosion Proof Rating. Water Proof.	pc

6	Wiring Cable Meet IEC requirement for Offshore Marine Cable. 1 x 3 x 1.5mm2. -	Wiring Cable Meet IEC requirement for Offshore Marine Cable. 1 x 3 x 1.5mm2.	m
7	Fitting assembly NPT Threads -	Fitting assembly NPT Threads and CRA material.	pc
8	3.1/2" Cable line protectors to Hold 3/8" OD Control Line to 3.1/2" 9.3PPF API-EUE Tubing -	Cable line protectorsfor 3-1/2" 9.3# EUE tubing. Material 316SS	pc
9	2.7/8" Cable line protectors Hold 3/8" OD Control Line to 2.7/8" 6.5PPF API-EUE Tubing -	Cable line protectorsfor 2-7/8" 6.5# EUE tubing. Material 316SS	pc
10	Cable line protectorsfor TRSV and crossovers -	Cable line protectorsfor TRSV and crossovers Material 316SS (Special Cross Coupling Protector)	pc
11	Spare parts fuse, o-rings -	Spare parts for Downhole Monitoring Gauge (Fuse: 10 units, O-rings: 10 units)	pcs
12	2-7/8" x 3-1/2" Crossover clamp to hold TEC and 3/8" OD control	Clamps for 3-1/2" 9.3# tubing x 2-7/8" 6.5# tubing.	pcs
13	Bend Restrictor	Bend restrictor to prevent overbending of cable when wrapping above tubing hanger, to fit 1/4" tubing hanger fitting. Material 316SS	pcs
14	Wellhead Adapter Manifold	Wellhead adapter manifold to suit COMPANY's wellhead or X-Mas Tree. Wellhead adapter manifold included ring type joint, material SS 304 and studbolts to connect Wellhead adapter manifold and Wellhead Adapter as per drawing number P000913 Rev. 0. Wellhead adapter manifold is meeting working pressure of 5,000psi, 13Cr80 material, and designed to fit 1/2" NPT on the outlet and 1/4" NPT on inlet with 1/4" NPT test port, outlet and inlet are designed with straight coaxial as the picture provided. Please see ring type joint and wellhead adapter manifold exist of COMPANY's or drawing number P000913 Rev. 0 for more information.	pcs

TECHNICAL EVALUATION CRITERIA FOR DOWNHOLE PRESSURE AND TEMPERATURE MONITORING SYSTEM (BLOCK 09-1)

Step 1: Evaluate the compliance with the mandatory criteria

No	Criteria	Evaluation PASS / FAIL	Note
1	A guarantee of ensuring labor safety, industrial hygiene standards and environmental protection in accordance with the requirements of JV Vietsovpetro.		
2	The main industry activity, international certificates for the organization and management of industry activities, certificates for the related equipment, meet codes and standards		
3	Positive experience in similar work in other regions.		
4	High qualification of engineering and technical personnel involved in this work. The experience of key-employees involved in the implementation.		
5	Guarantee period of the Surface Equipment: 12 months from the installation date or 18 months from the date of delivery of the last part of the equipment whichever is earlier.		
6	Meet technical and operation conditions of the wells, service environment		
7	Meet General requirements for down hole monitoring system		
8	Meet Technology, technical & construction requirements for the components of Downhole pressure and temperature monitoring system, equipment testing prior to shipment		



9	Provide Reference/Client List for the exact products required and proposed over the past 5 years for the following main items.		
10	The Contractors proposing items with multiple suppliers must provide all relevant technical documentation as required. Such items must meet technical requirements.		
11	Full scope of services, supply and rentals		

Step 2: The proposals that are evaluated as PASS all the above mandatory criteria will be evaluated in Step 2 - Detailed Evaluation according to the Scoring Table

Serial numbers according to rating levels	Criteria	Proposal	Mark			Remark
			Level I	Level II % of I	Level III % of II	
1	Technical potential and work experience of the company / its vendors / partners		10			
1.1	Availability of technical base in Vungtau			50		
1.1.1		The bidder complies			100	
1.1.2		The bidder does not comply			0	
1.2	Used to provide similar equipment and services to Vietsovpetro.			50		
1.2.1		The bidder complies			100	
1.2.2		The bidder does not comply			0	
2	Technical Criteria		80			
2.1	Tender proposal should contain a competent program for onshore equipment preparation at contractor's base			12.5		
2.1.1		The bidder complies			100	



		2.1.2		The bidder does not comply			0	
	2.2		Tender proposal should contain a competent program for offshore equipment preparation, testing, running, installation and start-up			12.5		
		2.2.1		The bidder complies			100	
		2.2.2		The bidder does not comply			0	
	2.3		The technical proposal should contain a detailed list of the materials and equipment's and cover the full-cost pricing of performing service, as well as the cost of spare parts, accessories and equipment but not limited to. Technical proposal must comply with the technical documents			12.5		
		2.3.1		The bidder complies			100	
		2.3.2		The bidder does not comply			0	
	2.4		The contractor in its tender proposal must confirm the possibility of the obligatory presence of the project engineer/contractor's labors at the time of performing onshore and offshore jobs within 7 days			12.5		
		2.4.1		The bidder complies			100	
		2.4.2		The bidder does not comply			0	"X"
	2.5		Provision of operation training at site			6.25		
		2.5.1		The bidder complies			100	
		2.5.2		The bidder does not comply			0	
	2.6		Quality and quantity of technical documentation			6.25		



	2.6.1		The bidder complies			100	
	2.6.2		The bidder does not comply			0	
2.7		The contractor to propose estimated time for the services and rentals			12.5		
	2.7.1		The bidder complies			100	
	2.7.2		The bidder does not comply			0	
2.8		All materials and equipment used must be certified (quality certificate, etc.).			12.5		
	2.8.1		The bidder complies			100	
	2.8.2		The bidder does not comply			0	
2.9		The materials and equipment which are used must be non-toxic, electroexplosive-fireproof and meet the requirements of environmental standards in Vietnam			6.25		
	2.9.1		The bidder complies			100	
	2.9.2		The bidder does not comply			0	
2.10		All equipment must be brand new, unused, and manufactured not before 2025.					
	2.10.1		The bidder complies		6.25	100	
	2.10.2		The bidder does not comply			0	“X”
3		The delivery time		10			
3.1		The delivery time for equipment and materials is not later than 16 weeks from the date of signing the contract			100		
	3.1.1		<= 16 weeks			100	
	3.1.3		> 20 weeks			0	“X”



Total		100
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Note: mark “X”

EVALUATION:

- 1. *The proposal must pass all the Mandatory terms, get at least 85 points (score) without any “X” mark to be qualified for commercial evaluation.*
- 2. *The proposal that fails in any Mandatory terms or gets any “X” mark or gets lower than 85 points (score) shall be disqualified.*

